**Notice of City Council/CRA Meeting**

Council Chambers
400 NW 73rd Ave.
Plantation, FL 33317

March 26, 2025 – 6:00 PM

**City of Plantation**
**CITY COUNCIL/CRA MEETINGS**
**Meetings Stream at Plantation.org when they begin.**

***PUBLIC COMMENT PROCEDURES***

*Citizens wishing to only view the meeting, please follow the meeting stream link shown above. Citizens wishing to provide input for the meeting on any agenda item or a non-agenda item may share public comment by using one of the following two options:*

- ***Citizens may choose to provide in-person comments at the meeting.*** *Comment cards will be available at the start of the meeting and must be received by the City Clerk prior to the close of public comment for each item.*

- ***Citizens may register to provide virtual comments during the meeting. Pre-registration shall be REQUIRED.*** *Register at Registration for Zoom.* ***Virtual comment is offered as a courtesy and is not a substitute for in-person comments.*** *The City is not responsible for technical difficulties that may periodically arise. Citizens wishing to provide virtual comments must register by 5 p.m. on the day before the meeting to provide City staff sufficient time to provide instructions to citizens for comment during the meeting. Failure to register will result in a citizen not being able to provide virtual comments during the meeting. Anyone needing assistance with registration may contact the City Clerk at 954-797-2237.*

- ***Citizens that wish to speak on quasi-judicial agenda items*** *, must provide in-person comments at the meeting.*

*Notice is herewith given to all interested parties that if any person should decide to appeal any decision made at the forthcoming meeting for which this agenda constitutes notice, such person will need a record of the proceedings conducted at such meeting and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based. The City of Plantation will provide reasonable accommodations for disabled individuals requesting special assistance in order to attend or participate in this meeting; provided, however, that a request for such assistance must be made to the office of the city clerk (954) 797-2237 at least three (3) calendar days prior to the scheduled meeting.*

## CITY COUNCIL CALL TO ORDER/ROLL CALL

**OPENING REMARKS/INVOCATION/PLEDGE OF ALLEGIANCE-- Councilmember Horland**

## ITEMS SUBMITTED BY THE MAYOR

a. National Vietnam War Veterans Day

Summary
sponsored by Denise Horland

b. Presentation from Landscape Inspectors Association of Florida

c. Service Awards

## PARKS & RECREATION UPCOMING EVENT ANNOUNCEMENTS

*****RECESS REGULAR COUNCIL MEETING*****

## CRA CALL TO ORDER/ROLL CALL

## CRA CONSENT AGENDA

1. March 12, 2025 CRA Meeting Minutes

2. CRA - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 07, 2025 through March 19, 2025 for the City of Plantation Community Redevelopment District.

3. CRA LEGAL - A motion to approve and file the legal expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 20, 2025 through March 20, 2025 through for the City of Plantation Community Redevelopment District.

## PUBLIC REQUESTS OF THE COMMISSIONERS REGARDING THE CRA

## CRA ADJOURNMENT

*****REGULAR COUNCIL MEETING RECONVENE*****

**PUBLIC REQUESTS OF THE COUNCIL REGARDING MUNICIPAL AFFAIRS**

## COUNCIL CONSENT AGENDA

1. Maintenance and Repair of Bridge No. 868024

Summary
Requesting authorization an approval of the following:

- Authorization and approval of a competitive procurement exemption pursuant to 2-226(g)(5) of the City's Code. Utilizing the pricing structure of an active Broward County Bid Award (No. PNC2127485B1_1; Bridges, Structures and Miscellaneous Roadway Construction) set to expire July 11, 2026.

- Authorization and approval to issue a purchase order and process payment(s) to FG Construction LLC for the Maintenance and Repair of Bridge No. 868024 for a total amount of $215,000.00 (see attached quote for additional details).

2. Survey Services for Plantation Park Roadway Improvement Project.

   Summary
   Authorization and approval of the following:

   - Issue a work authorization/purchase order and process payment(s) to Keith and Associates, Inc., for Professional Surveying and Mapping Services for Plantation Park Roadway Improvement Project (as further described in the attached proposal) for an amount of $145,888.00.

3. Survey Services for Multiple Roadway Improvement Project (SW 3rd Street, NW 55th Avenue and NW 10th CT.)

   Summary
   Authorization and approval of the following:

   - Issue a work authorization/purchase order and process payment(s) to Atwell, LLC (formally Biscayne Engineering Company, Inc)., for Professional Surveying and Mapping Services for Multiple Roadway Improvement Project; SW 3rd Street, NW 55th Avenue and NW 10th CT. (as further described in the attached proposal) for a total amount of $35,184.00.

4. Assignment of an Agreement from Biscayne Engineering, Inc to Atwell, LLC (Agreement No. 027-20; Professional Surveying and Mapping Services).

   Summary
   Requesting authorization and approval of the following:

   - Transfer/Assign Agreement No. 027-20; Continuing Services Agreement for: Professional Surveying and Mapping Services from Biscayne Engineering Company, Inc, to Atwell, LLC pursuant to Section 8.8 of the executed agreement.

5. Item 5 removed from agenda.

6. ITB No. 004-25; Stormwater Infrastructure Inspection, Cleaning and Repair Services-Term Contract

   Summary

Requesting authorization and approval of the following:

- Authorization and approval to execute an agreement between the City and USA Services of Florida, LLC, for Stormwater Infrastructure Inspection, Cleaning and Repair Services in accordance with ITB No. 004-25. This agreement would have an initial term of two (2) years, and the City reserves the right to extend the contract for three (3), additional one (1) year terms with mutual acceptance by Contractor.

- Authorization and approval to issue purchases/work authorization and process payments on an as needed basis to USA Services of Florida, LLC, for Stormwater Infrastructure Inspection, Cleaning and Repair Services in accordance with ITB No. 004-25.

7. Cyber Incident Management Services

Summary
Requesting authorization and approval of the following:

- Authorization and approval to waive the procurement requirement detailed in section 2-226(b) of the City's code relating to in*formally advertising for and seeking competitive bids via an internet posting soliciting* such bids or proposals.

- Authorization and approval to issue a purchase order and process payment(s) to Strictly Technology, LLC, for "Cyber Incident Management Services" in the amount of $78,982.65.

8. FileNet Upgrade and Migration

Summary
Requesting authorization and approval of the following:

- Authorization and approval to sign the Statement of Work (SOW), issue a purchase order and process payment(s) to The SeaPrompt Corporation T/A Document Access Systems for "FileNet P8 v5 to v5.6 Upgrade and Migration" for an amount of $57,750.00 (see attached quote for additional information).

9. Agreement No. 072-22; Asphalt Rejuvenation Project - Term Contract (Amendment No. 2)

Summary
Request for authorization and approval of the following:

- Authorization and approval to execute the Second Amendment between the City of Plantation and Pavement Technology, Inc., for "Asphalt Rejuvenation-Term Contract" Agreement No. 072-22, providing for a rate increase and extending/renewing this Agreement for an additional one (1) year period pursuant to Section 3 (Term) of the executed agreement (see attached) until

April 16, 2026.

- Authorization and approval to continue issue purchase order(s) and process payment(s) to Pavement Technology, Inc., for "Asphalt Rejuvenation- Term Contract", in accordance with Agreement No. 072-22.

10. RFSP No. 002-25; Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services- Term Contract

    Summary
    Request for authorization and approval of the following:

    - Approval of the Selection Committee's scores and rankings identifying Thompson Consulting Services, LLC as the top ranked and most advantageous Firm to the City.

    - Authorization and approval to negotiate, draft and execute an Agreement with the highest ranked Firm, Thompson Consulting Services, LLC in accordance with RFSP No. 002-25; Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services – Term Contract. Whereas, the initial agreement shall expire 5 years from that date. The City reserves the right to extend the contract for one (1), additional 5-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

    - Authorization and approval to issue purchase orders and process payments to Thompson Consulting Services, LLC for services in accordance with RFSP No. 002-25 "Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services – Term Contract".

11. RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract

    Summary
    Requesting authorization and approval of the following:

    - Approval of the Selection Committee's scores and rankings identifying the top (3) three Firms as most advantageous to the City

    - Authorization and approval to negotiate, draft and execute an Agreement with the Crowder-Gulf Joint Venture, Inc. (as Primary), Ceres Environmental Services, Inc. (as Secondary) and SDR CDR Disaster Recovery, LLC (as Tertiary) in accordance with RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract. Whereas the initial contract period shall be for five (5) years beginning upon award at final contract execution and award of the Agreement. In addition, the City reserves the right to exercise the options to renew for one (1) additional five (5) year period. Option for renewal

will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year at a cap of 5%.

- Authorization and approval to issue purchase orders and process payments to CrowderGulf Joint Venture, Inc. (as Primary), Ceres Environmental Services, Inc. (as Secondary) and SDR CDR Disaster Recovery LLC (as Tertiary) for services in accordance with RFSP No. 001-25 "Disaster Debris Management and Removal Services – Term Contract".

12. ITB No. 078-24; Window and Doors Replacement- Fire Station No. 4

    Summary
    Requesting authorization and approval of the following:

    - Authorization and approval to execute an agreement with, and process payment to, SFL Property Maintenance Corp. for "Window and Doors Replacement- Fire Station #4" in accordance with ITB No. 078-24 for an amount of $360,979.30.

13. ITB No. 077-24; Windows and Doors Replacement- Fire Station No. 6

    Summary
    Requesting authorization and approval of the following:

    - Authorization and approval to execute an agreement with, and process payment to Roof Painting by Hartzell, Inc., for "Window and Doors Replacement- Fire Station #6" in accordance with ITB No. 077-24 for an amount of $406,667.30.

14. March 12, 2025 Workshop Minutes

15. March 12, 2025 Meeting Minutes

16. GENERAL - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 07, 2025 through March 19, 2025 for the City of Plantation.

17. GENERAL LEGAL - A motion to approve and file the legal expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 20, 2025 through March 20, 2025 for the City of Plantation.

18. GATEWAY - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 07, 2025 through March 19, 2025 for the City of Plantation Gateway Development District.

**BOARD/COMMITTEE APPOINTMENTS**

19. Selection your 2025-2026 Board Director, Alternate, and Second Alternate, Broward

League of Cities

**COMMENTS BY THE MAYOR**

20. Advisory Board Report

    Summary
    Action Minutes from various Advisory Board Liaisons.

**COMMENTS FROM COUNCILMEMBERS**

**ADJOURNMENT**

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City of Plantation
City Council Chambers

**Subject:**

National Vietnam War Veterans Day

**Summary:**

sponsored by Denise Horland

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

Pam Ponce de Leon

**ATTACHMENTS:**
National Vietnam War Veterans Day.pdf

# Proclamation

**WHEREAS,** throughout the history of our state and nation, countless brave individuals have answered the call to patriotic duty, including Vietnam veterans who endured unspeakable hardships and risked their lives fighting for the ideals of democracy; and

**WHEREAS,** during this long and difficult war - one of the longest conflicts in America's history - over 3.4 million were deployed to Southeast Asia; 2.7 million served in the designated war zone; more than 58,000 were killed; 153,000 wounded, and more than 1,600 are still unaccounted for; and

**WHEREAS,** among the names listed on the Vietnam Memorial Wall in Washington, D.C., 1,957 of those are of courageous Floridians who answered the nation's call to serve, and failed to return home; and

**WHEREAS,** we recognize and thank all of our state's Vietnam veterans for their service - those who made the ultimate sacrifice, those who came home physically or emotionally scarred, and those who returned home safely to their loved ones; and

**WHEREAS,** The United States of America Vietnam War Commemoration, authorized by Congress, established under the Secretary of Defense, and launched by President Barack Obama in 2012, asks commemorative partners and others to join in the noble mission of honoring our 6.2 million Vietnam veterans, living at home and abroad, and the 9 million families of all who served; and

**WHEREAS,** it should be noted that April 30, 2025 will mark the 50th anniversary of The Fall of Saigon, an event which officially ended the Vietnam War; and

**WHEREAS,** the City of Plantation stands committed to recognizing the service of the U.S. Armed Forces and its allies during the Vietnam War, and remains grateful for their courage and valor;

**NOW, THEREFORE,** I, Nick Sortal, Mayor, and the City Council of Plantation, Florida, do hereby proclaim March 29, 2025 as:

## "National Vietnam War Veterans Day"

*in the City of Plantation, and call upon the residents of Plantation to join us in this importance observance.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Plantation to be affixed this day of March 26, 2025

_____

Nick Sortal, Mayor

City of Plantation
City Council Chambers

**Subject:**

Presentation from Landscape Inspectors Association of Florida

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

Jason Nunemaker

**ATTACHMENTS:**

City of Plantation
City Council Chambers

**Subject:**

Service Awards

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

Becky Kinley

**ATTACHMENTS:**
March 26. 2025 Service Award attendees.pdf

**March 26, 2025 Service Awards attendees**

**30 years**

**Dwayne Wood Public Works**

**20 years**

**Michael Bradshaw Public Works**

**Jessica Shearouse Library**

**15 years**

**Pierre Aubry Parks and Recreation**

**5 years**

**Troy Ianniello Police**

**Rony Petit-Beau Police**

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City of Plantation
City Council Chambers

**Subject:**

March 12, 2025 CRA Meeting Minutes

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

April Beggerow

**ATTACHMENTS:**
2025-03-12 CRA Minutes.pdf

**CITY COUNCIL CRA MEETING**
**PLANTATION, FLORIDA**

**March 12, 2025**

## CRA CALL TO ORDER/ROLL CALL

Present: Chair Louis Reinstein
Vice Chair Denise Horland
Commissioner Erik Anderson
Commissioner Jennifer Andreu
Commissioner Timothy J. Fadgen
Commissioner Nick Sortal
City Attorney Kerry Ezrol

## CRA CONSENT AGENDA

***Motion by Commissioner Timothy J. Fadgen, seconded by Vice Chair Denise Horland, to approve the CRA consent agenda items 2 and 3. Motion carried on the following roll call vote:***

Ayes: Chair Louis Reinstein, Vice Chair Denise Horland, Commissioner Erik Anderson, Commissioner Jennifer Andreu, Commissioner Timothy J. Fadgen, Commissioner Nick Sortal
Nays: None

1.) North State Road 7 and Sunrise Boulevard Corridor Enhancement Study (Civil Engineering Services)
**Department:** Procurement
**Suggested Action:** Approve as recommended.

Commissioner Reinstein expressed a concern about the photos in the back up material did not include protected bike lanes as had been discussed.

Jason Nunemaker, CAO replied that those photos he believed were just illustrative, the intent is to not move away from protected bike lanes.

Dennis Conklin, 4581 NW 6th Ct. stated that in the back-up it addressed NW 57th Street which is 10 blocks outside of the district, but now he understands the photos were just illustrative.

***Motion by Vice Chair Denise Horland, seconded by Commissioner Erik Anderson, to approve the item as submitted. Motion carried on the following roll call vote:***

Ayes: Chair Louis Reinstein, Vice Chair Denise Horland, Commissioner Erik Anderson, Commissioner Jennifer Andreu, Commissioner Timothy J. Fadgen, Commissioner Nick Sortal
Nays: None

Cover Page

KHA Proposal.pdf

Latest Amendment.pdf

2.) February 26, 2025 CRA Minutes
**Department:** City Clerk

Cover Page

2025-02-26 CRA Minutes.pdf

3.) CRA - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 21, 2025 through March 05, 2025 for the City of Plantation Community Redevelopment District.
**Department:** Finance

Cover Page

03-12 CRA Cover & Week 1.pdf

03-12 CRA Week 2.pdf

**PUBLIC REQUESTS OF THE COMMISSIONERS REGARDING THE CRA**

Dennis Conklin, 4581 NW 6th Ct, spoke on the topic of no credit rating vs. a bad credit score and wanted to clarify his comments from the previous meeting and requested manual underwriting for the affordable housing project discussed at the 2/26/2025 meeting.

**CRA ADJOURNMENT @ 6:41 p.m.**

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City of Plantation
City Council Chambers

**Subject:**

CRA - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 07, 2025 through March 19, 2025 for the City of Plantation Community Redevelopment District.

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

Linda Murray

**ATTACHMENTS:**
03-26 CRA Cover & Week 1.pdf
03-26 CRA Week 2.pdf

A Motion to Receive and File the Expenditures and Appropriations
Reflected in the Weekly Expenditure Report
For the Period March 7, 2025 through March 19, 2025

THE CITY OF PLANTATION'S COMMUNITY REDEVELOPMENT AGENCY

Be it resolved by the Board of Commissioners of the Plantation Community Redevelopment Agency, that:

The expenditures reflected on the weekly Expenditure Reports from the Redevelopment Trust Fund of the Plantation Community Redevelopment Agency are herewith reviewed and accepted. The planned and actual appropriations and expenditure shown in said reports are hereby accepted and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation.

Reviewed and Accepted by a majority of the Board of Commissioners of the Plantation Community Redevelopment Agency of the City of Plantation, Florida, this Wednesday March 26, 2025.

# City of Plantation - Community Redevelopment Agency
## Computer Check Register
## Check Dates: March 7, 2025 to March 12, 2025

| Check | Vendor | Checks Voided | Amount | Check Date |
|---|---|---|---|---|
| 272027 | BISCAYNE ENGINEERING COMPANY INC | | $808.50 | 03/12/2025 |
| | | | **$808.50** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation - Community Redevelopment Agency
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BISCAYNE ENGINEERING COMPANY INC** | | | | | | |
| | 03/12/2025 | 272027 | Computer | | | |
| | | | | $632.50 | 110-1000 | Consultants |
| | | | | $176.00 | 110-1000 | Consultants |
| | | | | **$808.50** | | |

| | |
|---|---|
| **Computer Checks Total:** | **$808.50** |
| **Manual Checks Total:** | **$0.00** |
| **Credits Total:** | **$0.00** |
| **Report Total:** | **$808.50** |

Computer Check: Physical check sent to vendor. Manual Check: EPay, Wire or ACH transfer affecting cash.

# City of Plantation - Community Redevelopment Agency
## Check & Payment Register Fund Summary
## Check Dates: March 7, 2025 to March 12, 2025

| Fund | Fund Name | Computer Checks | Computer Credits | E-Payments | E-Pay Credits | Manual Checks | Total |
|---|---|---|---|---|---|---|---|
| 110 | Community Redevelopment | $808.50 | $0.00 | $0.00 | $0.00 | $0.00 | $808.50 |
| | **Report Total:** | **$808.50** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$808.50** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation - Community Redevelopment Agency
## Computer Check Register
## Check Dates: March 13, 2025 to March 19, 2025

| Check | Vendor | Checks Voided | Amount | Check Date |
|---|---|---|---|---|
| 272264 | VANCE REAL ESTATE SERVICE INC | | $2,000.00 | 03/19/2025 |
| | | | **$2,000.00** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation - Community Redevelopment Agency
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **VANCE REAL ESTATE SERVICE INC** | | | | | | |
| | 03/19/2025 | 272264 | Computer | | | |
| | | | | $2,000.00 | 110-1000 | Consultants |
| | | | | **$2,000.00** | | |

| | |
|---|---|
| **Computer Checks Total:** | **$2,000.00** |
| **Manual Checks Total:** | **$0.00** |
| **Credits Total:** | **$0.00** |
| **Report Total:** | **$2,000.00** |

Computer Check: Physical check sent to vendor. Manual Check: EPay, Wire or ACH transfer affecting cash.

# City of Plantation - Community Redevelopment Agency
## Check & Payment Register Fund Summary
## Check Dates: March 13, 2025 to March 19, 2025

| Fund | Fund Name | Computer Checks | Computer Credits | E-Payments | E-Pay Credits | Manual Checks | Total |
|---|---|---|---|---|---|---|---|
| 110 | Community Redevelopment | $2,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,000.00 |
| | **Report Total:** | **$2,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$2,000.00** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

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City of Plantation
City Council Chambers

**Subject:**

CRA LEGAL - A motion to approve and file the legal expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 20, 2025 through March 20, 2025 through for the City of Plantation Community Redevelopment District.

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

Linda Murray

**ATTACHMENTS:**
03-26 CRA Legal Cover & Week 2.pdf

A Motion to Approve and File the Legal Expenditures and Appropriations
Reflected in the Weekly Expenditure Report
For the Period March 20, 2025 through March 20, 2025

THE CITY OF PLANTATION'S COMMUNITY REDEVELOPMENT AGENCY

Be it Resolved by the Board of Commissioners of Plantation Community Redevelopment Agency, that:

The expenditures reflected on the weekly Expenditure Reports from the Redevelopment Trust Fund of the Plantation Community Redevelopment Agency are herewith approved and ratified. The planned and actual appropriations and expenditure shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation.

Approved and Adopted by a Majority of the Board of Commissioners of the Plantation Community Redevelopment Agency of the City of Plantation, Florida, this Wednesday, March 26, 2025.

# City of Plantation - Community Redevelopment Agency
## Computer Check Register
## Check Dates: March 20, 2025 to March 20, 2025

| Check | Vendor | Checks Voided | Amount | Check Date |
|---|---|---|---|---|
| 272272 | GOREN, CHEROF, DOODY & EZROL P.A. | | $357.50 | 03/20/2025 |
| 272273 | GOREN, CHEROF, DOODY & EZROL P.A. | | $1,925.00 | 03/20/2025 |
| | | | **$2,282.50** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation - Community Redevelopment Agency
## Check & Credit Register Detail
## Check Dates: March 20, 2025 to March 20, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **GOREN, CHEROF, DOODY & EZROL P.A.** | | | | | | |
| | 03/20/2025 | 272272 | Computer | | | |
| | | | | $357.50 | 110-1000 | Consultative services |
| | | | | **$357.50** | | |
| | 03/20/2025 | 272273 | Computer | | | |
| | | | | $1,925.00 | 110-1000 | Consultative services |
| | | | | **$1,925.00** | | |

| | |
|---|---|
| **Computer Checks Total:** | **$2,282.50** |
| **Manual Checks Total:** | **$0.00** |
| **Credits Total:** | **$0.00** |
| **Report Total:** | **$2,282.50** |

Computer Check: Physical check sent to vendor. Manual Check: EPay, Wire or ACH transfer affecting cash.

# City of Plantation - Community Redevelopment Agency
## Check & Payment Register Fund Summary
## Check Dates: March 20, 2025 to March 20, 2025

| Fund | Fund Name | Computer Checks | Computer Credits | E-Payments | E-Pay Credits | Manual Checks | Total |
|---|---|---|---|---|---|---|---|
| 110 | Community Redevelopment | $2,282.50 | $0.00 | $0.00 | $0.00 | $0.00 | $2,282.50 |
| | **Report Total:** | **$2,282.50** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$2,282.50** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

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City Council Chambers

**Subject:**

Maintenance and Repair of Bridge No. 868024

**Summary:**

Requesting authorization an approval of the following:

- Authorization and approval of a competitive procurement exemption pursuant to 2-226(g)(5) of the City's Code. Utilizing the pricing structure of an active Broward County Bid Award (No. PNC2127485B1_1; Bridges, Structures and Miscellaneous Roadway Construction) set to expire July 11, 2026.

- Authorization and approval to issue a purchase order and process payment(s) to FG Construction LLC for the Maintenance and Repair of Bridge No. 868024 for a total amount of $215,000.00 (see attached quote for additional details).

**Procurement:**

City determined that there is no need for the city to seek independent competitive procurement, as the work/services mentioned herein has been successfully solicited and competitively awarded by a Florida agency.

Broward County publicly and competitively solicited for "Bridges, Structures and Miscellaneous Roadway Construction" General Roadway (No. PNC2127485B1_1). Broward County awarded this solicitation to FG Construction, LLC, the award term is set to expire July 11, 2026. This solicitation and award complies with section 2-226(g)(5) of the City's code. Procurement has confirmed/verified that the unit cost(s) provided in the submitted proposal reflects the pricing structure of Broward County's term bid award.

Utilization of the pricing structure associated with Broward County's Bid Award (No. PNC2127485B1_1; Bridges, Structures and Miscellaneous Roadway Construction) allows the City to take advantage of Broward County's competitive process and pricing, and allows the City to expediate the repair and maintenance of the mentioned bridge.

Based on the foregoing information Engineering and Procurement Departments are requesting authorization and approval of the following:

- Authorization and approval of a competitive procurement exemption pursuant to 2-226(g)(5) of the City's Code. Utilizing the pricing structure of an active Broward County Bid Award (No. PNC2127485B1_1; Bridges, Structures and Miscellaneous Roadway Construction) set to expire July 11, 2026.

- Authorization and approval to issue a purchase order and process payment(s) to FG Construction LLC for the Maintenance and Repair of Bridge No. 868024 for a total amount of $215,000.00 (see attached quote for additional details).

**Background:**

**Strategic Priorities: Planning for a Sustainable Future; Safe and Secure; Proactive and Responsive Asset Management.**

The Traffic Control and Roadway budget allocates an annual fund for bridge maintenance and repair purposes. A recent inspection was conducted for several bridges within the City including bridge # 868024 located 100FT W OF SW 63RD AVE.

The inspection report revealed several deficiencies that required maintenance and repair to be performed on this bridge. Repair work includes but not limited to restoring spalled areas, repairing cracks, joint sealing, and guardrail installations.

This item is now ready for City Council consideration.

**Funding:**

113-1300-541-4630

**Amount:**

$215,000.00 (See attached quote for additional details)

**Finance Director/Budget Manager Recommendation:**

The Road and Traffic Control Fund budgeted $215,258 in FY2025 for the repair and maintenance of bridges.

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**
FG Construction Proposal.pdf
Broward County Contract Information.pdf

BUILDING FOR THE FUTURE

| | | |
|---|---|---|
| **DATE: 3/12/25** | **Estimated Work Days:** | 60 |
| **PROJECT NAME: BRIDGE MAINTENANCE & REPAIR 868024** | **Estimated Calendar Days:** | 120 |
| **CONTRACT: PNC2127485B1 - Bridges, Structures and Miscellaneous Roadway Construction** | **Estimated Start Date:** | TBD |
| **FG PROJECT NO.: 23-110 R4** | **Estimated Constuction Completion:** | TBD |
| **CLIENT PROJECT NO:** | **Estimated Final Completion:** | TBD |
| **PREPARED BY: GABRIEL APONTE** | | |
| **CLIENT PROJECT MANAGER: LEONARD DORNEVIL, P.E.** | | |

| Item # | Description | Quantity | Unit | Bid Unit Price | Bid Extension |
|---|---|---|---|---|---|
| 7 | WORK ZONE SIGNS, F&I | 240 | DAY | $ 10.00 | $ 2,400.00 |
| 26 | CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD | 1 | DAY | $ 10.00 | $ 10.00 |
| 30 | TRAFFIC CONES | 300 | DAY | $ 10.00 | $ 3,000.00 |
| 35 | ARROW BOARD / ADVANCE WARNING ARROW PANEL | 30 | DAY | $ 75.00 | $ 2,250.00 |
| 52 | FDOT CERTIFIED FLAG PERSON | 90 | DAY | $ 60.00 | $ 5,400.00 |
| 83 | REMOVAL OF EXISTING CONCRETE SIDEWALK, PAVEMENT AND SLOPE PAVEMENT | 260 | SY | $ 105.00 | $ 27,300.00 |
| 136 | BITUMINOUS CRACK AND JOINT SEALING FOR ASPHALTIC CONCRETE ROADWAY | 130 | LF | $ 30.00 | $ 3,900.00 |
| 376 | NON-SHRINK GROUT, F&I, MISCELLANEOUS-STRUCTURES REHAB | 16.5 | CF | $ 250.00 | $ 4,125.00 |
| 379 | RESTORE SPALLED AREAS, STRUCTURES, TYPE F-1 EPOXY FOR STRUCTURES OVER WATER | 6.9 | CF | $ 1,000.00 | $ 6,900.00 |
| 469 | GRAFFITI REMOVAL | 250 | SF | $ 20.00 | $ 5,000.00 |
| 478 | PIPE HANDRAIL- GUIDERAIL, ALUMINUM | 140 | LF | $ 110.00 | $ 15,400.00 |
| 481 | PIPE HANDRAIL- GUIDERAIL, REMOVAL | 140 | LF | $ 35.00 | $ 4,900.00 |
| 523 | CONCRETE TRAFFIC RAILING- BRIDGE, 32 IN, F-SHAPE | 160 | LF | $ 350.00 | $ 56,000.00 |
| 581 | GUARDRAIL -ROADWAY, GENERAL TL-3 | 350 | LF | $ 80.00 | $ 28,000.00 |
| 597 | GUARDRAIL REMOVAL | 130 | LF | $ 10.00 | $ 1,300.00 |
| 599 | GUARDRAIL END TREATEMENT, TRAILING ANCHORAGE | 4 | EA | $ 5,000.00 | $ 20,000.00 |
| 600 | GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL | 4 | EA | $ 5,000.00 | $ 20,000.00 |
| 658 | PERFORMANCE TURF, SOD | 280 | SY | $ 12.00 | $ 3,360.00 |
| 868 | SKILLED LABORER | 1 | HR | $ 55.00 | $ 55.00 |
| 896 | LIGHTWEIGHT CANAL WORK PLATFORM - 5 FT x 8 FT (PER DAY) | 35 | DAY | $ 20.00 | $ 700.00 |
| 933 | PASS-THRU: SPECIALIZED CONSTRUCTION ACTIVITIES **(Remove Heavy Vegetation Growth along the South Channel)** | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| | | | | TOTAL: | $ 215,000.00 |

**Lead Agency Contact (Contact Unit Mgr if Incorrect)**
ATON@broward.org

| Contract ID # | Document Description | Start Date | End Date | Not To Exceed | Amount Ordered |
|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

| Vend#-AddrID-ContactID | Legal Name | Vendor Contact Email | Vendor Phone # |
|---|---|---|---|
| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

| Item # | Category | Description | Total Line Qty Released | UOM | Maximum Line Amount | Unit Price | Total Line Released Amount | Amount Paid |
|---|---|---|---|---|---|---|---|---|
| PNC2127485B1_1_001 | 9131300 | FDOT PAY ITEM # 101-1: MOBILIZATION, NIGHT WORK | 9.00 | EA | $0.00 | $2,000.00 | $18,000.00 | $0.00 |
| PNC2127485B1_1_002 | 9131300 | FDOT PAY ITEM # E101-72A: MOBILIZATION (EMERGENCY RESPONSE), MOBILIZE WITHIN 24 HOURS FOR EACH PROJECT | 3.00 | EA | $0.00 | $2,000.00 | $6,000.00 | $0.00 |
| PNC2127485B1_1_003 | 9131300 | FDOT PAY ITEM # E101-72B: MOBILIZATION (EMERGENCY RESPONSE), MOBILIZE WITHIN 4 HOURS FOR EACH PROJECT | 3.00 | EA | $0.00 | $2,000.00 | $6,000.00 | $0.00 |
| PNC2127485B1_1_004 | 9131300 | FDOT PAY ITEM # N/A: AUDIO-VISUAL PRE-CONSTRUCTION AND POST CONSTRUCTION RECORDS | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_005 | 9131300 | FDOT PAY ITEM # 102-3: COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE | 0.00 | CUY | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_006 | 9131300 | FDOT PAY ITEM # 102-14: TRAFFIC CONTROL OFFICER | 4,016.00 | HR | $0.00 | $100.00 | $401,600.00 | $143,500.00 |
| PNC2127485B1_1_007 | 9131300 | FDOT PAY ITEM # 102-60A: WORK ZONE SIGNS, F&I | 3,961.00 | DAY | $0.00 | $10.00 | $39,610.00 | $5,560.00 |
| PNC2127485B1_1_008 | 9131300 | FDOT PAY ITEM # 102-60B: WORK ZONE SIGNS, F&I, PROJECT INFORMATION SIGNS, UP TO 40 SQF | 0.00 | DAY | $0.00 | $100.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_009 | 9131300 | FDOT PAY ITEM # 102-61: BUSINESS SIGN, F&I | 0.00 | EA | $0.00 | $7.00 | $0.00 | $0.00 |
| PNC2127485B1_1_010 | 9131300 | FDOT PAY ITEM # 102-62-13: BARRIER MOUNTED WORK ZONE SIGN- INDEX 700-013, F&I | 0.00 | DAY | $0.00 | $10.00 | $0.00 | $0.00 |
| PNC2127485B1_1_011 | 9131300 | FDOT PAY ITEM #102-71-15A: TEMPORARY BARRIER, F&I, ANCHORED, or free standing UP TO 30 DAYS | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_012 | 9131300 | FDOT PAY ITEM #102-71-16A: TEMPORARY BARRIER, F&I, FREE STANDING, UP TO 30 DAYS | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_013 | 9131300 | FDOT PAY ITEM # 102-71-15B: TEMPORARY BARRIER, F&I, WATERFILLED, ANCHORED, UP TO 30 DAYS | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_014 | 9131300 | FDOT PAY ITEM # 102-71-16B: TEMPORARY BARRIER, F&I, WATERFILLED, FREE STANDING, UP TO 30 DAYS | 640.00 | LFT | $0.00 | $60.00 | $38,400.00 | $0.00 |
| PNC2127485B1_1_015 | 9131300 | FDOT PAY ITEM # 102-71-13: TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE, UP TO 30 DAYS | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_016 | 9131300 | FDOT PAY ITEM # 102-71-15C: TEMPORARY BARRIER, F&I, TYPE K, ANCHORED, UP TO 30 | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| | | DAYS | | | | | | |
| PNC2127485B1_1_017 | 9131300 | FDOT PAY ITEM # 102-71-16C: TEMPORARY BARRIER, F&I, TYPE K, FREE STANDING, UP TO 30 DAYS | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_018 | 9131300 | FDOT PAY ITEM # 102-71-25A: TEMPORARY BARRIER, RELOCATE, ANCHORED | 0.00 | LFT | $0.00 | $55.00 | $0.00 | $0.00 |
| PNC2127485B1_1_019 | 9131300 | FDOT PAY ITEM # 102-71-26A: TEMPORARY BARRIER, RELOCATE, FREE STANDING | 480.00 | LFT | $0.00 | $55.00 | $26,400.00 | $0.00 |
| PNC2127485B1_1_020 | 9131300 | FDOT PAY ITEM # 102-71-25B: TEMPORARY BARRIER, RELOCATE, WATERFILLED, ANCHORED | 0.00 | LFT | $0.00 | $55.00 | $0.00 | $0.00 |
| PNC2127485B1_1_021 | 9131300 | FDOT PAY ITEM # 102-71-26B: TEMPORARY BARRIER, RELOCATE, WATERFILLED, FREE STANDING | 5,460.00 | LFT | $0.00 | $55.00 | $300,300.00 | $0.00 |
| PNC2127485B1_1_022 | 9131300 | FDOT PAY ITEM # 102-71-23: TEMPORARY BARRIER, RELOCATE, LOW PROFILE, CONCRETE | 0.00 | LFT | $0.00 | $55.00 | $0.00 | $0.00 |
| PNC2127485B1_1_023 | 9131300 | FDOT PAY ITEM # 102-71-25C: TEMPORARY BARRIER, RELOCATE, TYPE K, ANCHORED | 0.00 | LFT | $0.00 | $55.00 | $0.00 | $0.00 |
| PNC2127485B1_1_024 | 9131300 | FDOT PAY ITEM # 102-71-26C: | 0.00 | LFT | $0.00 | $55.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| | | TEMPORARY BARRIER, RELOCATE, TYPE K, FREE STANDING | | | | | | |
| PNC2127485B1_1_025 | 9131300 | FDOT PAY ITEM # 102-73: TEMPORARY GUARDRAIL | 0.00 | LFT | $0.00 | $10.00 | $0.00 | $0.00 |
| PNC2127485B1_1_026 | 9131300 | FDOT PAY ITEM # 102-74-1: CHANNELIZING DEVICE-TYPES I, II, DI, VP, DRUM, OR LCD | 9,155.00 | DAY | $0.00 | $10.00 | $91,550.00 | $13,510.00 |
| PNC2127485B1_1_027 | 9131300 | FDOT PAY ITEM # 102-98-12: BARRICADE TYPE III- TO REMAIN, 6 FT | 0.00 | EA | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_028 | 9131300 | FDOT PAY ITEM # 102-115: TYPE III BARRICADE | 0.00 | DAY | $0.00 | $10.00 | $0.00 | $0.00 |
| PNC2127485B1_1_029 | 9131300 | FDOT PAY ITEM # 102-74-8: CHANNELIZING DEVICE-PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE) | 708.00 | DAY | $0.00 | $10.00 | $7,080.00 | $0.00 |
| PNC2127485B1_1_030 | 9131300 | FDOT PAY ITEM # E102-74-9: TRAFFIC CONES | 19,014.00 | DAY | $0.00 | $10.00 | $190,140.00 | $31,810.00 |
| PNC2127485B1_1_031 | 9131300 | FDOT PAY ITEM # N/A: TUBULAR MARKER, F&I REMOVE | 0.00 | DAY | $0.00 | $12.00 | $0.00 | $0.00 |
| PNC2127485B1_1_032 | 9131300 | FDOT PAY ITEM # 102-75-1: TEMPORARY SEPARATOR, F&I REMOVE | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_033 | 9131300 | FDOT PAY ITEM # 102-75-4: | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| | | TEMPORARY SEPARATOR, RELOCATE | | | | | | |
| PNC2127485B1_1_034 | 9131300 | FDOT PAY ITEM # 102-75-5: TEMPORARY SEPARATOR, REMOVE | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_035 | 9131300 | FDOT PAY ITEM # 102-76: ARROW BOARD / ADVANCE WARNING ARROW PANEL | 186.00 | DAY | $0.00 | $75.00 | $13,950.00 | $2,325.00 |
| PNC2127485B1_1_036 | 9131300 | FDOT PAY ITEM # 102-78-1: TEMPORARY RAISED/RETROREFLECTIVE PAYMENT MARKER, TYPE D | 0.00 | EA | $0.00 | $10.00 | $0.00 | $0.00 |
| PNC2127485B1_1_037 | 9131300 | FDOT PAY ITEM # 102-89-1: TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION, UP TO 30 DAYS | 0.00 | EA | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_038 | 9131300 | FDOT PAY ITEM # 102-99: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY | 1,748.00 | DAY | $0.00 | $120.00 | $209,760.00 | $33,840.00 |
| PNC2127485B1_1_039 | 9131300 | FDOT PAY ITEM # N/A: STEEL ROAD PLATE, UP TO 30 DAYS, F&I REMOVE | 4,520.00 | SQF | $0.00 | $20.00 | $90,400.00 | $1,600.00 |
| PNC2127485B1_1_040 | 9131300 | FDOT PAY ITEM # 102-150-1: PORTABLE REGULATORY, SIGN | 0.00 | DAY | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_041 | 9131300 | FDOT PAY ITEM # 102-150-2: RADAR SPEED DISPLAY UNIT | 0.00 | DAY | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_042 | 9131300 | FDOT PAY ITEM # 102-909: TEMPORARY RAISED RUMBLE | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| | | STRIPS, INCLUDES ALL SETS AND RELOCATIONS | | | | | | |
| PNC2127485B1_1_043 | 9131300 | FDOT PAY ITEM # 102-913-12: REMOVABLE TAPE, BLACK 10-30 FT, 3-9 FT, 6-10 FT, OR 2-4 FT SKIP | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_044 | 9131300 | FDOT PAY ITEM # 102-913-22: REMOVABLE TAPE, WHITE 10-30 FT, 3-9 FT, 6-10 FT, OR 2-4 FT SKIP, 6 IN WIDE | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_045 | 9131300 | FDOT PAY ITEM # 102-913-11: REMOVABLE TAPE, BLACK, SOLID 6 IN | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_046 | 9131300 | FDOT PAY ITEM # 102-913-21: REMOVABLE TAPE, WHITE, SOLID 6 IN | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_047 | 9131300 | FDOT PAY ITEM # 102-913-23: REMOVABLE TAPE, WHITE, 24 IN STOP BAR | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_048 | 9131300 | FDOT PAY ITEM # 102-913-24: REMOVABLE TAPE, WHITE, 12 IN CROSSWALK | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_049 | 9131300 | FDOT PAY ITEM # 102-913-29: REMOVABLE TAPE, WHITE, MESSAGE, SYMBOL OR ARROW | 0.00 | EA | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_050 | 9131300 | FDOT PAY ITEM # 102-913-31: REMOVABLE TAPE, YELLOW, SOLID, 6 IN | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_051 | 9131300 | FDOT PAY ITEM # 102-913-32: REMOVABLE TAPE, YELLOW, 10-30 FT, 3-9 FT, 6-10 FT, or 2-4 FT SKIP | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_052 | 9131300 | FDOT PAY ITEM # N/A: FDOT CERTIFIED FLAG PERSON | 787.00 | DAY | $0.00 | $60.00 | $47,220.00 | $13,980.00 |
| PNC2127485B1_1_053 | 9131300 | FDOT PAY ITEM # N/A: STAKED TEMPORARY CONSTRUCTION FENCE, UP TO 30 DAYS | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_054 | 9131300 | FDOT PAY ITEM # N/A: TRUCK MOUNTED ATTENUATOR (TMA) | 0.00 | DAY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_055 | 9131300 | FDOT PAY ITEM # 104-1: ARTIFICIAL COVERINGS /ROLLED EROSION CONTROL PRODUCTS | 0.00 | SQY | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_056 | 9131300 | FDOT PAY ITEM # 104-10-3: SEDIMENT BARRIER | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_057 | 9131300 | FDOT PAY ITEM # 104-11: FLOATING TURBIDITY BARRIER | 420.00 | LFT | $0.00 | $40.00 | $16,800.00 | $0.00 |
| PNC2127485B1_1_058 | 9131300 | FDOT PAY ITEM # 104-12: STAKED TURBIDITY BARRIER-NYLON REINFORCED PVC | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_059 | 9131300 | FDOT PAY ITEM # 104-15: SOIL TRACKING PREVENTION DEVICE | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_060 | 9131300 | FDOT PAY ITEM # 104-18: INLET | 276.00 | EA | $0.00 | $300.00 | $82,800.00 | $10,200.00 |

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| | | PROTECTION SYSTEM | | | | | | |
| PNC2127485B1_1_061 | 9131300 | FDOT PAY ITEM # N/A: ORANGE PLASTIC MESH AND POST, UP TO 30 DAYS | 300.00 | LFT | $0.00 | $5.00 | $1,500.00 | $1,500.00 |
| PNC2127485B1_1_062 | 9131300 | FDOT PAY ITEM # 107-1: LITTER REMOVAL | 0.00 | SQY | $0.00 | $3.00 | $0.00 | $0.00 |
| PNC2127485B1_1_063 | 9131300 | FDOT PAY ITEM # N/A: SOLID WASTE, LEGAL DISPOSAL FOR ILLEGAL DUMPING | 0.00 | TON | $0.00 | $55.00 | $0.00 | $0.00 |
| PNC2127485B1_1_064 | 9131300 | FDOT PAY ITEM # N/A: SOLID WASTE, LEGAL DISPOSAL FOR LEGAL DUMPING | 0.00 | TON | $0.00 | $55.00 | $0.00 | $0.00 |
| PNC2127485B1_1_065 | 9131300 | FDOT PAY ITEM # 107-2A: MOWING, LESS THAN 24 IN TALL, 1 ACRE MINIMUM CHARGE | 0.00 | ACR | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_066 | 9131300 | FDOT PAY ITEM # 107-2B: MOWING, TALLER THAN 24 IN, 1 ACRE MINIMUM CHARGE | 0.00 | ACR | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_067 | 9131300 | FDOT PAY ITEM # N/A: MOWING, TRIMMING, EDGING, WEEDING AND TRASH PICK-UP | 0.00 | SQY | $0.00 | $2.00 | $0.00 | $0.00 |
| PNC2127485B1_1_068 | 9131300 | FDOT PAY ITEM # N/A: SWEEPING, CURB AND GUTTER | 2,490.00 | LFT | $0.00 | $1.20 | $2,988.00 | $2,988.00 |
| PNC2127485B1_1_069 | 9131300 | FDOT PAY ITEM # N/A: CRACKS AND JOINT CLEANING FOR NON-LANDCAPED AREAS | 0.00 | HR | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_070 | 9131300 | FDOT PAY ITEM # N/A: CRACKS | 0.00 | HR | $0.00 | $20.00 | $0.00 | $0.00 |

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| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

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| | | AND JOINT CLEANING WITH STEAM WEEDER FOR NON-LANDCAPED AREAS | | | | | | |
| PNC2127485B1_1_071 | 9131300 | FDOT PAY ITEM # N/A: VACUUM INLETS; PIPE RODDING UP TO 48 IN | 0.00 | EA | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_072 | 9131300 | FDOT PAY ITEM # N/A: INSECTICIDE APPLICATION, BASED ON INTEGRATED PEST MANAGEMENT (IPM); INCLUDES PRODUCT | 0.00 | HR | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_073 | 9131300 | FDOT PAY ITEM # N/A: REGRADE SWALE | 14,258.00 | SQY | $0.00 | $100.00 | $1,425,800.00 | $576,279.00 |
| PNC2127485B1_1_074 | 9131300 | FDOT PAY ITEM # 110-3-1: REMOVAL OF EXISTING CONCRETE BRIDGE DECK | 0.00 | SQF | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_075 | 9131300 | FDOT PAY ITEM # 110-3-2: REMOVAL OF EXISTING STEEL BRIDGE DECK | 0.00 | SQF | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_076 | 9131300 | FDOT PAY ITEM # 110-3-3: REMOVAL OF EXISTING PILE JACKET | 60.00 | LFT | $0.00 | $200.00 | $12,000.00 | $12,000.00 |
| PNC2127485B1_1_077 | 9131300 | FDOT PAY ITEM # 110-3-4: REMOVAL OF EXISTING SAND CEMENT RIPRAP | 0.00 | SQF | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_078 | 9131300 | FDOT PAY ITEM # 110-3-5: REMOVAL OF EXISTING BRIDGE JOINT | 421.00 | LFT | $0.00 | $110.00 | $46,310.00 | $0.00 |

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| PNC2127485B1_1_079 | 9131300 | FDOT PAY ITEM # 110-3-6: REMOVAL OF EXISTING BRIDGE- CONCRETE TRAFFIC BARRIER, | 930.00 | LFT | $0.00 | $50.00 | $46,500.00 | $0.00 |
| PNC2127485B1_1_080 | 9131300 | FDOT PAY ITEM # 110-3-7: REMOVAL OF EXISTING STEEL SIDEWALK GRATING | 0.00 | SQF | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_081 | 9131300 | FDOT PAY ITEM # 110-3-8: REMOVAL OF EXISTING BRIDGE HANDRAIL, CONCRETE RAILING/BARRIER REMAINS | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_082 | 9131300 | FDOT PAY ITEM # 110-3: REMOVAL OF EXISTING STRUCTURES/BRIDGES | 0.00 | CUF | $0.00 | $10.00 | $0.00 | $0.00 |
| PNC2127485B1_1_083 | 9131300 | FDOT PAY ITEM # 110-4-10A: REMOVAL OF EXISTING CONCRETE SIDEWALK, PAVEMENT AND SLOPE PAVEMENT ANY THICKNESS | 8,743.00 | SQY | $0.00 | $105.00 | $918,015.00 | $725,903.85 |
| PNC2127485B1_1_084 | 9131300 | FDOT PAY ITEM # 110-4-10B: REMOVAL OF EXISTING MSE WALL | 27.00 | SQY | $0.00 | $50.00 | $1,350.00 | $0.00 |
| PNC2127485B1_1_085 | 9131300 | FDOT PAY ITEM # 110-4-10C: REMOVAL OF EXISTING RETAINING WALL | 0.00 | SQY | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_086 | 9131300 | FDOT PAY ITEM # 110-4-10D: REMOVAL OF EXISTING NOISE WALL | 365.00 | SQY | $0.00 | $50.00 | $18,250.00 | $0.00 |

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| PNC2127485B1_1_087 | 9131300 | FDOT PAY ITEM # 110-4-10E: REMOVAL OF EXISTING ROADWAY CONCRETE TRAFFIC BARRIER | 0.00 | SQY | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_088 | 9131300 | FDOT PAY ITEM # 110-4-10F REMOVAL OF EXISTING CONCRETE CURB AND GUTTER | 340.00 | LFT | $0.00 | $40.00 | $13,600.00 | $3,160.00 |
| PNC2127485B1_1_089 | 9131300 | FDOT PAY ITEM # 110-8-3: UNDERWATER DEBRIS REMOVAL | 0.00 | CUY | $0.00 | $150.00 | $0.00 | $0.00 |
| PNC2127485B1_1_090 | 9131300 | FDOT PAY ITEM # 110-12-1: HYDRODEMOLITION, REMOVAL OF DECK SURFACE | 0.00 | SQY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_091 | 9131300 | FDOT PAY ITEM # 110-82: REMOVE AND DISPOSE OF STRUCTURAL TIMBER, UNIT OF MEASURE IS THOUSAND BOARD FOOT | 0.00 | EA | $0.00 | $35.00 | $0.00 | $0.00 |
| PNC2127485B1_1_092 | 9131300 | FDOT PAY ITEM # N/A: REMOVAL OF EXISTING SEAWALL CAPS, UP TO 24 IN WIDE | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_093 | 9131300 | FDOT PAY ITEM # N/A: REMOVAL AND DISPOSAL OF UNSUITABLE, NON-CONTAMINATED MATERIALS | 0.00 | CUY | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_094 | 9131300 | FDOT PAY ITEM E106-22-5: REMOVAL & DISPOSAL | 121.00 | CUY | $0.00 | $60.00 | $7,260.00 | $4,800.00 |

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| | | MATERIALS | | | | | | |
| PNC2127485B1_1_095 | 9131300 | FDOT PAY ITEM # 120-1: REGULAR EXCAVATION | 5,785.22 | CUY | $0.00 | $35.00 | $202,482.78 | $3,922.45 |
| PNC2127485B1_1_096 | 9131300 | FDOT PAY ITEM # 120-3: LATERAL DITCH EXCAVATION | 0.00 | CUY | $0.00 | $12.00 | $0.00 | $0.00 |
| PNC2127485B1_1_097 | 9131300 | FDOT PAY ITEM # 120-4: SUBSOIL EXCAVATION | 0.00 | CUY | $0.00 | $12.00 | $0.00 | $0.00 |
| PNC2127485B1_1_098 | 9131300 | FDOT PAY ITEM # 120-5: CHANNEL EXCAVATION | 0.00 | CUY | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_099 | 9131300 | FDOT PAY ITEM # 120-6: EMBANKMENT | 1,957.00 | CUY | $0.00 | $35.00 | $68,495.00 | $2,450.00 |
| PNC2127485B1_1_100 | 9131300 | FDOT PAY ITEM # 120-72A: GRAVEL FILL | 3.00 | CUY | $0.00 | $50.00 | $150.00 | $150.00 |
| PNC2127485B1_1_101 | 9131300 | FDOT PAY ITEM # 120-72B: 2 IN BROWN RIVER ROCK | 0.00 | CUY | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_102 | 9131300 | FDOT PAY ITEM # 121-70-2: FLOWABLE FILL | 245.00 | CUY | $0.00 | $140.00 | $34,300.00 | $0.00 |
| PNC2127485B1_1_103 | 9131300 | FDOT PAY ITEM # N/A: FLOWABLE FINE GROUT, 3000 PSI | 0.00 | CUY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_104 | 9131300 | FDOT PAY ITEM # 125-1: EXCAVATION FOR STRUCTURES AND PIPE | 0.00 | CUY | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_105 | 9131300 | FDOT PAY ITEM # N/A: SAND FILL, F&I | 10.00 | CUY | $0.00 | $75.00 | $750.00 | $750.00 |
| PNC2127485B1_1_106 | 9131300 | FDOT PAY ITEM # 145-1: GEOSYNTHETIC REINFORCED SOIL SLOPE | 0.00 | SQF | $0.00 | $30.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_107 | 9131300 | FDOT PAY ITEM # 162-1-1: PREPARED SOIL LAYER, FINISH SOIL DEPTH, 6 IN | 1,116.00 | SQY | $0.00 | $12.00 | $13,392.00 | $0.00 |
| PNC2127485B1_1_108 | 9131300 | FDOT PAY ITEM # 162-2-1: PREPARED SOIL LAYER, ORGANIC SOIL LAYER, 6 IN | 0.00 | SQY | $0.00 | $12.00 | $0.00 | $0.00 |
| PNC2127485B1_1_109 | 9131300 | FDOT PAY ITEM # N/A: BALLAST ROCK, FRENCH DRAIN AGGREGATE, F&I | 18.00 | CUY | $0.00 | $50.00 | $900.00 | $0.00 |
| PNC2127485B1_1_110 | 9131300 | FDOT PAY ITEM # 173-71: DRILLING HOLES FOR PRESSURE GROUTING FOR PIPE UP TO 4 IN INSIDE DIA - EACH | 0.00 | EA | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_111 | 9131300 | FDOT PAY ITEM # 173-76: GROUT PIPE INSTALLATION UP TO 4 IN INSIDE DIA | 4.00 | LFT | $0.00 | $50.00 | $200.00 | $0.00 |
| PNC2127485B1_1_112 | 9131300 | FDOT PAY ITEM # 173-77-1: SUBSURFACE PRESSURE GROUTING, SAND CEMENT | 0.00 | CUY | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_113 | 9131300 | FDOT PAY ITEM # 160-4: TYPE B STABILIZATION | 1,091.00 | SQY | $0.00 | $15.00 | $16,365.00 | $0.00 |
| PNC2127485B1_1_114 | 9131300 | FDOT PAY ITEM # 175-1: RESEATING CONCRETE PAVEMENT | 0.00 | SQY | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_115 | 9131300 | FDOT PAY ITEM # 210-1-1: REWORKING LIMEROCK BASE, 6 IN | 513.00 | SQY | $0.00 | $40.00 | $20,520.00 | $1,440.00 |
| PNC2127485B1_1_116 | 9131300 | FDOT PAY ITEM # 210-1-8: | 0.00 | SQY | $0.00 | $30.00 | $0.00 | $0.00 |

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| | | REWORKING LIMEROCK BASE, 4 IN | | | | | | |
| PNC2127485B1_1_117 | 9131300 | FDOT PAY ITEM # 210-1-9: REWORKING LIMEROCK BASE, 3 IN | 0.00 | SQY | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_118 | 9131300 | FDOT PAY ITEM # 210-2: LIMEROCK, NEW MATERIAL FOR REWORKING BASE | 229.19 | CUY | $0.00 | $70.00 | $16,042.96 | $1,610.00 |
| PNC2127485B1_1_119 | 9131300 | FDOT PAY ITEM # 285-703: OPTIONAL BASE, BASE GROUP 03 | 0.00 | SQY | $0.00 | $13.00 | $0.00 | $0.00 |
| PNC2127485B1_1_120 | 9131300 | FDOT PAY ITEM # 285-704: OPTIONAL BASE, BASE GROUP 04 | 170.00 | SQY | $0.00 | $14.00 | $2,380.00 | $0.00 |
| PNC2127485B1_1_121 | 9131300 | FDOT PAY ITEM # 285-705: OPTIONAL BASE, BASE GROUP 05 | 0.00 | SQY | $0.00 | $15.00 | $0.00 | $0.00 |
| PNC2127485B1_1_122 | 9131300 | FDOT PAY ITEM # 285-706: OPTIONAL BASE, BASE GROUP 06 | 0.00 | SQY | $0.00 | $16.00 | $0.00 | $0.00 |
| PNC2127485B1_1_123 | 9131300 | FDOT PAY ITEM # 285-707: OPTIONAL BASE, BASE GROUP 07 | 0.00 | SQY | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_124 | 9131300 | FDOT PAY ITEM # 285-708: OPTIONAL BASE, BASE GROUP 08 | 0.00 | SQY | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_125 | 9131300 | FDOT PAY ITEM # 285-709: OPTIONAL BASE, BASE GROUP | 0.00 | SQY | $0.00 | $25.00 | $0.00 | $0.00 |

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| | | 09 | | | | | | |
| PNC2127485B1_1_126 | 9131300 | FDOT PAY ITEM # 285-710: OPTIONAL BASE, BASE GROUP 10 | 0.00 | SQY | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_127 | 9131300 | FDOT PAY ITEM # 285-711: OPTIONAL BASE, BASE GROUP 11 | 200.00 | SQY | $0.00 | $25.00 | $5,000.00 | $0.00 |
| PNC2127485B1_1_128 | 9131300 | FDOT PAY ITEM # 285-712: OPTIONAL BASE, BASE GROUP 12 | 0.00 | SQY | $0.00 | $26.00 | $0.00 | $0.00 |
| PNC2127485B1_1_129 | 9131300 | FDOT PAY ITEM # 285-713: OPTIONAL BASE, BASE GROUP 13 | 0.00 | SQY | $0.00 | $27.00 | $0.00 | $0.00 |
| PNC2127485B1_1_130 | 9131300 | FDOT PAY ITEM # 285-714: OPTIONAL BASE, BASE GROUP 14 | 0.00 | SQY | $0.00 | $28.00 | $0.00 | $0.00 |
| PNC2127485B1_1_131 | 9131300 | FDOT PAY ITEM # 285-715A: OPTIONAL BASE, BASE GROUP 15 | 0.00 | SQY | $0.00 | $29.00 | $0.00 | $0.00 |
| PNC2127485B1_1_132 | 9131300 | FDOT PAY ITEM # 285-715B: OPTIONAL BASE, BASE GROUP 15, ASPHALT BASE OPTION ONLY | 0.00 | SQY | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_133 | 9131300 | FDOT PAY ITEM # 286-1: TURNOUT CONSTRUCTION/DRIVEWAY BASE-OPTIONAL MATERIALS | 0.00 | SQY | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_134 | 9131300 | FDOT PAY ITEM # 287-1: | 0.00 | CUY | $0.00 | $250.00 | $0.00 | $0.00 |

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| | | ASPHALT TREATED PERMEABLE BASE | | | | | | |
| PNC2127485B1_1_135 | 9131300 | FDOT PAY ITEM # 288-001-A: CEMENT TREATED PERMEABLE BASE | 0.00 | CUY | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_136 | 9131300 | FDOT PAY ITEM # 305-1: BITUMINOUS CRACK AND JOINT SEALING FOR ASPHALTIC CONCRETE ROADWAY | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_137 | 9131300 | FDOT PAY ITEM # 327-70-1: MILLING EXISTING ASPHALT PAVEMENT, 1 IN AVG DEPTH | 26,227.67 | SQY | $0.00 | $6.00 | $157,366.00 | $216.00 |
| PNC2127485B1_1_138 | 9131300 | FDOT PAY ITEM # 327-70-4: MILLING EXISTING ASPHALT PAVEMENT, 3 IN AVG DEPTH | 1,485.00 | SQY | $0.00 | $12.00 | $17,820.00 | $0.00 |
| PNC2127485B1_1_139 | 9131300 | FDOT PAY ITEM # 327-70-5: MILLING EXISTING ASPHALT PAVEMENT, 2 IN AVG DEPTH | 1,111.00 | SQY | $0.00 | $6.00 | $6,666.00 | $2,400.00 |
| PNC2127485B1_1_140 | 9131300 | FDOT PAY ITEM # 327-70-6: MILLING EXISTING ASPHALT PAVEMENT, 1 1/2 IN AVG DEPTH | 0.00 | SQY | $0.00 | $6.00 | $0.00 | $0.00 |
| PNC2127485B1_1_141 | 9131300 | FDOT PAY ITEM # 327-70-8: MILLING EXISTING ASPHALT PAVEMENT, 2 1/2 IN AVG DEPTH | 0.00 | SQY | $0.00 | $12.00 | $0.00 | $0.00 |
| PNC2127485B1_1_142 | 9131300 | FDOT PAY ITEM # 327-70-16: | 0.00 | SQY | $0.00 | $4.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | MILLING EXISTING ASPHALT PAVEMENT, 1/2 IN AVG DEPTH | | | | | | |
| PNC2127485B1_1_143 | 9131300 | FDOT PAY ITEM # 327-70-19: MILLING EXISTING ASPHALT PAVEMENT, 3/4 IN AVG DEPTH | 0.00 | SQY | $0.00 | $4.00 | $0.00 | $0.00 |
| PNC2127485B1_1_144 | 9131300 | FDOT PAY ITEM # N/A: TYPE S ASPHALTIC CONCRETE, F&I | 0.00 | TON | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_145 | 9131300 | FDOT PAY ITEM # N/A: TEMPORARY PATCH USING COLD ASPHALTIC MIX, F&I | 0.00 | CUF | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_146 | 9131300 | FDOT PAY ITEM # 334-1-12A, 334-1-13A, OR 334-1-15A: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR E, LESS THAN 100 TON | 135.00 | TON | $0.00 | $250.00 | $33,750.00 | $2,000.00 |
| PNC2127485B1_1_147 | 9131300 | FDOT PAY ITEM # 334-1-12B, 334-1-13B, OR 334-1-15B: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR E, 100 to 500 TON | 176.00 | TON | $0.00 | $250.00 | $44,000.00 | $15,000.00 |
| PNC2127485B1_1_148 | 9131300 | FDOT PAY ITEM # 334-1-12C, 334-1-13C, OR 334-1-15C: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR E, GREATER THAN OR EQUAL TO 501 TON | 0.00 | TON | $0.00 | $180.00 | $0.00 | $0.00 |
| PNC2127485B1_1_149 | 9131300 | FDOT PAY ITEM # 334-1-52, 334-1-53, OR 334-1-55: SUPERPAVE | 163.40 | TON | $0.00 | $175.00 | $28,595.00 | $0.00 |

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| | | ASPHALTIC CONCRETE, TRAFFIC B, C, OR E, PG 76-22 | | | | | | |
| PNC2127485B1_1_150 | 9131300 | FDOT PAY ITEM # 334-1-56, 334-1-57, OR 334-1-59: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, OR E, HIGH POLYMER | 50.00 | TON | $0.00 | $175.00 | $8,750.00 | $0.00 |
| PNC2127485B1_1_151 | 9131300 | FDOT PAY ITEM # 337-7-80, 337-7-81, 337-7-82, 337-7-83, OR 337-7-88: ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, C, OR E, FC-9.5, FC-12.5 PG 76-22 | 1,461.40 | TON | $0.00 | $180.00 | $263,052.00 | $0.00 |
| PNC2127485B1_1_152 | 9131300 | FDOT PAY ITEM # 337-7-90, 337-7-91, 337-7-92, 337-7-93, OR 337-7-95: ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, C, OR E FC-9.5, FC-12.5 HIGH POLYMER | 0.00 | TON | $0.00 | $175.00 | $0.00 | $0.00 |
| PNC2127485B1_1_153 | 9131300 | FDOT PAY ITEM # 339-1: MISCELLANEOUS ASPHALT PAVEMENT | 8.00 | TON | $0.00 | $250.00 | $2,000.00 | $0.00 |
| PNC2127485B1_1_154 | 9131300 | FDOT PAY ITEM # 350-3-13: PLAIN CEMENT CONCRETE PAVEMENT, 9 IN, 9.5 IN OR 10 IN | 0.00 | SQY | $0.00 | $72.00 | $0.00 | $0.00 |
| PNC2127485B1_1_155 | 9131300 | FDOT PAY ITEM # 350-4-13: REINFORCED CEMENT CONCRETE PAVEMENT, 12 IN | 0.00 | SQY | $0.00 | $80.00 | $0.00 | $0.00 |
| PNC2127485B1_1_156 | 9131300 | FDOT PAY ITEM # 350-5: | 0.00 | LFT | $0.00 | $10.00 | $0.00 | $0.00 |

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| | | CLEANING AND SEALING JOINTS- CONCRETE PAVEMENT | | | | | | |
| PNC2127485B1_1_157 | 9131300 | FDOT PAY ITEM # 350-6: CLEANING AND SEALING RANDOM CRACKS- CONCRETE PAVEMENT | 0.00 | LFT | $0.00 | $10.00 | $0.00 | $0.00 |
| PNC2127485B1_1_158 | 9131300 | FDOT PAY ITEM # 352-70: GRINDING CONCRETE PAVEMENT | 0.00 | SQY | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_159 | 9131300 | FDOT PAY ITEM # 353-70: CONCRETE PAVEMENT SLAB REPLACEMENT | 0.00 | CUY | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_160 | 9131300 | FDOT PAY ITEM # 370-1: BRIDGE APPROACH EXPANSION JOINT FOR CONCRETE PAVEMENT | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_161 | 9131300 | FDOT PAY ITEM # 523-3A: PATTERNED PAVEMENT, VEHICULAR AREAS, FDOT APL 523-000-009, TRAFFIC PATTERNS ONLY | 0.00 | SQY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_162 | 9131300 | FDOT PAY ITEM # 523-3B: PATTERNED PAVEMENT, NON-VEHICULAR AREAS | 0.00 | SQY | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_163 | 9131300 | FDOT ITEM # N/A: PAVEMENT WATERPROOFING FABRIC | 12,971.00 | SQF | $0.00 | $250.00 | $3,242,750.00 | $0.00 |
| PNC2127485B1_1_164 | 9131300 | FDOT PAY ITEM # 400-0-11: CONCRETE CLASS NS, | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |

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| | | GRAVITY WALL INDEX 400-011 | | | | | | |
| PNC2127485B1_1_165 | 9131300 | FDOT PAY ITEM # 400-1-30: CONCRETE, CLASS I (SEAL) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_166 | 9131300 | FDOT PAY ITEM # 400-1-AAA: CLASS I CONCRETE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_167 | 9131300 | FDOT PAY ITEM # 400-2-1: CONCRETE CLASS II, CULVERTS | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_168 | 9131300 | FDOT PAY ITEM # 400-2-4: CONCRETE CLASS II, BRIDGE SUPERSTRUCTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_169 | 9131300 | FDOT PAY ITEM # 400-2-5: CONCRETE CLASS II, BRIDGE SUBSTRUCTURE, | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_170 | 9131300 | FDOT PAY ITEM # 400-2-8: CONCRETE CLASS II, BULKHEAD, | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_171 | 9131300 | FDOT PAY ITEM # 400-2-10: CONCRETE CLASS II, APPROACH SLABS/BRIDGE DECK | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_172 | 9131300 | FDOT PAY ITEM # 400-2-11: CONCRETE CLASS II, RETAINING WALLS | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_173 | 9131300 | FDOT PAY ITEM # 400-2-12: CONCRETE CLASS II, TRENCH SLAB | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_174 | 9131300 | FDOT PAY ITEM # 400-2-25: | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |

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| | | CONCRETE CLASS II, MASS, BRIDGE SUBSTRUCTURE | | | | | | |
| PNC2127485B1_1_175 | 9131300 | FDOT PAY ITEM # 400-2-41: CONCRETE CLASS II, PRECAST DECK OVERLAY | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_176 | 9131300 | FDOT PAY ITEM # 400-2-47: CONCRETE CLASS II, CAST-IN-PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_177 | 9131300 | FDOT PAY ITEM # 400-2-AAA: CLASS II CONCRETE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_178 | 9131300 | FDOT PAY ITEM # 400-3-1: CONCRETE CLASS III, CULVERTS | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_179 | 9131300 | FDOT PAY ITEM # 400-3-8: CONCRETE CLASS III, BULKHEAD | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_180 | 9131300 | FDOT PAY ITEM # 400-3-AAA: CLASS III CONCRETE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_181 | 9131300 | FDOT PAY ITEM # 400-4-1: CONCRETE CLASS IV, CULVERTS | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_182 | 9131300 | FDOT PAY ITEM # 400-4-4: CONCRETE CLASS IV, SUPERSTRUCTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_183 | 9131300 | FDOT PAY ITEM # 400-4-5: CONCRETE CLASS IV, BRIDGE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |

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| | | SUBSTRUCTURE | | | | | | |
| PNC2127485B1_1_184 | 9131300 | FDOT PAY ITEM # 400-4-6: CONCRETE CLASS IV, COUNTERWEIGHT | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_185 | 9131300 | FDOT PAY ITEM # 400-4-8: CONCRETE CLASS IV, BULKHEAD | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_186 | 9131300 | FDOT PAY ITEM # 400-4-11: CONCRETE CLASS IV, RETAINING WALLS | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_187 | 9131300 | FDOT PAY ITEM # 400-4-25: CONCRETE CLASS IV, MASS, SUBSTRUCTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_188 | 9131300 | FDOT PAY ITEM # 400-4-26: CONCRETE CLASS IV, MASS, SUPERSTRUCTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_189 | 9131300 | FDOT PAY ITEM # 400-4-41: CONCRETE CLASS IV, PRECAST DECK OVERLAY | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_190 | 9131300 | FDOT PAY ITEM # 400-4-47: CONCRETE CLASS IV, CAST-IN-PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_191 | 9131300 | FDOT PAY ITEM # 400-4-104: CONCRETE CLASS IV, BRIDGE SUPERSTRUCTURE, LT WT (116 PCF) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_192 | 9131300 | FDOT PAY ITEM # 400-4-AAA: CLASS IV CONCRETE | 16.00 | CUY | $0.00 | $300.00 | $4,800.00 | $0.00 |
| PNC2127485B1_1_193 | 9131300 | FDOT PAY ITEM # 400-6: PRECAST ANCHOR BEAMS | 0.00 | EA | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_194 | 9131300 | FDOT PAY ITEM # 400-8-5: CONCRETE CLASS V, BRIDGE SUBSTRUCTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_195 | 9131300 | FDOT PAY ITEM # 400-8-22: CONCRETE CLASS V, SUPER STRUCTURE CLOSURE JOINT | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_196 | 9131300 | FDOT PAY ITEM # 400-8-25: CONCRETE CLASS V, MASS, SUBSTRUCTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_197 | 9131300 | FDOT PAY ITEM # 400-8-106: CONCRETE CLASS V, MICROSILICA SUBSTRUCTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_198 | 9131300 | FDOT PAY ITEM # 400-8-107: CONCRETE CLASS V, MICROSILICA SUBSTRUCTURE MASS | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_199 | 9131300 | FDOT PAY ITEM # 400-8-AAA: CLASS V CONCRETE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_200 | 9131300 | FDOT PAY ITEM # 400-9-1: BRIDGE DECK PLANING | 0.00 | SQY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_201 | 9131300 | FDOT PAY ITEM # 400-16-22: CONCRETE CLASS VI, SUPERSTRUCTURE - CLOSURE JOINT | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_202 | 9131300 | FDOT PAY ITEM # 400-16-25: CONCRETE CLASS VI, MASS, SUBSTRUCTURE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_203 | 9131300 | FDOT PAY ITEM # 400-16-AAA: CLASS VI CONCRETE | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_204 | 9131300 | FDOT PAY ITEM # 400-32: CONCRETE FOR JOINT REPAIRS | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_205 | 9131300 | FDOT PAY ITEM # N/A: ADD FIBER TO CONCRETE MIX | 0.00 | CUY | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_206 | 9131300 | FDOT PAY ITEM # 400-0-11: TYPE 1 -FDOT CLASS NS, 3,000 PSI, REGULAR, PUMP MIX OR SLIP FORM MIX (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_207 | 9131300 | FDOT PAY ITEM # 400--1-AAA: TYPE 1 -FDOT CLASS I, 3,000 PSI, REGULAR OR PUMP MIX (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_208 | 9131300 | FDOT PAY ITEM # 400-2-AAA: TYPE 1 -FDOT CLASS II, 3,400 PSI, REGULAR OR PUMP MIX (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_209 | 9131300 | FDOT PAY ITEM # 400-2-4: TYPE 1 -FDOT CLASS II (BRIDGE DECK), 4,500 PSI, REGULAR OR PUMP MIX (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_210 | 9131300 | FDOT PAY ITEM # 400-4-AAA: TYPE 1 -FDOT CLASS IV, 5,500 | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |

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| | | PSI, REGULAR OR PUMP MIX (MATERIAL ONLY) | | | | | | |
| PNC2127485B1_1_211 | 9131300 | FDOT PAY ITEM # 121-70: TYPE 1 -FLOWABLE FILL (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_212 | 9131300 | FDOT PAY ITEM # N/A: TYPE 1 - FLOWABLE FINE GROUT, 3000 PSI (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_213 | 9131300 | FDOT PAY ITEM # N/A: TYPE 1 - DELIVERY CHARGE FOR ORDERS OF LESS THAN 5 CY | 0.00 | EA | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_214 | 9131300 | FDOT PAY ITEM # N/A: TYPE 2 - CLASS NS, 3,000 PSI, REGULAR, PUMP MIX OR SLIP FORM MIX (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_215 | 9131300 | FDOT PAY ITEM # N/A: TYPE 2 - CLASS I, 3,000 PSI, REGUALR OR PUMP MIX (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_216 | 9131300 | FDOT PAY ITEM # N/A: TYPE 2 - CLASS II, 3,400 PSI, REGULAR OR PUMP MIX (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_217 | 9131300 | FDOT PAY ITEM # N/A: TYPE 2 - CLASS II (Bridge Deck), 4,500 PSI, REGULAR OR PUMP MIX (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_218 | 9131300 | FDOT PAY ITEM # N/A: TYPE 2 - CLASS IV, 5,500 psi, REGULAR. | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

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| | | OR PUMP MIX (MATERIAL ONLY) | | | | | | |
| PNC2127485B1_1_219 | 9131300 | FDOT PAY ITEM # 121-70: TYPE 2 -FLOWABLE FILL (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $65.00 | $0.00 | $0.00 |
| PNC2127485B1_1_220 | 9131300 | FDOT PAY ITEM # N/A: TYPE 2 - FLOWABLE FINE GROUT, 3000 PSI (MATERIAL ONLY) | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_221 | 9131300 | FDOT PAY ITEM # N/A: TYPE 2 - DELIVERY CHARGE FOR ORDERS OF LESS THAN 5 CY | 0.00 | EA | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_222 | 9131300 | FDOT PAY ITEM # N/A: TYPE 3 - EQUIPMENT: RENTAL OF TRAILER-MOUNTED PUMP WITH OPERATOR, 2 HR MINIMUM CHARGE | 0.00 | HR | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_223 | 9131300 | FDOTPAY ITEM #400-0-AAA:Â Type 1 - FDOT CLASS NS, 3,000 PSI, REGULAR PUMP MIX (MATERIAL ONLY)Â | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_224 | 9131300 | FDOT PAY ITEM # 400-1-AAA: TYPE 1 -FDOT CLASS I, 3,000 PSI, REGULAR OR PUMP MIX (MATERIAL ONLY)Â | 0.00 | CUY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_225 | 9131300 | FDOT PAY ITEM # 415-1-A: REINFORCING STEEL | 2,110.00 | LBS | $0.00 | $10.00 | $21,100.00 | $0.00 |
| PNC2127485B1_1_226 | 9131300 | FDOT PAY ITEM # 415-1-B: REINFORCING STEEL, EPOXY | 0.00 | LBS | $0.00 | $20.00 | $0.00 | $0.00 |

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| | | COATED | | | | | | |
| PNC2127485B1_1_227 | 9131300 | FDOT PAY ITEM # 415-1-4: OR 415-1-5: REINFORCING STEEL - BRIDGE SUPERSTRUCTURE OR BRIDGE - SUBSTRUCTURE | 0.00 | LBS | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_228 | 9131300 | FDOT PAY ITEM # 415-2-A: STAINLESS, REINFORCING STEEL | 0.00 | LBS | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_229 | 9131300 | FDOT PAY ITEM # 415-2-4: OR 415-2-5: STAINLESS REINFORCING STEEL, SUPERSTRUCTURE OR SUBSTRUCTURE FOR STRUCTURES NOT OVER WATER | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_230 | 9131300 | FDOT PAY ITEM # 415-2-4: OR 415-2-5: STAINLESS REINFORCING STEEL, SUPERSTRUCTURE OR SUBSTRUCTURE FOR STRUCTURES OVER WATER | 0.00 | LFT | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_231 | 9131300 | FDOT PAY ITEM # 425-1-201: INLETS, CURB, TYPE 9, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_232 | 9131300 | FDOT PAY ITEM # 425-1-205: INLETS, CURB, TYPE 9, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_233 | 9131300 | FDOT PAY ITEM # 425-1-211: INLETS, CURB, TYPE 10, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_234 | 9131300 | FDOT PAY ITEM # 425-1-215: INLETS, CURB, TYPE 10, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_235 | 9131300 | FDOT PAY ITEM # 425-1-311: INLETS, CURB, TYPE P-1, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_236 | 9131300 | FDOT PAY ITEM # 425-1-315: INLETS, CURB, TYPE P-1, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_237 | 9131300 | FDOT PAY ITEM # 425-1-321: INLETS, CURB, TYPE P-2, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_238 | 9131300 | FDOT PAY ITEM # 425-1-322: INLETS, CURB, TYPE P-2, >10 FT | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_239 | 9131300 | FDOT PAY ITEM # 425-1-325: INLETS, CURB, TYPE P-2, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_240 | 9131300 | FDOT PAY ITEM # 425-1-331: INLETS, CURB, TYPE P-3, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_241 | 9131300 | FDOT PAY ITEM # 425-1-335: INLETS, CURB, TYPE P-3, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_242 | 9131300 | FDOT PAY ITEM # 425-1-341: INLETS, CURB, TYPE P-4, <10FT | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_243 | 9131300 | FDOT PAY ITEM # 425-1-345: INLETS, CURB, TYPE P-4, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_244 | 9131300 | FDOT PAY ITEM # 425-1-351: INLETS, CURB, TYPE P-5, | 2.00 | EA | $0.00 | $750.00 | $1,500.00 | $0.00 |
| PNC2127485B1_1_245 | 9131300 | FDOT PAY ITEM # 425-1-352: | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |

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| | | INLETS, CURB, TYPE P-5, >10 FT | | | | | | |
| PNC2127485B1_1_246 | 9131300 | FDOT PAY ITEM # 425-1-355: INLETS, CURB, TYPE P-5, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_247 | 9131300 | FDOT PAY ITEM # 425-1-361: INLETS, CURB, TYPE P-6, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_248 | 9131300 | FDOT PAY ITEM # 425-1-362: INLETS, CURB, TYPE P-6, >10 FT | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_249 | 9131300 | FDOT PAY ITEM # 425-1-365: INLETS, CURB, TYPE P-6, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_250 | 9131300 | FDOT PAY ITEM # 425-1-471: INLETS, CURB, TYPE 7, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_251 | 9131300 | FDOT PAY ITEM # 425-1-475: INLETS, CURB, TYPE 7, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_252 | 9131300 | FDOT PAY ITEM # 425-1-481: INLETS, CURB, TYPE 8, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_253 | 9131300 | FDOT PAY ITEM # 425-1-485: INLETS, CURB, TYPE 8, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_254 | 9131300 | FDOT PAY ITEM # 425-1-501: INLETS, DT BOT, TYPE A, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_255 | 9131300 | FDOT PAY ITEM # 425-1-511: INLETS, DT BOT, TYPE B, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_256 | 9131300 | FDOT PAY ITEM # 425-1-512: INLETS, DT BOT, TYPE B, >10 FT | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_257 | 9131300 | FDOT PAY ITEM # 425-1-513: | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |

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| | | INLETS, DT BOT, TYPE B, J BOT, | | | | | | |
| PNC2127485B1_1_258 | 9131300 | FDOT PAY ITEM # 425-1-515: INLETS, DT BOT, TYPE B, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_259 | 9131300 | FDOT PAY ITEM # 425-1-521: INLETS, DT BOT, TYPE C, | 49.00 | EA | $0.00 | $750.00 | $36,750.00 | $0.00 |
| PNC2127485B1_1_260 | 9131300 | FDOT PAY ITEM # 425-1-522: INLETS, DT BOT, TYPE C, >10 FT | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_261 | 9131300 | FDOT PAY ITEM # 425-1-525: INLETS, DT BOT, TYPE C, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_262 | 9131300 | FDOT PAY ITEM # 425-1-531: INLETS, DT BOT, TYPE C, MODIFIED- BACK OF SIDEWALK, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_263 | 9131300 | FDOT PAY ITEM # 425-1-541: INLETS, DT BOT, TYPE D, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_264 | 9131300 | FDOT PAY ITEM # 425-1-551: INLETS, DT BOT, TYPE E, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_265 | 9131300 | FDOT PAY ITEM # 425-1-581: INLETS, DT BOT, TYPE H, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_266 | 9131300 | FDOT PAY ITEM # 425-1-701: INLETS, GUTTER, TYPE S, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_267 | 9131300 | FDOT PAY ITEM # 425-1-703: INLETS, GUTTER, TYPE S, J BOTTOM, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_268 | 9131300 | FDOT PAY ITEM # 425-1-705: INLETS, GUTTER, TYPE S, | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |

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| | | PARTIAL | | | | | | |
| PNC2127485B1_1_269 | 9131300 | FDOT PAY ITEM # 425-1-711: INLETS, GUTTER, TYPE V, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_270 | 9131300 | FDOT PAY ITEM # 425-1-715: INLETS, GUTTER, TYPE V, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_271 | 9131300 | FDOT PAY ITEM # 425-1-783: INLETS, MEDIAN BARRIER, TYPE 1, J BOT, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_272 | 9131300 | FDOT PAY ITEM # 425-1-793: INLETS, MEDIAN BARRIER, TYPE 2, J BOT, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_273 | 9131300 | FDOT PAY ITEM # 425-1-910: INLETS, CLOSED FLUME | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_274 | 9131300 | FDOT PAY ITEM # 425-2-41: MANHOLES, P-7, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_275 | 9131300 | FDOT PAY ITEM # 425-2-43: MANHOLES, P-7, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_276 | 9131300 | FDOT PAY ITEM # 425-2-61: MANHOLES, P-8, | 1.00 | EA | $0.00 | $750.00 | $750.00 | $0.00 |
| PNC2127485B1_1_277 | 9131300 | FDOT PAY ITEM # 425-2-63: MANHOLES, P-8, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_278 | 9131300 | FDOT PAY ITEM # 425-2-71: MANHOLES, J-7, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_279 | 9131300 | FDOT PAY ITEM # 425-2-73: MANHOLES, J-7, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_280 | 9131300 | FDOT PAY ITEM # 425-2-110: MANHOLES, REPAIR | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_281 | 9131300 | FDOT PAY ITEM # 425-3-41: JUNCTION BOX, DRAINAGE, P-7, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_282 | 9131300 | FDOT PAY ITEM # 425-3-43: JUNCTION BOX, DRAINAGE, P-7, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_283 | 9131300 | FDOT PAY ITEM # 425-3-61: JUNCTION BOXES, J-7, | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_284 | 9131300 | FDOT PAY ITEM # 425-3-63: JUNCTION BOXES, DRAINAGE, J-7, PARTIAL | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_285 | 9131300 | FDOT PAY ITEM # 425-4: INLETS, ADJUST | 0.00 | EA | $0.00 | $2,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_286 | 9131300 | FDOT PAY ITEM # 425-5: MANHOLE, ADJUST | 0.00 | EA | $0.00 | $2,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_287 | 9131300 | FDOT PAY ITEM # 425-7: MANHOLE COVER- REPLACE | 0.00 | EA | $0.00 | $2,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_288 | 9131300 | FDOT PAY ITEM # 425-8: DRAINAGE STRUCTURES, MISCELLANEOUS, ADJUST | 0.00 | EA | $0.00 | $2,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_289 | 9131300 | FDOT PAY ITEM # 425-10: YARD DRAIN | 0.00 | EA | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_290 | 9131300 | FDOT PAY ITEM # 425-11: MODIFY EXISTING DRAINAGE STRUCTURE | 46.00 | EA | $0.00 | $2,500.00 | $115,000.00 | $2,500.00 |
| PNC2127485B1_1_291 | 9131300 | FDOT PAY ITEM # 425-71: INLETS RELOCATING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_292 | 9131300 | FDOT PAY ITEM # 425-74-1A: | 6.00 | EA | $0.00 | $1,200.00 | $7,200.00 | $0.00 |

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| | | MANHOLES & INLETS CLEANING & SEALING, | | | | | | |
| PNC2127485B1_1_293 | 9131300 | FDOT PAY ITEM # 425-74-1B: MANHOLES & INLETS CLEANING, | 55.00 | EA | $0.00 | $1,000.00 | $55,000.00 | $0.00 |
| PNC2127485B1_1_294 | 9131300 | FDOT PAY ITEM # 425-74-2A: MANHOLES & INLETS CLEANING & SEALING, >10 FT | 0.00 | EA | $0.00 | $1,200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_295 | 9131300 | FDOT PAY ITEM # 425-74-2B: MANHOLES & INLETS CLEANING, >10 FT | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_296 | 9131300 | FDOT PAY ITEM # 425-82: REPLACE GRATE | 3.00 | EA | $0.00 | $2,500.00 | $7,500.00 | $2,500.00 |
| PNC2127485B1_1_297 | 9131300 | FDOT PAY ITEM # N/A: REPLACEMENT OF AIRCRAFT RATED CATCH BASIN TOP | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_298 | 9131300 | FDOT PAY ITEM # 430-175-112A, 430-175-115A, 430-175-118A, OR 430-175-124A: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12 IN, 15 IN, 18 IN, OR 24 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_299 | 9131300 | FDOT PAY ITEM # 430-175-112A, 430-175-115B, 430-175-118B, OR 430-175-124B: PIPE CULVERT, RCP CLASS IV MATERIAL ONLY, ROUND, 12 IN, 15 IN, 18 IN, OR 24 IN, STORM AND | 2,813.00 | LFT | $0.00 | $250.00 | $703,250.00 | $4,500.00 |

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ATON@broward.org

| Contract ID # | Document Description | Start Date | End Date | Not To Exceed | Amount Ordered |
|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

| Vend#-AddrID-ContactID | Legal Name | Vendor Contact Email | Vendor Phone # |
|---|---|---|---|
| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

| Item # | Category | Description | Total Line Qty Released | UOM | Maximum Line Amount | Unit Price | Total Line Released Amount | Amount Paid |
|---|---|---|---|---|---|---|---|---|
| | | CROSS DRAIN | | | | | | |
| PNC2127485B1_1_300 | 9131300 | FDOT PAY ITEM # 430-175-130A, OR 430-175-136A: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30 IN, OR 36 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_301 | 9131300 | FDOT PAY ITEM # 430-175-130B, OR 430-175-136B: PIPE CULVERT, RCP CLASS IV MATERIAL ONLY, ROUND, 30 IN, OR 36 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_302 | 9131300 | FDOT PAY ITEM # 430-175-142A, OR 430-175-148A: PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42 IN, OR 48 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_303 | 9131300 | FDOT PAY ITEM # 430-175-142B, OR 430-175-148B: PIPE CULVERT, RCP CLASS IV MATERIAL ONLY, ROUND, 42 IN, OR 48 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_304 | 9131300 | FDOT PAY ITEM # 430-175-154A, OR 430-175-160A: PIPE CULVERT, OPTIONAL | 0.00 | LFT | $0.00 | $1,000.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| Item # | Category | Description | Total Line Qty Released | UOM | Maximum Line Amount | Unit Price | Total Line Released Amount | Amount Paid |
|---|---|---|---|---|---|---|---|---|
| | | MATERIAL, ROUND, 54 IN, OR 60 IN, STORM AND CROSS DRAIN | | | | | | |
| PNC2127485B1_1_305 | 9131300 | FDOT PAY ITEM # 430-175-154B, OR 430-175-160B: PIPE CULVERT, RCP CLASS IV MATERIAL ONLY, ROUND, 54 IN, OR 60 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_306 | 9131300 | FDOT PAY ITEM # 430-175-212A, 430-175-215A, OR 430-175-218A: PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELLIPTICAL/ARCH, 12 IN, 15 IN, OR 18 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $325.00 | $0.00 | $0.00 |
| PNC2127485B1_1_307 | 9131300 | FDOT PAY ITEM # 430-175-212B, 430-175-215B, OR 430-175-218B: PIPE CULVERT, RCP CLASS IV MATERIAL ONLY, OTHER-ELLIPTICAL/ARCH, 12 IN, 15 IN, OR 18 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $325.00 | $0.00 | $0.00 |
| PNC2127485B1_1_308 | 9131300 | FDOT PAY ITEM # 430-175-224A: PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELLIPTICAL/ARCH, 24 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $450.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| PNC2127485B1_1_309 | 9131300 | FDOT PAY ITEM # 430-175-224B: PIPE CULVERT, RCP CLASS IV MATERIAL ONLY, OTHER-ELLIPTICAL/ARCH, 24 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $450.00 | $0.00 | $0.00 |
| PNC2127485B1_1_310 | 9131300 | FDOT PAY ITEM # 430-175-230A, OR 430-175-236A: PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELLIPTICAL/ARCH, 30 IN, OR 36 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_311 | 9131300 | FDOT PAY ITEM # 430-175-230B, OR 430-175-236B: PIPE CULVERT, RCP CLASS IV MATERIAL ONLY, OTHER-ELLIPTICAL/ARCH, 30 IN OR 36 IN, STORM AND CROSS DRAIN | 0.00 | LFT | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_312 | 9131300 | FDOT PAY ITEM # 430-821-23, 430-821-25, OR 430-821-29: CLEANING & SEALING EXISTING PIPE JOINT, 15, 18 IN, OR 24 IN, STORM SEWER | 14.00 | EA | $0.00 | $3,000.00 | $42,000.00 | $0.00 |
| PNC2127485B1_1_313 | 9131300 | FDOT PAY ITEM # 430-821-33 OR 430-821-38: CLEANING & SEALING EXISTING PIPE JOINT, 30 IN, OR 36 IN, STORM SEWER | 1.00 | EA | $0.00 | $3,000.00 | $3,000.00 | $0.00 |
| PNC2127485B1_1_314 | 9131300 | FDOT PAY ITEM # 430-821-40 OR 430-821-41: CLEANING & | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | SEALING EXISTING PIPE JOINT, 42 IN, OR 48 IN, STORM SEWER | | | | | | |
| PNC2127485B1_1_315 | 9131300 | FDOT PAY ITEM # 430-821-42 OR 430-821-43: CLEANING & SEALING EXISTING PIPE JOINT, 54 IN, OR 60 IN, STORM SEWER | 2.00 | EA | $0.00 | $5,000.00 | $10,000.00 | $0.00 |
| PNC2127485B1_1_316 | 9131300 | FDOT PAY ITEM # 430-821-61: CLEANING & SEALING EXISTING PIPE JOINT, >60 IN, STORM SEWER | 0.00 | EA | $0.00 | $7,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_317 | 9131300 | FDOT PAY ITEM # 430-830: PIPE FILLING AND PLUGGING-PLACE OUT OF SERVICE | 0.00 | CUY | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_318 | 9131300 | FDOT PAY ITEM # 430-982-121, 430-982-123, OR 430-982-125: MITERED END SECTION, OPTIONAL ROUND, 12 IN, 15 IN, OR 18 IN CD | 0.00 | EA | $0.00 | $375.00 | $0.00 | $0.00 |
| PNC2127485B1_1_319 | 9131300 | FDOT PAY ITEM # 430-982-129: MITERED END SECTION, OPTIONAL ROUND, 24 IN CD | 0.00 | EA | $0.00 | $375.00 | $0.00 | $0.00 |
| PNC2127485B1_1_320 | 9131300 | FDOT PAY ITEM # 430-982-133 OR 430-982-138: MITERED END SECTION, OPTIONAL ROUND, 30 IN, OR 36 IN CD | 0.00 | EA | $0.00 | $375.00 | $0.00 | $0.00 |
| PNC2127485B1_1_321 | 9131300 | FDOT PAY ITEM # 430-982-140 OR 430-982-141: MITERED END SECTION, OPTIONAL ROUND, 42 | 0.00 | EA | $0.00 | $375.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | IN, OR 48 IN CD | | | | | | |
| PNC2127485B1_1_322 | 9131300 | FDOT PAY ITEM # 430-963-1: PVC PIPE FOR BACK OF SIDEWALK, 4 IN | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_323 | 9131300 | FDOT PAY ITEM # 430-963-2: PVC PIPE FOR BACK OF SIDEWALK, NON STANDARD DIAMATER | 0.00 | LFT | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_324 | 9131300 | FDOT PAY ITEM # 431-A: PIPE LINER, OPTIONAL MATERIAL, 0-24 IN | 121.00 | LFT | $0.00 | $550.00 | $66,550.00 | $0.00 |
| PNC2127485B1_1_325 | 9131300 | FDOT PAY ITEM # 431-B: PIPE LINER, OPTIONAL MATERIAL, 25-36 IN | 0.00 | LFT | $0.00 | $650.00 | $0.00 | $0.00 |
| PNC2127485B1_1_326 | 9131300 | FDOT PAY ITEM # 431-C: PIPE LINER, OPTIONAL MATERIAL, 37-48 IN | 0.00 | LFT | $0.00 | $900.00 | $0.00 | $0.00 |
| PNC2127485B1_1_327 | 9131300 | FDOT PAY ITEM # 436-1-1: TRENCH DRAIN, STANDARD | 0.00 | LFT | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_328 | 9131300 | FDOT PAY ITEM # 436-2: TRENCH DRAIN, CLEANING | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_329 | 9131300 | FDOT PAY ITEM # 440-1-20: UNDERDRAIN, TYPE II | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_330 | 9131300 | FDOT PAY ITEM # 443-70-3: FRENCH DRAIN, 18 IN | 0.00 | LFT | $0.00 | $150.00 | $0.00 | $0.00 |
| PNC2127485B1_1_331 | 9131300 | FDOT PAY ITEM # 443-70-4: FRENCH DRAIN, 24 IN | 1,640.00 | LFT | $0.00 | $250.00 | $410,000.00 | $0.00 |
| PNC2127485B1_1_332 | 9131300 | FDOT PAY ITEM # 443-70-5: | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |

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| | | FRENCH DRAIN, 30 IN | | | | | | |
| PNC2127485B1_1_333 | 9131300 | FDOT PAY ITEM # 443-70-6: FRENCH DRAIN, 36 IN | 0.00 | LFT | $0.00 | $450.00 | $0.00 | $0.00 |
| PNC2127485B1_1_334 | 9131300 | FDOT PAY ITEM # 446-71-1: EDGEDRAIN OUTLET PIPE, 4 IN | 0.00 | LFT | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_335 | 9131300 | FDOT PAY ITEM # N/A: STORM DRAINAGE DESILTING, VIDEO & FINISHED CD OR DVD, 0-24 IN PIPE | 3,050.00 | LFT | $0.00 | $34.00 | $103,700.00 | $0.00 |
| PNC2127485B1_1_336 | 9131300 | FDOT PAY ITEM # N/A: STORM DRAINAGE DESILTING, VIDEO & FINISHED CD OR DVD, 25-36 IN PIPE | 437.00 | LFT | $0.00 | $50.00 | $21,850.00 | $0.00 |
| PNC2127485B1_1_337 | 9131300 | FDOT PAY ITEM # N/A: STORM DRAINAGE DESILTING, VIDEO & FINISHED CD OR DVD, 37-48 IN PIPE | 200.00 | LFT | $0.00 | $60.00 | $12,000.00 | $0.00 |
| PNC2127485B1_1_338 | 9131300 | FDOT PAY ITEM # N/A: STORM DRAINAGE DESILTING, VIDEO & FINISHED CD OR DVD, 49-60 IN PIPE | 332.00 | LFT | $0.00 | $400.00 | $132,800.00 | $0.00 |
| PNC2127485B1_1_339 | 9131300 | FDOT PAY ITEM # N/A: STORM DRAINAGE DESILTING, VIDEO & FINISHED CD OR DVD, 61 IN OR GREATER PIPE | 2,602.00 | LFT | $0.00 | $800.00 | $2,081,600.00 | $0.00 |
| PNC2127485B1_1_340 | 9131300 | FDOT PAY ITEM # N/A: BOX CULVERT DESILTING, VIDEO & FINISHED CD OR DVD | 0.00 | CUY | $0.00 | $500.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| PNC2127485B1_1_341 | 9131300 | FDOT PAY ITEM # N/A: LASER PROFILE, STORM DRAINAGE WITH DVD VIDEO & REPORT | 0.00 | LFT | $0.00 | $12.50 | $0.00 | $0.00 |
| PNC2127485B1_1_342 | 9131300 | FDOT PAY ITEM # N/A: VIDEO STORM DRAINAGE & FINISH CD, 4 HR MINIMUM CHARGE | 0.00 | HR | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_343 | 9131300 | FDOT PAY ITEM # E432-4: STORM SEWER INSPECTION (VIDEO CAMERA) WITH VIDEO & FINISH CD | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_344 | 9131300 | FDOT PAY ITEM # N/A: BY-PASS PUMP 4 IN, F&I | 92.00 | DAY | $0.00 | $200.00 | $18,400.00 | $0.00 |
| PNC2127485B1_1_345 | 9131300 | FDOT PAY ITEM # N/A: BY-PASS PUMP 6 IN, F&I | 81.00 | DAY | $0.00 | $250.00 | $20,250.00 | $0.00 |
| PNC2127485B1_1_346 | 9131300 | FDOT PAY ITEM # N/A: BY-PASS PUMP 8 IN, F&I | 1.00 | DAY | $0.00 | $300.00 | $300.00 | $0.00 |
| PNC2127485B1_1_347 | 9131300 | FDOT PAY ITEM # N/A: 12 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 2.00 | EA | $0.00 | $200.00 | $400.00 | $0.00 |
| PNC2127485B1_1_348 | 9131300 | FDOT PAY ITEM # N/A: 15 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 10.00 | EA | $0.00 | $250.00 | $2,500.00 | $0.00 |

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| PNC2127485B1_1_349 | 9131300 | FDOT PAY ITEM # N/A: 18 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 2.00 | EA | $0.00 | $300.00 | $600.00 | $0.00 |
| PNC2127485B1_1_350 | 9131300 | FDOT PAY ITEM # N/A: 24 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 2.00 | EA | $0.00 | $350.00 | $700.00 | $0.00 |
| PNC2127485B1_1_351 | 9131300 | FDOT PAY ITEM # N/A: 30 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 0.00 | EA | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_352 | 9131300 | FDOT PAY ITEM # N/A: 36 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 0.00 | EA | $0.00 | $450.00 | $0.00 | $0.00 |
| PNC2127485B1_1_353 | 9131300 | FDOT PAY ITEM # N/A: 42 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | INSTALLATION, OPERATION AND REMOVAL | | | | | | |
| PNC2127485B1_1_354 | 9131300 | FDOT PAY ITEM # N/A: 48 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 0.00 | EA | $0.00 | $550.00 | $0.00 | $0.00 |
| PNC2127485B1_1_355 | 9131300 | FDOT PAY ITEM # N/A: 54 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 0.00 | EA | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_356 | 9131300 | FDOT PAY ITEM # N/A: 60 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 2.00 | EA | $0.00 | $650.00 | $1,300.00 | $0.00 |
| PNC2127485B1_1_357 | 9131300 | FDOT PAY ITEM # N/A: 66 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 0.00 | EA | $0.00 | $700.00 | $0.00 | $0.00 |
| PNC2127485B1_1_358 | 9131300 | FDOT PAY ITEM # N/A: 72 IN PLUG FOR BLOCKING | 5.00 | EA | $0.00 | $750.00 | $3,750.00 | $0.00 |

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| | | DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | | | | | | |
| PNC2127485B1_1_359 | 9131300 | FDOT PAY ITEM # N/A: 78 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 0.00 | EA | $0.00 | $800.00 | $0.00 | $0.00 |
| PNC2127485B1_1_360 | 9131300 | FDOT PAY ITEM # N/A: 84 IN PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE - INCLUDES INSTALLATION, OPERATION AND REMOVAL | 0.00 | EA | $0.00 | $850.00 | $0.00 | $0.00 |
| PNC2127485B1_1_361 | 9131300 | FDOT PAY ITEM # N/A: MINOR INLET-TOP REPAIR (NO REINFORCEMENT REPAIR) | 0.00 | EA | $0.00 | $1,200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_362 | 9131300 | FDOT PAY ITEM # N/A: MAJOR INLET-TOP REPAIR (REINFORCEMENT REPAIR) | 0.00 | EA | $0.00 | $2,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_363 | 9131300 | FDOT PAY ITEM # 400-7-1: BRIDGE DECK GROOVING | 0.00 | SQY | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_364 | 9131300 | FDOT PAY ITEM # 400-20: GRINDING BRIDGE DECK - REHABILITATION | 0.00 | SQY | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_365 | 9131300 | FDOT PAY ITEM #403-1-100: | 0.00 | SQY | $0.00 | $50.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| | | EPOXY CONCRETE OVERLAY FOR CONCRETE BRIDGE DECKS | | | | | | |
| PNC2127485B1_1_366 | 9131300 | FDOT PAY ITEM # 400-143A: CLEANING AND COATING CONCRETE SURFACE, CLASS 5, LESS THAN 500 SF | 0.00 | SQF | $0.00 | $9.00 | $0.00 | $0.00 |
| PNC2127485B1_1_367 | 9131300 | FDOT PAY ITEM # 400-143B: CLEANING AND COATING CONCRETE SURFACE, CLASS 5, EQUAL OR GREATHER THAN 500 SF | 0.00 | SQF | $0.00 | $7.00 | $0.00 | $0.00 |
| PNC2127485B1_1_368 | 9131300 | FDOT PAY ITEM # 400-145A: CLEANING CONCRETE SURFACE, LESS THAN 500 SF | 0.00 | SQF | $0.00 | $6.00 | $0.00 | $0.00 |
| PNC2127485B1_1_369 | 9131300 | FDOT PAY ITEM # 400-145B: CLEANING CONCRETE SURFACE, EQUAL OR GREATHER THAN 500 SF | 0.00 | SQF | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_370 | 9131300 | FDOT PAY ITEM # 400-147A: COMPOSITE NEOPRENE PADS | 0.00 | CUF | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_371 | 9131300 | FDOT PAY ITEM # 400-147B: COMPOSITE NEOPRENE PADS, FURNISH ONLY | 0.00 | CUF | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_372 | 9131300 | FDOT PAY ITEM # 400-148A: PLAIN NEOPRENE BEARING PADS | 13.40 | CUF | $0.00 | $100.00 | $1,340.00 | $0.00 |
| PNC2127485B1_1_373 | 9131300 | FDOT PAY ITEM # 400-148B: PLAIN NEOPRENE BEARING | 0.00 | CUF | $0.00 | $100.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | PADS, FURNISH ONLY | | | | | | |
| PNC2127485B1_1_374 | 9131300 | FDOT PAY ITEM # 413-154A: CLEANING AND SEALING CONCRETE SURFACES: METHACRYLATES, EQUAL OR GREATHER THAN 500 SF | 9,117.00 | SQF | $0.00 | $30.00 | $273,510.00 | $0.00 |
| PNC2127485B1_1_375 | 9131300 | FDOT PAY ITEM # 413-154B: CLEANING AND SEALING CONCRETE SURFACES: METHACRYLATES, LESS THAN 500 SF | 0.00 | SQF | $0.00 | $10.00 | $0.00 | $0.00 |
| PNC2127485B1_1_376 | 9131300 | FDOT PAY ITEM # 400-153: NON-SHRINK GROUT, F&I, MISCELLANEOUS-STRUCTURES REHAB | 20.00 | CUF | $0.00 | $250.00 | $5,000.00 | $0.00 |
| PNC2127485B1_1_377 | 9131300 | FDOT PAY ITEM # 401-70-1A: RESTORE SPALLED AREAS, ROADWAY, EPOXY | 0.00 | CUF | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_378 | 9131300 | FDOT PAY ITEM # 401-70-1B: RESTORE SPALLED AREAS, STRUCTURES, TYPE F-1 EPOXY | 22.30 | CUF | $0.00 | $1,000.00 | $22,300.00 | $0.00 |
| PNC2127485B1_1_379 | 9131300 | FDOT PAY ITEM # 401-70-1C: RESTORE SPALLED AREAS, STRUCTURES, TYPE F-1 EPOXY FOR STRUCTURES OVER WATER | 0.00 | CUF | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_380 | 9131300 | FDOT PAY ITEM # 401-70-1D: RESTORE SPALLED AREAS, | 0.00 | CUF | $0.00 | $1,000.00 | $0.00 | $0.00 |

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| | | STRUCTURES, TYPE F-1 EPOXY FOR STRUCTURES UNDER WATER | | | | | | |
| PNC2127485B1_1_381 | 9131300 | FDOT PAY ITEM # 401-70-1E: RESTORE SPALLED AREAS, STRUCTURES, TYPE F-2 EPOXY | 0.00 | CUF | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_382 | 9131300 | FDOT PAY ITEM # 401-70-1F: RESTORE SPALLED AREAS, STRUCTURES, TYPE F-2 EPOXY FOR STRUCTURES OVER WATER | 0.00 | CUF | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_383 | 9131300 | FDOT PAY ITEM # 401-70-1G: RESTORE SPALLED AREAS, STRUCTURES, TYPE F-2 EPOXY FOR STRUCTURES UNDER WATER | 0.00 | CUF | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_384 | 9131300 | FDOT PAY ITEM # 411-1: EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB | 3.00 | GAL | $0.00 | $1,000.00 | $3,000.00 | $0.00 |
| PNC2127485B1_1_385 | 9131300 | FDOT PAY ITEM # 411-2: CRACKS INJECT AND SEAL-STRUCTURES REHAB | 2.00 | LFT | $0.00 | $30.00 | $60.00 | $0.00 |
| PNC2127485B1_1_386 | 9131300 | FDOT PAY ITEM # 411-2-3: INJECT AND SEAL CRACK - OVER/UNDER WATER BULKHEAD/SEA WALL REPAIR - PILGRIM MAGMAFLOW OR | 0.00 | LFT | $0.00 | $200.00 | $0.00 | $0.00 |

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| | | APPROVED EQUIVALENT | | | | | | |
| PNC2127485B1_1_387 | 9131300 | FDOT PAY ITEM # 450-1-1: PRESTRESSED BEAMS, TYPE II | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_388 | 9131300 | FDOT PAY ITEM # 450-1-2: PRESTRESSED BEAMS, TYPE III | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_389 | 9131300 | FDOT PAY ITEM # 450-1-3 PRESTRESSED BEAMS, TYPE IV | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_390 | 9131300 | FDOT PAY ITEM # 450-2-36: PREST BEAMS: FLORIDA-I BEAM 36 IN | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_391 | 9131300 | FDOT PAY ITEM # 450-2-45: PREST BEAMS: FLORIDA-I BEAM 45 IN | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_392 | 9131300 | FDOT PAY ITEM # 450-2-54: PREST BEAMS: FLORIDA-I BEAM 54 IN | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_393 | 9131300 | FDOT PAY ITEM # 450-82A: BEAM REPAIR NOT OVER WATER | 0.00 | LFT | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_394 | 9131300 | FDOT PAY ITEM # 450-82B: BEAM REPAIR OVER WATER | 0.00 | LFT | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_395 | 9131300 | FDOT PAY ITEM # 450-83-1: BEAM REPAIR, STRAND SPLICES | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_396 | 9131300 | FDOT PAY ITEM # 450-83-2: BEAM REPAIR, BAR SPLICES | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_397 | 9131300 | FDOT PAY ITEM # N/A: TREATED TIMBER PILING, 12 IN | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |

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| | | DIA | | | | | | |
| PNC2127485B1_1_398 | 9131300 | FDOT PAY ITEM # 455-14-2: CONCRETE SHEET PILING, 8 IN X30 IN | 0.00 | LFT | $0.00 | $700.00 | $0.00 | $0.00 |
| PNC2127485B1_1_399 | 9131300 | FDOT PAY ITEM # 455-14-2: CONCRETE SHEET PILING, 10 IN X30 IN | 0.00 | LFT | $0.00 | $900.00 | $0.00 | $0.00 |
| PNC2127485B1_1_400 | 9131300 | FDOT PAY ITEM # 455-14-4: CONCRETE SHEET PILING, 12X30 IN | 0.00 | LFT | $0.00 | $1,100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_401 | 9131300 | FDOT PAY ITEM # 455-34-2: PRESTRESSED CONCRETE PILING, 14 IN SQ | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_402 | 9131300 | FDOT PAY ITEM # 455-34-3 PRESTRESSED CONCRETE PILING, 18 IN SQ | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_403 | 9131300 | FDOT PAY ITEM # 455-34-5: PRESTRESSED CONCRETE PILING, 24 IN SQ | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_404 | 9131300 | FDOT PAY ITEM # 455-34-400 PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING,18 IN SQ | 0.00 | LFT | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_405 | 9131300 | FDOT PAY ITEM # 455-34-402 PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING, 24 IN SQ | 0.00 | LFT | $0.00 | $1,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_406 | 9131300 | FDOT PAY ITEM # 455-35-4: | 0.00 | LFT | $0.00 | $120.00 | $0.00 | $0.00 |

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| | | STEEL PILING, HP 12 X 53 | | | | | | |
| PNC2127485B1_1_407 | 9131300 | FDOT PAY ITEM # 455-35-5: STEEL PILING, HP 14 X 73 | 0.00 | LFT | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_408 | 9131300 | FDOT PAY ITEM # 455-76: WRAP PILE CLUSTERS (3 STEEL WIRE ROPES PER INDEX 471-030) | 0.00 | EA | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_409 | 9131300 | FDOT PAY ITEM # 455-87: ANCHOR BAR, STEEL | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_410 | 9131300 | FDOT PAY ITEM # 455-133-2A: SHEET PILING STEEL, TEMPORARY-CRITICAL, PZ-27 | 0.00 | SQF | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_411 | 9131300 | FDOT PAY ITEM # 455-133-2B: SHEET PILING STEEL, TEMPORARY-CRITICAL, PZ-35 | 0.00 | SQF | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_412 | 9131300 | FDOT PAY ITEM # 455-133-2C: SHEET PILING STEEL, TEMPORARY-CRITICAL, AZ-36 | 0.00 | SQF | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_413 | 9131300 | FDOT PAY ITEM # 455-133-2D: SHEET PILING STEEL, TEMPORARY-CRITICAL, AZ-46 | 0.00 | SQF | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_414 | 9131300 | FDOT PAY ITEM # 455-133-3A: SHEET PILING STEEL, F&I PERMANENT, PZ-27 | 0.00 | SQF | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_415 | 9131300 | FDOT PAY ITEM # 455-133-3B: SHEET PILING STEEL, F&I PERMANENT, PZ-35 | 0.00 | SQF | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_416 | 9131300 | FDOT PAY ITEM # 455-133-3C: SHEET PILING STEEL, F&I | 0.00 | SQF | $0.00 | $400.00 | $0.00 | $0.00 |

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| | | PERMANENT, AZ-36 | | | | | | |
| PNC2127485B1_1_417 | 9131300 | FDOT PAY ITEM # 455-133-3D: SHEET PILING STEEL, F&I PERMANENT, AZ-46 | 0.00 | SQF | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_418 | 9131300 | FDOT PAY ITEM # 455-133-10: SOLDIER PILE WALL, TEMPORARY- CRITICAL, STEEL H-PILES WITH TIMBER LAGGING | 0.00 | SQF | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_419 | 9131300 | FDOT PAY ITEM # 457-1-21: STANDARD INTEGRAL PILE JACKET, STRUCTURAL, UP TO 16 IN | 0.00 | LFT | $0.00 | $2,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_420 | 9131300 | FDOT PAY ITEM # 457-1-22: STANDARD INTEGRAL PILE JACKET, STRUCTURAL, 16.1 TO 30.0 IN | 0.00 | LFT | $0.00 | $4,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_421 | 9131300 | FDOT PAY ITEM # 458-1-21A: BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD (TYPE D SILICONE) | 594.00 | LFT | $0.00 | $60.00 | $35,640.00 | $0.00 |
| PNC2127485B1_1_422 | 9131300 | FDOT PAY ITEM # 458-1-21B: BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD (TYPE A, B, OR C SILICONE, UP TO 1 1/2 IN | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |

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| | | WIDTH) | | | | | | |
| PNC2127485B1_1_423 | 9131300 | FDOT PAY ITEM # 458-1-22: BRIDGE DECK EXPANSION JOINT, REHABILITATION, STRIP SEAL | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_424 | 9131300 | FDOT PAY ITEM # 458-1-25: BRIDGE DECK EXPANSION JOINT, REHABILITATION, COMPRESSION ELASTOMERIC | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_425 | 9131300 | FDOT PAY ITEM # 458-2: POLYMER NOSING FOR BRIDGE DECK EXPANSION JOINT WITH POURED JOINT WITH BACKER ROD (XJS SYSTEMS) | 99.30 | CUF | $0.00 | $1,000.00 | $99,300.00 | $0.00 |
| PNC2127485B1_1_426 | 9131300 | FDOT PAY ITEM # 460-1-1: STRUCTURAL STEEL - REHAB, CARBON | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_427 | 9131300 | FDOT PAY ITEM # 460-1-3: STRUCTURAL STEEL - REHABILITATION, SHOE ASSEMBLIES | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_428 | 9131300 | FDOT PAY ITEM # 460-1-5: STRUCTURAL STEEL - REHAB, BASCULE LEAVES | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_429 | 9131300 | FDOT PAY ITEM # 460-1-6: STRUCTURAL STEEL - REHAB, BASCULE PIERS | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_430 | 9131300 | FDOT PAY ITEM # 460-1-12: | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |

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| | | STRUCTURAL STEEL - REHABILITATION, FLANKING SPAN | | | | | | |
| PNC2127485B1_1_431 | 9131300 | FDOT PAY ITEM # 460-1-13: STRUCTURAL STEEL REHAB - BOLTS, NUTS, WASHERS AND PLATES | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_432 | 9131300 | FDOT PAY ITEM # 460-1-15: STRUCTURAL STEEL - REHABILITATION, MISCELLANEOUS | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_433 | 9131300 | FDOT PAY ITEM # 460- 2-1: STRUCT STEEL, CARBON | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_434 | 9131300 | FDOT PAY ITEM # 460-2-5: STRUCT STEEL, BASCULE LEAVES | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_435 | 9131300 | FDOT PAY ITEM # 460-2-6: STRUCT STEEL, BASCULE PIERS | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_436 | 9131300 | FDOT PAY ITEM # 460-2-15: STRUCT STEEL - MISCELLANEOUS | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_437 | 9131300 | FDOT PAY ITEM # 460-2-18: STRUCT STEEL, CARBON-TRUSS | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_438 | 9131300 | FDOT PAY ITEM # 460-6-2: LADDERS & PLATFORMS, REHAB | 0.00 | LBS | $0.00 | $5.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| PNC2127485B1_1_439 | 9131300 | FDOT PAY ITEM # 460-71-1: METAL TRAFFIC RAILING, THRIE BEAM RETROFIT | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_440 | 9131300 | FDOT PAY ITEM # 460-71-2: METAL TRAFFIC RAILING, STEEL POST AND RAIL | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_441 | 9131300 | FDOT PAY ITEM # 460-72-1: THRIE BEAM PANEL RETROFIT, CONCRETE HANDRAIL | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_442 | 9131300 | FDOT PAY ITEM # 460-81: RIVETS - HIGH STRENGTH BOLTS, REPLACEMENT | 0.00 | EA | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_443 | 9131300 | FDOT PAY ITEM 460-94: STRUCTURAL STEEL REPAIRS-WELDS | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_444 | 9131300 | FDOT PAY ITEM # 460-98-1: PIPE HANGER, CARBON (GALVANIZED) | 0.00 | EA | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_445 | 9131300 | FDOT PAY ITEM # 460-98-2: PIPE HANGER, STAINLESS | 0.00 | EA | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_446 | 9131300 | FDOT PAY ITEM # 460-112: ANCHOR BOLT REPLACEMENT | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_447 | 9131300 | FDOT PAY ITEM # 465-3-14: MOVABLE BRIDGE COUNTERWEIGHT, F&I, BUMPER BLOCK | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_448 | 9131300 | FDOT PAY ITEM # 465-3-17: MOVABLE BRIDGE | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | COUNTERWEIGHT, F&I, BALANCE BLOCKS | | | | | | |
| PNC2127485B1_1_449 | 9131300 | FDOT PAY ITEM # 465-3-19: MOVABLE BRIDGE COUNTERWEIGHT, F&I, STEEL BALLAST | 0.00 | TON | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_450 | 9131300 | FDOT PAY ITEM # 465-3-50: MOVABLE BRIDGE COUNTERWEIGHT, ADJUST | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_451 | 9131300 | FDOT PAY ITEM # 465-21: MOVABLE BRIDGE OPERATOR WITH EXPERIENCE IN OPERATING A BASCULE BRIDGE | 0.00 | HR | $0.00 | $40.00 | $0.00 | $0.00 |
| PNC2127485B1_1_452 | 9131300 | FDOT PAY ITEM # 470-1: TREATED TIMBER, STRUCTURAL, UNIT OF MEASURE IS THOUSAND BOARD FOOT | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_453 | 9131300 | FDOT PAY ITEM # 471-1-1: FENDER SYSTEM, PLASTIC MARINE LUMBER, REINFORCED, UNIT OF MEASURE IS THOUSAND BOARD FOOT | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_454 | 9131300 | FDOT PAY ITEM # 471-1-2: FENDER SYSTEM, PLASTIC MARINE LUMBER, NON- | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |

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| | | REINFORCED, UNIT OF MEASURE IS THOUSAND BOARD FOOT | | | | | | |
| PNC2127485B1_1_455 | 9131300 | FDOT PAY ITEM # 504-1-1: ROADWAY FLOOR, STEEL, 5 IN OPEN, MOVABLE BRIDGE, RATED FOR HS-20-44 | 0.00 | SQF | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_456 | 9131300 | FDOT PAY ITEM # 506-72: BRIDGE DRAINS- POWER CLEAN | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_457 | 9131300 | FDOT PAY ITEM # 507-70: ALUMINUM SIDEWALK FLOOR, MOVABLE BRIDGE | 0.00 | SQF | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_458 | 9131300 | FDOT PAY ITEM # 508-2-1A: MOVABLE BRIDGE GATE, 29.5 FT, 29.75 FT, OR 30.25 FT, FURNISH ONLY | 0.00 | ASY | $0.00 | $12,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_459 | 9131300 | FDOT PAY ITEM # 508-2-1B: MOVEABLE BRIDGE GATE, 27 FT, 28 FT, OR 36.5 FT FURNISH ONLY | 1.00 | ASY | $0.00 | $12,000.00 | $12,000.00 | $12,000.00 |
| PNC2127485B1_1_460 | 9131300 | FDOT PAY ITEM # 508-2-1C: MOVEABLE BRIDGE BARRIER GATE, 54.36 FT, FURNISH ONLY | 0.00 | ASY | $0.00 | $12,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_461 | 9131300 | FDOT PAY ITEM # 508-2-5: MOVEABLE BRIDGE GATE, ADJUST/MODIFY/REHAB | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_462 | 9131300 | FDOT PAY ITEM # 561-2A: | 0.00 | SQF | $0.00 | $300.00 | $0.00 | $0.00 |

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| | | COATING EXISTING STRUCTURAL STEEL - OVERCOAT | | | | | | |
| PNC2127485B1_1_463 | 9131300 | FDOT PAY ITEM # 561-2B: COATING EXISTING STRUCTURAL STEEL - REMOVE AND REPLACE | 0.00 | SQF | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_464 | 9131300 | FDOT PAY ITEM # 561-2C: COATING EXISTING STRUCTURAL STEEL - REMOVE AND REPLACE (PAINT WITH LEAD) | 0.00 | SQF | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_465 | 9131300 | FDOT PAY ITEM # 561-2D: CONTAINMENT SYSTEM | 0.00 | SQF | $0.00 | $2.00 | $0.00 | $0.00 |
| PNC2127485B1_1_466 | 9131300 | FDOT PAY ITEM # 561-2E: WASTE STREAM AND ENVIRONMENAL SAMPLE TESTING | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_467 | 9131300 | FDOT PAY ITEM # 563-3: ANTI-GRAFFITI COATING, SACRIFICIAL | 0.00 | SQF | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_468 | 9131300 | FDOT PAY ITEM # 563-4: ANTI-GRAFFITI COATING, NON-SACRIFICIAL | 0.00 | SQF | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_469 | 9131300 | FDOT PAY ITEM # 563-99: GRAFFITI REMOVAL | 0.00 | SQF | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_470 | 9131300 | FDOT PAY ITEM # N/A: TEST TRUCK | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_471 | 9131300 | FDOT PAY ITEM # N/A: CONCRETE SEAWALL SURFACES CLEANING (PRESSURE WASH) BELOW WATER 10,000 PSI, 4 HR MINIMUM CHARGE | 0.00 | HR | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_472 | 9131300 | FDOT PAY ITEM # N/A: BULKHEAD AND SEA WALL REPAIR | 0.00 | SQY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_473 | 9131300 | FDOT PAY ITEM # N/A: STAINLESS STEEL DOWEL | 3,341.00 | LFT | $0.00 | $275.00 | $918,775.00 | $0.00 |
| PNC2127485B1_1_474 | 9131300 | FDOT PAY ITEM # N/A: CARBON FIBER REINFORCED POLYMER (CFRP) LAMINATE FOR STRUCTURES NOT OVER WATER | 0.00 | SQF | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_475 | 9131300 | FDOT PAY ITEM # N/A: CARBON FIBER REINFORCED POLYMER CFRP LAMINATE FOR STRUCTURES OVER WATER | 3,363.00 | SQF | $0.00 | $225.00 | $756,675.00 | $0.00 |
| PNC2127485B1_1_476 | 9131300 | FDOT PAY ITEM # N/A: TESTING EXISTING COATING SYTEM FOR HAZARDOUS MATERIALS | 0.00 | HR | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_477 | 9131300 | FDOT PAY ITEM # 515-1-1: PIPE HANDRAIL- GUIDERAIL, STEEL | 0.00 | LFT | $0.00 | $75.00 | $0.00 | $0.00 |
| PNC2127485B1_1_478 | 9131300 | FDOT PAY ITEM # 515-1-2: PIPE HANDRAIL- GUIDERAIL, ALUMINUM | 0.00 | LFT | $0.00 | $110.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_479 | 9131300 | FDOT PAY ITEM # 515-1-41: PIPE HANDRAIL- GUIDERAIL, RELOCATE, STEEL | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_480 | 9131300 | FDOT PAY ITEM # 515-1-42: PIPE HANDRAIL- GUIDERAIL, RELOCATE, ALUMINUM | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_481 | 9131300 | FDOT PAY ITEM # N/A: PIPE HANDRAIL- GUIDERAIL, REMOVAL | 0.00 | LFT | $0.00 | $35.00 | $0.00 | $0.00 |
| PNC2127485B1_1_482 | 9131300 | FDOT PAY ITEM # 515-2-211: PEDESTRIAN / BICYCLE RAILING, STEEL, 42 IN TYPE 1 | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_483 | 9131300 | FDOT PAY ITEM # 515-2-221: PEDESTRIAN / BICYCLE RAILING, STEEL ONLY, 54 IN TYPE 1 | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_484 | 9131300 | FDOT PAY ITEM # 515-2-311: PEDESTRIAN / BICYCLE RAILING, ALUMINUM ONLY, 42 IN TYPE 1 | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_485 | 9131300 | FDOT PAY ITEM # 515-2-321: PEDESTRIAN / BICYCLE RAILING, ALUMINUM ONLY, 54 IN TYPE 1 | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_486 | 9131300 | FDOT PAY ITEM # 515-3-1: PIPE HANDRAIL- RETROFIT TO EXISTING RAILING, STEEL | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_487 | 9131300 | FDOT PAY ITEM # 515-3-2: PIPE | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |

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| | | HANDRAIL- RETROFIT TO EXISTING RAILING, ALUMINUM | | | | | | |
| PNC2127485B1_1_488 | 9131300 | FDOT PAY ITEM # 515-4-1: BULLET RAIL, SINGLE RAIL | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_489 | 9131300 | FDOT PAY ITEM # 515-4-2: BULLET RAIL, DOUBLE RAIL | 180.00 | LFT | $0.00 | $100.00 | $18,000.00 | $0.00 |
| PNC2127485B1_1_490 | 9131300 | FDOT PAY ITEM # 515-4-42: BULLET RAIL, RELOCATE-DOUBLE RAIL | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_491 | 9131300 | FDOT PAY ITEM # 515-4: BULLET RAIL, TRIPLE RAIL | 0.00 | LFT | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_492 | 9131300 | FDOT PAY ITEM # 519-78A: BOLLARDS | 4.00 | EA | $0.00 | $300.00 | $1,200.00 | $0.00 |
| PNC2127485B1_1_493 | 9131300 | FDOT PAY ITEM # 519-78B: 6 IN PVC BOLLARDS WITH REFLECTIVE TAPE | 0.00 | EA | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_494 | 9131300 | FDOT PAY ITEM # 519-78C: 6 IN REMOVABLE AND LOCKABLE BOLLARDS RPL6 BY TRAFFIC GUARD OR APPROVED EQUAL, F&I | 0.00 | EA | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_495 | 9131300 | FDOT PAY ITEM # 520-1-7: CONCRETE CURB & GUTTER, TYPE E | 0.00 | LFT | $0.00 | $35.00 | $0.00 | $0.00 |
| PNC2127485B1_1_496 | 9131300 | FDOT PAY ITEM # 520-1-10 OR 520-1-11: CONCRETE CURB & GUTTER, TYPE F OR VARIABLE | 40.00 | LFT | $0.00 | $60.00 | $2,400.00 | $0.00 |

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| | | HEIGHT TYPE F | | | | | | |
| PNC2127485B1_1_497 | 9131300 | FDOT PAY ITEM # 520-2-4: CONCRETE CURB, TYPE D | 0.00 | LFT | $0.00 | $40.00 | $0.00 | $0.00 |
| PNC2127485B1_1_498 | 9131300 | FDOT PAY ITEM # 520-3: VALLEY GUTTER- CONCRETE | 300.00 | LFT | $0.00 | $40.00 | $12,000.00 | $6,160.00 |
| PNC2127485B1_1_499 | 9131300 | FDOT PAY ITEM # 520-5-41: TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4 FT WIDE | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_500 | 9131300 | FDOT PAY ITEM # 520-5-42: TRAFFIC SEPARATOR CONCRETE- TYPE IV, 6 FT WIDE | 0.00 | LFT | $0.00 | $80.00 | $0.00 | $0.00 |
| PNC2127485B1_1_501 | 9131300 | FDOT PAY ITEM # 520-6: SHOULDER GUTTER-CONCRETE | 0.00 | LFT | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_502 | 9131300 | FDOT PAY ITEM # 520-70: CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH | 0.00 | SQY | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_503 | 9131300 | FDOT PAY ITEM # 522-2A: CONCRETE SIDEWALK AND DRIVEWAYS, 6 IN THICK | 8,728.00 | SQY | $0.00 | $80.00 | $698,240.00 | $519,748.00 |
| PNC2127485B1_1_504 | 9131300 | FDOT PAY ITEM # 522-2B: CONCRETE SIDEWALK, 8 IN THICK | 103.00 | SQY | $0.00 | $82.00 | $8,446.00 | $0.00 |
| PNC2127485B1_1_505 | 9131300 | FDOT PAY ITEM # 522-2C: CONCRETE SIDEWALK, 10 IN THICK | 0.00 | SQY | $0.00 | $84.00 | $0.00 | $0.00 |
| PNC2127485B1_1_506 | 9131300 | FDOT PAY ITEM # 524-4-1A | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |

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| | | CLEANING & SEALING RANDOM CRACKS IN EXISTING CONCRETE SLOPE PAVEMENT | | | | | | |
| PNC2127485B1_1_507 | 9131300 | FDOT PAY ITEM # 524-4-1B CLEANING & SEALING RANDOM CRACKS IN EXISTING CONCRETE SIDEWALKS | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_508 | 9131300 | FDOT PAY ITEM # 524-4-1A CLEANING & SEALING JOINTS IN EXISTING CONCRETE SLOPE PAVEMENT | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_509 | 9131300 | FDOT PAY ITEM # 525-1 ASPHALTIC CONCRETE CURB-TO REMAIN | 0.00 | LFT | $0.00 | $25.00 | $0.00 | $0.00 |
| PNC2127485B1_1_510 | 9131300 | FDOT PAY ITEM # 526-1-1: PAVERS, ARCHITECTURAL, ROADWAY | 0.00 | SQY | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_511 | 9131300 | FDOT PAY ITEM # 526-1-2: PAVERS, ARCHITECTURAL, SIDEWALK | 0.00 | SQY | $0.00 | $70.00 | $0.00 | $0.00 |
| PNC2127485B1_1_512 | 9131300 | FDOT PAY ITEM # 527-2: DETECTABLE WARNINGS ON EXISTING WALKING SURFACE, CAST-IN-PLACE, F&I | 0.00 | SQF | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_513 | 9131300 | FDOT PAY ITEM # N/A: ADA COMPLIANT CURB RAMP, SINGLE DIRECTION | 125.00 | EA | $0.00 | $3,000.00 | $375,000.00 | $147,000.00 |
| PNC2127485B1_1_514 | 9131300 | FDOT PAY ITEM # N/A: ADA | 0.00 | EA | $0.00 | $3,200.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

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|---|---|---|---|---|---|---|---|---|
| | | COMPLIANT CURB RAMP, TWO-DIRECTION | | | | | | |
| PNC2127485B1_1_515 | 9131300 | FDOT PAY ITEM # N/A: CONCRETE (SIDEWALK, CURB, GUTTER) SURFACES CLEANING (PRESSURE WASH) | 0.00 | SQY | $0.00 | $3.75 | $0.00 | $0.00 |
| PNC2127485B1_1_516 | 9131300 | FDOT PAY ITEM # N/A: PERVIOUS CONCRETE PAVEMENT - SIDEWALK, 6 IN THICK | 0.00 | SQY | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_517 | 9131300 | FDOT PAY ITEM # N/A: PERVIOUS CONCRETE PAVEMENT - TRAFFIC RATED, 8 IN THICK | 0.00 | SQY | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_518 | 9131300 | FDOT PAY ITEM # 350-6 CLEANING AND SEALING RANDOM CRACKS (EXISTING CONCRETE PAVEMENT) | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_519 | 9131300 | FDOT PAY ITEM # N/A: CRACKS AND JOINT CLEANING | 78.00 | LFT | $0.00 | $30.00 | $2,340.00 | $0.00 |
| PNC2127485B1_1_520 | 9131300 | FDOT PAY ITEM # N/A: CONCRETE GRINDING | 39.00 | SQF | $0.00 | $30.00 | $1,170.00 | $0.00 |
| PNC2127485B1_1_521 | 9131300 | FDOT PAY ITEM # 521-1A: MEDIAN CONCRETE BARRIER WALL | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_522 | 9131300 | FDOT PAY ITEM # 521-1B: MEDIAN BARRIER WALL CONCRETE, PRECAST | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_523 | 9131300 | FDOT PAY ITEM # 521-5-100A: CONCRETE TRAFFIC RAILING-BRIDGE, 32 IN, F-SHAPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_524 | 9131300 | FDOT PAY ITEM # 521-5-100B: CONCRETE TRAFFIC RAILING-BRIDGE, 42 IN, F-SHAPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_525 | 9131300 | FDOT PAY ITEM # 521-5-100C: CONCRETE TRAFFIC RAILING-BRIDGE, 32 IN, F-SHAPE, MEDIAN DOUBLE FACE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_526 | 9131300 | FDOT PAY ITEM # 521-5A: CONCRETE TRAFFIC RAILING-BRIDGE, CORRAL WITH CURB | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_527 | 9131300 | FDOT PAY ITEM # 521-5B: CONCRETE TRAFFIC RAILING, BRIDGE, CORRAL WITHOUT CURB | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_528 | 9131300 | FDOT PAY ITEM # 521-5-4: CONCRETE TRAFFIC RAILING-BRIDGE, 32 IN, VERTICAL FACE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_529 | 9131300 | FDOT PAY ITEM # 521-5-5: CONCRETE TRAFFIC RAILING-BRIDGE, 42 IN, VERTICAL FACE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_530 | 9131300 | FDOT PAY ITEM # 521-5-8: CONCRETE TRAFFIC RAILING-BRIDGE, RETROFIT-VERTICAL FACE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_531 | 9131300 | FDOT PAY ITEM # 521-5-10: | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |

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| | | CONCRETE TRAFFIC RAILING-BRIDGE, REPAIR EXISTING | | | | | | |
| PNC2127485B1_1_532 | 9131300 | FDOT PAY ITEM # 521-5-11: CONCRETE TRAFFIC RAILING-BRIDGE, RETROFIT-POST & BEAM RAILING | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_533 | 9131300 | FDOT PAY ITEM # 521-5-12: CONCRETE TRAFFIC RAILING-BRIDGE, 36 IN, MEDIAN SINGLE SLOPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_534 | 9131300 | FDOT PAY ITEM # 521-5-13: CONCRETE TRAFFIC RAILING-BRIDGE, 36 IN, SINGLE-SLOPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_535 | 9131300 | FDOT PAY ITEM # 521-5-14: CONCRETE TRAFFIC RAILING-BRIDGE, 42 IN, SINGLE-SLOPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_536 | 9131300 | FDOT PAY ITEM # 521-6-11: CONCRETE PARAPET, PEDESTRIAN/BICYCLE, 27 IN HEIGHT | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_537 | 9131300 | FDOT PAY ITEM # 521-6-12: CONCRETE PARAPET, PEDESTRIAN/BICYCLE, 42 IN HEIGHT | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_538 | 9131300 | FDOT PAY ITEM # 521-8A: CONCRETE TRAFFIC RAILING BARRIER WITH JUNCTION SLAB, 32 IN, F SHAPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_539 | 9131300 | FDOT PAY ITEM # 521-8B: CONCRETE TRAFFIC RAILING BARRIER, WITH JUNCTION SLAB, 42 IN, F SHAPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_540 | 9131300 | FDOT PAY ITEM # 521-8-3: CONCRETE TRAFFIC RAILING BARRIER, WITH JUNCTION SLAB, 32 IN, VERTICAL FACE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_541 | 9131300 | FDOT PAY ITEM # 521-8-4: CONCRETE BARRIER, WITH JUNCTION SLAB, 42 IN, VERTICAL FACE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_542 | 9131300 | FDOT PAY ITEM # 521-8-7: CONCRETE BARRIER, WITH JUNCTION SLAB, 36 IN, SINGLE SLOPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_543 | 9131300 | FDOT PAY ITEM # 521-8-8: CONCRETE BARRIER, WITH JUNCTION SLAB, 42 IN, SINGLE SLOPE | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_544 | 9131300 | FDOT PAY ITEM # 521-72-40: SHOULDER CONCRETE BARRIER, 38 IN OR 44 IN HEIGHT | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_545 | 9131300 | FDOT PAY ITEM # 521-72-41: SHOULDER CONCRETE BARRIER, RETAINING SECTION | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_546 | 9131300 | FDOT PAY ITEM # 521-72-42: | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |

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| | | SHOULDER CONCRETE BARRIER, 38 IN TRENCH FOOTING SECTION | | | | | | |
| PNC2127485B1_1_547 | 9131300 | FDOT PAY ITEM # 521-72-43: SHOULDER CONCRETE BARRIER, CURB AND GUTTER BARRIER | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_548 | 9131300 | FDOT PAY ITEM # 521-72-60: SHOULDER CONCRETE BARRIER, 38 IN WALL SHEILDING BARRIER | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_549 | 9131300 | FDOT PAY ITEM # 534-72-101: SOUND/NOISE BARRIER-INC FOUNDATION, PERMANENT | 0.00 | SQF | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_550 | 9131300 | FDOT PAY ITEM # 534-73: PERIMETER WALL | 0.00 | SQF | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_551 | 9131300 | FDOT PAY ITEM # 548-12: RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER | 0.00 | SQF | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_552 | 9131300 | FDOT PAY ITEM #548-14: RETAINING WALL SYSTEM, PERMANENT-WIDENING, ATTACHED TO EXISTING WALL | 0.00 | SQF | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_553 | 9131300 | FDOT PAY ITEM # 548-20A: RETAINING WALL SYSTEM, GRAVITY WALL, 1 FT HEIGHT PER INDEX 400-011, SCHEME 1 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_554 | 9131300 | FDOT PAY ITEM # 548-20B: RETAINING WALL SYSTEM, GRAVITY WALL, 2 FT HEIGHT PER INDEX 400-011, SCHEME 1 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_555 | 9131300 | FDOT PAY ITEM # 548-20C: RETAINING WALL SYSTEM, GRAVITY WALL, 3 FT HEIGHT PER INDEX 400-011, SCHEME 1 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_556 | 9131300 | FDOT PAY ITEM # 548-20D: RETAINING WALL SYSTEM, GRAVITY WALL, 4 FT HEIGHT PER INDEX 400-011, SCHEME 1 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_557 | 9131300 | FDOT PAY ITEM # 548-20E: RETAINING WALL SYSTEM, GRAVITY WALL, 5 FT HEIGHT PER INDEX 400-011, SCHEME 1 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_558 | 9131300 | FDOT PAY ITEM # 548-20F: RETAINING WALL SYSTEM, GRAVITY WALL, 1 FT HEIGHT PER INDEX 400-011, SCHEME 2 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_559 | 9131300 | FDOT PAY ITEM # 548-20G: RETAINING WALL SYSTEM, GRAVITY WALL, 2 FT HEIGHT PER INDEX 400-011, SCHEME 2 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_560 | 9131300 | FDOT PAY ITEM # 548-20H: RETAINING WALL SYSTEM, GRAVITY WALL, 3 FT HEIGHT PER INDEX 400-011, SCHEME 2 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_561 | 9131300 | FDOT PAY ITEM # 548-20J: RETAINING WALL SYSTEM, GRAVITY WALL, 4 FT HEIGHT PER INDEX 400-011, SCHEME 2 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_562 | 9131300 | FDOT PAY ITEM # 548-20K: RETAINING WALL SYSTEM, GRAVITY WALL, 5 FT HEIGHT PER INDEX 400-011, SCHEME 2 | 0.00 | LFT | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_563 | 9131300 | FDOT PAY ITEM # 524-1-4: CONCRETE DITCH PAVEMENT, NON REINFORCED, 6 IN | 0.00 | SQY | $0.00 | $180.00 | $0.00 | $0.00 |
| PNC2127485B1_1_564 | 9131300 | FDOT PAY ITEM # 524-2-2: CONCRETE SLOPE PAVEMENT, NON REINFORCED, 4 IN | 0.00 | SQY | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_565 | 9131300 | FDOT PAY ITEM # 524-2-4: CONCRETE SLOPE PAVEMENT, NON REINFORCED, 6 IN | 0.00 | SQY | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_566 | 9131300 | FDOT PAY ITEM # 524-2-29: CONCRETE SLOPE PAVEMENT, 4 IN, REINFORCED | 0.00 | SQY | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_567 | 9131300 | FDOT PAY ITEM # 524-2-49: CONCRETE SLOPE PAVEMENT, 6 IN, REINFORCED | 0.00 | SQY | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_568 | 9131300 | FDOT PAY ITEM # 530-1-100: RIPRAP, SAND-CEMENT BAGS | 1.00 | CUY | $0.00 | $1,000.00 | $1,000.00 | $0.00 |
| PNC2127485B1_1_569 | 9131300 | FDOT PAY ITEM # 530-3-3: RIPRAP- RUBBLE, BANK AND SHORE | 0.00 | TON | $0.00 | $500.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_570 | 9131300 | FDOT PAY ITEM # 530-3-4: RIPRAP, RUBBLE, F&I, DITCH LINING | 0.00 | TON | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_571 | 9131300 | FDOT PAY ITEM # 530-3-5: RIPRAP - RUBBLE, COASTAL SHORE- LARGE BOULDERS | 0.00 | TON | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_572 | 9131300 | FDOT PAY ITEM # 530-3-8: RIPRAP - RUBBLE, REMOVE EXISTING AND REINSTALL | 0.00 | SQY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_573 | 9131300 | FDOT PAY ITEM # 530-74: BEDDING STONE | 20.00 | TON | $0.00 | $100.00 | $2,000.00 | $0.00 |
| PNC2127485B1_1_574 | 9131300 | FDOT PAY ITEM # 530-4-4: ARTICULATING CONCRETE BLOCK REVETMENT SYSTEM, THICKNESS 4 IN | 0.00 | SQY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_575 | 9131300 | FDOT PAY ITEM # 530-4-6: ARTICULATING CONCRETE BLOCK REVETMENT SYSTEM, THICKNESS 6 IN | 0.00 | SQY | $0.00 | $350.00 | $0.00 | $0.00 |
| PNC2127485B1_1_576 | 9131300 | FDOT PAY ITEM # 530-4-9: ARTICULATING CONCRETE BLOCK REVETMENT SYSTEM, THICKNESS 9 IN | 0.00 | SQY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_577 | 9131300 | FDOT PAY ITEM # N/A: RIPRAP FABRIC-FORMED CONCRETE, 8 IN FILTER POINTS | 0.00 | SQY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_578 | 9131300 | FDOT PAY ITEM # N/A: RIPRAP FABRIC-FORMED CONCRETE, | 0.00 | SQY | $0.00 | $450.00 | $0.00 | $0.00 |

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| | | 10 IN FILTER POINTS | | | | | | |
| PNC2127485B1_1_579 | 9131300 | FDOT PAY ITEM # N/A: PLASTIC FILTER FABRIC, SUBSURFACE | 0.00 | SQY | $0.00 | $18.00 | $0.00 | $0.00 |
| PNC2127485B1_1_580 | 9131300 | FDOT PAY ITEM # 536-1-0: GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2 | 41.00 | LFT | $0.00 | $80.00 | $3,280.00 | $0.00 |
| PNC2127485B1_1_581 | 9131300 | FDOT PAY ITEM # 536-1-1: GUARDRAIL -ROADWAY, GENERAL TL-3 | 297.00 | LFT | $0.00 | $80.00 | $23,760.00 | $0.00 |
| PNC2127485B1_1_582 | 9131300 | FDOT PAY ITEM # 536-1-3: GUARDRAIL, ROADWAY, DOUBLE FACE | 0.00 | LFT | $0.00 | $150.00 | $0.00 | $0.00 |
| PNC2127485B1_1_583 | 9131300 | FDOT PAY ITEM # 536-1A: GUARDRAIL-SHOP-BENT PANELS | 50.00 | LFT | $0.00 | $90.00 | $4,500.00 | $0.00 |
| PNC2127485B1_1_584 | 9131300 | FDOT PAY ITEM # 536-5-1: RUB RAIL FOR GUARDRAIL, SINGLE SIDED RUB RAIL | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_585 | 9131300 | FDOT PAY ITEM # 536-5-2: RUB RAIL FOR GUARDRAIL, DOUBLE SIDED RUB RAIL | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_586 | 9131300 | FDOT PAY ITEM # N/A: RETROFIT EXIST GUARDRAIL-PEDESTRIAN/CYCLE PIPE RAIL | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_587 | 9131300 | FDOT PAY ITEM # 536-6: PIPE RAIL FOR GUARDRAIL | 70.00 | LFT | $0.00 | $50.00 | $3,500.00 | $0.00 |
| PNC2127485B1_1_588 | 9131300 | FDOT PAY ITEM # 536-7-1: SPECIAL GUARDRAIL POST- | 0.00 | EA | $0.00 | $200.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

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|---|---|---|---|---|---|---|---|---|
| | | DEEP POST FOR SLOPE BREAK CONDITION- TIMBER OR STEEL | | | | | | |
| PNC2127485B1_1_589 | 9131300 | FDOT PAY ITEM # 536-7-2: SPECIAL GUARDRAIL POST-SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT | 0.00 | EA | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_590 | 9131300 | FDOT PAY ITEM # 536-7-3: SPECIAL GUARDRAIL POST-ENCASED POST FOR SHALLOW MOUNT | 0.00 | EA | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_591 | 9131300 | FDOT PAY ITEM # 536-7-4: SPECIAL GUARDRAIL POST-FLANGIBLE LEAVE-OUT FOR MOUNTING THROUGH CONCRETE SURFACE | 0.00 | EA | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_592 | 9131300 | FDOT PAY ITEM # 536-8-111: GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, APPROACH TL-2 | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_593 | 9131300 | FDOT PAY ITEM # 536-8-112: GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, APPROACH TL-3 | 2.00 | EA | $0.00 | $3,000.00 | $6,000.00 | $0.00 |
| PNC2127485B1_1_594 | 9131300 | FDOT PAY ITEM # 536-8-113: GUARDRAIL TRANSITION | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |

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| | | CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, TRAILING | | | | | | |
| PNC2127485B1_1_595 | 9131300 | FDOT PAY ITEM # 536-8-122: GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-002, APPROACH TL-3 | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_596 | 9131300 | FDOT PAY ITEM # 536-8-123: GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-002, TRAILING | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_597 | 9131300 | FDOT PAY ITEM # 536-73: GUARDRAIL REMOVAL | 167.00 | LFT | $0.00 | $10.00 | $1,670.00 | $0.00 |
| PNC2127485B1_1_598 | 9131300 | FDOT PAY ITEM # 536-83-1: GUARDRAIL POST REPLACEMENT, REGULAR | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_599 | 9131300 | FDOT PAY ITEM # 536-85-20: GUARDRAIL END TREATEMENT, TRAILING ANCHORAGE | 6.00 | EA | $0.00 | $5,000.00 | $30,000.00 | $0.00 |
| PNC2127485B1_1_600 | 9131300 | FDOT PAY ITEM # 536-85-24: GUARDRAIL END TREATMENT-PARALLEL APPROACH TERMINAL | 4.00 | EA | $0.00 | $5,000.00 | $20,000.00 | $0.00 |
| PNC2127485B1_1_601 | 9131300 | FDOT PAY ITEM # 536-85-26: GUARDRAIL END TREATMENT- | 3.00 | EA | $0.00 | $5,000.00 | $15,000.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | TYPE CRT | | | | | | |
| PNC2127485B1_1_602 | 9131300 | FDOT PAY ITEM # 536-85-27: GUARDRAIL END TREATMENT-DOUBLE FACE APPROACH TERMINAL | 0.00 | EA | $0.00 | $5,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_603 | 9131300 | FDOT PAY ITEM # 536-85-29: GUARDRAIL END TREATMENT-DOUBLE FACE TRAILING ANCHORAGE | 0.00 | EA | $0.00 | $5,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_604 | 9131300 | FDOT PAY ITEM # 536-311: GUARDRAIL STANDARD PANEL (REPLACE) (SHOP BENT) | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_605 | 9131300 | FDOT PAY ITEM # 536-312: GUARDRAIL STANDARD PANEL (REPLACE), 0-50 FT | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_606 | 9131300 | FDOT PAY ITEM # E536-3242: GUARDRAIL THRIE BEAM (REPLACE), 0-50 FT | 31.00 | LFT | $0.00 | $100.00 | $3,100.00 | $0.00 |
| PNC2127485B1_1_607 | 9131300 | FDOT PAY ITEM # E536-3642: GUARDRAIL DOUBLE FACE (REPLACE), 0-50 FT | 0.00 | LFT | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_608 | 9131300 | FDOT PAY ITEM # 538-1: GUARDRAIL RESET | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_609 | 9131300 | FDOT PAY ITEM # N/A: BARRIER DELINEATORS, F&I | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_610 | 9131300 | FDOT PAY ITEM # 544-2-1: CRASH CUSHION, TL-2, NARROW | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_611 | 9131300 | FDOT PAY ITEM # 544-2-2: CRASH CUSHION, TL-2, WIDE | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_612 | 9131300 | FDOT PAY ITEM # 544-3-1: CRASH CUSHION, TL-3, NARROW | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_613 | 9131300 | FDOT PAY ITEM # 544-3-2: CRASH CUSHION, TL-3, WIDE | 0.00 | EA | $0.00 | $3,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_614 | 9131300 | FDOT PAY ITEM # 536-7-A: SPECIAL GUARDRAIL POSTÂ | 0.00 | EA | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_615 | 9131300 | FDOT PAY ITEM # 550-10: FENCING REMOVAL (REMOVAL AND DISPOSAL, ANY TYPE) | 1,315.00 | LFT | $0.00 | $30.00 | $39,450.00 | $0.00 |
| PNC2127485B1_1_616 | 9131300 | FDOT PAY ITEM # 550-10-210 OR 550-10-220: FENCING, TYPE B, 0-6.0 FT, STANDARD FEATURES | 1,106.00 | LFT | $0.00 | $30.00 | $33,180.00 | $0.00 |
| PNC2127485B1_1_617 | 9131300 | FDOT PAY ITEM # 550-10-230: FENCING, TYPE B, 6.1-7.0 FT, STANDARD | 0.00 | LFT | $0.00 | $40.00 | $0.00 | $0.00 |
| PNC2127485B1_1_618 | 9131300 | FDOT PAY ITEM # 550-10-240: FENCING, TYPE B, 7.1-8.0 FT, STANDARD | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_619 | 9131300 | FDOT PAY ITEM # 550-10-250: FENCING, TYPE B, 8.1-10.0 FT, STANDARD FEATURES | 0.00 | LFT | $0.00 | $70.00 | $0.00 | $0.00 |
| PNC2127485B1_1_620 | 9131300 | FDOT PAY ITEM # 550-10-218: FENCING, TYPE B, 0.0-5.0 FT, RESET EXISTING | 0.00 | LFT | $0.00 | $40.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_621 | 9131300 | FDOT PAY ITEM # 550-10-228: FENCING, TYPE B, 5.1-6.0 FT, RESET EXISTING | 930.00 | LFT | $0.00 | $45.00 | $41,850.00 | $0.00 |
| PNC2127485B1_1_622 | 9131300 | FDOT PAY ITEM # 550-10-238: FENCING, TYPE B, 6.1-7.0 FT, RESET EXISTING | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_623 | 9131300 | FDOT PAY ITEM # 550-10-248: FENCING, TYPE B, 7.1-8.0 FT, RESET EXISTING | 0.00 | LFT | $0.00 | $55.00 | $0.00 | $0.00 |
| PNC2127485B1_1_624 | 9131300 | FDOT PAY ITEM # 550-10-258: FENCING, TYPE B, 8.1-10.0 FT, RESET EXISTING FENCE | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_625 | 9131300 | FDOT PAY ITEM # 550-10-212 OR 550-10-222: FENCING, TYPE B, 0.5-5.0 FT OR 5.1-6.0 FT, W/ VINYL COATING | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_626 | 9131300 | FDOT PAY ITEM # 550-10-232 OR 550-10-242: FENCING, TYPE B, 6.1-7.0 FT OR 7.1-8.0 FT, W/ VINYL COATING | 0.00 | LFT | $0.00 | $56.00 | $0.00 | $0.00 |
| PNC2127485B1_1_627 | 9131300 | FDOT PAY ITEM # 550-10-252: FENCING, TYPE B, 8.1-10.0 FT, W/ VINYL COATING | 0.00 | LFT | $0.00 | $65.00 | $0.00 | $0.00 |
| PNC2127485B1_1_628 | 9131300 | FDOT PAY ITEM # 550-10-221: FENCING, TYPE B, 5.1-6.0 FT, W/ BARBED WIRE ATTACHMENT | 0.00 | LFT | $0.00 | $70.00 | $0.00 | $0.00 |
| PNC2127485B1_1_629 | 9131300 | FDOT PAY ITEM # 550-10-231: FENCING, TYPE B, 6.1-7.0 FT, | 0.00 | LFT | $0.00 | $75.00 | $0.00 | $0.00 |

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| | | W/BARBED WIRE ATTACHMENT | | | | | | |
| PNC2127485B1_1_630 | 9131300 | FDOT PAY ITEM # 550-10-241: FENCING, TYPE B, 7.1-8.0 FT, W/ BARBED WIRE ATTACHMENT | 0.00 | LFT | $0.00 | $80.00 | $0.00 | $0.00 |
| PNC2127485B1_1_631 | 9131300 | FDOT PAY ITEM # 550-10-251: FENCING, TYPE B, 8.1-10.0 FT, W/ BARBED WIRE ATTACHMENT | 0.00 | LFT | $0.00 | $85.00 | $0.00 | $0.00 |
| PNC2127485B1_1_632 | 9131300 | FDOT PAY ITEM # 550-10-335: FENCING, TYPE R, 6.1-7.0 FT, VERTICAL | 0.00 | LFT | $0.00 | $70.00 | $0.00 | $0.00 |
| PNC2127485B1_1_633 | 9131300 | FDOT PAY ITEM # 550-10-343 OR 550-10-353: FENCING, TYPE R, 7.1-8.0 FT OR 8.1-10.0 FT, WITH FULL ENCLOSURE | 0.00 | LFT | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_634 | 9131300 | FDOT PAY ITEM # N/A: FENCING, TYPE R, WITH FULL ENCLOSURE, SPECIAL | 0.00 | LFT | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_635 | 9131300 | FDOT PAY ITEM # N/A: FENCING TYPE B, 0.0-10.0 FT, RELOCATE | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_636 | 9131300 | FDOT PAY ITEM # N/A: FENCING TYPE B, TOP RAIL | 0.00 | LFT | $0.00 | $6.00 | $0.00 | $0.00 |
| PNC2127485B1_1_637 | 9131300 | FDOT PAY ITEM # N/A: FENCING TYPE B, 5.0 FT CANTILEVER FENCE EXTENSION | 0.00 | EA | $0.00 | $150.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_638 | 9131300 | FDOT PAY ITEM # 550-15-21: FENCE REPAIR, TYPE B, CORNER POST ASSY | 10.00 | ASY | $0.00 | $230.00 | $2,300.00 | $0.00 |
| PNC2127485B1_1_639 | 9131300 | FDOT PAY ITEM # 550-15-22: FENCE REPAIR, TYPE B, LINE POST ASSY | 5.00 | ASY | $0.00 | $70.00 | $350.00 | $0.00 |
| PNC2127485B1_1_640 | 9131300 | FDOT PAY ITEM # 550-15-23: FENCE REPAIR, TYPE B, PULL POST ASSY | 0.00 | ASY | $0.00 | $230.00 | $0.00 | $0.00 |
| PNC2127485B1_1_641 | 9131300 | FDOT PAY ITEM # 550-15-25: FENCE REPAIR, TYPE B, CHAIN LINK- GALVANIZED MESH ONLY, 5.1-6.0 FT HEIGHT | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_642 | 9131300 | FDOT PAY ITEM # 550-15-27: FENCE REPAIR, TYPE B, CHAIN LINK- GALVANIZED MESH ONLY, 7.1-8.0 FT HEIGHT | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_643 | 9131300 | FDOT PAY ITEM # 550-60-211: FENCE GATE, TYPE B, SINGLE, 0-6.0 FT OPENING | 4.00 | EA | $0.00 | $500.00 | $2,000.00 | $0.00 |
| PNC2127485B1_1_644 | 9131300 | FDOT PAY ITEM # 550-60-212, 550-60-213, OR 550-60-214: FENCE GATE, TYPE B, SINGLE, 6.1- 12.0 FT, 12.1-18.0 FT OR 18.1 -20.0 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_645 | 9131300 | FDOT PAY ITEM # 550-60-222 OR 550-60-223: FENCE GATE, TYPE B, DOUBLE, 6.1-12.0 FT OR 12.1- | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |

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| | | 18.0 FT OPENING | | | | | | |
| PNC2127485B1_1_646 | 9131300 | FDOT PAY ITEM # 550-60-224 OR 550-60-225: FENCE GATE, TYPE B, DOUBLE, 18.1-20.0 FT OR 20.1-24.0 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_647 | 9131300 | FDOT PAY ITEM # 550-60-226: FENCE GATE, TYPE B, DOUBLE, 24.1-30.0 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_648 | 9131300 | FDOT PAY ITEM # 550-60-227: FENCE GATE, TYPE B, DOUBLE, GREATER THAN 30 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_649 | 9131300 | FDOT PAY ITEM # 550-60-232: FENCE GATE, TYPE B, SLIDING/CANTILEVER, 6.1-12.0 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_650 | 9131300 | FDOT PAY ITEM # 550-60-233: FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18.0 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_651 | 9131300 | FDOT PAY ITEM # 550-60-234: FENCE GATE, TYPE B, SLIDING/CANTILEVER, 18.1-20.0 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_652 | 9131300 | FDOT PAY ITEM # 550-60-235: FENCE GATE, TYPE B, SLIDING/CANTILEVER, 20.1-24.0 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_653 | 9131300 | FDOT PAY ITEM # 550-60-236: | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

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|---|---|---|---|---|---|---|---|---|
| | | FENCE GATE, TYPE B, SLIDING/CANTILEVER, 24.1-30.0 FT OPENING | | | | | | |
| PNC2127485B1_1_654 | 9131300 | FDOT PAY ITEM # 550-60-237: FENCE GATE, TYPE B, SLIDING/CANTILEVER, GREATER THAN 30 FT OPENING | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_655 | 9131300 | FSOT PAY ITEM # 570-1-1A: PERFORMANCE TURF HYDROSEED ONLY | 0.00 | SQY | $0.00 | $2.50 | $0.00 | $0.00 |
| PNC2127485B1_1_656 | 9131300 | FDOT PAY ITEM # 570-1-1B: PERFORMANCE TURF, BONDED FIBER MATRIX ONLY | 0.00 | SQY | $0.00 | $2.50 | $0.00 | $0.00 |
| PNC2127485B1_1_657 | 9131300 | FDOT PAY ITEM # 570-1-1C: PERFORMANCE TURF, SEED AND MULCH ONLY | 0.00 | SQY | $0.00 | $2.50 | $0.00 | $0.00 |
| PNC2127485B1_1_658 | 9131300 | FDOT PAY ITEM # 570-1-2: PERFORMANCE TURF, SOD | 27,566.00 | SQY | $0.00 | $12.00 | $330,792.00 | $69,740.04 |
| PNC2127485B1_1_659 | 9131300 | FDOT PAY ITEM # N/A: MULCH REPLACEMENT, F&I | 0.00 | CUY | $0.00 | $37.00 | $0.00 | $0.00 |
| PNC2127485B1_1_660 | 9131300 | FDOT PAY ITEM # 571-1-11: PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 1 | 0.00 | SQY | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_661 | 9131300 | FDOT PAY ITEM # 571-1-12: PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 2 | 0.00 | SQY | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_662 | 9131300 | FDOT PAY ITEM # 571-1-13: PLASTIC EROSION MAT, TURF | 0.00 | SQY | $0.00 | $20.00 | $0.00 | $0.00 |

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| | | REINFORCED MAT, TYPE 3 | | | | | | |
| PNC2127485B1_1_663 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS GROUND COVER/SHRUBS (1-GALLON CONTAINER) | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_664 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS GROUND COVER/SHRUBS (3-GALLON CONTAINER) | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_665 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS GROUND COVER/SHRUBS (7-GALLON CONTAINER) | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_666 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS GROUND COVER/SHRUBS INSTALLATION (1-GALLON CONTAINER) | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_667 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS GROUND COVER/SHRUBS INSTALLATION (3-GALLON CONTAINER) | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_668 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS GROUND COVER/SHRUBS INSTALLATION (7-GALLON CONTAINER) | 0.00 | EA | $0.00 | $50.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_669 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS SMALL TREES - UP TO 10 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_670 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS LARGE TREES, 10-12 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_671 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS LARGE TREES, 13-18 FT OVERALL HEIGHT | 72.00 | LFT | $0.00 | $125.00 | $9,000.00 | $0.00 |
| PNC2127485B1_1_672 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS SMALL TREES - UP TO 10 FT OVERALL HEIGHT INSTALL | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_673 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS LARGE TREES, 10-12 FT OVERALL HEIGHT INSTALL | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_674 | 9131300 | FDOT PAY ITEM # N/A: MISCELLANEOUS LARGE TREES, 13-18 FT OVERALL HEIGHT INSTALL | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_675 | 9131300 | FDOT PAY ITEM # N/A: FLORIDA THATCH PALM - UP TO 12 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_676 | 9131300 | FDOT PAY ITEM # N/A: | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | ROYSTONEA SPP. (ROYAL PALM) PLANT, UP TO 12 FT OVERALL HEIGHT | | | | | | |
| PNC2127485B1_1_677 | 9131300 | FDOT PAY ITEM # N/A: ROYSTONEA SPP. (ROYAL PALM) PLANT, 13- 20 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_678 | 9131300 | FDOT PAY ITEM # N/A: SABAL PALMETTO (CABBAGE PALM), UP TO 12 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_679 | 9131300 | FDOT PAY ITEM # N/A: SABAL PALMETTO (CABBAGE PALM), 13-20 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_680 | 9131300 | FDOT PAY ITEM # N/A: DELONIX REGIA (ROYAL POINCIANA) PLANT, UP TO 12 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_681 | 9131300 | FDOT PAY ITEM # N/A: DELONIX REGIA (ROYAL POINCIANA) PLANT, 13-20 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_682 | 9131300 | FDOT PAY ITEM # N/A: LARGERSTROEMIA INDICA (CRAPE MYRTLE) PLANT, UP TO 12 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_683 | 9131300 | FDOT PAY ITEM # N/A: BURSERA SIMARUBA (GUMBO LIMBO) PLANT, UP TO 12 FT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |

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| | | OVERALL HEIGHT | | | | | | |
| PNC2127485B1_1_684 | 9131300 | FDOT PAY ITEM # N/A: BURSERA SIMARUBA (GUMBO LIMBO) PLANT, 13-20 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_685 | 9131300 | FDOT PAY ITEM # N/A: QUERCUS VIRGINIANA (LIVE OAK) PLANT, UP TO 12 FT OVERALL HEIGHT | 12.00 | LFT | $0.00 | $125.00 | $1,500.00 | $0.00 |
| PNC2127485B1_1_686 | 9131300 | FDOT PAY ITEM # N/A: QUERCUS VIRGINIANA (LIVE OAK) PLANT, 13- 20 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_687 | 9131300 | FDOT PAY ITEM # N/A: TAXODIUM SPP. (CYPRESS, BALD OR POND) PLANT, UP TO 12 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_688 | 9131300 | FDOT PAY ITEM # N/A: TAXODIUM SPP. (CYPRESS, BALD OR POND) PLANT, 13- 20 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_689 | 9131300 | FDOT PAY ITEM # N/A: BULNESIA ARBOREA (VERA WOOD) PLANT, UP TO 12 FT OVERALL HEIGHT | 0.00 | LFT | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_690 | 9131300 | FDOT PAY ITEM # N/A: TOPSOIL, 50% PLANTING SOIL AND 50% SAND, F&I | 0.00 | CUY | $0.00 | $125.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_691 | 9131300 | FDOT PAY ITEM # N/A: FERTILIZER 50 LB. BAG | 0.00 | EA | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_692 | 9131300 | FDOT PAY ITEM # N/A: WATERING (PER KGAL) | 0.00 | KGL | $0.00 | $125.00 | $0.00 | $0.00 |
| PNC2127485B1_1_693 | 9131300 | FDOT PAY ITEM # N/A: ROOT BARRIER, F&I | 470.00 | LFT | $0.00 | $50.00 | $23,500.00 | $21,500.00 |
| PNC2127485B1_1_694 | 9131300 | FDOT PAY ITEM # 590-70A: IRRIGATION SYSTEM, 3/4 IN PVC PIPE, SCH. 40, F&I | 1,130.00 | LFT | $0.00 | $10.00 | $11,300.00 | $0.00 |
| PNC2127485B1_1_695 | 9131300 | FDOT PAY ITEM # 590-70B: IRRIGATION SYSTEM, 1 IN PVC PIPE, SCH. 40, F&I | 1,160.00 | LFT | $0.00 | $10.00 | $11,600.00 | $0.00 |
| PNC2127485B1_1_696 | 9131300 | FDOT PAY ITEM # 590-70C: IRRIGATION SYSTEM, 2 IN PVC PIPE, SCH. 40, F&I | 100.00 | LFT | $0.00 | $10.00 | $1,000.00 | $0.00 |
| PNC2127485B1_1_697 | 9131300 | FDOT PAY ITEM # 590-70D: IRRIGATION SYSTEM, 3 IN PVC PIPE, SCH. 40, F&I | 50.00 | LFT | $0.00 | $10.00 | $500.00 | $0.00 |
| PNC2127485B1_1_698 | 9131300 | FDOT PAY ITEM # 590-70E: IRRIGATION SYSTEM, 4 IN PVC PIPE, SCH. 40, F&I | 25.00 | LFT | $0.00 | $10.00 | $250.00 | $0.00 |
| PNC2127485B1_1_699 | 9131300 | FDOT PAY ITEM # 590-70F: IRRIGATION SYSTEM, SPRINKLER HEADS POP-UP ROTATING, F&I | 302.00 | EA | $0.00 | $90.00 | $27,180.00 | $0.00 |
| PNC2127485B1_1_700 | 9131300 | FDOT PAY ITEM # N/A: STUMP REMOVAL, UPTO 48 IN DIAMETER | 18.00 | EA | $0.00 | $1,200.00 | $21,600.00 | $0.00 |

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| PNC2127485B1_1_701 | 9131300 | FDOT PAY ITEM # N/A: STUMP GRINDING, UPTO 48 IN DIAMETER | 0.00 | EA | $0.00 | $1,200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_702 | 9131300 | FDOT PAY ITEM # N/A: TREE/PALM STAKING (3 STAKES MINIMUM) | 1.00 | EA | $0.00 | $250.00 | $250.00 | $0.00 |
| PNC2127485B1_1_703 | 9131300 | FDOT PAY ITEM # N/A: HAND GRADING | 0.00 | SQY | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_704 | 9131300 | FDOT PAY ITEM # N/A: SKILLED LABOR, IRRIGATION SYSTEM REPAIRS | 0.00 | HR | $0.00 | $65.00 | $0.00 | $0.00 |
| PNC2127485B1_1_705 | 9131300 | FDOT PAY ITEM # N/A: TREE REMOVAL CREW, 3-PERSON CREW, 4 HR MINIMUM CHARGE | 48.00 | HR | $0.00 | $400.00 | $19,200.00 | $0.00 |
| PNC2127485B1_1_706 | 9131300 | FDOT PAY ITEM # N/A: TREE RESTORATION, UPTO 48 IN DIAMETER | 0.00 | EA | $0.00 | $10.00 | $0.00 | $0.00 |
| PNC2127485B1_1_707 | 9131300 | FDOT PAY ITEM # N/A: ROOT PRUNING/TREE TRIMMING CREW, 3-PERSON CREW, 4 HR MINIMUM CHARGE | 84.00 | HR | $0.00 | $400.00 | $33,600.00 | $17,600.00 |
| PNC2127485B1_1_708 | 9131300 | FDOT PAY ITEM # N/A: STUMP GRINDER, 2-PERSON CREW, 4 HR MINIMUM CHARGE | 0.00 | HR | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_709 | 9131300 | FDOT PAY ITEM # N/A: SEA GRAPE MAINTENACE, 3-PEOPLE CREW, 4 HR MINIMUM CHARGE | 0.00 | HR | $0.00 | $100.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_710 | 9131300 | FDOT PAY ITEM # N/A: ARBORIST WORK, COMPLETE | 0.00 | HR | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_711 | 9131300 | FDOT PAY ITEM # 630-2-11: CONDUIT, FURNISH & INSTALL, OPEN TRENCH | 0.00 | LFT | $0.00 | $38.00 | $0.00 | $0.00 |
| PNC2127485B1_1_712 | 9131300 | FDOT PAY ITEM # 630-2-12A: CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 0 IN TO < 6 IN | 0.00 | LFT | $0.00 | $60.00 | $0.00 | $0.00 |
| PNC2127485B1_1_713 | 9131300 | FDOT PAY ITEM # 630-2-12B: CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 6 IN TO < 12 IN | 0.00 | LFT | $0.00 | $80.00 | $0.00 | $0.00 |
| PNC2127485B1_1_714 | 9131300 | FDOT PAY ITEM # 630-2-12C: CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 12 IN TO < 18 IN | 0.00 | LFT | $0.00 | $130.00 | $0.00 | $0.00 |
| PNC2127485B1_1_715 | 9131300 | FDOT PAY ITEM # 630-2-12D: CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 18 IN TO < 24 IN | 0.00 | LFT | $0.00 | $260.00 | $0.00 | $0.00 |
| PNC2127485B1_1_716 | 9131300 | FDOT PAY ITEM # 630-2-12E: CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 24 IN TO < 36 IN | 0.00 | LFT | $0.00 | $320.00 | $0.00 | $0.00 |
| PNC2127485B1_1_717 | 9131300 | FDOT PAY ITEM # 630-2-12F: CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 36 IN TO < | 0.00 | LFT | $0.00 | $400.00 | $0.00 | $0.00 |

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| | | 48 IN | | | | | | |
| PNC2127485B1_1_718 | 9131300 | FDOT PAY ITEM # 630-2-12G: CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, 48 IN TO < 60 IN | 0.00 | LFT | $0.00 | $700.00 | $0.00 | $0.00 |
| PNC2127485B1_1_719 | 9131300 | FDOT PAY ITEM # 630-2-12H: CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE, > 60 IN | 0.00 | LFT | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_720 | 9131300 | FDOT PAY ITEM # 630-2-14: CONDUIT, FURNISH & INSTALL, ABOVE GROUND | 0.00 | LFT | $0.00 | $38.00 | $0.00 | $0.00 |
| PNC2127485B1_1_721 | 9131300 | FDOT PAY ITEM # 630-2-15: CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT, 1-1/2 IN CONDUIT | 0.00 | LFT | $0.00 | $38.00 | $0.00 | $0.00 |
| PNC2127485B1_1_722 | 9131300 | FDOT PAY ITEM # 630-2-64: CONDUIT, REMOVE, ABOVE GROUND | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_723 | 9131300 | FDOT PAY ITEM # 630-2-65: CONDUIT, REMOVE, BRIDGE MOUNT | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_724 | 9131300 | FDOT PAY ITEM # 632-7-1: SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_725 | 9131300 | FDOT PAY ITEM # 632-7-2: SIGNAL CABLE- REPAIR/ | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |

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| Item # | Category | Description | Total Line Qty Released | UOM | Maximum Line Amount | Unit Price | Total Line Released Amount | Amount Paid |
|---|---|---|---|---|---|---|---|---|
| | | REPLACE/OTHER, FURNISH & INSTALL | | | | | | |
| PNC2127485B1_1_726 | 9131300 | FDOT PAY ITEM # 632-7-4: SIGNAL CABLE, ADJUST | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_727 | 9131300 | FDOT PAY ITEM # 632-7-6: SIGNAL CABLE, REMOVE-INTERSECTION | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_728 | 9131300 | FDOT PAY ITEM # 632-7-7: SIGNAL CABLE, REMOVE-OUTSIDE OF INTERSECTION | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_729 | 9131300 | FDOT PAY ITEM # 635-2-11A: PULL & SPLICE BOX, F&I, 13 IN x 24 IN COVER SIZE | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_730 | 9131300 | FDOT PAY ITEM # N/A: PULL & SPLICE BOX, FURNISH & INSTALL, 30 IN X 48 IN X 36 IN DEEP | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_731 | 9131300 | FDOT PAY ITEM # 635-2-12: PULL & SPLICE BOX, F&I, 24 IN X 36 IN COVER SIZE | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_732 | 9131300 | FDOT PAY ITEM # 635-2-13: PULL & SPLICE BOX, F&I, 30 IN X 60 IN RECTANGULAR OR 36 IN ROUND COVER SIZE | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_733 | 9131300 | FDOT PAY ITEM # 635-2-11B: PULL & SPLICE BOX, F&I, 13 IN x 24 IN COVER SIZE, TIER 22 | 0.00 | EA | $0.00 | $2,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_734 | 9131300 | FDOT PAY ITEM # 635-2-30: | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |

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ATON@broward.org

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

| Vend#-AddrID-ContactID | Legal Name | Vendor Contact Email | Vendor Phone # |
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| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

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| | | PULL & SPLICE BOX, INSTALL | | | | | | |
| PNC2127485B1_1_735 | 9131300 | FDOT PAY ITEM # 635-2-40: PULL & SPLICE BOX, RELOCATE | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_736 | 9131300 | FDOT PAY ITEM # 635-3-12: JUNCTION BOX, FURNISH & INSTALL, MOUNTED AT GROUND LEVEL OR ALOFT, 1-1/2 IN CONDUIT | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_737 | 9131300 | FDOT PAY ITEM # N/A: PULL & SPLICE BOX, REMOVE | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_738 | 9131300 | FDOT PAY ITEM # 639-2-1: ELECTRICAL SERVICE WIRE, FURNISH & INSTALL | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_739 | 9131300 | FDOT PAY ITEM # 639-2-4: ELECTRICAL SERVICE WIRE, RELOCATE | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_740 | 9131300 | FDOT PAY ITEM # 639-2-6: ELECTRICAL SERVICE WIRE, REMOVE | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_741 | 9131300 | FDOT PAY ITEM # 646-1-11: ALUMINUM SIGNALS POLE, PEDESTAL | 0.00 | EA | $0.00 | $1,250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_742 | 9131300 | FDOT PAY ITEM # 646-1-12: ALUMINUM SIGNALS POLE, F&I, PEDESTRIAN DETECTOR POST | 0.00 | EA | $0.00 | $1,250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_743 | 9131300 | FDOT PAY ITEM # 646-1-30: | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| | | ALUMINUM SIGNALS POLE, INSTALL | | | | | | |
| PNC2127485B1_1_744 | 9131300 | FDOT PAY ITEM # 646-1-40: ALUMINUM SIGNALS POLE, RELOCATE | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_745 | 9131300 | FDOT PAY ITEM # 646-1-60: ALUMINUM SIGNALS POLE, REMOVE | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_746 | 9131300 | FDOT PAY ITEM # NA: ALUMINUM SIGNALS POLE, ADJUST | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_747 | 9131300 | FDOT PAY ITEM # 653-1-11: PEDESTRIAN SIGNAL, F&I, LED COUNTDOWN, 1 WAY | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_748 | 9131300 | FDOT PAY ITEM # 653-1-12: PEDESTRIAN SIGNAL, F&I, LED-COUNTDOWN, 2 WAYS | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_749 | 9131300 | FDOT PAY ITEM # 653-1-40: PEDESTRIAN SIGNAL, RELOCATE | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_750 | 9131300 | FDOT PAY ITEM # 653-1-60: PEDESTRIAN SIGNAL, REMOVED PED SIGNAL-POLE/PEDESTAL TO REMAIN | 0.00 | ASY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_751 | 9131300 | FDOT PAY ITEM # 653-1-11: PEDESTRIAN SIGNAL, F&I, LED, 1 DIRECTION | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_752 | 9131300 | FDOT PAY ITEM # 653-1-12: | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| | | PEDESTRIAN SIGNAL, F&I, LED, 2 DIRECTIONS | | | | | | |
| PNC2127485B1_1_753 | 9131300 | FDOT PAY ITEM # 665-1-11: PEDESTRIAN DETECTOR, F&I, STANDARD | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_754 | 9131300 | FDOT PAY ITEM # 665-1-12: PEDESTRIAN DETECTOR, F&I, ACCESSIBLE | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_755 | 9131300 | FDOT PAY ITEM # 665-1-40: PEDESTRIAN DETECTOR, RELOCATE | 0.00 | EA | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_756 | 9131300 | FDOT PAY ITEM # 665-1-60: PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_757 | 9131300 | FDOT PAY ITEM # 700-1-11B: SINGLE POWDER COATED POST SIGN F&I GROUND MOUNT, UP TO 12 SF | 0.00 | ASY | $0.00 | $800.00 | $0.00 | $0.00 |
| PNC2127485B1_1_758 | 9131300 | FDOT PAY ITEM # 700-1-11A: SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF | 59.00 | ASY | $0.00 | $800.00 | $47,200.00 | $47,200.00 |
| PNC2127485B1_1_759 | 9131300 | FDOT PAY ITEM # 700-1-12A: SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_760 | 9131300 | FDOT PAY ITEM # 700-1-12B: SINGLE POWDER COATED POST SIGN, F&I GROUND MOUNT, 12- | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|
| | | 20 SF | | | | | | |
| PNC2127485B1_1_761 | 9131300 | FDOT PAY ITEM # 700-1-13A: SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF | 0.00 | ASY | $0.00 | $1,200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_762 | 9131300 | FDOT PAY ITEM # 700-1-13B: SINGLE POWDER COATED POST SIGN, F&I GROUND MOUNT, 21-30 SF | 0.00 | ASY | $0.00 | $1,200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_763 | 9131300 | FDOT PAY ITEM # 700-1-14A: SINGLE POST SIGN, F&I GROUND MOUNT, 31+ SF | 0.00 | ASY | $0.00 | $1,400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_764 | 9131300 | FDOT PAY ITEM # 700-1-14B: SINGLE POWDER COATED POST SIGN, F&I GROUND MOUNT, 31+ SF | 0.00 | ASY | $0.00 | $1,400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_765 | 9131300 | FDOT PAY ITEM # 700-1-18A: SINGLE POST SIGN, F&I GROUND MOUNT, IN-STREET FLEXIBLE POST | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_766 | 9131300 | FDOT PAY ITEM # 700-1-18B: SINGLE POWDER COATED POST SIGN, F&I GROUND MOUNT, IN-STREET FLEXIBLE POST | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_767 | 9131300 | FDOT PAY ITEM # 700-1-21A: SINGLE POST SIGN, F&I BARRIER MOUNT INDEX 11871/700-013 UP TO 12 SF | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_768 | 9131300 | FDOT PAY ITEM # 700-1-21B: | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |

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| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| | | SINGLE POWDER COATED POST SIGN, F&I BARRIER MOUNT INDEX 11871/700-013 UP TO 12 SF | | | | | | |
| PNC2127485B1_1_769 | 9131300 | FDOT PAY ITEM # 700-1-40: SINGLE POST SIGN, INSTALL | 0.00 | ASY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_770 | 9131300 | FDOT PAY ITEM # 700-1-50: SINGLE POST SIGN, RELOCATE | 4.00 | ASY | $0.00 | $600.00 | $2,400.00 | $0.00 |
| PNC2127485B1_1_771 | 9131300 | FDOT PAY ITEM # 700-1-60: SINGLE POST SIGN, REMOVE | 26.00 | ASY | $0.00 | $120.00 | $3,120.00 | $1,680.00 |
| PNC2127485B1_1_772 | 9131300 | FDOT PAY ITEM # 700-2-11: MULTI- POST SIGN, F&I GROUND MOUNT, UP TO 12 SF | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_773 | 9131300 | FDOT PAY ITEM # 700-2-12: MULTI- POST SIGN, F&I GROUND MOUNT, 13-20 SF | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_774 | 9131300 | FDOT PAY ITEM # 700-2-13: MULTI- POST SIGN, F&I GROUND MOUNT, 21-30 SF | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_775 | 9131300 | FDOT PAY ITEM # 700-2-14: MULTI- POST SIGN, F&I GROUND MOUNT, 31-50 SF | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_776 | 9131300 | FDOT PAY ITEM # 700-2-15: MULTI- POST SIGN, F&I GROUND MOUNT, 51-100 SF | 0.00 | ASY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_777 | 9131300 | FDOT PAY ITEM # 700-2-50: MULTI- POST SIGN, GROUND MOUNT, RELOCATE | 1.00 | ASY | $0.00 | $900.00 | $900.00 | $0.00 |

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| PNC2127485B1_1_778 | 9131300 | FDOT PAY ITEM # 700-2-60: MULTI- POST SIGN, REMOVE | 0.00 | ASY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_779 | 9131300 | FDOT PAY ITEM # N/A: SIGN EXISTING- REMOVE, SPAN WIRE | 0.00 | ASY | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_780 | 9131300 | FDOT PAY ITEM # N/A: SIGN EXISTING- REMOVE, BRIDGE MOUNTED | 0.00 | ASY | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_781 | 9131300 | FDOT PAY ITEM # N/A: SIGN EXISTING- RELOCATE, SPAN WIRE | 0.00 | ASY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_782 | 9131300 | FDOT PAY ITEM # N/A: SIGN EXISTING- RELOCATE, BRIDGE MOUNTED | 0.00 | ASY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_783 | 9131300 | FDOT PAY ITEM # N/A: SIGN PANELS, F&I, 15 OR LESS | 0.00 | EA | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_784 | 9131300 | FDOT PAY ITEM # N/A: SIGN PANELS, F&I, 16 -100 | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_785 | 9131300 | FDOT PAY ITEM # N/A: SIGN PANELS, RELOCATE, 15 OR LESS | 0.00 | EA | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_786 | 9131300 | FDOT PAY ITEM # N/A: SIGN PANELS, RELOCATE, 16-100 | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_787 | 9131300 | FDOT PAY ITEM # N/A: SIGN PANELS, REMOVE | 0.00 | EA | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_788 | 9131300 | FDOT PAY ITEM # 0700-12-11: SIGN BEACON, F&I GROUND MOUNT- AC POWERED, ONE | 0.00 | ASY | $0.00 | $500.00 | $0.00 | $0.00 |

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| | | BEACON | | | | | | |
| PNC2127485B1_1_789 | 9131300 | FDOT PAY ITEM # 0700-12-21: SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON | 0.00 | ASY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_790 | 9131300 | FDOT PAY ITEM # 0700-12-31: SIGN BEACON, F&I OVERHEAD MOUNT, ONE BEACON | 0.00 | ASY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_791 | 9131300 | FDOT PAY ITEM # N/A: SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF | 0.00 | ASY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_792 | 9131300 | FDOT PAY ITEM # N/A: TRIANGULAR SLIP BASE | 0.00 | ASY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_793 | 9131300 | FDOT PAY ITEM # 705-10-1: OBJECT MARKER, TYPE 1 | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_794 | 9131300 | FDOT PAY ITEM # 705-10-2: OBJECT MARKER, TYPE 2 | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_795 | 9131300 | FDOT PAY ITEM # 705-10-3: OBJECT MARKER, TYPE 3 | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_796 | 9131300 | FDOT PAY ITEM # 705-10-4: OBJECT MARKER, TYPE 4 | 0.00 | EA | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_797 | 9131300 | FDOT PAY ITEM # 705-11-1: DELINEATOR, FLEXIBLE TUBULAR | 0.00 | EA | $0.00 | $40.00 | $0.00 | $0.00 |
| PNC2127485B1_1_798 | 9131300 | FDOT PAY ITEM # 705-11-2: DELINEATOR, NON-FLEXIBLE | 0.00 | EA | $0.00 | $40.00 | $0.00 | $0.00 |
| PNC2127485B1_1_799 | 9131300 | FDOT PAY ITEM # 705-11-3: | 0.00 | EA | $0.00 | $40.00 | $0.00 | $0.00 |

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| | | DELINEATOR, FLEXIBLE HIGH VISIBILITY MEDIAN | | | | | | |
| PNC2127485B1_1_800 | 9131300 | FDOT PAY ITEM # 705-11-4: DELINEATOR, FLEXIBLE HIGH PERFORMANCE 48 IN | 0.00 | EA | $0.00 | $40.00 | $0.00 | $0.00 |
| PNC2127485B1_1_801 | 9131300 | FDOT PAY ITEM # 706-1-3: RAISED PAVEMENT MARKER, TYPE B | 2,333.00 | EA | $0.00 | $10.00 | $23,330.00 | $200.00 |
| PNC2127485B1_1_802 | 9131300 | FDOT PAY ITEM # 710-11-101 OR 710-11-201: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID, 6 IN | 15,999.00 | LFT | $0.00 | $3.00 | $47,997.00 | $0.00 |
| PNC2127485B1_1_803 | 9131300 | FDOT PAY ITEM # 710-11-102 OR 710-11-202: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR FOR INTERCHANGE AND URBAN ISLAND, 8 IN | 1,042.00 | LFT | $0.00 | $4.00 | $4,168.00 | $0.00 |
| PNC2127485B1_1_804 | 9131300 | FDOT PAY ITEM # 710-11-123 OR 710-11-223: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR CROSSWALK AND ROUNDABOUT, 12 IN | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_805 | 9131300 | FDOT PAY ITEM # 710-11-124 OR | 384.00 | LFT | $0.00 | $6.00 | $2,304.00 | $0.00 |

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| | | 710-11-224: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SOLID FOR DIANAL OR CHEVRON, 18 IN | | | | | | |
| PNC2127485B1_1_806 | 9131300 | FDOT PAY ITEM # 710-11-125: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24 IN | 27.00 | LFT | $0.00 | $10.00 | $270.00 | $0.00 |
| PNC2127485B1_1_807 | 9131300 | FDOT PAY ITEM # 710-11-131 OR 710-11-231: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, SKIP, 6 IN, 10-30 OR 3-9 SKIP, DOTTED/GUIDELINE/6-10 GAP EXTENSION, 6 IN | 6,882.00 | LFT | $0.00 | $3.00 | $20,646.00 | $0.00 |
| PNC2127485B1_1_808 | 9131300 | FDOT PAY ITEM # 710-11-160: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL | 8.00 | EA | $0.00 | $300.00 | $2,400.00 | $0.00 |
| PNC2127485B1_1_809 | 9131300 | FDOT PAY ITEM # 710-11-170: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS | 35.00 | EA | $0.00 | $300.00 | $10,500.00 | $0.00 |
| PNC2127485B1_1_810 | 9131300 | FDOT PAY ITEM # 710-11-180: PAINTED PAVEMENT MARKINGS, STANDARD, | 0.00 | LFT | $0.00 | $10.00 | $0.00 | $0.00 |

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| | | WHITE, YIELD LINE | | | | | | |
| PNC2127485B1_1_811 | 9131300 | FDOT PAY ITEM # 710-11-190 OR 710-11-290: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, ISLAND NOSE | 450.00 | SQF | $0.00 | $10.00 | $4,500.00 | $4,500.00 |
| PNC2127485B1_1_812 | 9131300 | FDOT PAY ITEM # 710-11-331: PAINTED PAVEMENT MARKINGS, STANDARD, BLACK, SKIP 6 IN | 0.00 | LFT | $0.00 | $3.00 | $0.00 | $0.00 |
| PNC2127485B1_1_813 | 9131300 | FDOT PAY ITEM # 711-16-101 OR 711-16-201: THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE OR YELLOW, SOLID, 6 IN | 71,499.00 | LFT | $0.00 | $5.00 | $357,495.00 | $9,500.00 |
| PNC2127485B1_1_814 | 9131300 | FDOT PAY ITEM # 711-16-102 OR 711-16-202: THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE OR YELLOW, SOLID, 8 IN | 2,372.00 | LFT | $0.00 | $6.00 | $14,232.00 | $0.00 |
| PNC2127485B1_1_815 | 9131300 | FDOT PAY ITEM # 711-11-123: THERMOPLASTIC, STANDARD, WHITE, SOLID, 12 IN FOR CROSSWALK AND ROUNDABOUT | 4,000.00 | LFT | $0.00 | $7.00 | $28,000.00 | $0.00 |
| PNC2127485B1_1_816 | 9131300 | FDOT PAY ITEM # 711-11-124 OR 711-11-224: THERMOPLASTIC, STANDARD, WHITE OR | 1,574.00 | LFT | $0.00 | $8.00 | $12,592.00 | $400.00 |

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| | | YELLOW, SOLID, 18 FOR DIAGONAL OR CHEVRON | | | | | | |
| PNC2127485B1_1_817 | 9131300 | FDOT PAY ITEM # 711-11-125: THERMOPLASTIC, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24 IN | 1,507.00 | LFT | $0.00 | $15.00 | $22,605.00 | $1,200.00 |
| PNC2127485B1_1_818 | 9131300 | FDOT PAY ITEM # 711-16-131 OR 711-16-231: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SKIP, 10-30 OR 3-9 SKIP, DOTTED GUIDELINE 6-10 DOTTED EXTENSION, 6 IN | 47,182.00 | LFT | $0.00 | $5.00 | $235,910.00 | $17,575.00 |
| PNC2127485B1_1_819 | 9131300 | FDOT PAY ITEM # 711-11-141 OR 711-11-241: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, 2-4 DOTTED GUIDE LINE/ 6-10 GAP/DOTTED EXTENSION LINE, 6 IN | 13,863.00 | LFT | $0.00 | $5.00 | $69,315.00 | $0.00 |
| PNC2127485B1_1_820 | 9131300 | FDOT PAY ITEM # 711-11-160: THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL | 38.00 | EA | $0.00 | $500.00 | $19,000.00 | $0.00 |
| PNC2127485B1_1_821 | 9131300 | FDOT PAY ITEM # 711-11-170: THERMOPLASTIC, STANDARD, WHITE, ARROW | 199.00 | EA | $0.00 | $500.00 | $99,500.00 | $42,000.00 |
| PNC2127485B1_1_822 | 9131300 | FDOT PAY ITEM # 711-11-421: THERMOPLASTIC, STANDARD, BLUE, SOLID, 6 IN | 0.00 | LFT | $0.00 | $5.00 | $0.00 | $0.00 |
| PNC2127485B1_1_823 | 9131300 | FDOT PAY ITEM # N/A: REMOVE | 0.00 | SQF | $0.00 | $20.00 | $0.00 | $0.00 |

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| | | EXISTING PAVEMENT MARKINGS | | | | | | |
| PNC2127485B1_1_824 | 9131300 | FDOT PAY ITEM # N/A: THERMOPLASTIC PAVEMENT MARKINGS ISLAND NOSE, YELLOW OR WHITE | 600.00 | SQF | $0.00 | $15.00 | $9,000.00 | $0.00 |
| PNC2127485B1_1_825 | 9131300 | FDOT PAY ITEM # N/A: MINIMUM CHARGE FOR STRIPING FOR EACH PROJECT | 4.00 | EA | $0.00 | $500.00 | $2,000.00 | $0.00 |
| PNC2127485B1_1_826 | 9131300 | FDOT PAY ITEM # 523-3A: PATTERNED PAVEMENT, NON-VEHICULAR AREAS | 0.00 | SQY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_827 | 9131300 | FDOT PAY ITEM # 523-3B PATTERNED PAVEMENT, VEHICULAR AREAS - GREEN BIKE LANE AND SYMBOLS | 1,755.00 | SQY | $0.00 | $300.00 | $526,500.00 | $268,944.00 |
| PNC2127485B1_1_828 | 9131300 | FDOT PAY ITEM # 710-11-141 OR 711-11-241: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE OR YELLOW, 2-4 DOTTED GUIDE LINE OR 6-10 DOTTED EXTENSION LINE, 6 INÂ | 1,724.00 | LFT | $0.00 | $5.00 | $8,620.00 | $0.00 |
| PNC2127485B1_1_829 | 9131300 | FDOT PAY ITEM # 715-1-11: LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR SMALLER | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_830 | 9131300 | FDOT PAY ITEM # 715-1-12: | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |

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| | | LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 TO NO. 6 | | | | | | |
| PNC2127485B1_1_831 | 9131300 | FDOT PAY ITEM # 715-1-13: LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 TO NO. 2 | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_832 | 9131300 | FDOT PAY ITEM # 715-1-14: LIGHTING CONDUCTORS, F&I INSULATED, NO. 1 TO NO. 0 | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_833 | 9131300 | FDOT PAY ITEM # 715-1-80: LIGHTING CONDUCTORS, PLACE OUT OF SERVICE | 0.00 | LFT | $0.00 | $2.50 | $0.00 | $0.00 |
| PNC2127485B1_1_834 | 9131300 | FDOT PAY ITEM # 715-4A: LIGHT POLE COMPLETE, F&I, SPECIAL FOUNDATION, WIND SPEED 150, POLE HEIGHT UP TO 50 FT | 0.00 | EA | $0.00 | $8,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_835 | 9131300 | FDOT PAY ITEM # 715-4B: LIGHT POLE COMPLETE, F&I, WIND SPEED 150, POLE HEIGHT UP TO 50 FT | 0.00 | EA | $0.00 | $8,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_836 | 9131300 | FDOT PAY ITEM # 715-4-60: LIGHT POLE COMPLETE, RELOCATE | 0.00 | EA | $0.00 | $2,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_837 | 9131300 | FDOT PAY ITEM # 715-4-70: LIGHT POLE COMPLETE, REMOVE | 0.00 | EA | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_838 | 9131300 | FDOT PAY ITEM # 715-7-11: LOAD CENTER, F&I, | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |

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| | | SECONDARY VOLTAGE | | | | | | |
| PNC2127485B1_1_839 | 9131300 | FDOT PAY ITEM # N/A: GROUND ROD, F&I | 0.00 | LFT | $0.00 | $50.00 | $0.00 | $0.00 |
| PNC2127485B1_1_840 | 9131300 | FDOT PAY ITEM # 1050-31-102, 1050-31-104, OR 1050-31-106: UTILITY PIPE- PVC, F&I, CASING/CONDUIT, 2-6 IN | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_841 | 9131300 | FDOT PAY ITEM # 1050-51A: UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 5-7.9 IN | 0.00 | LFT | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_842 | 9131300 | FDOT PAY ITEM # 1050-51B: UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 8-19.9 IN | 0.00 | LFT | $0.00 | $375.00 | $0.00 | $0.00 |
| PNC2127485B1_1_843 | 9131300 | FDOT PAY ITEM # 1050-51C: UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 20-49.9 IN | 0.00 | LFT | $0.00 | $750.00 | $0.00 | $0.00 |
| PNC2127485B1_1_844 | 9131300 | FDOT PAY ITEM # 1050-16-003: UTILITY PIPE, REMOVE & DISPOSE, 5-7.9 IN | 0.00 | LFT | $0.00 | $20.00 | $0.00 | $0.00 |
| PNC2127485B1_1_845 | 9131300 | FDOT PAY ITEM # 1050-16-004: UTILITY PIPE, REMOVE & DISPOSE, 8-19.9 IN | 0.00 | LFT | $0.00 | $25.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_846 | 9131300 | FDOT PAY ITEM # 1050-16-005: UTILITY PIPE, REMOVE & DISPOSE, 20-49.9 IN | 0.00 | LFT | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_847 | 9131300 | FDOT PAY ITEM # 1055-11-454A: UTILITY FITTINGS, F&I, DI/CI, CAP/PLUG, 5-7.9 IN | 0.00 | EA | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_848 | 9131300 | FDOT PAY ITEM # 1055-11-454B: UTILITY FITTINGS, F&I, DI/CI, CAP/PLUG, 8-19.9 IN | 0.00 | EA | $0.00 | $550.00 | $0.00 | $0.00 |
| PNC2127485B1_1_849 | 9131300 | FDOT PAY ITEM # 1055-11-455: UTILITY FITTINGS, F&I, DI/CI, CAP/PLUG, 20.0-49.9 IN | 0.00 | EA | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_850 | 9131300 | FDOT PAY ITEM # 1055-16: UTILITY FITTINGS, REMOVE & DISPOSAL | 0.00 | EA | $0.00 | $30.00 | $0.00 | $0.00 |
| PNC2127485B1_1_851 | 9131300 | FDOT PAY ITEM # 1080-23-106 OR 1080-23-108: UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 5-7.9 IN | 0.00 | EA | $0.00 | $5,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_852 | 9131300 | FDOT PAY ITEM # 1080-24-100, 1080-24-101 OR 1080-24-102: UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH & INSTALL, 0-1.9 IN | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_853 | 9131300 | FDOT PAY ITEM # 1080-24-106 OR 1080-24-108: UTILITY FIXTURE, VALVE ASSEMBLY, | 0.00 | EA | $0.00 | $2,500.00 | $0.00 | $0.00 |

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| | | FURNISH & INSTALL, 5-7.9 IN | | | | | | |
| PNC2127485B1_1_854 | 9131300 | FDOT PAY ITEM #1080-26-106 OR 1080-26-108: UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL, 5-7.9 IN | 0.00 | EA | $0.00 | $2,500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_855 | 9131300 | FDOT PAY ITEM # 1080-27-106 OR 1080-27-108: UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH & INSTALL, 5-7.9 IN | 0.00 | EA | $0.00 | $10,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_856 | 9131300 | FDOT PAY ITEM # 1080-29-106 OR 1080-29-108: UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 5-7.9 IN | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_857 | 9131300 | FDOT PAY ITEM # 1644-700: FIRE HYDRANT, ADJUST AND MODIFY | 0.00 | EA | $0.00 | $2,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_858 | 9131300 | FDOT PAY ITEM # 1644-800: FIRE HYDRANT, RELOCATE | 0.00 | EA | $0.00 | $2,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_859 | 9131300 | FDOT PAY ITEM # N/A: UTILITY LOCATING AND EXCAVATION TEST HOLE, 0-4.0 FT DEPTH | 29.00 | EA | $0.00 | $800.00 | $23,200.00 | $3,200.00 |
| PNC2127485B1_1_860 | 9131300 | FDOT PAY ITEM # N/A: UTILITY LOCATING AND EXCAVATION TEST HOLE, 4.1-8.0 FT DEPTH | 26.00 | EA | $0.00 | $800.00 | $20,800.00 | $0.00 |
| PNC2127485B1_1_861 | 9131300 | FDOT PAY ITEM # N/A:WATER METER BOX, INSTALL | 0.00 | EA | $0.00 | $700.00 | $0.00 | $0.00 |

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| PNC2127485B1_1_862 | 9131300 | FDOT PAY ITEM # 425-5-1: MANHOLE, ADJUST, UTILITIES | 0.00 | EA | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_863 | 9131300 | FDOT PAY ITEM # 425-6: VALVE BOXES, ADJUST | 10.00 | EA | $0.00 | $500.00 | $5,000.00 | $4,500.00 |
| PNC2127485B1_1_864 | 9131300 | FDOT PAY ITEM # 425-7: MANHOLE/MAINTENANCE HATCH COVER- REPLACE | 0.00 | EA | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_865 | 9131300 | FDOT PAY ITEM # N/A: PULL BOX ADJUST | 0.00 | EA | $0.00 | $700.00 | $0.00 | $0.00 |
| PNC2127485B1_1_866 | 9131300 | FDOT PAY ITEM # N/A: PULL BOX INSTALLATION ONLY | 0.00 | EA | $0.00 | $700.00 | $0.00 | $0.00 |
| PNC2127485B1_1_867 | 9131300 | FDOT PAY ITEM # N/A: LABORER | 708.00 | HR | $0.00 | $50.00 | $35,400.00 | $9,250.00 |
| PNC2127485B1_1_868 | 9131300 | FDOT PAY ITEM # N/A: SKILLED LABORER | 32.00 | HR | $0.00 | $55.00 | $1,760.00 | $1,760.00 |
| PNC2127485B1_1_869 | 9131300 | FDOT PAY ITEM # N/A: MOVEABLE BRIDGE MECHANIC | 0.00 | HR | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_870 | 9131300 | FDOT PAY ITEM # N/A: MACHINIST | 0.00 | HR | $0.00 | $120.00 | $0.00 | $0.00 |
| PNC2127485B1_1_871 | 9131300 | FDOT PAY ITEM # N/A: MASTER ELECTRICIAN | 0.00 | HR | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_872 | 9131300 | FDOT PAY ITEM # N/A: AWS CERTIFIED WELDER | 0.00 | HR | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_873 | 9131300 | FDOT PAY ITEM # N/A: CERTIFIED BRIDGE INSPECTOR (FOR UNDERWATER INSPECTIONS) | 0.00 | HR | $0.00 | $200.00 | $0.00 | $0.00 |

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ATON@broward.org

| Contract ID # | Document Description | Start Date | End Date | Not To Exceed | Amount Ordered |
|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

| Vend#-AddrID-ContactID | Legal Name | Vendor Contact Email | Vendor Phone # |
|---|---|---|---|
| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

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|---|---|---|---|---|---|---|---|---|
| PNC2127485B1_1_874 | 9131300 | FDOT PAY ITEM # N/A: DIVER | 0.00 | HR | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_875 | 9131300 | FDOT PAY ITEM # N/A: DIVER CREW, 3-PERSON | 40.00 | HR | $0.00 | $900.00 | $36,000.00 | $0.00 |
| PNC2127485B1_1_876 | 9131300 | FDOT PAY ITEM # N/A: PIPE/CULVERT DIVING INSPECTION 3-PERSON CREW, 4 HR MINIMUM CHARGE | 0.00 | HR | $0.00 | $900.00 | $0.00 | $0.00 |
| PNC2127485B1_1_877 | 9131300 | FDOT PAY ITEM # N/A: QUALIFIED CONSTRUCTION TRAINING QUALIFICATION PROGRAM (CTQP) ASPHALT PAVING LEVEL II TECHNICIAN | 0.00 | HR | $0.00 | $250.00 | $0.00 | $0.00 |
| PNC2127485B1_1_878 | 9131300 | FDOT PAY ITEM # N/A: FDOT CERTIFIED SIGNAL TECHNICIAN, 2-PERSON CREW | 0.00 | HR | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_879 | 9131300 | FDOT PAY ITEM # N/A: PROFESSIONAL ENGINEERING SERVICES | 102.60 | HR | $0.00 | $300.00 | $30,780.00 | $23,580.00 |
| PNC2127485B1_1_880 | 9131300 | FDOT PAY ITEM # NA: SURVEY WORK, SIGNED & SEALED DRAWINGS | 108.00 | HR | $0.00 | $350.00 | $37,800.00 | $0.00 |
| PNC2127485B1_1_881 | 9131300 | FDOT PAY ITEM # NA: SURVEY FIELD WORK, 3-PERSON CREW | 128.00 | HR | $0.00 | $500.00 | $64,000.00 | $0.00 |
| PNC2127485B1_1_882 | 9131300 | FDOT PAY ITEM # N/A: WELL POINT SYSTEM COMPLETE, 4 IN PUMP, F&I | 0.00 | DAY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_883 | 9131300 | FDOT PAY ITEM # N/A: WELL POINT SYSTEM COMPLETE, 6 IN | 0.00 | DAY | $0.00 | $300.00 | $0.00 | $0.00 |

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ATON@broward.org

| Contract ID # | Document Description | Start Date | End Date | Not To Exceed | Amount Ordered |
|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

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|---|---|---|---|---|---|---|---|---|
| | | PUMP, F&I | | | | | | |
| PNC2127485B1_1_884 | 9131300 | FDOT PAY ITEM # N/A: WELL POINT SYSTEM COMPLETE, 8 IN PUMP, F&I | 60.00 | DAY | $0.00 | $400.00 | $24,000.00 | $0.00 |
| PNC2127485B1_1_885 | 9131300 | FDOT PAY ITEM # N/A: SMALL ALL WHEEL DRIVE OUTDOOR VACUUM SWEEPER AND OPERATOR, FOR SIDEWALKS, PARKING LOTS, PARKS AND CONFINED AREAS | 0.00 | DAY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_886 | 9131300 | FDOT PAY ITEM # N/A: MECHANICAL RDWAY SWEEPER AND OPERATOR | 0.00 | DAY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_887 | 9131300 | FDOT PAY ITEM # N/A: VAC TRUCK, 3-PERSON CREW | 10.00 | DAY | $0.00 | $2,400.00 | $24,000.00 | $0.00 |
| PNC2127485B1_1_888 | 9131300 | FDOT PAY ITEM # N/A: HYDRO MOWER AND OPERATOR, UP TO 20 LF DECK | 0.00 | DAY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_889 | 9131300 | FDOT PAY ITEM # N/A: SCISSOR LIFT (GENIE GS-2632 OR EQUAL) | 0.00 | DAY | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_890 | 9131300 | FDOT PAY ITEM # N/A: BOOM LIFT 40 LF TO 60 LF BOOM, 4WD | 0.00 | DAY | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_891 | 9131300 | FDOT PAY ITEM # N/A: BOOM LIFT 80 LF TO 125 LF BOOM, 4WD | 0.00 | DAY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_892 | 9131300 | FDOT PAY ITEM # N/A: BUCKET TRUCK (CAPABLE OF AT LEAST | 0.00 | DAY | $0.00 | $400.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| | | -25 DEGREE DOWN ANGLE AND 180 DEGREE ROTATION, ALTEC AT36M OR EQUAL) | | | | | | |
| PNC2127485B1_1_893 | 9131300 | FDOT PAY ITEM # N/A: WORK BOAT (JON L1032 WITH > 10 HP MOTOR, OR EQUAL) | 0.00 | DAY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_894 | 9131300 | FDOT PAY ITEM # N/A: WORK SKIFF | 123.00 | DAY | $0.00 | $200.00 | $24,600.00 | $0.00 |
| PNC2127485B1_1_895 | 9131300 | FDOT PAY ITEM # N/A: BOAT/WATER CRAFT WITH MOTOR, 30 FT LENGTH MAXIMUM | 0.00 | DAY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_896 | 9131300 | FDOT PAY ITEM # N/A: LIGHTWEIGHT CANAL WORK PLATFORM - 5 FT x 8 FT (PER DAY) | 160.00 | DAY | $0.00 | $20.00 | $3,200.00 | $0.00 |
| PNC2127485B1_1_897 | 9131300 | FDOT PAY ITEM # N/A: LIGHTWEIGHT CANAL WORK PLATFORM - 5 FT x 8 FT (UP TO 30 DAYS) | 0.00 | MTH | $0.00 | $600.00 | $0.00 | $0.00 |
| PNC2127485B1_1_898 | 9131300 | FDOT PAY ITEM # N/A: 10 FT X 20 FT STEEL WORK BARGE | 0.00 | DAY | $0.00 | $2,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_899 | 9131300 | FDOT PAY ITEM # N/A: BARGE & OPERATOR, 31 FT LENGTH MINIMUM | 0.00 | DAY | $0.00 | $3,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_900 | 9131300 | FDOT PAY ITEM # N/A: BARGE WITH CRANE & OPERATOR, 20 TON RATED | 0.00 | DAY | $0.00 | $4,000.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| PNC2127485B1_1_901 | 9131300 | FDOT PAY ITEM # N/A: BUCKET TRUCK AND OPERATOR, 50 FT MINIMUM REACH | 0.00 | DAY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_902 | 9131300 | FDOT PAY ITEM # N/A: SERVICE TRUCK & OPERATOR, PERSONNEL LIFT TO 35 FT HIGH ACCESS | 0.00 | DAY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_903 | 9131300 | FDOT PAY ITEM # N/A: SNOOPER TRUCK (PAXTON-MITCHELL 140 SERIES OR EQUAL) | 0.00 | DAY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_904 | 9131300 | FDOT PAY ITEM # N/A: SCAFFOLDING | 0.00 | DAY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_905 | 9131300 | FDOT PAY ITEM # N/A: BAKERS SCAFFOLD | 0.00 | DAY | $0.00 | $200.00 | $0.00 | $0.00 |
| PNC2127485B1_1_906 | 9131300 | FDOT PAY ITEM # N/A: TRENCH BOX UP TO 10 FT | 110.00 | DAY | $0.00 | $250.00 | $27,500.00 | $0.00 |
| PNC2127485B1_1_907 | 9131300 | FDOT PAY ITEM # N/A: TRAILER-MOUNTED CONCRETE PUMP WITH AT LEAST 100 FT LONG, 4 IN DIAMETER HOSE TO DELIVER VARIOUS PUMP-MIX CONCRETE | 1.00 | DAY | $0.00 | $1,000.00 | $1,000.00 | $0.00 |
| PNC2127485B1_1_908 | 9131300 | FDOT PAY ITEM # N/A: TRASH TRUCK RENTAL & OPERATOR, 16 YD MINIMUM VOLUME | 0.00 | DAY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_909 | 9131300 | FDOT PAY ITEM # N/A: | 0.00 | DAY | $0.00 | $300.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|
| VS00013561 | FG CONSTRUCTION LLC | estimating@fgconstruction.com | 954/766-4053 |

| Item # | Category | Description | Total Line Qty Released | UOM | Maximum Line Amount | Unit Price | Total Line Released Amount | Amount Paid |
|---|---|---|---|---|---|---|---|---|
| | | GRAPPLE TRUCK/SELF LOADER AND OPERATOR, SINGLE AXLE, 16 CY MINIMUM CAPACITY | | | | | | |
| PNC2127485B1_1_910 | 9131300 | FDOT PAY ITEM # N/A: SKID STEER LOADER & OPERATOR, 1,850 LB MINIMUM | 7.00 | DAY | $0.00 | $300.00 | $2,100.00 | $600.00 |
| PNC2127485B1_1_911 | 9131300 | FDOT PAY ITEM # N/A: BACKHOE & OPERATOR | 5.00 | DAY | $0.00 | $500.00 | $2,500.00 | $2,500.00 |
| PNC2127485B1_1_912 | 9131300 | FDOT PAY ITEM # N/A: DOZER D3 & OPERATOR | 0.00 | DAY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_913 | 9131300 | FDOT PAY ITEM # N/A :DOZER D4 & OPERATOR | 0.00 | DAY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_914 | 9131300 | FDOT PAY ITEM # N/A: DOZER D5 & OPERATOR | 0.00 | DAY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_915 | 9131300 | FDOT PAY ITEM # N/A: EXCAVATOR 30,000 LB & OPERATOR | 0.00 | DAY | $0.00 | $300.00 | $0.00 | $0.00 |
| PNC2127485B1_1_916 | 9131300 | FDOT PAY ITEM # N/A: EXCAVATOR 75,000 LB & OPERATOR | 0.00 | DAY | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_917 | 9131300 | FDOT PAY ITEM # N/A: VIBRATORY ROLLER 5 TON & OPERATOR | 0.00 | DAY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_918 | 9131300 | FDOT PAY ITEM # N/A: VIBRATORY ROLLER 10 TON & OPERATOR | 0.00 | DAY | $0.00 | $400.00 | $0.00 | $0.00 |
| PNC2127485B1_1_919 | 9131300 | FDOT PAY ITEM # N/A: DUMP TRUCK & OPERATOR, SINGLE- | 0.00 | DAY | $0.00 | $300.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| | | AXLE, 5 CY MINIMUM CAPACITY | | | | | | |
| PNC2127485B1_1_920 | 9131300 | FDOT PAY ITEM # N/A: DUMP TRUCK & OPERATOR, TRI-AXLE, 16 CY MINIMUM CAPACITY | 9.00 | DAY | $0.00 | $800.00 | $7,200.00 | $7,200.00 |
| PNC2127485B1_1_921 | 9131300 | FDOT PAY ITEM # N/A: CRANE SERVICES (15 TON TO 50 TON CAPACITY) | 0.00 | DAY | $0.00 | $700.00 | $0.00 | $0.00 |
| PNC2127485B1_1_922 | 9131300 | FDOT PAY ITEM # N/A: CRANE SERVICES (55 TON TO 110 TON CAPACITY) | 0.00 | DAY | $0.00 | $800.00 | $0.00 | $0.00 |
| PNC2127485B1_1_923 | 9131300 | FDOT PAY ITEM # N/A: CRANE SERVICES (115 TON TO 165 TON CAPACITY) | 0.00 | DAY | $0.00 | $900.00 | $0.00 | $0.00 |
| PNC2127485B1_1_924 | 9131300 | FDOT PAY ITEM # N/A: CRANE SERVICES (170 TON TO 225 TON CAPACITY) | 0.00 | DAY | $0.00 | $1,000.00 | $0.00 | $0.00 |
| PNC2127485B1_1_925 | 9131300 | FDOT PAY ITEM # N/A: CRANE & OPERATOR, INSTALLATIONS LESS THAN 85 FT HIGH AND 22 TON, 4 HR MINIMUM CHARGE | 0.00 | HR | $0.00 | $500.00 | $0.00 | $0.00 |
| PNC2127485B1_1_926 | 9131300 | FDOT PAY ITEM # N/A: PORTABLE TOILET, SINGLE STALL | 120.00 | WK | $0.00 | $200.00 | $24,000.00 | $3,200.00 |
| PNC2127485B1_1_927 | 9131300 | FDOT PAY ITEM # N/A: LIGHT TOWER, AMIDA/TEREX AL4000 OR EQUIVALENT | 38.00 | DAY | $0.00 | $600.00 | $22,800.00 | $0.00 |

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|---|---|---|---|---|---|
| PNC2127485B1_1 | Bridges, Structures & Miscella | 7/12/2024 | 7/11/2026 | $38,313,605.50 | $18,314,111.74 |

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|---|---|---|---|---|---|---|---|---|
| PNC2127485B1_1_928 | 9131300 | FDOT PAY ITEM # 639-4A: EMERGENCY GENERATOR - BACKUP FOR KOHLER 125RZG. | 0.00 | DAY | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_929 | 9131300 | FDOT PAY ITEM # 639-4B: EMERGENCY GENERATOR - BACKUP FOR KOHLER 100RZ202. | 0.00 | DAY | $0.00 | $100.00 | $0.00 | $0.00 |
| PNC2127485B1_1_930 | 9131300 | ALLOWANCE FOR IRRIGATION SYSTEM | 0.00 | EA | $25,000.00 | $1.00 | $0.00 | $0.00 |
| PNC2127485B1_1_931 | 9131300 | ALLOWANCE FOR UNFORSEEN CONDITIONS | 0.00 | EA | $500,000.00 | $1.00 | $0.00 | $0.00 |
| PNC2127485B1_1_932 | 9131300 | ALLOWANCE FOR PARTS AND MATERIALS | 1,250.00 | EA | $500,000.00 | $1.00 | $1,250.00 | $1,250.00 |
| PNC2127485B1_1_933 | 9131300 | ALLOWANCE FOR SPECIALIZED CONSTRUCTION ACTIVITIES | 187,750.00 | EA | $1,000,000.00 | $1.00 | $187,750.00 | $0.00 |
| PNC2127485B1_1_934 | 9131300 | ALLOWANCE FOR PERMITS AND FEES | 12,500.00 | EA | $20,000.00 | $1.00 | $12,500.00 | $9,524.11 |
| PNC2127485B1_1_935 | 9131300 | ALLOWANCE FOR SECURITY SERVICES | 0.00 | EA | $10,000.00 | $1.00 | $0.00 | $0.00 |
| | | **Vendor Total** | | | $2,055,000.00 | | $18,314,111.74 | $2,875,905.45 |

| Departmental Usage | # of PO's | Amount Ordered | Amount Paid |
|---|---|---|---|
| TRANSIT | 1 | $33,580.00 | $33,104.11 |
| PARKS & RECREATION | 6 | $144,826.74 | $45,728.00 |
| FACILITIES MANAGEMENT | 3 | $111,738.00 | $16,350.00 |

| Departmental Usage | # of PO's | Amount Ordered | Amount Paid |
|---|---|---|---|
| PE - Facilities Maintenance | 2 | $12,440.00 | $1,250.00 |
| SWRS - SOLID WST RECYC SVCS | 1 | $4,616.00 | $4,616.00 |
| HIGHWAY & BRIDGE MAINTENANCE | 12 | $17,938,411.00 | $2,711,157.34 |
| WWS FISCAL OPERATIONS DIVISION | 2 | $68,500.00 | $63,700.00 |
| **Department Totals** | 27 | $18,314,111.74 | $2,875,905.45 |

| Renewals | | |
|---|---|---|
| **Line #** | **Starts** | **Expires** |
| 1 | 7/12/24 | 7/11/26 |
| 2 | 7/12/26 | 7/11/27 |
| 3 | 7/12/27 | 7/11/28 |
| 4 | 7/12/28 | 7/11/29 |

City of Plantation
City Council Chambers

**Subject:**

Survey Services for Plantation Park Roadway Improvement Project.

**Summary:**

Authorization and approval of the following:

- Issue a work authorization/purchase order and process payment(s) to Keith and Associates, Inc., for Professional Surveying and Mapping Services for Plantation Park Roadway Improvement Project (as further described in the attached proposal) for an amount of $145,888.00.

**Procurement:**

The Procurement Department has reviewed information/documentation provided by the Engineering Department and has concluded based on the information provided; that the rates utilized to determine the total provided in the attached proposal are in accordance with Agreement No. 027-20; Continuing Services Agreement for Professional Surveying and Mapping Services between the City and Keith and Associates Inc., see attached latest amendment.

This continuing services agreement (027-22) between the City and Keith and Associates Inc., is currently set to expire April 27, 2025. In addition, the use of this of this Agreement "continuing contract" for the mentioned work complies with Florida Statute 287.055(9) as the proposed project is considered a study activity and the total cost does not exceed $500,000.00.

Based on the foregoing information, the Procurement and Engineering Department is requesting authorization and approval of the following:

- Issue a work authorization/purchase order and process payment(s) to Keith and Associates, Inc., for Professional Surveying and Mapping Services for Plantation Park Roadway Improvement Project (as further described in the attached proposal) for an

amount of $145,888.00.

**Background:**

**Strategic Priorities: Planning for a Sustainable Future; Proactive and Responsive Asset Management.**

City of Plantation recently completed the Pavement Characteristic Index (PCI) report for the City to maintain its asphalted streets (approximately 214 centerline miles) and sidewalks. As part of FY24-25 budget, Council members approved $3.6 millions to continue maintaining our streets to keep them within an acceptable level of service. The scope of work for this task is to have the entire neighborhood of Plantation Park surveyed.

This item is now ready for City Council consideration.

**Funding:**

001-5500-539-6302

**Amount:**

$145,088.00

**Finance Director/Budget Manager Recommendation:**

The Public Works Department budgeted $3,643,226 in FY2025 for the Paving Program.

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**
Paving program Memorandum.pdf
Keith and Associates Proposal.pdf
Latest Amendment.pdf

# CITY OF PLANTATION
# ENGINEERING DEPARTMENT
# INTEROFFICE MEMORANDUM NO. 2025-02

DATE: March 13, 2025
TO: Mayor and City Council
FROM: Samira Shalan, City Engineer
SUBJECT: Paving Management Program

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**Background:**

City's Administration and Council have emphasized the need for improved asset management and infrastructure focus. Given that roadway maintenance and repaving are top priorities for the Mayor, City Council, and residents (as indicated by the citizen survey), the FY 2025 adopted budget allocated $3.6 million from General Fund ad valorem revenues for roadway and repaving.

A citywide pavement survey was conducted in 2022. The survey report concluded that our roadway network is generally in good condition with an average Pavement Condition Index (CPI) of 84. In an effort to keep the overall pavement condition in an acceptable level of service, the pavement study recommended an annual pavement management program utilizing the survey results as a tool to identify priorities.

Public Works Department identified the following roadway segments for 2025 pavement management consideration:

1. SW 125th Avenue: Roadway in poor condition with PCI of 48 and require full reconstruction.
2. NW 55th Avenue. Roadway in poor condition with PCI of 63
3. NW 10th Court. Roadway in poor condition with PCI of 51
4. Plantation Park Community Roadways: Average Roadway is in poor condition with PCI of 63

5. SW 3rd Street: Even though the roadway condition was identified in the 2022 pavement survey as in good condition with PCI of 82, however, the condition had deteriorated with time with multiple potholes and faded pavement markings. This roadway segment is located within the midtown area with high traffic volume due to events and activities within the Pine Island Park.

A map identified the above referenced locations with their current condition is shown in Exhibit "A" attached to this memorandum

The Engineering Department continues to provide the required technical support needed to implement the pavement management program. Please see below status of all identified projects:

1. SW 125th Avenue:

Status: Project design is 90% complete (Design is conducted in house by Engineering staff)

2. NW 55th Avenue.

Status: Survey request for Council Approval

3. NW 10th Court.

Status: Survey request for Council Approval

4. Plantation Park Community Roadways:

Status: Survey request for Council Approval

5. SW 3rd Street:

Status: Survey request for Council Approval

Once survey is provided, the Engineering Department will proceed with the design, permitting and construction of the paving activities.

# PCI MAP 2022 / PROJECT LIST

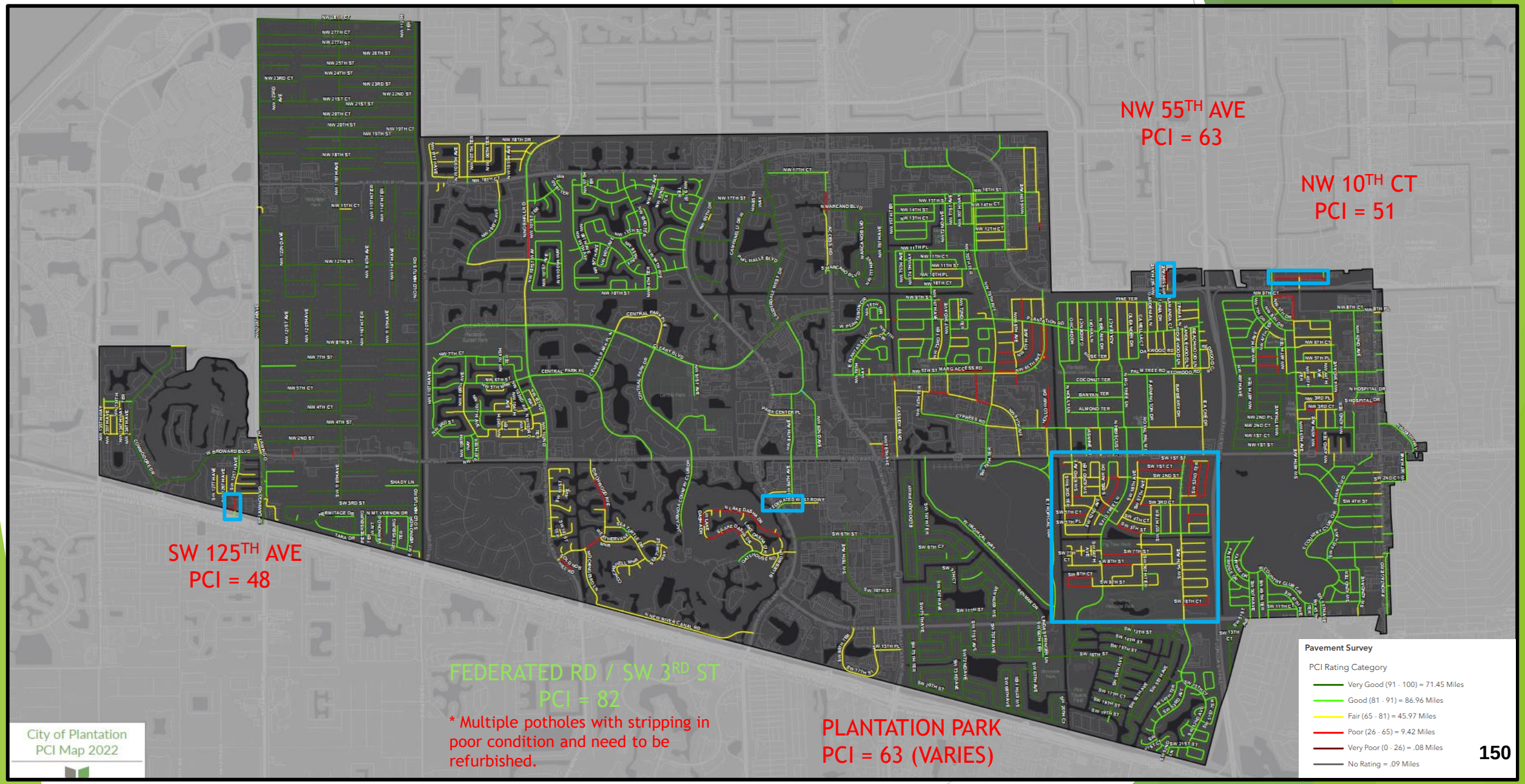

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KEITH
Engineering Inspired Design.

# WORK AUTHORIZATION PURSUANT TO THE CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF PLANTATION AND KEITH AND ASSOCIATES, INC. (KEITH)

March 13, 2025

WORK AUTHORIZATION NO. #5

PURCHASE ORDER NO. (City No. TBD) PROJECT NO.12183.05 (KEITH)

PROJECT NAME: Plantation Park Community - Survey

This project specific agreement is pursuant to the Agreement for Professional Surveying and Mapping Services between the City of Plantation and Keith and Associates, Inc. (KEITH) approved by the City pursuant to RFQ #027-20, passed and adopted on April 28, 2021.

## PROJECT

The City of Plantation (OWNER) has requested that KEITH (CONSULTANT) provide the following: 3d Topographic Surveying Services. It is KEITH's understanding that this data is to be used for a neighborhood improvement project consisting of pavement resurfacing, sidewalk repairs, ADA sidewalk and ramp improvements and drainage improvements including swale re-grading. The City will provide the described STONER survey and previously produced aerial LiDAR data for reference only. The City will also provide underground utility information (drainage, water, and sewer as-builts or atlas's) for reference into the deliverables.

## PROJECT SITE

Project Limits:

- Green highlighted roadways shown below - Approximately 32.7 scan miles.
- Includes ten (10) feet past the right of way/back of sidewalk on all interior roads.

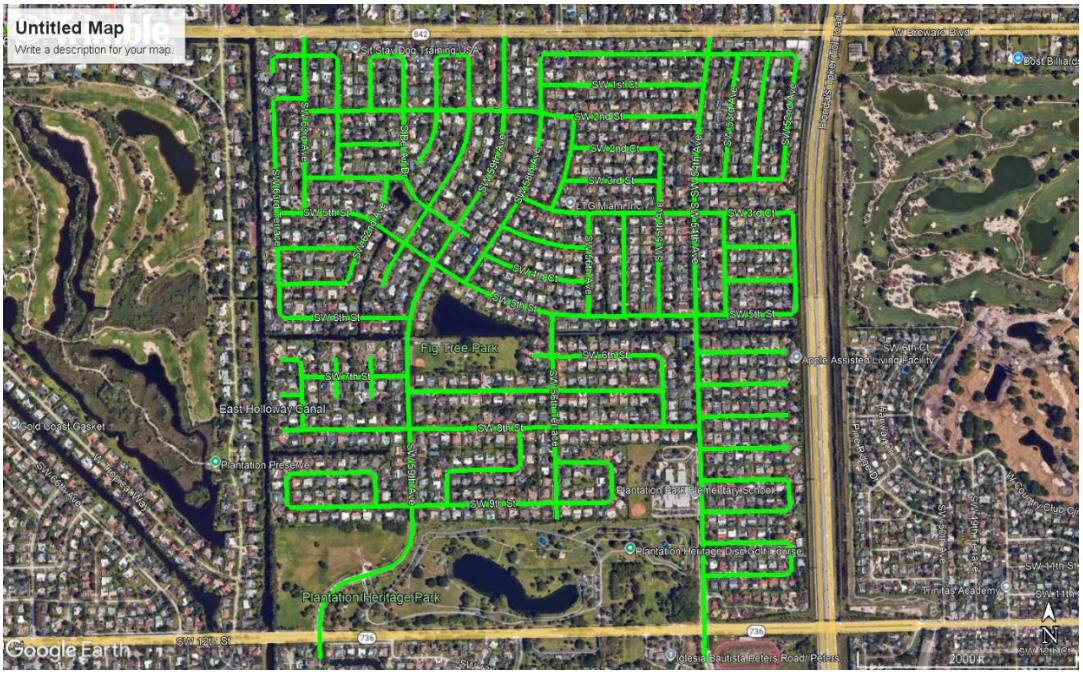

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## SCOPE OF SERVICES

**Task 101 Topographic Survey**
KEITH will prepare a Topographic Survey of the site. Survey will show the R/W lines from BCPA together with surface improvements such as roadways, pavement, sidewalks, traffic striping, walls, fences, mailboxes, surface utilities, etc. Landscaped areas falling within the project scope will be outlined only. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations/cross sections to be provided every 25 feet and at other significant grade break points, such as along driveway aprons and swale centerlines. Quality Level D and/or City GIS provided utility information as provided by the City will be referenced as no utility designating and/or locating (test holes) are included in this task.

KEITH proposes to gather the data for the survey using mobile LiDAR technology. Each roadway lane will be driven and scanned to the outside of the scoped area. It is anticipated that there will be some obscured areas due to parked cars and other roadside obstructions. These areas, once determined, will be surveyed using conventional methods.

**Deliverables:**
- 3D survey drawing showing all features and spot elevations every 25’
- 3D Digital Terrain Model
- Files to be provided in AutoCAD Civil 3D format.
- Signed and Sealed PDF

**Task 102 Tree Survey**
Per City GIS file, 2,110 tree locations are within the project limits. The City GIS file currently shows tree locations without any additional information. This task would include a tree survey for all trees over 3 inches in diameter at breast height (dbh) within the project limits, identifying said dbh and common name. The canopy spread, scientific name, and condition assessment (appraisal value) are not included. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and information collected under this task will be shown within the Topographic survey completed under Task 101.

**Deliverables:**
- Tree information included in the completed survey under Task 101.

**Task 103 Drainage Survey**
Per City GIS file, 255 drainage structure locations have been provided without invert information. This task would include selective verifications of size/type of pipes and the provided “measure down” information for these structures within the project limits. Structures would be included with annotated information to include rim, invert, size/type of pipe as provided. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Information collected under this task will be shown within the Topographic survey completed under Task 101.

**Deliverables:**
- Drainage Survey information included in the completed survey under Task 101.

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## PROJECT SCHEDULE

Subsequent to the issuance of a Purchase Order from the CITY, CONSULTANT shall commence work on the project. We anticipate commencing work within 10 business days from notice to proceed.

Table 1 Schedule Estimate

| TASK | Duration |
|---|---|
| Task 101 Topographic Survey | 12 weeks |
| Task 102 Tree Survey | 5 weeks |
| Task 103 Drainage Survey | 3 weeks |

## CITY'S RESPONSIBILITY

The CITY shall assist CONSULTANT with the following items to expedite the completion of the project in an effective manner.

A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
B. Provide access to and obtain permission for CONSULTANT to enter upon public lands as required at no additional cost to perform observations or other necessary services under this Agreement.
C. Make available to CONSULTANT all existing information which may in any way be pertinent to the project.
D. Assist in contacting all permitting agencies to facilitate expediting reviews and/or approvals.

## ADDITIONAL SERVICES

Consultant shall not perform any additional services without the written consent of the CITY Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the CITY as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.

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## COMPENSATION

Consultant shall invoice the City for services rendered under this Agreement on a lump sum basis and in accordance with the terms and conditions of the Continuing Services Agreement for Professional Surveying and Mapping Services between the City of Plantation and KEITH, dated April 28, 2021 and approved by the City pursuant to RFQ #027-20.

Table 2 Budget Estimate

| TASK | FEE |
|---|---|
| Task 101 Topographic Survey | $106,400.00 |
| Task 102 Tree Survey | $30,432.00 |
| Task 103 Drainage Survey | $9,056.00 |
| **TOTAL FEE** | **$145,888.00** |
| DIRECT EXPENSES | $0.00 |
| **TOTAL COMPENSATION** | **$145,888.00** |

"CITY":

CITY OF PLANTATION

By:_____

CONSULTANT:

KEITH

By: Signed by: Alex Lazowick 080BFD996331468...
ALEX LAZOWICK
President / CEO

Docusign Envelope ID: 149D187E-BDC4-4E17-8A5F-9C07D6B67AB8

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Our Project/Proposal Number** | | **12183.00 WO #5** | | | | | |
| **Proposal Date** | | **3/13/2025** | | | | | |
| **Tasks** | | | **Principal / Surveyor** | **Technician** | **(2) Person Survey Crew** | **(3) Person Survey Crew** | **Task Subtotals** |
| **No.** | **Description** | | **$187.00** | **$88.00** | **$156.00** | **$208.00** | |
| 101 | Topographic Survey | | 160.00 | 680.00 | | 80.00 | $ 106,400.00 |
| 102 | Tree Survey | | - | 48.00 | 168.00 | - | $ 30,432.00 |
| 103 | Drainage Survey | | | 32.00 | 40.00 | - | $ 9,056.00 |
| **Personnel Hours** | | | 160 | 760 | 208 | 80 | - |
| **Personnel Cost** | | | $ 29,920.00 | $ 66,880.00 | $ 32,448.00 | $ 16,640.00 | $ 145,888.00 |
| **Sub Totals** | | | | | | | |
| **Personnel Subtotal** | | $ 145,888.00 | | | | | |
| | | | | | | | |
| **Miscellaneous Expenses** | | $ - | | | | | |
| **Direct Expenses** | | $ - | | | | | |
| **GRAND TOTAL** | | **$ 145,888.00** | | | | | |

# AMENDMENT

## SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND KEITH AND ASSOCIATES, INC. FOR CONTINUING SERVICE AGREEMENT FOR: PROFESSIONAL SURVEYING AND MAPPING SERVICES

**THIS SECOND AMENDMENT** to Agreement No. 027-20 For Continuing Service for Agreement For: Professional Surveying and Mapping Services for dated this 19th day of March, 2024, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**KEITH AND ASSOCIATES, INC.**
a Florida Corporation
301 E. Atlantic Blvd.
Pompano Beach, FL 33060
(Hereinafter referred to as "CONSULTANT")

**WHEREAS,** on April 28, 2021, CITY entered into an Agreement (027-20) with CONSULTANT for Continuing Service for Agreement For: Professional Surveying and Mapping Services; and

**WHEREAS,** the initial term of this Agreement was for two (2) years beginning April 28, 2021 and expiring on April 27, 2023; and

**WHEREAS**, this Agreement contains an option to renew for two (2) additional one (1) year periods, under the same terms and conditions; and

**WHEREAS,** on April 27, 2023, the Parties exercised the first option to renew the Agreement for an additional one (1) year period, extending the Agreement expiration to April 27, 2024; and

**WHEREAS**, the current Agreement is set to expire on April 27, 2024 if not renewed or extended; and

**WHEREAS,** the CITY has determined that CONSULTANT has performed in accordance with requirements of the Agreement and wishes to exercise/execute the second (2nd) and final of (2) two (1) one-year options;

**WHEREAS,** both Parties concur with amending the Agreement to extend the term of the Agreement through April 27, 2025.

**WHEREAS**, under this Amendment the CITY will also modify this Agreement, to include additional language(s) to align with current Florida Law(s) and City's business practices.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

**SECTION 1.** **RECITALS**

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

**SECTION 2.** **ARTICLE 10. AGREEMENT TERM**

The term of this Agreement shall be extended through **April 27, 2025**.

**SECTION 3.** **ARTICLE 5, Section (b) BILLING RATES**

Rates remain unchanged from original agreement as per Exhibit "C" Maximum Billing Rates below:

| TITLE | MAXIMUM HOURLY RATES | X | MULTIPLIER | = | MAXIMUM BILLING RATE ($/HR) |
|---|---|---|---|---|---|
| Principal/Surveyor | $68.00 | | 2.75 | | $187.00 |
| Technician | $32.00 | | 2.75 | | $88.00 |
| Administrative Support | $31.00 | | 2.75 | | $85.25 |
| (2) Person Survey Crew | Flat Rate | | Flat Rate | | $156.00 |
| (3) Person Survey Crew | Flat Rate | | Flat Rate | | $208.00 |

The highlighted rates shall be the Firm's maximum billing rates pursuant to the above-mentioned discipline.

Firm will be required to submit certified payroll with each pay application submitted to the City of Plantation

THIS SECTION WAS INTENTIONALLY LEFT BLANK

**SECTION 4. PUBLIC AGENCY CONTRACTING**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONSULTANT certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that CONSULTANT, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or CONSULTANT or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If CONSULTANT enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, CONSULTANT, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONSULTANT otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with CONSULTANT under this paragraph, CONSULTANT may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

**SECTION 5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONSULTANT is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider the CONSULTANT's social, political, or ideological interests when determining if the CONSULTANT was a responsible CONSULTANT. CONSULTANT is further notified that the CITY's governing body did not give any preference to the CONSULTANT based on the CONSULTANT's social, political, or ideological interests.

**SECTION 6. COMPLIANCE WITH FOREIGN ENTITY LAWS**

**This section is hereby incorporated into this Agreement by execution of this Amendment**

By entering into this Agreement CONSULTANT is hereby certifying the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes).

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes).

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b)

authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

**SECTION 7.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this Second Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 8.** This Second Amendment shall become effective on April 27, 2024.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

## AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND KEITH AND ASSOCIATES, INC. have signed this Amendment in duplicate. One counterpart each has been delivered to the CITY and CONSULTANT

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

CITY OF PLANTATION • Organized April 30, 1953 • Broward County • Florida

As to Procurement: _____
Charles Spencer, Procurement Director

Signed, Sealed in the presence of:

KEITH AND ASSOCIATES, INC.
a Florida Corporation

(Corporate Seal) KEITH AND ASSOCIATES, INC. CORPORATE SEAL FLORIDA 1998

By: Alex S. Lazowick., President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4th day of March, 2024, by Alex Lazowick, as President for KEITH and Associates, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Shekinah Weber

State of Florida at Large (Seal)

My commission expires: _____

SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH338288
Expires 12/5/2026

City of Plantation
City Council Chambers

**Subject:**

Survey Services for Multiple Roadway Improvement Project (SW 3rd Street, NW 55th Avenue and NW 10th CT.)

**Summary:**

Authorization and approval of the following:

- Issue a work authorization/purchase order and process payment(s) to Atwell, LLC (formally Biscayne Engineering Company, Inc)., for Professional Surveying and Mapping Services for Multiple Roadway Improvement Project; SW 3rd Street, NW 55th Avenue and NW 10th CT. (as further described in the attached proposal) for a total amount of $35,184.00.

**Procurement:**

The Procurement Department has reviewed information/documentation provided by the Engineering Department and has concluded based on the information provided; that the rates utilized to determine the total provided in the attached proposal are in accordance with Agreement No. 027-20; Continuing Services Agreement for Professional Surveying and Mapping Services between the City and Atwell, LLC (formally Biscayne Engineering Company, Inc), see attached latest amendment and name change document.

This continuing services agreement (027-22) between the City and Atwell, LLC.,(formally Biscayne Engineering Company, Inc) is currently set to expire April 27, 2025. In addition, the use of this of this Agreement "continuing  contract" for the mentioned work complies with Florida Statute 287.055(9) as the proposed project is considered a study activity and the total cost does not exceed $500,000.00.

Based on the foregoing information, the Procurement and Engineering Department is requesting authorization and approval of the following:

- Issue a work authorization/purchase order and process payment(s) to Atwell, LLC

(formally Biscayne Engineering Company, Inc)., for Professional Surveying and Mapping Services for Multiple Roadway Improvement Project; SW 3rd Street, NW 55th Avenue and NW 10th CT. (as further described in the attached proposal) for a total amount of $35,184.00.

**Background:**

**Strategic Priorities: Planning for a Sustainable Future; Proactive and Responsive Asset Management.**

City of Plantation recently completed the Pavement Characteristic Index (PCI) report for the City to maintain its asphalted streets (approximately 214 centerline miles) and sidewalks. As part of FY24-25 budget, Council members approved $3.6 millions to continue maintaining our streets to keep them within an acceptable level of service.

The scope of work for this task is to have a survey completed for SW 3rd Street, NW 55th Avenue and NW 10th CT. This includes:

- Topographic Survey (Including locating trees, types and sizes)
- Sewer Structure Invert (Storm & Sanitary)

This item is now ready for City Council consideration.

**Funding:**

001-5500-539-6302

**Amount:**

Site 1: SW 3rd street (from pine island road to SW 82nd avenue)... $10,601.00

Site 2: NW 55th Avenue (600 lf) and Sunrise Blvd (950 lf)... $12,811.50

Site 3: NW 10th CT. (1452 lf) and NW 45th Ave. (344 lf)... $11,771.50

**Grand Total: $35,184.00**

**Finance Director/Budget Manager Recommendation:**

The Public Works Department budgeted $3,643,226 in FY2025. Of this amount, $3,498,138 is available to fund the above listed projects.

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**
Paving program Memorandum.pdf
Atwell Proposal.pdf
Latest Amendment.pdf
Affidavit of Assignment of Contract_Name Change.pdf

# CITY OF PLANTATION
# ENGINEERING DEPARTMENT
# INTEROFFICE MEMORANDUM NO. 2025-02

DATE: March 13, 2025
TO: Mayor and City Council
FROM: Samira Shalan, City Engineer
SUBJECT: Paving Management Program

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**Background:**

City's Administration and Council have emphasized the need for improved asset management and infrastructure focus. Given that roadway maintenance and repaving are top priorities for the Mayor, City Council, and residents (as indicated by the citizen survey), the FY 2025 adopted budget allocated $3.6 million from General Fund ad valorem revenues for roadway and repaving.

A citywide pavement survey was conducted in 2022. The survey report concluded that our roadway network is generally in good condition with an average Pavement Condition Index (CPI) of 84. In an effort to keep the overall pavement condition in an acceptable level of service, the pavement study recommended an annual pavement management program utilizing the survey results as a tool to identify priorities.

Public Works Department identified the following roadway segments for 2025 pavement management consideration:

1. SW 125th Avenue: Roadway in poor condition with PCI of 48 and require full reconstruction.
2. NW 55th Avenue. Roadway in poor condition with PCI of 63
3. NW 10th Court. Roadway in poor condition with PCI of 51
4. Plantation Park Community Roadways: Average Roadway is in poor condition with PCI of 63

5. SW 3rd Street: Even though the roadway condition was identified in the 2022 pavement survey as in good condition with PCI of 82, however, the condition had deteriorated with time with multiple potholes and faded pavement markings. This roadway segment is located within the midtown area with high traffic volume due to events and activities within the Pine Island Park.

A map identified the above referenced locations with their current condition is shown in Exhibit "A" attached to this memorandum

The Engineering Department continues to provide the required technical support needed to implement the pavement management program. Please see below status of all identified projects:

1. SW 125th Avenue:

Status: Project design is 90% complete (Design is conducted in house by Engineering staff)

2. NW 55th Avenue.

Status: Survey request for Council Approval

3. NW 10th Court.

Status: Survey request for Council Approval

4. Plantation Park Community Roadways:

Status: Survey request for Council Approval

5. SW 3rd Street:

Status: Survey request for Council Approval

Once survey is provided, the Engineering Department will proceed with the design, permitting and construction of the paving activities.

# PCI MAP 2022 / PROJECT LIST

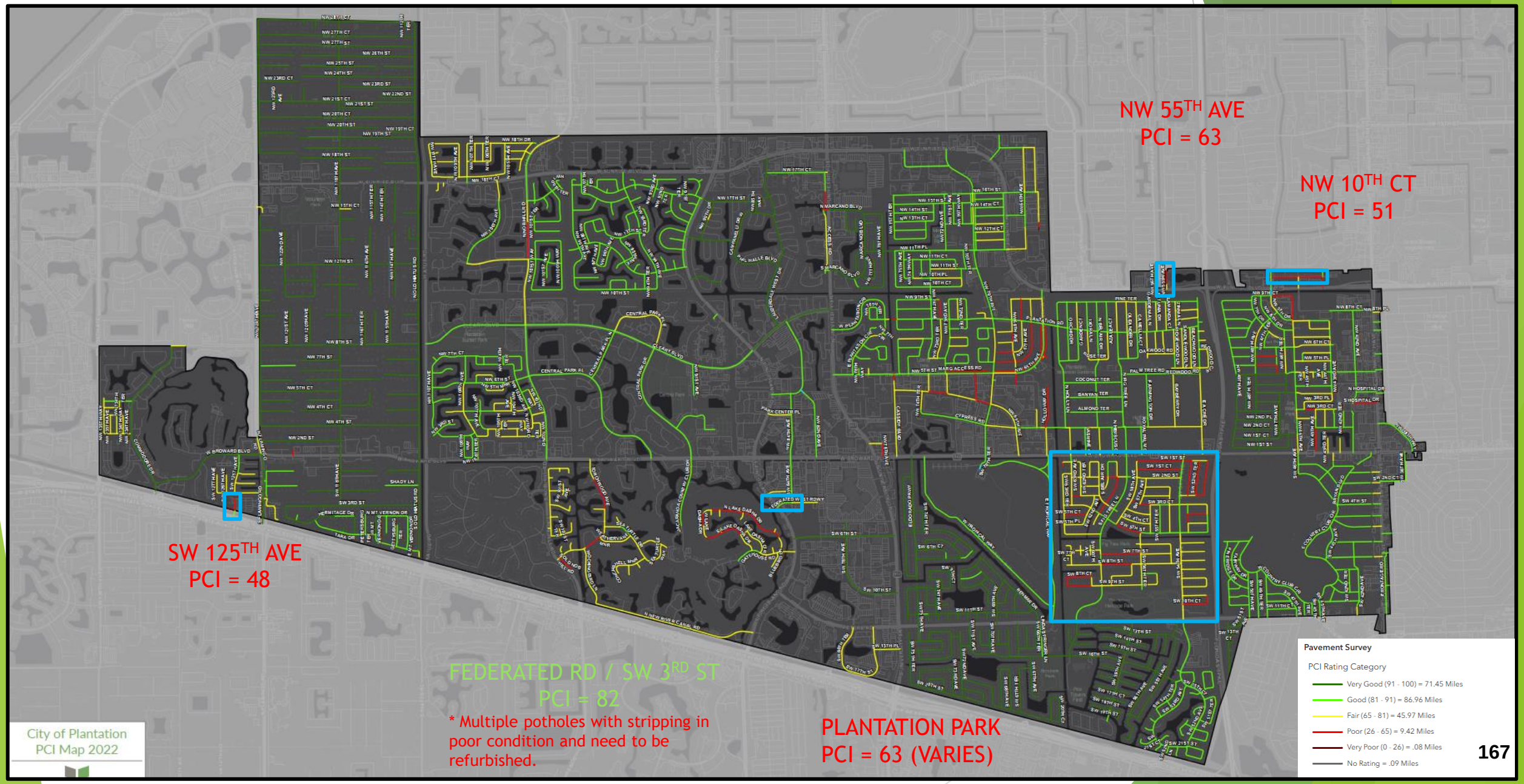

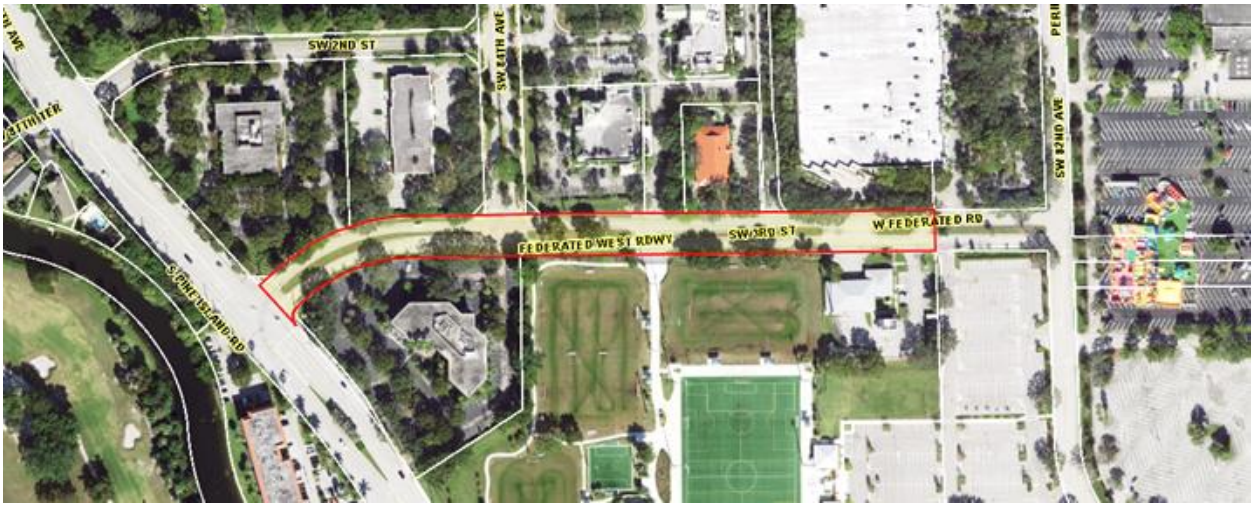


**SITE 1**




**SITE 2**

ATWELL




**SITE 3**

# SW 3rd Street / NW 55th Ave / NW 10th Ct. Survey Project

## Design Survey

## P25001422

*Prepared for*

Mr. Leonard Dornevil M.Sc., P.E.

## City of Plantation

400 NW 73rd Avenue,

Plantation, FL 33317

***Submitted by: Atwell, LLC***

Boca Raton, FL
March 6, 2025

449 NW 35th Street, Suite 102, Boca Raton, FL 33431
**www.atwell.com**

March 6, 2025

City of Plantation
400 NW 73rd Avenue,
Plantation, FL 33317

Attention: Mr. Leonard Dornevil, M.Sc., P.E.

**RE: SW 3rd Street / NW 55th Ave / NW 10th Ct. Survey Project / Design Survey P25001422**

Dear Mr. Dornevil:

Atwell is pleased to submit our proposal to provide surveying services to City of Plantation for services located at SW 3rd Street (from S Pine Island Road to SW 82nd Avenue) Site 1, NW 55th Avenue (From W Sunrise Blvd to NW 11th Street) Site 2 and NW 10th Court (from NW 47th Avenue to NW 43rd Avenue) Site 3.

Atwell is a bold leader in the survey, consulting, engineering, and construction industry. We serve three core markets and deliver countless solutions to our clients as our teams combine to offer efficient, creative, and profitable solutions for your projects and operations. We are organized for your success, working seamlessly across disciplines and locations to deliver what you need to where you need it, all from one trusted source.

We have carefully reviewed the RFP documentation and researched the site for which we are proposing our services and have selected the team which will best suit your needs. We offer you our assurance that the Atwell team not only understands but is extremely capable and qualified to achieve the overall objective on this project, by providing qualified knowledgeable staff.

We are a business of passionate people, and for every project, we instinctively manage critical issues like quality, safety, and technical results as we continually advocate for your success. Atwell's deep survey portfolio ranges from small to large land developments across the United States, as our industry relationships and knowledge bring a competitive edge to your project team.

We thank you for the opportunity to work with your team, I can be contacted at any time via email: wrolle@atwell.com or cell phone 561-563-2653.

Sincerely,

**Warren Rolle,**
**Associate Director**
449 NW 35th Street, Suite 102
449 NW 35th Street, Suite 102, Boca Raton, FL 33431
**www.atwell.com**

Boca Raton, FL 33431

# PROPOSAL
# FOR
# PROFESSIONAL SERVICES

| | | | |
|---|---|---|---|
| **CLIENT:** | City of Plantation | **DATE OF ORDER:** | March 6, 2025 |
| **CONTACT:** | Leonard Dornevil | **PROPOSAL NO.:** | P25001422 |
| **ADDRESS:** | 400 NW 73rd Avenue, | **OFFICE:** | (954) 585-2343 |
| | Plantation, FL 33317 | **MOBILE:** | |
| | | **EMAIL:** | ldornevil@plantation.org |

**PROPOSAL NAME:** SW 3rd Street / NW 55th Ave / NW 10th Ct. Survey Project

**SITE LOCATION:** SW 3rd Street (from S Pine Island Road to SW 82nd Avenue) Site 1, NW 55th Avenue (From W Sunrise Blvd to NW 11th Street) Site 2 and NW 10th Court (from NW 47th Avenue to NW 43rd Avenue) Site 3

## PROPOSAL SUMMARY

Provide professional surveying services at the abovementioned property.

# EXHIBIT A

## SCOPE OF WORK FOR SW 3RD STREET / NW 55TH AVE / NW 10TH CT. SURVEY PROJECT

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of services:

**TASK 1: Topographic Survey Tasks:**

**Right of way determination Survey Tasks:**

- Locate sufficient property corners, right of way monuments and centerline control so that a determination can be made as to the location, on the ground, of the existing Right of Way along the proposed survey limits.
- Utilize existing record information provided by the client and obtained for the public records to assist with evaluating and determining the existing Right of Way.

**Topographic Survey (Horizontal) Tasks:**

- Locate visible above ground improvements (buildings, structures, sidewalks, visible above ground utilities, etc.) and the visible above ground appurtenances to underground utilities (manholes, catch basins, hydrants, utility poles, etc.) within the survey limits and within 10 feet of the existing Right of Way.
- Differentiate between different surface materials (concrete, asphalt, pavers, gravel, etc.).
- Locate parking spaces.
- Locate trees and determine by size type and common name within the project area.

- Reference coordinates to the Florida East Zone State Plane Coordinates, North American Datum of 1983 (NAD83)/ 2011 adjustment.

**Topographic Survey (Vertical) Tasks:**

- Perform a closed loop level run between two published vertical benchmarks.
- 25' (+/-) cross-sections along the proposed route.
- Obtain rim elevations of storm and sanitary sewer structures.
- Reference elevations to the North American Vertical Datum of 1988 (NAVD88).

**TASK 2: Sewer Structure Inverts Tasks:**

- Perform invert, and bottom elevation measurements of storm and sanitary sewer structures. Add Structures information depicting the direction, diameter, material, and invert elevation of pipes to the files.
  **Note: This scope does not include the cleaning of sewer structures. Invert or bottom measurements for sewer structures full of water or debris may not be obtainable. There may be additional hourly costs for return visits due to obstructed or inaccessible sewer structures.**

**Client to provide access to the property at the scheduled times of the field mobilizations.**

**Exclusions (The following items will not be considered as part of this scope):**

- Improvements not mentioned in the "Survey Tasks".
- Zoning report, zoning information, or plotted interpretations of setback lines.
- DTM file or TIN file.

**Deliverables:**

- PDF Copy Digitally Signed and Sealed of the Survey.
- CAD file.

## CLARIFICATIONS

**PROJECT UNDERSTANDINGS & ASSUMPTIONS:**

In preparing the proposal, we have assumed the following:

- **That all survey requirements have been disclosed by the client and are included in the scope of work described herein.**

**INFORMATION TO BE PROVIDED BY THE CLIENT:**

- **Client to provide/confirm legal description of the Subject Property.**Project TIME FRAME:
- **The Survey will be delivered within 15-30 business days (weather permitting), starting from the time of receipt of the Notice to Proceed (NTP) from the client.**

## ADDITIONAL SERVICES

We have the capability to provide services outside of the agreed-upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis and billed in accordance with the approved rates agreed upon by under this service contract agreements (see attached staff hour fees). Additional Services will only be provided at the written request of the Client.

# EXHIBIT B

**Scope & Fee Proposal Work Authorization** – Services

| Task | Task Description | Original Fee | Type | Initial |
|---|---|---|---|---|
| 1 | Site 1 | $10,601.00 | FF | |
| 2 | Site 2 | $12,811.50 | FF | |
| 3 | Site 3 | $11,771.50 | FF | |
| | | | | |
| | **Total:** | **$35,184.00** | | |

FF = Fixed Fee
TME = Time & Materials
TME - NTE = Time & Materials Not to Exceed
FF&D = Fixed Fee + Direct Expense Reimbursables

*****Atwell requires a retainer in the amount of 50 percent prior to initiating work on the project. The retainer will be applied to the final invoice for the project.**
**(ADD RETAINER AND/OR DELETE THIS NOTE)**

Upon receipt of this signed proposal and work authorization, Atwell will commit the staff and resources necessary to begin work on the project.

Invoices will be submitted monthly for work completed and payment is expected within thirty (30) days of the date of the invoice. In the event of non-payment, services may be suspended.

All project related reimbursable expenses, including vehicle mileage, lodging, travel, travel time, computer time, outside data reports, postage, shipping, and reproductions will be billed per the attached rate table.

All fees and hourly rates quoted within this contract may increase annually after the beginning of each year. The original Atwell Agreement is enforceable for all subsequent work orders. The client shall pay all fees and permit charges.

# EXHIBIT C

## ATWELL, LLC BILLING RATES

☐ Not applicable ☒ See attached

**ACCEPTED BY:**

| **ATWELL, LLC** | **City of Plantation** |
|---|---|
| By:  | By: |
| Signature | Signature |
| **Warren Rolle,** | |
| Printed Name | Printed Name |
| Its: **Associate Director** | Its |
| Title | Title |
| **March 6, 2025** | |
| Date | |

## CITY OF PLANTATION SITE 1

## Site 1 SW 3rd street (from pine island road to sw 82nd avenue)

Date: 3/6/25

| Item No. | Description | Billing Code: | 33 | | 46 | | 59 | | 39 | | 41 | | Item Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Billing Title: | Surveyor III | | Survey Technician V | | Project Administrator | | 3man crew | | Crew Member I | | | |
| | | | PSM | | Survey Technician | | Clerical & Research | | 3 Man Crew | | 2 man crew | | | |
| | | Billing Rate: | | $187 | | $88 | | $85 | | $208 | | $156 | | |
| | | | Hrs. | $ | Hrs. | $ | Hrs. | $ | Hrs. | $ | | $ | Hrs. | $ |
| 1 | Establishment of vertical control. | | 1.00 | 187.00 | 2.00 | 176.00 | 0.50 | 42.50 | 0.00 | 0.00 | 4.00 | 624.00 | 7.50 | 1,029.50 |
| 2 | Establishment of horizontal control | | 1.00 | 187.00 | 3.00 | 264.00 | 0.50 | 42.50 | 0.00 | 0.00 | 4.00 | 624.00 | 8.50 | 1,117.50 |
| 3 | Establishment of right of way lines. (property corner, right opf way monuments and cneterline control field search and location) | | 2.00 | 374.00 | 8.00 | 704.00 | 1.00 | 85.00 | 0.00 | 0.00 | 8.00 | 1,248.00 | 19.00 | 2,411.00 |
| 4 | topographic location | | 0.50 | 93.50 | 0.00 | 0.00 | 1.00 | 85.00 | 0.00 | 0.00 | 8.00 | 1,248.00 | 9.50 | 1,426.50 |
| 5 | Drainage and Sanitary sewer structures. | | 1.00 | 187.00 | 8.00 | 704.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8.00 | 1,248.00 | 17.00 | 2,139.00 |
| 6 | data processing and extraction | | 0.50 | 93.50 | 16.00 | 1,408.00 | 1.00 | 85.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17.50 | 1,586.50 |
| 7 | deliverable preparation. (DWG file and Sign and sealed .PDF file) | | 1.00 | 187.00 | 8.00 | 704.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9.00 | 891.00 |
| **Subtotal, Labor** | | | 7.00 | 1,309.00 | 45.00 | 3,960.00 | 4.00 | 340.00 | 0.00 | 0.00 | 32.00 | 4,992.00 | 88.00 | 10,601.00 |

| | | |
|---|---|---|
| **Subconsultants** | | |
| | | |
| | | |
| | | |
| **Subtotal, Subconsultants** | | 0.00 |
| **Expenses** | | |
| | | |
| | | |
| Materials | | |
| **Subtotal, Expenses** | | 0.00 |
| **Total** | | **10,601.00** |

ATWELL

Note:

## CITY OF PLANTATION SITE 2

## Site 2 NW 55th Avenue (600 lf) and Sunrise Blvd (950 lf )

Date: 3/6/25

| Item No. | Description | Billing Code: | 33 | | 46 | | 59 | | 39 | | 41 | | Item Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Billing Title: | Surveyor III | | Survey Technician V | | Project Administrator | | 3man crew | | Crew Member I | | | |
| | | | PSM | | Survey Technician | | Clerical & Research | | 3 Man Crew | | 2 man crew | | | |
| | | Billing Rate: | | $187 | | $88 | | $85 | | $208 | | $156 | | |
| | | | Hrs. | $ | Hrs. | $ | Hrs. | $ | Hrs. | $ | | $ | Hrs. | $ |
| 1 | Establishment of vertical control. | | 1.00 | 187.00 | 2.00 | 176.00 | 0.50 | 42.50 | 0.00 | 0.00 | 4.00 | 624.00 | 7.50 | 1,029.50 |
| 2 | Establishment of horizontal control | | 1.00 | 187.00 | 3.00 | 264.00 | 0.50 | 42.50 | 0.00 | 0.00 | 4.00 | 624.00 | 8.50 | 1,117.50 |
| 3 | Establishment of right of way lines. (property corner, right opf way monuments and cneterline control field search and location) | | 2.00 | 374.00 | 12.00 | 1,056.00 | 1.00 | 85.00 | 12.00 | 2,496.00 | 0.00 | 0.00 | 27.00 | 4,011.00 |
| 4 | topographic location | | 0.50 | 93.50 | 0.00 | 0.00 | 1.00 | 85.00 | 8.00 | 1,664.00 | 0.00 | 0.00 | 9.50 | 1,842.50 |
| 5 | Drainage and Sanitary sewer structures. | | 0.50 | 93.50 | 4.00 | 352.00 | 0.00 | 0.00 | 4.00 | 832.00 | 0.00 | 0.00 | 8.50 | 1,277.50 |
| 6 | data processing and extraction | | 0.50 | 93.50 | 24.00 | 2,112.00 | 1.00 | 85.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25.50 | 2,290.50 |
| 7 | deliverable preparation. (DWG file and Sign and sealed .PDF file) | | 1.00 | 187.00 | 12.00 | 1,056.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.00 | 1,243.00 |
| **Subtotal, Labor** | | | 6.50 | 1,215.50 | 57.00 | 5,016.00 | 4.00 | 340.00 | 24.00 | 4,992.00 | 8.00 | 1,248.00 | 99.50 | 12,811.50 |

| | | |
|---|---|---|
| **Subconsultants** | | |
| | | |
| | | |
| | | |
| **Subtotal, Subconsultants** | | 0.00 |
| **Expenses** | | |
| | | |
| | | |
| Materials | | |
| **Subtotal, Expenses** | | 0.00 |
| **Total** | | **12,811.50** |

ATWELL

Note:

## CITY OF PLANTATION SITE 3

## Site 3 NW 10th CT. (1452 lf) and NW 45th Ave. (344 lf )

Date: 3/6/25

| Item No. | Description | Billing Code: | 33 | | 46 | | 59 | | 39 | | 41 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Billing Title: | Surveyor III | | Survey Technician V | | Project Administrator | | 3man crew | | Crew Member I | | | |
| | | | PSM | | Survey Technician | | Clerical & Research | | 3 Man Crew | | 2 man crew | | | |
| | | Billing Rate: | | $187 | | $88 | | $85 | | $208 | | $156 | Item Total | |
| | | | Hrs. | $ | Hrs. | $ | Hrs. | $ | Hrs. | $ | | $ | Hrs. | $ |
| 1 | Establishment of vertical control. | | 1.00 | 187.00 | 2.00 | 176.00 | 0.50 | 42.50 | 0.00 | 0.00 | 4.00 | 624.00 | 7.50 | 1,029.50 |
| 2 | Establishment of horizontal control | | 1.00 | 187.00 | 3.00 | 264.00 | 0.50 | 42.50 | 0.00 | 0.00 | 4.00 | 624.00 | 8.50 | 1,117.50 |
| 3 | Establishment of right of way lines. (property corner, right opf way monuments and cneterline control field search and location) Set targets | | 2.00 | 374.00 | 12.00 | 1,056.00 | 1.00 | 85.00 | 8.00 | 1,664.00 | 0.00 | 0.00 | 23.00 | 3,179.00 |
| 4 | locate and provide structure information of drainage and sanitary sewer structures | | 0.50 | 93.50 | 4.00 | 352.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | 624.00 | 8.50 | 1,069.50 |
| 5 | topographic location/ | | 0.50 | 93.50 | 0.00 | 0.00 | 1.00 | 85.00 | 8.00 | 1,664.00 | 0.00 | 0.00 | 9.50 | 1,842.50 |
| 6 | data processing and extraction | | 0.50 | 93.50 | 24.00 | 2,112.00 | 1.00 | 85.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25.50 | 2,290.50 |
| 7 | deliverable preparation. (DWG file and Sign and sealed .PDF file) | | 1.00 | 187.00 | 12.00 | 1,056.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13.00 | 1,243.00 |
| **Subtotal, Labor** | | | 6.50 | 1,215.50 | 57.00 | 5,016.00 | 4.00 | 340.00 | 16.00 | 3,328.00 | 12.00 | 1,872.00 | 95.50 | 11,771.50 |

| | | |
|---|---|---|
| **Subconsultants** | | |
| | | |
| | | |
| | | |
| **Subtotal, Subconsultants** | | 0.00 |
| **Expenses** | | |
| | | |
| | | |
| Materials | | |
| **Subtotal, Expenses** | | 0.00 |
| **Total** | | **11,771.50** |

Note:

# AMENDMENT

## SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND BISCAYNE ENGINEERING COMPANY, INC. FOR CONTINUING SERVICE AGREEMENT FOR: PROFESSIONAL SURVEYING AND MAPPING SERVICES

**THIS SECOND AMENDMENT** to Agreement No. 027-20 For Continuing Service for Agreement For: Professional Surveying and Mapping Services for dated this 18th day of March, 2024, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**BISCAYNE ENGINEERING COMPANY, INC.**
a Florida Corporation
529 West Flagler Street
Miami, FL 33130
(Hereinafter referred to as "CONSULTANT")

**WHEREAS,** on April 28, 2021, CITY entered into an Agreement (027-20) with CONSULTANT for Continuing Service for Agreement For: Professional Surveying and Mapping Services; and

**WHEREAS,** the initial term of this Agreement was for two (2) years beginning April 28, 2021 and expiring on April 27, 2023; and

**WHEREAS,** this Agreement contains an option to renew for two (2) additional one (1) year periods, under the same terms and conditions; and

**WHEREAS,** on April 27, 2023, the Parties exercised the first option to renew the Agreement for an additional one (1) year period, extending the Agreement expiration to April 27, 2024; and

**WHEREAS,** the current Agreement is set to expire on April 27, 2024 if not renewed or extended; and

**WHEREAS,** the CITY has determined that CONSULTANT has performed in accordance with requirements of the Agreement and wishes to exercise/execute the second (2nd) and final of (2) two (1) one-year options;

**WHEREAS,** both Parties concur with amending the Agreement to extend the term of the Agreement through April 27, 2025.

**WHEREAS,** under this Amendment the CITY will also modify this Agreement, to include additional language(s) to align with current Florida Law(s) and City's business practices.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

**SECTION 1. RECITALS**

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

**SECTION 2. ARTICLE 10. AGREEMENT TERM**

The term of this Agreement shall be extended through **April 27, 2025**.

**SECTION 3. ARTICLE 5, Section (b) BILLING RATES**

Rates remain unchanged from original agreement as per Exhibit "C" Maximum Billing Rates below:

| TITLE | MAXIMUM HOURLY RATES | X | MULTIPLIER | = | MAXIMUM BILLING RATE ($/HR) |
|---|---|---|---|---|---|
| Principal/Surveyor | $68.00 | | 2.75 | | $187.00 |
| Technician | $32.00 | | 2.75 | | $88.00 |
| Administrative Support | $31.00 | | 2.75 | | $85.25 |
| (2) Person Survey Crew | Flat Rate | | Flat Rate | | $156.00 |
| (3) Person Survey Crew | Flat Rate | | Flat Rate | | $208.00 |

The highlighted rates shall be the Firm's maximum billing rates pursuant to the above-mentioned discipline.

Firm will be required to submit certified payroll with each pay application submitted to the City of Plantation

THIS SECTION WAS INTENTIONALLY LEFT BLANK

**SECTION 4. PUBLIC AGENCY CONTRACTING**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONSULTANT certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that CONSULTANT, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or CONSULTANT or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If CONSULTANT enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, CONSULTANT, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONSULTANT otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with CONSULTANT under this paragraph, CONSULTANT may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

**SECTION 5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONSULTANT is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider the CONSULTANT's social, political, or ideological interests when determining if the CONSULTANT was a responsible CONSULTANT. CONSULTANT is further notified that the CITY's governing body did not give any preference to the CONSULTANT based on the CONSULTANT's social, political, or ideological interests.

**SECTION 6. COMPLIANCE WITH FOREIGN ENTITY LAWS**

**This section is hereby incorporated into this Agreement by execution of this Amendment**

By entering into this Agreement CONSULTANT is hereby certifying the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes).

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes).

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a

person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

**SECTION 7.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this Second Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 8.** This Second Amendment shall become effective on April 27, 2024.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

## AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND BISCAYNE ENGINEERING COMPANY, INC have signed this Amendment in duplicate. One counterpart each has been delivered to the CITY and CONSULTANT

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to Procurement: _____
Charles Spencer, Procurement Director

Signed, Sealed in the presence of:

BISCAYNE ENGINEERING COMPANY, INC.
a Florida Corporation

(Corporate Seal)

By: Melissa Calabrese, CEO

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of March, 2024, by Melissa Calabrese, as CEO for Biscayne Engineering Company, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Joan Royer My commission expires: 11/11/2027

Notary Public State of Florida
Joan Royer
My Commission HH 460898
Expires 11/11/2027

# AFFIDAVIT OF ASSIGNMENT OF CONTRACT

I Matthew C. Bissett of

*(Name and Title of Individual)*

***Biscayne Engineering Company, Inc.*** (Company Transferring Contract Responsibility) certify that all rights and responsibilities including payment of Purchase Order(s) or Contract No. **027-20 (Professional Surveying and Mapping Services)** have been delegated and assigned to

***Atwell, LLC.*** (Company Assuming Contract Responsibility) in accordance with all terms, conditions, promises, with all terms, conditions, promises, covenants, and payment terms set forth therein.

ATTEST:

Corporate or NOTORY SEAL

LINDSAY HOSTETTER NOTARY PUBLIC COUNTY OF OAKLAND My Commission Expires October 2026 Acting in the County of Oakland STATE OF MICHIGAN

**Biscayne Engineering Company, Inc**
Transferring Company Name

By _____
Signature

Matthew C. Bissett - President
Type Name & Title

13 day of March 2025

## ACCEPTANCE OF CONTRACT

I Matthew C. Bissett of
Name and Title of Individual

***Atwell, LLC.*** (Company Assuming Contract Responsibility) certify that we will comply with all terms, conditions, promises, covenants and payment terms of Purchase Order(s) of Contract No. **027-20 (Professional Surveying and Mapping Services)** which have been delegated and assigned to us by **Biscayne Engineering Company, Inc.,** (Company Transferring Responsibility)

ATTEST:

(Corporate or NOTORY SEAL)

LINDSAY HOSTETTER NOTARY PUBLIC COUNTY OF OAKLAND My Commission Expires October 2026 Acting in the County of Oakland STATE OF MICHIGAN

**Atwell, LLC.**
Company Assuming Responsibility

By _____
Signature

Matthew C. Bissett - President
Type Name & Title

13 day of March 2025

**Tax ID Number:** 27-1219822 **Remittance Address:** Two Towne Square, Suite 700

The following documentation shall be included: W-9; Merger/Acquisition Verification (Articles of Merger); Copy of State Vendor Registration; Certificate of Insurance

City hereby acknowledges the assignment of Contracts from Assignor to Assignee as described above.

Signature: _____ Date: _____

Name: _____ Title: _____

January 1, 2025

Dear Valued Client,

We are pleased to inform you that Biscayne Engineering is in the final stages of transitioning its operations to Atwell, LLC (Atwell), a leading national firm specializing in engineering, planning, surveying, environmental, and construction services. This transition includes the integration of our contracts and accounting systems into Atwell's framework.

**Attached is the final invoice issued under Biscayne Engineering. Starting February 2025, all invoices will be issued directly by Atwell, LLC and with the January invoice, we will provide an Atwell W-9 form for your records.**

Additionally, our insurance agent has issued Certificates of Insurance, which should be sent to you directly. If you do not receive a copy, please let us know, and we will promptly all applicable insurance certificates. Should you require any further information to complete this transition within your system, please don't hesitate to contact us.

Rest assured, the exceptional client service you have come to expect will remain unchanged. Your projects will continue to be managed by the same trusted team from Biscayne Engineering, now with the enhanced support of Atwell's extensive national expertise and resources. This partnership allows us to offer an expanded range of services to meet your project needs and to learn more about Atwell, please visit www.atwell.com.

We sincerely appreciate your trust and business over the years. We are excited to continue serving your project needs with the same commitment to excellence, creativity, integrity, and teamwork. Should you have any questions or require assistance, please feel free to contact us at (305) 324-7671.

Thank you for your continued support.

Mike Bartholomew, PSM
Director, Biscayne Engineering

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Atwell LLC

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . C

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) n/a

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) n/a

*(Applies to accounts maintained outside the United States.)*

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**5** Address (number, street, and apt. or suite no.). See instructions.

Two Towne Square, Suite 700

**6** City, state, and ZIP code

Southfield, MI 48076

Requester's name and address (optional)

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 7 | – | 1 | 2 | 1 | 9 | 8 | 2 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person**  **Date** 1/8/25

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# *State of Florida*
## *Department of State*

I certify from the records of this office that ATWELL, LLC is a Michigan limited liability company authorized to transact business in the State of Florida, qualified on December 18, 2009.

The document number of this limited liability company is M09000004946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on April 19, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of March, 2025***




*Secretary of State*

**Tracking Number: 4178217188CU**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2025

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

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

**PRODUCER**
IMA, Inc. - Wichita Division
PO Box 2992
Wichita KS 67201

**CONTACT NAME:** IMA Wichita Team
**PHONE (A/C, No, Ext):** 316-267-9221 **FAX (A/C, No):**
**E-MAIL ADDRESS:** certs@imacorp.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Old Republic Insurance Company | 24147 |
| INSURER B : The Continental Insurance Company | 35289 |
| INSURER C : Underwriters at Lloyd's, London | 15642 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** ATWELLC-02
Atwell, LLC
Two Towne Square, Suite 700
Southfield, MI 48076-3737

**COVERAGES** **CERTIFICATE NUMBER:** 148196355 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contractual<br>X XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | MWZY31246025 | 3/1/2025 | 3/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Proj/Loc Aggregate | $ 2,000,000<br>$ 500,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 5,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>[ ] | Y | Y | MWTB31245925 | 3/1/2025 | 3/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 2,000,000<br>$<br>$<br>$<br>$ |
| B | X **UMBRELLA LIAB** [X] OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | Y | Y | 6011536932 | 3/1/2025 | 3/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 10,000,000<br>$ 10,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | MWC31246125 | 3/1/2025 | 3/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional/Pollution Liability | Y | | B0146LDUSA2505179 | 3/1/2025 | 3/1/2026 | See Remarks | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
-Professional and Pollution Liability: $10,000,000 Per Claim; $10,000,000 Aggregate; $750,000 Per Claim Retention.
.
-General Liability Policy does not contain an exclusion for residential construction, condominiums, multi-family or multi-unit dwellings, coverage is subject to the terms and conditions of the policy.
-General Liability policy contains CG 2417 10 01 Contractual Liability - Railroads endorsement and the Automobile Liability contains CA 2070 10 13 Coverage for Certain Operations in Connection with Railroads endorsement.
-Workers Compensation does not include Ohio statutory coverage. Employers Liability limits include Stop Gap Coverage for the State of Ohio, subject to the policy terms and conditions.
See Attached...

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation FL 33317-0000

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**
Brenda Vinent

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

AGENCY CUSTOMER ID: ATWELLC-02

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| AGENCY<br>IMA, Inc. - Wichita Division | NAMED INSURED<br>Atwell, LLC<br>Two Towne Square, Suite 700<br>Southfield, MI 48076-3737 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

.

Certificate Holder and all other parties required by the contract are included as Additional Insured including Ongoing and Completed Operations on the General Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. Certificate Holder and all other parties required by the contract are included as Additional Insured on the Automobile Liability and Pollution Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions.

General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation Coverages includes 30 day notice of cancellation, subject to the terms and conditions of the policy.

Umbrella Liability policy is in excess of the General Liability, Automobile Liability, and Employers Liability Policies, subject to the terms and conditions of the policy.

.

Certificate Holder Includes: City of Plantation.



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City of Plantation
City Council Chambers

**Subject:**

Assignment of an Agreement from Biscayne Engineering, Inc to Atwell, LLC (Agreement No. 027-20; Professional Surveying and Mapping Services).

**Summary:**

Requesting authorization and approval of the following:

- Transfer/Assign Agreement No. 027-20; Continuing Services Agreement for: Professional Surveying and Mapping Services from Biscayne Engineering Company, Inc, to Atwell, LLC pursuant to Section 8.8 of the executed agreement.

**Procurement:**

On April 14, 2021, consent agenda item No. 16, City Council approved the execution of an agreement (No. 027-20) between the City and Biscayne Engineering Company, Inc for Professional Surveying and Mapping Services based on a competitive procurement processes and successful negotiations. Based on information provided herein the City desires to assign/transfer this agreement to Atwell, LLC.

Based on the forgoing, Procurement and Administration Department is requesting authorization and approval of the following:

- Transfer/Assign Agreement No. 027-20; Continuing Services Agreement for: Professional Surveying and Mapping Services from Biscayne Engineering Company, Inc, to Atwell, LLC pursuant to Section 8.8 of the executed agreement.

**Background:**

City staff has reviewed the qualifications and expertise of Atwell, LLC, and Firm's familiarity with the City's area, circumstances, and desires. Based on this review City staff concurs with the assignment/transfer of the mentioned agreement.

This item is now ready for City Council consideration.

**Funding:**

No financial impact at this time.

**Amount:**

N/A

**Finance Director/Budget Manager Recommendation:**

There is no financial impact for this item at this time.

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**
Affidavit of Assignment of Contract_Name Change.pdf
Original Executed Agreement.pdf

# AFFIDAVIT OF ASSIGNMENT OF CONTRACT

I Matthew C. Bissett of
*(Name and Title of Individual)*

***Biscayne Engineering Company, Inc.*** (Company Transferring Contract Responsibility) certify that all rights and responsibilities including payment of Purchase Order(s) or Contract No. **027-20 (Professional Surveying and Mapping Services)** have been delegated and assigned to

***Atwell, LLC.*** (Company Assuming Contract Responsibility) in accordance with all terms, conditions, promises, with all terms, conditions, promises, covenants, and payment terms set forth therein.

ATTEST:

Corporate or NOTORY SEAL

LINDSAY HOSTETTER
NOTARY PUBLIC
COUNTY OF OAKLAND
My Commission Expires
October 2026
Acting in the County of
Oakland
STATE OF MICHIGAN

**Biscayne Engineering Company, Inc**
Transferring Company Name

By _____
Signature

Matthew C. Bissett - President
Type Name & Title

13 day of March 2025

## ACCEPTANCE OF CONTRACT

I Matthew C. Bissett of
Name and Title of Individual

***Atwell, LLC.*** (Company Assuming Contract Responsibility) certify that we will comply with all terms, conditions, promises, covenants and payment terms of Purchase Order(s) of Contract No. **027-20 (Professional Surveying and Mapping Services)** which have been delegated and assigned to us by **Biscayne Engineering Company, Inc.,** (Company Transferring Responsibility)

ATTEST:

(Corporate or NOTORY SEAL)

LINDSAY HOSTETTER
NOTARY PUBLIC
COUNTY OF OAKLAND
My Commission Expires
October 2026
Acting in the County of
Oakland
STATE OF MICHIGAN

**Atwell, LLC.**
Company Assuming Responsibility

By _____
Signature

Matthew C. Bissett - President
Type Name & Title

13 day of March 2025

**Tax ID Number:** 27-1219822 **Remittance Address:** Two Towne Square, Suite 700

The following documentation shall be included: W-9; Merger/Acquisition Verification (Articles of Merger); Copy of State Vendor Registration; Certificate of Insurance

City hereby acknowledges the assignment of Contracts from Assignor to Assignee as described above.

Signature: _____ Date: _____

Name: _____ Title: _____

January 1, 2025

Dear Valued Client,

We are pleased to inform you that Biscayne Engineering is in the final stages of transitioning its operations to Atwell, LLC (Atwell), a leading national firm specializing in engineering, planning, surveying, environmental, and construction services. This transition includes the integration of our contracts and accounting systems into Atwell's framework.

**Attached is the final invoice issued under Biscayne Engineering. Starting February 2025, all invoices will be issued directly by Atwell, LLC and with the January invoice, we will provide an Atwell W-9 form for your records.**

Additionally, our insurance agent has issued Certificates of Insurance, which should be sent to you directly. If you do not receive a copy, please let us know, and we will promptly all applicable insurance certificates. Should you require any further information to complete this transition within your system, please don't hesitate to contact us.

Rest assured, the exceptional client service you have come to expect will remain unchanged. Your projects will continue to be managed by the same trusted team from Biscayne Engineering, now with the enhanced support of Atwell's extensive national expertise and resources. This partnership allows us to offer an expanded range of services to meet your project needs and to learn more about Atwell, please visit www.atwell.com.

We sincerely appreciate your trust and business over the years. We are excited to continue serving your project needs with the same commitment to excellence, creativity, integrity, and teamwork. Should you have any questions or require assistance, please feel free to contact us at (305) 324-7671.

Thank you for your continued support.

Mike Bartholomew, PSM
Director, Biscayne Engineering

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Atwell LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . C

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) n/a

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) n/a

*(Applies to accounts maintained outside the United States.)*

5 Address (number, street, and apt. or suite no.). See instructions.

Two Towne Square, Suite 700

6 City, state, and ZIP code

Southfield, MI 48076

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 7 | – | 1 | 2 | 1 | 9 | 8 | 2 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person**  **Date** 1/8/25

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# *State of Florida*
## *Department of State*

I certify from the records of this office that ATWELL, LLC is a Michigan limited liability company authorized to transact business in the State of Florida, qualified on December 18, 2009.

The document number of this limited liability company is M09000004946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on April 19, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of March, 2025***




***Secretary of State***

**Tracking Number: 4178217188CU**

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

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DATE (MM/DD/YYYY): 3/13/2025

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**PRODUCER**
IMA, Inc. - Wichita Division
PO Box 2992
Wichita KS 67201

**CONTACT NAME:** IMA Wichita Team
**PHONE (A/C, No, Ext):** 316-267-9221 **FAX (A/C, No):**
**E-MAIL ADDRESS:** certs@imacorp.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Old Republic Insurance Company | 24147 |
| INSURER B : The Continental Insurance Company | 35289 |
| INSURER C : Underwriters at Lloyd's, London | 15642 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** ATWELLC-02
Atwell, LLC
Two Towne Square, Suite 700
Southfield, MI 48076-3737

**COVERAGES** **CERTIFICATE NUMBER:** 148196355 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contractual<br>X XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | MWZY31246025 | 3/1/2025 | 3/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Proj/Loc Aggregate | $ 2,000,000<br>$ 500,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 5,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>[ ] | Y | Y | MWTB31245925 | 3/1/2025 | 3/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 2,000,000<br>$<br>$<br>$<br>$ |
| B | X **UMBRELLA LIAB** [X] OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | Y | Y | 6011536932 | 3/1/2025 | 3/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 10,000,000<br>$ 10,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | MWC31246125 | 3/1/2025 | 3/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional/Pollution Liability | Y | | B0146LDUSA2505179 | 3/1/2025 | 3/1/2026 | See Remarks | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
-Professional and Pollution Liability: $10,000,000 Per Claim; $10,000,000 Aggregate; $750,000 Per Claim Retention.
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See Attached...

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation FL 33317-0000

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**
Brenda Vinson

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AGENCY CUSTOMER ID: ATWELLC-02

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| AGENCY<br>IMA, Inc. - Wichita Division | NAMED INSURED<br>Atwell, LLC<br>Two Towne Square, Suite 700<br>Southfield, MI 48076-3737 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

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Certificate Holder and all other parties required by the contract are included as Additional Insured including Ongoing and Completed Operations on the General Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. Certificate Holder and all other parties required by the contract are included as Additional Insured on the Automobile Liability and Pollution Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions.

General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation Coverages includes 30 day notice of cancellation, subject to the terms and conditions of the policy.

Umbrella Liability policy is in excess of the General Liability, Automobile Liability, and Employers Liability Policies, subject to the terms and conditions of the policy.

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Certificate Holder Includes: City of Plantation.



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# CITY OF PLANTATION

AGREEMENT

*Between*

THE CITY OF PLANTATION

*And*

BISCAYNE ENGINEERING COMPANY, INC.

*For*

CONTINUING SERVICES AGREEMENT FOR:

PROFESSIONAL SURVEYING AND MAPPING SERVICES

AGREEMENT NO. 027-20

**Agreement**
**By and Between**

**The City of Plantation**
**&**
**Biscayne Engineering Company, Inc.**

**for**

**CONTINUING SERVICE AGREEMENT FOR: PROFESSIONAL SURVEYING AND MAPPING SERVICES**
**RFQ NO. 027-20**

This Agreement entered into this 28th day of April, 2021 by and between the City of Plantation (herein, the "CITY"), a Florida Municipal Corporation, and Biscayne Engineering Company, Inc. a Florida Corporation (herein, the "CONSULTANT"), as follows:

Whereas, the CITY publicly solicited for qualified Firms pursuant to Consultant Competitive Negotiation Act as set forth in Section 287.055 Florida Statutes, in order to execute Continuing Services Agreements for: Architecture, Landscape Architecture, Environmental Engineering, Civil Engineering, Traffic & Transportation Engineering, Professional Surveying and Mapping Services, Construction/Project Management, and Construction Engineering and Inspection Services as identified but not limited to what was contained in Request for Qualifications (RFQ) No. 027-20.

Whereas, the CONSULTANT agrees to all terms and conditions outlined in this Agreement.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

## ARTICLE 1

## GENERAL PROVISIONS

1.1 The above recitations are true and correct and made a part hereof. All front-end solicitation documents are incorporated herein and made a part hereof. Any conflicts between the terms set forth in this Agreement and the front-end documents shall be controlled by the terms of this Agreement. The front-end solicitation documents and Scope of Services are attached hereto as **Exhibit "A"**. **Exhibit "B",** contains documentation required by the CITY and completed and submitted by the CONSULTANT during solicitation period, which is incorporated herein and made a part hereof.

1.2 CONSULTANT shall not employ any subcontractors, Supplier or other person or organization (including those acceptable to CITY) whether initially or as a substitute, against whom CITY may have any objection. Any such objection shall be deemed received by CONSULTANT when provided as provided for in the Notice section of this Agreement. CONSULTANT shall not be required to employ any subcontractors, Supplier or other person or organization to furnish or perform any of the Work against whom CONSULTANT has reasonable objection.

1.3 Specific projects within the Scope of the continuing services Agreement as identified herein will be assigned to the CONSULTANT from time to time pursuant to independent assignments for such services. By executing this continuing services Agreement, the CITY does not commit that all matters in the future which may be within Scope of Services provided herein will be assigned to the CONSULTANT. No breech of the continuing Agreement will occur if the CITY submits such matters to bids or seeks bids or proposals from other parties, including, but not limited to engineering firms, for such work and awards such work to other firms.

## ARTICLE 2

## DEFINITIONS AND INTRODUCTORY MATTERS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are agreed upon both parties.

2.1 CONTRACT ADMINISTRATOR: Whenever the term "CONTRACT ADMINISTRATOR" is used herein, it is intended to mean the CITY's Project Manager. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the CONTRACT ADMINISTRATOR; however, the Mayor of Plantation must approve all instructions or directions which affect CITY incurred (or saved) costs or expenses or changes to the Scope of Work.

2.2 CONSTRUCTION CONTRACTOR: The person(s), firm(s), corporation(s) or other entity who enters into an agreement with CITY to perform the construction work desired by CITY relating to PROJECT.

2.3 CONSULTANT: Biscayne Engineering Company, Inc., which is the professional organization with whom CITY contracted for the performance of Professional Services pursuant to this Agreement.

2.4 CITY: City of Plantation, Florida, a Florida municipal corporation.

2.5 NOTICE TO PROCEED: A written statement issued by the CONTRACT ADMINSTRATOR directing CONSULTANT to begin work on a project, which will then be considered as "Assigned Project".

2.6 PROJECT: The PROJECT(S) which may be performed by CONSULTANT after receiving a NOTICE TO PROCEED are as follows:

1. Professional services that is generally or specifically identified within the Scope of Services rendered to the City in connection with a construction project where the total cost of construction are estimated to not exceed $4 million; or

2. For study activity if the fee for professional services for each individual study under the Agreement does not exceed $500,000, or

3. Professional services rendered to the CITY in connection with a construction project where the total cost of construction is estimated to not exceed $325,000.00, or such lesser or greater sum as set forth by 287.017 category 5, FL Statute, as amended; or

4. A planning or study activity when the fee for the professional services rendered in connection therewith will not exceed $35,000.00, or such lesser or greater sum as set forth by 287.017, category 2, FL Statute, as amended, or

5. Generally, the Architecture discipline pertains to planning and feasibility studies, conceptual design, design development, final design for procurement and construction, preparation of technical specifications, cost estimating, regulatory agency permitting, and construction administration for new building construction, building additions, renovations, park facilities, and related projects.

    a. Attachment A within the Scope of Services (Exhibit "A") provides for a list of Capital Improvement or Broward County Surtax projects or studies that may exceed current State of Florida CCNA threshold, and that may be associated with the Agreement discipline (Professional Surveying and Mapping Services).

2.7 REIMBURSABLES:

Whenever the term REIMBURSEABLES is used herein, it is intended to mean actual expenses incurred by CONSULTANT and directly related to the performance of the services as set forth in this Agreement, which REIMBURSABLES are limited to:

a. CONSULTANT shall not charge CITY mileage while performing any/task under this agreement.

b. Identifiable communication expenses for express mail charges.

c. Identifiable cost or printing reproduction and aerial photography.

d. Identifiable testing cost, including rental of pilot testing and field analytical equipment.

e. Permit application fees. All fees paid to regulatory agencies for approvals directly attributed to the PROJECT, which have been approved in advance by the CONTRACT ADMINSTRATOR.

f. Notwithstanding anything to the contrary in the Agreement, all REIMBURSABLES which exceed One Hundred Dollars ($100.00), which are not specifically identified in the NOTICE TO PROCEED, shall be approved, in writing by the CONTRACT ADMINSTRATOR prior to incurring the expenditure. Failure to comply with this provision shall result in wavier of the REIMBURSABLES. Changes to the BILLING RATES must be approved by the CITY governing body.

2.8 BILLING RATE:

Whenever the term BILLING RATE is used herein, it is intended to mean average based salaries and wages paid to personnel by professional or employee category engaged directly on the PROJECT, including all fringe benefits, overhead and profit as shown in **EXHIBIT "C"**. Changes to the BILLING RATE must be approved by the Mayor.

2.9 NOTICE TO PROCEED:

Whenever the term NOTICE TO PROCEED is used herein, it is intended to mean professional services related to PROJECTS.

The authorization issued by CITY shall be in form of a NOTICE TO PROCEED and shall contain the following information and requirements:

a. A description of the work to the undertaken, whether the professional engineering services for PROJECT shall be payable in accordance with the BILLING RATE. All changes to the method of compensation for a PROJECT must be approved by the Mayor.

b. A budget establishing the total amount of compensation to be paid, which amount shall constitute a guaranteed maximum, and which shall not be exceeded unless prior written approval of the Mayor is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs, and the adequacy of such budget information shall be subject to the approval of the Mayor.

c. A time established for completion of the work or services for the PROJECT or for the submission to CITY of documents, reports and other information pursuant to this Agreement. Time of performances is further delineated in Article 4.

d. AUTHORZATION NOTICES TO PROCEED shall be dated and serially numbered.

e. The description of the work to be undertaken shall be in the form of a detailed Scope of Work, project timetables, if any, and any special provisions about the assigned PROJECT which may control over the terms of this Agreement, must be approved by the Mayor.

## ARTICLE 3

## SCOPE OF SERVICES

3.1 The Scope of Services required to be performed by CONSULTANT shall be for a PROJECT as set forth in a NOTICE TO PROCEED. CONSULTANT shall provide all services as set forth in the NOTICE TO PROCEED including, without limitation, all necessary, incidental and related activities and services required.

3.2 CONSULTANT and CITY acknowledge that a NOTICE TO PROCEED may not delineate every detail and minor work task required to be performed by CONSULTANT to complete a PROJECT. If during the course of the performance of a NOTICE TO PROCEED, CONSULTANT determines that additional work is needed to complete a PROJECT which is outside the assigned PROJECTS Scope of Work, CONSULTANT will notify CONTRACT ADMINISTRATOR in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without receiving written approval from the CITY, as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the NOTICE TO PROCEED. Notice to CONTRACT ADMINSTRATOR does not constitute authorization or approval by CITY. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

## ARTICLE 4

## TIME OF PERFORMANCE

4.1 In the event CONSULTANT is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over PROJECT, or by CONSTRUCTION CONTRACTOR and such delays are not the fault of CONSULTANT, CITY shall grant reasonable extension of time for completing the work. It shall be the responsibility of CONSULTANT to notify the CONTRACT ADMINSTRATOR promptly in writing whenever a delay is anticipated or experienced, and to inform the CONTRACT ADMINSTRATOR of all facts and details related to the delay.

4.2 CONSULTANT shall not be entitled to an increase in the Agreement Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other cost, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONSULTANTS for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of CITY. Otherwise, CONSULTANT shall be entitled only to extensions of the Agreement Time as the sole and exclusive remedy for excusable events of delay.

4.3 If the CONSULTANT submits a schedule or expresses an intention to complete the work earlier than any required milestone or completion date, the CITY shall not be liable to the CONSULTANT for any cost incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by its agents, should the CONSULTANT be unable to complete the work before such milestone or completion date as is described within the schedule.

## ARTICLE 5

## COMPENSATION AND PAYMENT

The CITY agrees to pay the CONSULTANT for services provided by CONSULTANT and its subcontractors as described in a NOTICE TO PROCEED either an agreed upon lump sum amount, or a BILLING RATE amount with an upper limit (not to exceed) as detailed therein, or such form of compensation as may be agreeable to CITY and CONSULTANT.

a. Lump Sum: As deemed appropriate for each item of work, the CITY and CONSULTANT may agree to utilize the lump sum method of payment for services. The lump sum shall include full payment, including direct labor, overhead, other direct costs, subcontractor fee, and profit.

b. BILLING RATE: As deemed appropriate for each item of work, the CITY and CONSULTANT may agree to utilize the BILLING RATE method of payment for services. The BILLING RATE billed shall be the categorical rates identified in Exhibit "C" which includes the overhead rate plus a margin on the direct labor costs and the overhead rate.

b.a If necessary, the City reserves the right to negotiate categorical rates not identified in Exhibit "C" which shall include the overhead rate plus a margin on the direct labor costs and the overhead rate

c. Invoicing: CONSULTANT shall submit monthly invoices/pay applications in the format and with such backup as required by CITY.

5.2 CITY agrees that it will use its best efforts to pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement as provided above.

5.3 Payment will be made to CONSULTANT at:

Biscayne Engineering Company, Inc.
529 West Flagler Street
Miami, Florida 33130

## ARTICLE 6

## ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVCIES

6.1 Services related to a NOTICE TO PROCEED that would increase, decrease or which are otherwise outside the Scope of Services or level of effort contemplated by NOTICE TO PROCEED shall be services for which CONSULTANT must obtain written approval from CITY before compensation can be paid. All terms for the performance of such services must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of a NOTICE TO PROCEED, and when properly executed shall become as Amendment/Change Order to the NOTICE TO PROCEED.

## ARTICLE 7

## CITY'S RESPONSIBILITIES

7.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information it has available pertinent to any assigned PROJECT including previous reports and any other data relative to an assigned PROJECT. CITY shall assist CONSULTANT in obtaining all background information necessary to the accomplishment of assigned tasks, and shall provide reasonable access to all existing records, data, and physical facilities.

7.2 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as reasonably required for CONSULTANT to perform its services under this Agreement.

7.3 CITY shall pay for all costs of publishing advertisements for bids/proposals and for obtaining permits and licenses that may be required by local, State or Federal authorities and shall secure the necessary land, easements, and right-of-way. In order to expedite the processing of an application for permit or license, CITY may, in some instances, direct CONSULTANT to act for CITY in paying a required fee. In such instances, CITY subsequently shall reimburse CONSULTANT for any such fees with no mark-up, without regard to the types of fees applicable to the PROJECT involved.

## ARTICLE 8

## MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS:

All sketches, tracing, drawings, specifications, design calculations, details, models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT's services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of CITY. Copies of all AutoCAD files shall be provided to CITY. CONSULTANT shall be entitled to keep a copy of such items for record purposes. However, CITY shall make no changes or revisions to the documents or data furnished by CONSULTANT unless CONSULTANT's name and professional seal are removed from such changed or revised materials.

8.2 TERMINATION

a. If the CONSULTANT defaults in any particular PROJECT, the CITY may give notice in writing to the CONSULTANT, specifying the default. The following shall constitute default:

- Failing to perform the professional services required under the Agreement and within the time required;
- Failing to begin the PROJECT under the Agreement within the time specified;
- Failing to perform the Work with sufficient personnel; or with sufficient materials to ensure completion of the PROJECT within the specified time;
- Failing to perform the Work using persons and entities as identified and set forth, and to the degree specified by the NOTICE TO PROCEED, subject to substitutions approved by the CITY in accordance with such Agreement documents;
- Discontinuing the prosecution of the work, for reason other than issuance of a stop work order or other reasons allowed under the Agreement documents.
- If CONSULTANT otherwise violates in any way any provisions of the Agreement documents;
- If CONSULTANT disregards laws or regulations of any public body having jurisdiction.
- Such other events of default as are set forth in any of the implementing Agreement documents

b. If, after notice of termination of the Agreement it is determined for any reason that the CONSULTANT was not in default under provisions of this Agreement, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to "Termination of the Agreement for Convenience" clause. All finished or unfinished sketches, tracing, drawings, specifications, design, design calculations details models, photographs, reports, surveys and other documents, plans and data that result from CONSULTANT's services under this agreement shall become and shall remain the property of CITY and shall be delivered by CONSULTANT to CITY.

c. Upon THIRTY (30) Calendar Days written notice to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the Agreement is terminated for his convenience of CITY, the notice of termination to CONSULTANT must state that the Agreement is terminated for the convenience of CITY, the effective date of the termination and the extent of termination.

d. If CITY approves CONSULTANTS's requisition for payment, and does not pay same within THRITY (30) Calendar Days of approval, CONSULTANT may suspend performance of the Agreement upon TEN (10) Calendar Days prior written notice (such suspension not being available prior to Forty (40) Calendar Days after CITY approval of the CONSULTANT's requisition for payment). If CITY then fails to make payment for a period of NINTEY (90) Calendar Days through no fault of CONSULTANT or if CITY fails to make payment on any recommendation for payment for period of NINETY (90) Calendar Days, CONSULTANT may, upon SEVEN (7) additional Calendar Days written notice to CITY, terminate the Agreement and recover from the CITY payment for Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, prorated to the date of termination. No other recovery shall be permitted.

e. The Agreement may also be terminated by mutual agreement at any time and under any terms

8.3 RECORDS

CONSULTANT shall keep such records and accounts and require any and all CONSULTANTS and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours changed to the PROJECT and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for CITY's disallowance of any fees or expenses based upon such entries.

8.4 NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, ant fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breech or violation of this provision, CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.5 ETHICS DISCLOSURE

The CONSULTANTS warrant and represent that no elected official, officer, agent or employee of the CITY has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONSULTANTs, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONSULTANTS. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONSULTANTS.

8.7 SUBCONSULTANT PAYMENTS

The CONSULTANT shall be responsible for the payments to any SUBCONSULTANT including any professional fees and additional costs. The City shall not be responsible for any payments to SUBCONSULTANT. The City shall not be billed directly or indirectly for any professional fees or additional costs of the SUBCONSULTANT for the Project. CONSULTANT shall pay SUBCONSULATNTS within seven (7) calendar days after receiving payment from CITY.

8.8 NO TRANSFER OF AGREEMENT

CONSULTANT shall not assign or transfer the Agreement or its rights, title or interests therein without CITY's prior written approval. The obligations undertaken by CONSULTANT pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. The CITY is relying upon the apparent qualifications and expertise of the CONSULTANT, and such firm's familiarity with the CITY's area, circumstances, and desires. In the event the CITY is not for any reason or for no reason at all, satisfied with such substitute, CONSULTANT shall be considered in breach of this Agreement. Violation of the terms of this Paragraph shall constitute a breach of Agreement by CONSULTANT and the CITY may, at its discretion, cancel the Agreement and all rights, title and interest of CONSULTANT shall thereupon cease and terminate.

8.9 INDEMNITY CLAUSE

CONSULTANT shall indemnify and hold harmless CITY, and its elected and appointed officers, the officers, directors, employees, agents and other Firm of each of them, from and against any and all claims, fines, fees, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Firm and other persons employed or utilized by the Firm in the performance of this Agreement.

CONSULTANT agrees to indemnity, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation in performance of this agreement.

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.

Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONSULTANT from the CITY that such amount is due, be made by CONTRACTOR prior to the CITY being required to pay same, or in the alternative, the CITY, at the CITY's option, may make payment of an amount so due and CONSULTANT shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by CONSULTANT of written notice from the CITY that such payment is due. CONSULTANT agrees, at CONSULTANT's expense, after written notice from the CITY, to defend any action against the CITY that falls within the scope of this indemnity, or the CITY, at the CITY's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONSULTANT. Additionally, if CONSULTANT, after receipt of written notices from the CITY, fails to make any payment due hereunder to the CITY, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the CITY in securing any such payment from CONSULTANT.

Nothing contained herein is intended nor shall it be construed to waive the CITY's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the CITY's favor.

8.10 ALL PRIOR AGREEMENTS SUPERSEDED:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. If is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.11 NON-EXCLUSIVE AGREEMENT:

The services to be provided by CONSULTANT pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude CITY from engaging other firms to perform the same or similar services for the benefit of CITY within CITY's sole and absolute discretion.

8.12 WARRANTIES OF CONSULTANT:

CONSULTANT hereby warrants and represents as follows:

a. At all times during the term of this Agreement, CONSULTANT shall maintain in good standing, all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.

b. At all times during this Agreement, CONSULTANT shall perform its obligations in a prompt, professional and businesslike manner.

c. No approval required to be given by the CITY under the Agreement shall operate to relieve the CONSULTANT from any of its responsibilities under the Agreement or the deemed as an approval by the CITY of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Agreement, unless the failure or deviation has been specifically approved by a Change Order to the Agreement.

8.13 ONSITE MONITORING:

CONSULTANT'S resident project representatives will make reasonable efforts to guard CITY against defects and deficiencies in the work of the Contractor(s) and to help determine and ensure that the provisions of the Agreement Documents are being fulfilled.

8.14 APPLICBLE LAWS GOVERNING PROJECT(S)

The laws of the State of Florida shall govern the validity, construction and effect of this Agreement.

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

All claims, counterclaims, disputes and other matters in question between CITY and CONSULTANT arising out of, relating to, or pertaining to this Agreement, or the breach thereof, or the services thereof, or the standard of performance therein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

To any extent that the CONSULTANT may be acting as an "agent" or CONSULTANT on behalf of the CITY, the CITY expects the CONSULTANT to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the Agreement.

8.15 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the CITY shall not be obligated for the CONSULTANT's performance hereunder or by any provision of this Agreement during any of the CITY's future fiscal years unless and until the CITY Council appropriates funds for this Agreement in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONSULTANT in writing of any such non-allocation of funds at the earliest possible date.

8.16 INDEPENDENT CONSULTANT

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

8.17 DISCIPLINARY ACTION

The CONSULTANT agrees to immediately notify the CITY of any disciplinary action imposed against the CONSULTANT or any of its employees by any regulatory agency with the charge of regulating the CONSULTANT.

8.18 SEVERABILITY

In the event any one or more of the provisions of this Order is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

8.19 NO WAIVER OF LEGAL RIGHTS

No approval required to be given by the CITY under the Agreement shall operate to relieve the CONSULTANT from any of its responsibilities under the Agreement or to be deemed as an approval by the CITY of any deviation contained in the items or documents subject to such approval from, or of their failure to comply with any provision or requirement of the Agreement, unless the failure or deviation has been specifically approved by a Change Order to the Agreement.

Unless the CITY has specifically approved in writing a deviation from the Agreement Documents in an Agreement modification, as provided above, the CITY shall not be precluded or estopped by any approval, review, measurement, estimate or certificate made either before or after the completion and acceptance of the Work and payment for it, from showing the true amount and character of the Work performed and goods and materials furnished by the CONSULTANT or from showing that any measurement, estimate or certificate is untrue or incorrectly made, or that the Work or goods and materials do not conform in fact to the Agreement. Unless the CITY has specifically approved in writing a deviation from the Agreement Documents in a Agreement modification, as provided above, the CITY shall not be precluded or estopped, notwithstanding any approval, review, measurement, estimate or certificate and payment in accordance with it, from recovering from the CONSULTANT and its sureties damages it may sustain by reason of its failure to comply with the terms of the Agreement. Except as provided, neither the acceptance of the CITY, or any representative of the CITY, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the CITY, shall operate as a waiver of any portion of the Agreement, or of any power reserved or any right to damages provided to the CITY. A waiver of any breach of the Agreement shall not be held to be a waiver of any other breach whether prior to or subsequent to it. The CITY's delay in declaring that a breach has occurred or otherwise asserting its rights under this Agreement shall not constitute a waiver of the breach or limit any of the CITY's rights under this Agreement.

8.20 DISPUTE RESOLUTION

In the event that any dispute between the CITY and the CONSULTANT concerning questions or issue arising under this Agreement that have not been resolved, or for items on the Disputed Work List, a request for resolution shall be submitted by the CONSULTANT to the CITY for determination. Request for such determination shall be made in writing. The CITY's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The CITY's decision shall be rendered in writing no more than **THIRTY (30)** Calendar Days after receipt of a fully documented (to the extent that such documents are within the control of the CONSULTANT) request for a determination. The decision shall be conclusive, final, and binding on all parties, unless the CONSULTANT shall seek a judicial determination in accordance with the provisions set forth below.

No later than **SIXTY (60)** Calendar Days after the CONSULTANT's receipt of the CITY's determination, the CONSULTANT shall respond to the CITY in writing, either accepting the determination or stating the

CONSULTANT's factual or legal objection to the determination. If the CONSULTANT's response is an objection, the CITY shall respond in writing to the objection within **THIRTY (30)** Calendar Days after receipt of it. No further response by either party shall be required. Thereafter, the CONSULTANT may seek a judicial determination of the dispute. In the event that the CONSULTANT intends to seek judicial determination of a matter decided by the CITY, the CONSULTANT shall notify the CITY of its intent to do so within **SIXTY (60)** Calendar Days of the CITY's final decision.

In the event of litigation in order to enforce this Agreement, or which arises out or, pertains to, or relates to this Agreement, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $15,000.

If required by CITY, the CONSULTANT shall continue to perform the Work required under the Agreement during this resolution period, including any judicial resolution. The CITY's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the CONSULTANT complies with the CITY's written determination, the CITY shall continue to perform under the Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the CONSULTANT fails to submit a dispute to the CITY as required by this Article IX, Paragraph 3. The continued performance of the Agreement by either party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under the Agreement or at Law.

8.21 COMPLIANCE WITH LAWS/CODES/RULES, ETC

The CONSULTANT shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same. CONSULTANT represents to CITY that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. CONSULTANT acknowledges and agrees that it may not submit a bid on an Agreement to provide any goods or services to the CITY, may not submit a bid on a Agreement with the CITY for the construction or repair of any public building or public work, may not submit bids on leases of real property with the CITY, may not be awarded an opportunity to perform work as a contractor, supplier, subcontractor or CONSULTANT under an Agreement with the CITY, and may not transact business with the CITY in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

The CONSULTANT shall not be reimbursed for any additional costs which the CONSULTANT incurs as a result of laws enacted after the effective date of this Agreement, nor be entitled to an extension of the Scheduled Date of Final Completion as a result of laws, except as set forth in this Article IX, Paragraph 1. The CONSULTANT shall be reimbursed, in addition to the Agreement Sum, for additional costs incurred by the CONSULTANT in the performance of the Agreement resulting from the following:

a. CITY ordinances passed by the City Council after the effective date of this Agreement.

b. Any unforeseen new state or federal laws, regulations or rules enacted after the effective date of the Agreement, which require a significant change in the Project. The CONSULTANT shall not be reimbursed for any other costs resulting from any other new state or federal laws, regulations or rules enacted after the effective date of the Agreement, including but not limited to laws relating to techniques, procedures, research, analysis and materials.

8.22 EXTERNAL FUNDING REQUIREMENTS

Some of the work/tasks performed under this Agreement could be wholly or partially funded by grants, loans or programs administered by Federal governmental agencies, State governmental agencies, Broward County or all three. To that end, the CONSULTANT agrees to meet all applicable conditions or requirements of such grants, loans, or programs, regardless of whether or not such conditions or requirements are specifically identified or referenced in the Agreement documents. These requirements may include record production, processing, and retention, cooperation in audits (both prior to and after completion), and special provisions for inspections, labor, materials, insurance, bonding, and payments or draw requests, Certified Business Enterprise Programs, or all of the foregoing.

## ARTICLE 9

## INSURANCE REQUIREMENTS

The CONSULTANT shall provide the Insurance certificates listing the City of Plantation as an additional insured that meet or exceed the CITY requirements as set forth in **Exhibit "D"**, which is incorporated herein and made a part hereof.

## ARTICLE 10

## AGREEMENT TERM

This agreement will remain in effect for a **TWO (2)** year period, unless it is canceled earlier by the CITY or the CONSULTANT. At the end of the **TWO (2)** year period, the CITY will have the option of extending the Agreement for **two (2)** additional **one (1)** year terms based upon mutual acceptance by CONSULTANT and CITY.

## ARTICLE 11

## Notice

All notices provided for herein shall be in writing and transmitted by overnight mail, certified mail return receipt requested, or by hand delivery, and shall be mailed or delivered as follows:

1. All Notices sent to CONSULTANT shall be sent in writing and by first-class mail to:

Melissa Calabrese, CEO
Biscayne Engineering Company, Inc.
12858 80th Lane North
West Palm Beach, FL 33412

2. All Notices sent to the CITY shall be sent in writing and by first-class mail to:

Mayor Lynn Stoner
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

IN WITNESS WHEREOF, CITY OF PLANTATION AND BISCAYNE ENGINEERING COMPANY, INC., have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the CITY and CONSULTANT.

Signed, sealed and delivered in the presence of:

Attest: _____
Ayesha Robinson, Interim City Clerk

CITY OF PLANTATION

By: _____
Lynn Stoner, Mayor

Witness: _____
Typed Name of Witness

As to legal form: _____
Kerry L Ezrol, City Attorney

Witness: _____
Typed Name of Witness

As to Procurement: _____
Charles Spencer, Interim Procurement Director

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Lynn Stoner and Susan Slattery, as the Mayor and City Clerk respectively, who are personally known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of the City of Plantation, Florida, and who did not take an oath.

WITNESS my hand and official seal this 28th day of April, 2021.

My commission expires: _____

CHRISTINE GUIFARRO
MY COMMISSION # GG319801
EXPIRES: April 04, 2023

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

BISCAYNE ENGINERING COMPANY, INC.
a Florida Corporation

By: _____
Melissa Calabrese, CEO

Witness: _____
Joan Royer
Typed name of Witness

Witness: _____
Adriana Ocampo
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this March 31, 2021 (*date*) by Melissa Calabrese, CEO of Biscayne Engineering Company, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: August 7,2023

_____
Chestin Bustos
NOTARY PUBLIC

Chestin Bustos
Comm. # GG363211
Expires: August 7, 2023
Bonded Thru Aaron Notary

# EXHIBIT “A”

All Sealed Responses shall be placed in a sealed envelope/box and clearly marked in the lower left corner: **"Sealed RFQ No. 027-20, Continuing Services Agreements for: Architecture, Landscape Architecture, Environmental Engineering, Civil Engineering, Traffic & Transportation Engineering, Professional Surveying and Mapping Services, Construction/Project Management, and Construction Engineering and Inspection Services"** and shall be sent to the following address, only:

City of Plantation ("CITY")
Office of the City Clerk
400 NW 73rd Ave.
Plantation, FL 33317

All Sealed Responses must be received in the Office of the City Clerk by 11:00 am (EST) on **March 17, 2020** at which time they will be opened. Sealed Responses will not be accepted after that date and time under any circumstances. **ONE (1) original, FIVE (5) copies, and ONE (1) flash drive** of each Sealed Response shall be presented. Any responses received by the Office of the City Clerk after the due date and time specified in this Request for Qualifications (hereafter "RFQ") will not be considered and will be returned unopened. Any Sealed Responses or copies that are sent to any other address may be refused and sent back to the FIRM(s) unopened. Whenever the term FIRM or FIRM(s) is used herein, it shall be interpreted to include Individual responses. The terms CONTRACT and AGREEMENT are synonymous and shall be interpreted to have the same meaning.

**THE FIRM MUST BE LICENSED IN PROFESSIONAL SERVICES BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITHIN THEIR SEALED RESPONSE.**

Before an AGREEMENT will be awarded for FIRM(s) providing "Continuing Services Agreements for: Architecture, Landscape Architecture, Environmental Engineering, Civil Engineering, Traffic & Transportation Engineering, Professional Surveying and Mapping Services, Construction/Project Management, and Construction Engineering and Inspection Services", the FIRM(s) must first be certified by the CITY as qualified pursuant to law and the regulations of the CITY. The CITY must find that the FIRM(s) to be employed is fully qualified to render the required service(s). The CITY will conduct such investigation as is necessary to determine the qualifications of FIRM(s). Upon request, FIRM(s) shall submit such information as deemed necessary by the CITY to evaluate FIRM(s) qualifications.

For information concerning this Request for Qualifications, please contact Charles Spencer, Procurement Division. The contact email address is espencer@plantation.org.

## AUTHORITY AND GENERAL TERMS AND CONDITIONS

1. It is the intent of the CITY to award the proposal to the responsive FIRM providing a response which is most advantageous to the CITY. This proposal is issued pursuant to, and governed by the applicable laws of the State of Florida, including but not limited to, the Consultants' Competitive Negotiation Act.

2. The CITY reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into CONTRACT negotiations with the selected FIRM or take any other actions that may be deemed to be in the best interest of the CITY.

## EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. After award of this CONTRACT and before submitting a Proposal for a particular Task Order request, Proposer must, visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work, consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work; carefully compare the FIRM's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

2. The FIRM, by and through the submission of a Task Proposal, agrees that FIRM, shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and local conditions that may affect the work; and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

## INTERPRETATIONS AND ADDENDUM

1. If FIRM is in doubt as to the meaning of any term or clause contained in this RFQ Proposal Documents, believes that the General Conditions, Special Conditions and/or Statement of Work contain errors, contradictions or obvious omissions, or has any questions concerning information contained in this RFQ document, the FIRM shall submit a written request to Procurement for interpretation or clarification. Such request must reference RFQ No. 027-20 and should be received by the Procurement Office at least ten (10) calendar days prior to the RFQ due date. Questions received thereafter, will not be answered. Interpretations or clarifications in response to such questions, if deemed necessary by the Procurement Administrator will be addressed via written addendum which shall be available for download electronically from the Demand Star website at www.demandstar.com, or by contacting Charles Spencer (espencer@plantation.org). The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

## CONTINGENT FEES PROHIBITED

1. The proposing FIRM must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a CONTRACT with the CITY, and that it has not paid or agreed to pay any person, company, corporation, individual or FIRM other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a CONTRACT with the CITY.

**SUBMISSION OF SEALED RESPONSES**

1. Sealed Responses must be typed or printed in blue ink. Use of erasable ink is not permitted.

2. All Sealed Responses shall be submitted in the English language.

3. Sealed Responses must contain a signature of a corporate officer with proven authority to bind the FIRM in matters of this nature. The Address and Phone number for any communications regarding Sealed Response must be included.

4. Sealed Response shall contain an acknowledgment of receipt of all Addendum(s).

5. Sealed Reponses by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

6. Sealed Responses by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

7. In accordance with Florida Statutes, Chapter §119.07(1) (a) and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, FIRMs are requested to specifically identify in the submitted Sealed Response any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.071(b).

8. The CITY will not be liable for any cost incurred in the preparation submission, or review of any Sealed Response or Response at any point of the procurement process

**MODIFICATION AND WITHDRAWAL OF SEALED RESPONSES**

1. Sealed Response may be modified or withdrawn by a duly executed document signed by a corporate officer. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Procurement Office at any time **prior** to the deadline for submitting Sealed Responses. Withdrawal of a Sealed Response will not prejudice the rights of a FIRM to submit a new Sealed Response prior to the Sealed Response opening date and time. No Sealed Response may be withdrawn or modified after the date of proposal opening has passed.

2. If, within twenty-four (24) hours after Sealed Responses are opened, any FIRM files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Sealed Response, or that the mistake is clearly evident on the face of the Sealed Response, but the intended correct Sealed Response is not similarly evident, FIRM may withdraw its Sealed Response.

**REJECTION OF PROPOSALS**

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

2. CITY reserves the right to reject the Sealed Response of any FIRM if CITY believes that it would not be in its best interest of to make an award to that FIRM, whether because the Sealed Response is not responsive, the FIRM is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by CITY within the Statement of Work

**NONEXCLUSIVE**

1. The CITY does not commit that all matters in the future which may be within any Scope of Services/Statement of Work contained herein will be assigned to the FIRM(s) holding a CONTRACT. No breach of the continuing CONTRACT will occur if the CITY submits such matters to bids or seeks bids or proposals from other parties, including but not limited to design and construction FIRMs, for any task within any scope of work listed above, or for any scope of work listed above, and awards such work to other FIRMs.

**TASK ORDERS**

1. Specific projects within the Scope/Statement of Work as contained herein will be assigned to the FIRM from time to time pursuant to independent assignments for such services. These assignments will be called a Task Order and will contain CONTRACT requirements pertinent to the task such as negotiated compensation (if different than the Master Agreement), insurance requirements, performance requirements, etc.

**TAXES**

1. Successful FIRM shall pay all applicable sales, consumer use and other similar taxes required by law.

**PERMITS, FEES AND NOTICES**

1. The FIRM shall be responsible for securing all permits and licenses necessary for the proper execution and completion of the work, if applicable. Cost of any required permits will be reimbursed by CITY without markup (i.e. direct pass-through), for properly submitted invoices except where expressly noted in the Task Order.

## CONE OF SILENCE

1. Once the RFQ has been issued, a Cone of Silence will be implemented. At that time communication with the CITY is limited to Charles Spencer, Procurement Administrator (email address espencer@plantation.org). During the review and evaluation process no person shall make any private or separate delivery of marketing information concerning any FIRM to any elected or appointed officers of the CITY, members of the CITY staff or members of the Evaluation/Selection Committee.

   Cone of Silence shall terminate at the time the CITY makes an award to a FIRM(S) that becomes final as a result of no procurement protest being filed or takes other action that ends this RFQ solicitation.

   Any action of a FIRM in violation of this may be cause for disqualification of the FIRM.

## GENERAL CONTRACT PROVISIONS

1. Generally, the CITY does have standard CONTRACT provisions concerning its FIRMs, and it is contemplated that these CONTRACT provisions will appear in the "Master" CONTRACT. As stated herein, each Task Order may contain refinements to a scope of services, deadlines, and any negotiated adjustments to compensation, etc. The following are representative terms of CITY consulting CONTRACTs, and the CITY reserves the right to add additional terms or modify the following terms as it deems appropriate during the compensation negotiation phase of the Selection Process or at the time the master CONTRACT is implemented by a Task Order.

   a. The CITY will be able to terminate the CONTRACT without cause by giving THIRTY (30) Calendar Days written notice before termination. A transition provision will be included in the event of termination.

   b. The successful FIRM(s) shall bill the CITY according to the type of compensation as may be agreed in any given Task Order.

   c. The CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any CONTRACT which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the recent fiscal year, and reserves which are available for expenditure during such fiscal year. Any CONTRACT, verbal or written, made in violation of this subsection is at the CITY's option null and void or voidable, and in no event can money be paid on such CONTRACT in excess of what is available for expenditure in any fiscal year. Nothing herein contained shall prevent the making of CONTRACTs for periods exceeding ONE (1) year, but any CONTRACT so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

   d. The CITY reserves the right to prepare a CONTRACT and Task Order and to refuse to enter into a CONTRACT or Task Order if the CITY's terms are not accepted.

   e. The written CONTRACT between the successful FIRM(s) and the CITY shall include language to the effect that neither the CONTRACT, nor any portion thereof, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise, as a Sub-FIRM, or any other agency relationship, or an employer/employee leasing relationship, and further, shall reflect the CITY's intent that the legal relationship between the parties shall be that of an independent FIRM.

f. Each Task Order may provide that the successful FIRM(s) is to achieve final completion within an agreed time period determined and agreed upon by both parties from the date appearing in the Notice to Proceed form for the specified Project. Therefore, the FIRM agrees to begin each Project in conformity with the provisions set forth in the Task Order and to prosecute it with all due diligence, so as to complete the entire work and Project by the time limits set forth in the agreed Project Schedule for the specified Project. As to such a Task Order that has deadlines, time will be of the essence unless stated otherwise.

g. FIRM(s) shall not be entitled to an increase in the CONTRACT Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by FIRM(s) for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of CITY. Otherwise, FIRM shall be entitled only to extensions of the CONTRACT time as the sole and exclusive remedy for excusable events of delay.

h. If the FIRM submits a schedule or expresses an intention to complete the work earlier than any required milestone or completion date, the CITY shall not be liable to the FIRM for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the CITY or by its agents, should the FIRM be unable to complete the Work before such milestone or completion date as is described within the schedule.

i. On any particular Task Order, the CITY reserves the right to include a provision for liquidated damages as a result of any project or work delay.

j. Upon THIRTY (30) Calendar Days written notice to FIRM, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines. Where the Agreement is terminated for the convenience of CITY, the notice of termination to FIRM must state that the CONTRACT is being terminated for the convenience of CITY, the effective date of the termination and the extent of termination. Services will be paid for through date of termination, and this shall mean payment for all completed tasks and payment for uncompleted tasks based upon the percentage of completion of such uncompleted tasks. FIRM shall not be paid on account if loss of anticipated profits or revenues or other economic loss arising out of or resulting from such termination.

k. The Agreement may also be terminated by mutual agreement at any time and under any terms.

l. No remedy under the terms of this CONTRACT in CITY's favor is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any CITY right or CITY power accruing upon any event of default shall impair any CITY right or CITY power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every CITY right and CITY power may be exercised from time to time as often as may be deemed expedient.

m. The FIRM shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same.

n. The laws of the State of Florida shall govern the validity, construction and effect of this CONTRACT.

o. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

p. To any extent that the FIRM may be acting as an "agent" and/or FIRM on behalf of the CITY, the CITY expects the FIRM to fully comply with all Federal, State, and Local laws applicable to and specifically those covering Equal Opportunity Employment, American Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and Florida Building Code. We reserve the right to verify your compliance with the various laws. Failure to comply with any laws will be grounds for termination of the CONTRACT.

q. The FIRM shall indemnify and hold harmless the CITY of Plantation, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the CONTRACT.

FIRM agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against the CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, FIRM, or corporation which result from the work product of the FIRM.

In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by FIRM from the CITY that such amount is due, be made by FIRM prior to the CITY being required to pay same, or in the alternative, the CITY, at CITY's option, may make payment of an amount so due and the FIRM shall promptly reimburse the CITY for same, together with interest thereon at the rate of 12% per annum simple interest from the day of CITY's payment. FIRM agrees, at the FIRM's expense, after receipt of written notice from the CITY, to defend any action against the CITY that falls within the scope of the foregoing indemnities, or the CITY, at the CITY's option, may elect not to tender such defense and may instead elect to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by the FIRM. Additionally, if FIRM, after receipt of written notice from the CITY fails to make any payment due hereunder to the CITY, FIRM shall pay any reasonable attorney's fees or costs incurred by the CITY in securing any such payment from FIRM.

Nothing contained herein is intended nor shall it be construed to waive the CITY's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the CITY's favor.

r. External Funding Requirements: Some of the work/tasks performed under this contract could be wholly or partially funded by grants, loans or programs administered by Federal governmental agencies, State governmental agencies, Broward County or all three. To that end, the FIRM agrees to meet all applicable conditions or requirements of such grants, loans, or programs, regardless of whether or not such conditions or requirements are specifically identified or referenced in the contract documents. These requirements may include record production, processing, and retention, cooperation in audits (both prior to and after completion), and special provisions for inspections, labor, materials, insurance, bonding, and payments or draw requests, Certified Business Enterprise Programs, or all of the foregoing.

**SUMMARY OF DOUMENTS TO BE SUBMITTED WITH SEALED RESPONSE**

FIRM(s) shall submit a complete qualification package that includes:

1. Letter of Interest and general information about the FIRM and its principals (i.e., location of headquarters, size, length of time in business, length of tenure and residence address of key personnel);
2. All items required by the "Statement of Work, Proposal Requirements" contained herein;
3. Proof of Insurance per attached.
4. Copies of all current applicable professional license(s) and certification(s);
5. FIRM's Corporate Resolution
6. Certification that the FIRM is not barred from performing the Project work by operation of the Florida Public Entity Crimes law (Form Provided);
7. Public Records Compliance Certification (Form Provided)
8. Qualification Statement (Form Provided)
9. Non-Collusion Certification (Form Provided)
10. Drug-Free Workplace (Form Provided)
11. Truth in Negotiation (Form Provided)
12. FIRMs Certification (Form Provided)
13. Cooperation with Broward County Office of Inspector General (Form Provided)
14. Scrutinized Company Certification (Form Provided)
15. Form 4A Disclosure of Business Transaction, Relationship or Interest (Form Provided)
16. A Financial Ability Statement in sufficient detail to evaluate financial strength of FIRM.
17. Information as is appropriate for evaluation of the submittal pursuant to the criteria listed in Selection Process section of this RFQ, or identify on the Evaluation Criteria Form provided herein.

**END OF SECTION**

**CONTINUING SERVICES AGREEMENTS FOR: ARCHITECTURE, LANDSCAPE ARCHITECTURE, ENVIRONMENTAL ENGINEERING, CIVIL ENGINEERING, TRAFFIC & TRANSPORTATION ENGINEERING, PROFESSIONAL SURVEYING AND MAPPING SERVICES, CONSTRUCTION/PROJECT MANAGEMENT, AND CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**RFQ NO. 027-20**

## GENERAL SCOPE OF SERVICES

Pursuant to Florida Statutes, Chapter 287.055 (Consultants Competitive Negotiations Act), the City of Plantation seeks to identify Firms with substantial experience and capabilities to perform consulting services on an open end (continuing services) basis.

The City will endeavor to award up to three (3) Firms for each professional category listed. Firms will not be limited to one discipline. Firm shall designate discipline(s) they are proposing on the attached form. Each selected firm shall enter into a multi-year contract with the City. As each project task is identified, selected firms within the required discipline(s) may be requested to submit specific qualifications for a Task. Selection shall be to the most qualified firm for a particular task.

The services sought by the City may include, whether in part or in whole, but not limited to; planning studies, environmental studies, traffic and transportation studies, general civil engineering, traffic and transportation engineering, building architecture, landscape architecture, structural engineering, environmental engineering, surveying, mapping, mechanical engineering, contract management, and construction engineering and inspection services.

List of Professional Services categories for which City is seeking Firms:

1. **Architecture**

   Provide professional architectural consultant and associated professional services. Professional services include, but are not limited to, planning and feasibility studies, conceptual design, design development, final design for procurement and construction, preparation of technical specifications, cost estimating, regulatory agency permitting, and construction administration for new building construction, building additions, renovations, park facilities, and related projects.

2. **Landscape Architecture**

   Provide professional landscape architectural consultant services including, but not limited to, landscaping and associated irrigation system design, cost estimating, regulatory agency permitting, and construction administration for City facilities and public rights-of-way (i.e. - roadways, waterways, etc.) drawings, specification and permitting.

**3. Environmental Engineering**

Provide professional environmental engineering consultant services including, but not limited to, environmental studies, environmental design (ex: wetlands), construction documents, cost estimating, environmental permitting, construction administration, and post-construction monitoring services for environmental projects. Knowledge and experience in obtaining permits from various environmental regulatory agencies, (ex: FHWA, EPA, DERM, Dept. of Health, FDEP, Broward County, SFWMD, and USACOE).

**4. Civil Engineering**

Provide professional general civil engineering services including, but not limited to, planning and feasibility studies, designs for roadways, bridges, stormwater/floodplain management systems and waterways, water and wastewater distribution systems, construction plans and technical specifications, cost estimating, regulatory agency permitting, and construction administration services for improvements within public rights–of-way and for City facilities.

**5. Traffic and Transportation Engineering**

Professional traffic and transportation engineering consultant services, including, but not limited to, planning studies, traffic impact analysis, traffic signal and intersection stop warrant analysis, transportation studies, review and comment on traffic impact analysis for private development, traffic and transportation design, construction plans and technical specifications, cost estimating and construction administration. Knowledge and experience in traffic engineering, transportation planning, street and highway design, traffic calming design, transit planning, general engineering. Experience working with regulatory agencies such as Broward County Traffic Engineering Division, Broward County Highway Construction and Engineering Division, and the Florida Department of Transportation.

**6. Professional Surveying and Mapping Services**

Provide professional surveying and mapping services including, but not limited to, boundary/topographic surveys, roadway surveys, bathymetric surveys, preparation of legal descriptions/sketches, LIDAR services, asset management surveys, etc. Experience working with regulatory agencies such as Broward County Traffic Engineering Division, Broward County Highway Construction and Engineering Division, and the Florida Department of Transportation.

**7. Construction/Project Management**

Provide contract/construction/grant management services to assist City of Plantation staff with the administration and management of construction contracts and City procedures for successful completion of various capital projects including, but not limited to, buildings, parks facilities, roadways, bridges, waterways, transportation and traffic engineering projects, and other City projects as needed. Firm must be familiar with current Federal/State/County and local regulations, policies, processes demonstrate knowledge and experience pertaining to grants administration, housing requirements, City codes, and administrative procedures.

**8. Construction Engineering and Inspection (CEI) Services**

Construction Engineering and Inspection (CEI) services to include contract administration, inspection, and materials sampling and testing.

It shall be the responsibility of the CEI Consultant to administer, monitor, and inspect Construction Contracts such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies. Inform the designated CITY project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

## QUALIFICATIONS OF PROPOSERS

Sealed Responses will be considered from qualified Firms whose experience includes successful work in the industry.

- The Firm must have on staff architects/engineers with knowledge of all applicable Federal, State and County standards and requirements needed to develop design plans, specifications, cost estimates, site inspections and project management as applicable.
- Firms shall demonstrate professional and supporting staff knowledge and experience to develop studies, design drawings, technical specifications, cost estimates, regulatory agency permitting, contract administration, and other related services for projects applicable to their respective disciplines.
- Architects, Engineers, and Surveyor/Mappers shall hold professional licensure to practice in the State of Florida.
- Firms must possess at least five (5) years of considerable relevant experience in delivery of professional services as outlined above for their respective disciplines, with emphasis on municipal, county, state, or federal projects.
- Firm must have sufficient qualified staff to complete applicable work in the time required and in accordance with State statutes and standards.

**PROPOSAL REQUIREMENTS**

Firms shall submit one (1) original and five (5) copies, and one (1) flash drive of their sealed response; and respond to each of the following items as clearly as possible:

1. Letter of Interest and general information about the firm and its principals (i.e., location of headquarters, size, length of time in business, length of tenure and residence address of key personnel);
2. Copies of all current applicable professional license(s) and certification(s);
3. Provide copy of current Florida Professional Registration License(s) Renewal.
4. Completed City Required Forms included with Solicitation;
5. Proof of Insurance per attached.
6. Resumes of key personnel who will actually be assigned to City Plantation projects and describe their roles. Note: City of Plantation expects those listed to be those who will actually perform the work. No substitutions will be permitted except in the most dire conditions or at time of a specific task proposal, are no longer with the Firm.
7. A list of at least five (5) Architectural, Engineering and/or Surveying related projects performed during the last five (5) years including the following information:
   a. Name of the entity for which the work was performed;
   b. Brief description of the scope of the project;
   c. Initial construction estimate of project cost (the estimate prior to the bid);
   d. Amount of initial contract award;
   e. Total number of change orders to the contract;
   f. Total value of change orders for the project;
   g. Amount of initial design fees associated with the project;
   h. Change orders to design contract and dollar value;
   I. Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project.
   j. Provide financial statements for your firm's latest year of operation.
   k. Any other information the firm feels is relevant to evaluating qualifications.

# STATEMENT OF WORK

## SCOPE AND TERM OF AGREEMENT

Sealed Responses are hereby invited for a term contract on a continuing service basis. The City intends to evaluate submitted sealed responses and award multiple Firms exhibiting comprehensive architectural, engineering and/or surveying experience. The term of the contract(s) for Miscellaneous Projects (basic construction cost under $2 million each or study activities under $200,000, in accordance with the requirements of Florida Statute 287.055.) shall be for a two (2) year period from the award date. (Note: In the event that statutory dollar thresholds are amended by the State of Florida, those amended limits shall be applied to this Agreement.)

The City may extend each individual contract(s) under the same terms and conditions for two (2) additional one (1) year periods, on an as needed basis, subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

No guarantee is expressed or implied as to the amount and total number of the individual project task authorizations provided to any one firm for the life of this contract.

## TASK ASSIGNMENT

The City shall designate a member of City staff to serve as the City Project Representative (CPR) for each project, who shall be responsible for administering the project on behalf of the City. The CPR shall coordinate with a selected Firm to prepare a scope of services for each project, upon which selected Firms in a particular category will submit a proposal.

## PROCESS OF CONCEPTUAL DESIGNS AND CONTRACT ADMINISTRATION

Required designs may be developed with the input of City of Plantation staff, various City Boards and Committees, as well as area residents and other interested individuals and groups. The time for these activities shall be included in the selected firm's proposal to City.

All required designs shall be developed in the latest version of AutoCAD or Bentley MicroStation. Reproducible hard copy and electronic files of work product shall be provided to City.

## REQUIREMENT OF FIRM

Firms interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work. Firms should indicate any sub-consultants proposed to be utilized in work for City.

Firms shall invoice City monthly for each assigned project. City shall provide each Firm with specific direction to how each invoice shall be formatted, and what information shall be included on each invoice submittal.

# END OF SECTION

## ATTACHMENT A

## LIST OF CAPITAL IMPROVEMENT OR BROWARD COUNTY SURTAX PROJECTS OR STUDIES THAT MAY EXCEED CURRENT STATE OF FLORIDA CCNA THESHOLDS WITHIN THE NEXT FIVE (5) YEARS.

- **Broward Blvd. Decorative Street Lighting- Phase II**
- **Citywide Bridge Repairs and Rehabilitation**
- **Historic Area Cul-de-sac Reconstruction**
- **Plantation Midtown Bridge Improvement Project**
- **Plantation Midtown Shuttle Service Amenities**
- **Plantation Midtown- SW 78$^{th}$ Avenue Extension**
- **Plantation Multi-Use Recreational Trail Network**
- **South Fig Tree Lane Lighting Improvement**
- **Stormwater Infrastructure Repairs/Rehabilitation Phase II**
- **Traffic Engineering Improvements- Various Locations**

# EXHIBIT “B”

BISCAYNE ENGINEERING

Procurement Department
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

March 4, 2020

Dear Selection Committee:

Biscayne Engineering Company, Inc. (BE) would like to thank the City of Plantation for considering our response for RFQ No. 027-20 "Architecture, Landscape Architecture, Environmental Engineering, Civil Engineering, Traffic & Transportation Engineering, Professional Surveying and Mapping Services, Construction/Project Management, and Construction Engineering and Inspection Services".

BE is a full-service Surveying and Engineering firm serving the South Florida community since our inception in 1898. We are certified as a Small Business Enterprise (SBE) with Miami-Dade County, Palm Beach County, School District of Palm Beach County, School Board of Broward County, Florida Department of Transportation (FDOT) and South Florida Water Management District (SFWMD). Throughout this response, we will touch upon the many reasons Biscayne Engineering is the right choice to serve as the Prime Survey and Civil Engineering Consultant under this contract. Some the many advantages the City of Plantation will appreciate are highlighted below.

Biscayne Engineering has a deep understanding of South Florida and the methodology employed by several cities to successfully execute their projects. We are committed to creating innovative solutions for the changing demands of our clients and the environment. BE has been performing engineering and surveying and mapping services on a daily basis since our beginning and we are very skilled with the services that are proposed in the Request for Qualification package.

We will act as an extension of your staff. Our professionals and technical staff have the experience/professional training in all aspects of engineering and surveying and mapping. As a well-established firm, we can provide recommendations to enhance economic and practical solutions for the City. With two offices ideally situated, our Corporate headquarters in Miami Dade County and our office in *Palm Beach County (*Location that will service this contract),* we have all the resources required under this contract.

**Miami-Dade County**
529 West Flagler Street
Miami, FL 33130
(305)324-7671

***Palm Beach County**
449 NW 35th Street Suite 102
Boca Raton, FL 33431
(561)609-2329

Our BE team is comprised of numerous long term employees and we can assure the City that we have all the necessary manpower to service the City of Plantation "As needed" on a continuing contract basis. We understand South Florida, its local conditions and the issues for which the City will need to plan. This experience facilitates the development of everything we will undertake, and we together are committed to bringing the City the best team to service this Project.

**Our Officers and Directors**

| Key Personnel | Title | Address | Phone |
|---|---|---|---|
| Michael Bartholomew | President | 6640 Blue Bay Circle, Lake Worth, FL 33467 | (786)368-6337 |
| Melissa Bolton Calabrese | CEO | 12858 80th Lane North, West Palm Beach, FL 33412 | (561)267-9211 |
| George Bolton | Director | 12858 80th Lane North, West Palm Beach, FL 33412 | (305)324-7671 |
| Mary Bolton | Director | 12858 80th Lane North, West Palm Beach, FL 33412 | (305)324-7671 |
| Beatriz Ferrer | Director | 20400 S.W. 49 Court, Southwest Ranches, FL 33332 | (786)368-6355 |

Mike Bartholomew, PSM and President will serve as Surveying and Mapping Project Manager. He has been with BE for 20+ years and he will be the Surveying and Mapping primary contact under this Agreement. Mr. Bartholomew currently serves as project manager on numerous similar type contracts and has done so for more than a decade. Albert Dettbarn, PE and Vice-President of Biscayne Engineering will be act the primary contact of Civil Engineering services with the City of Plantation. Mr. Dettbarn's career spans over four decades. He has been with BE for 15+ years and has extensive experience in working with public and private sector.

**Mike Bartholomew, PSM**
449 NW 35 Street, Suite 102, Boca Raton, FL 33431
Cell Phone: (786)368-6337
Phone No.: (561)609-2329
Fax No.: (561)609-2317
E-mail: mikeb@biscayneengineering.com

**Albert Dettbarn, PE**
449 NW 35 Street, Suite 102, Boca Raton, FL 33431
Cell Phone: (786)498-6020
Phone No.: (561)609-2329
Fax No.: (561)609-2317
E-mail: adettbarn@biscayneengineering.com

From our long and varied history in surveying and engineering, Biscayne Engineering has gained vast experience and expertise in virtually every aspect of the professions, from tried and true practices to the newest applicable technologies. BE understands the importance of developing a robust QA/QC plan with redundancy and sufficient independent checks to ensure that the final product is both comprehensive and reliable. The numerous successfully completed projects as prime consultant for several cities and various municipalities have solidified our reputation as the leading Surveying and Engineering Firm in South Florida.

Biscayne Engineering has a full understanding of the proposed work objective and the scope of services (as outlined in the Request for Qualifications), and is ready, willing and able to perform these services immediately. We extend our sincerest gratitude to the Village for giving us the opportunity to provide Professional Surveying & Mapping Services.

Melissa Bolton Calabrese
Chief Executive Officer

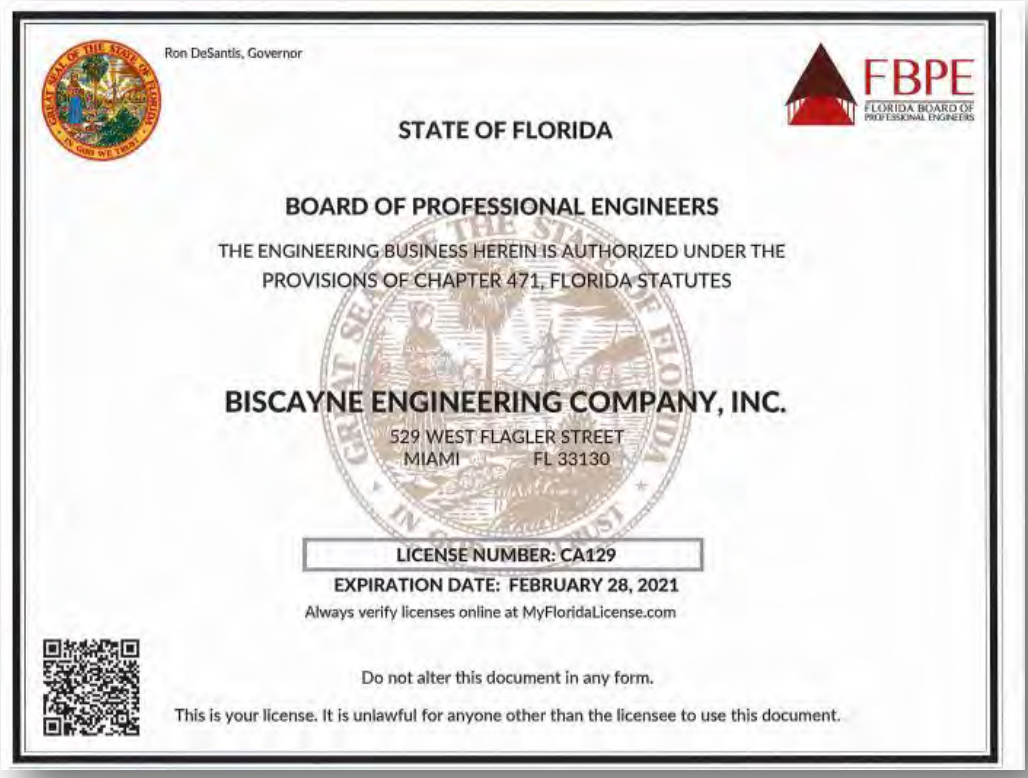

Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET
MIAMI FL 33130

LICENSE NUMBER: CA129
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

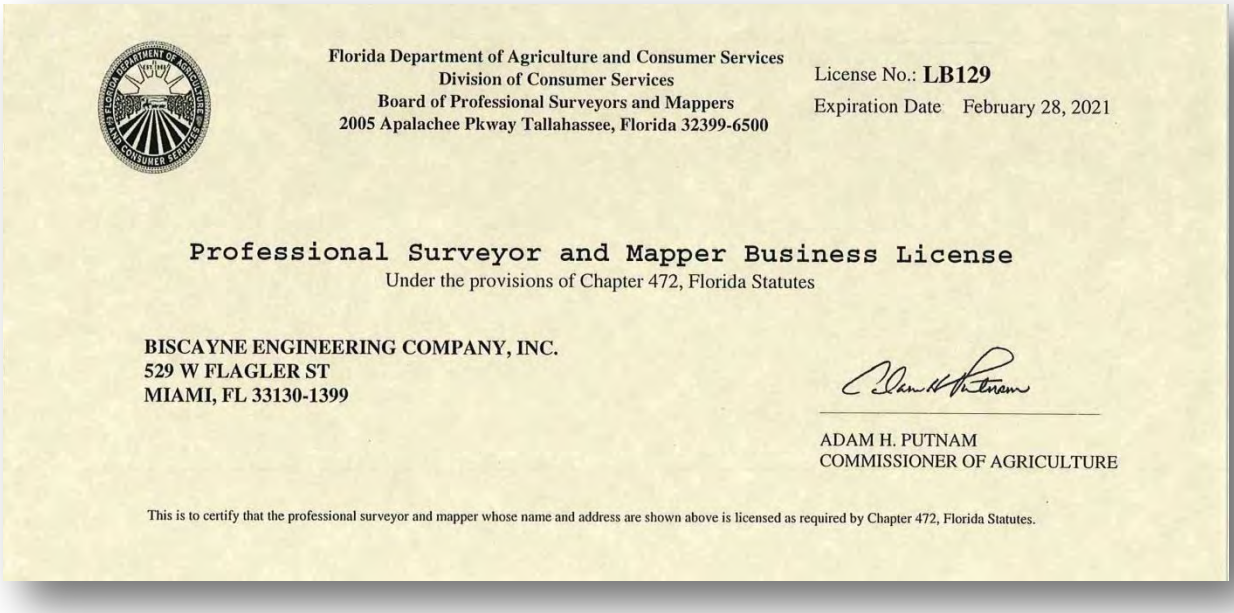

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB129**
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

BISCAYNE ENGINEERING COMPANY, INC.
529 W FLAGLER ST
MIAMI, FL 33130-1399

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DETTBARN, ALBERT RICHARD**

8251 SW 140TH CT
MIAMI FL 33183

**LICENSE NUMBER: PE18966**
**EXPIRATION DATE: FEBRUARY 28, 2021**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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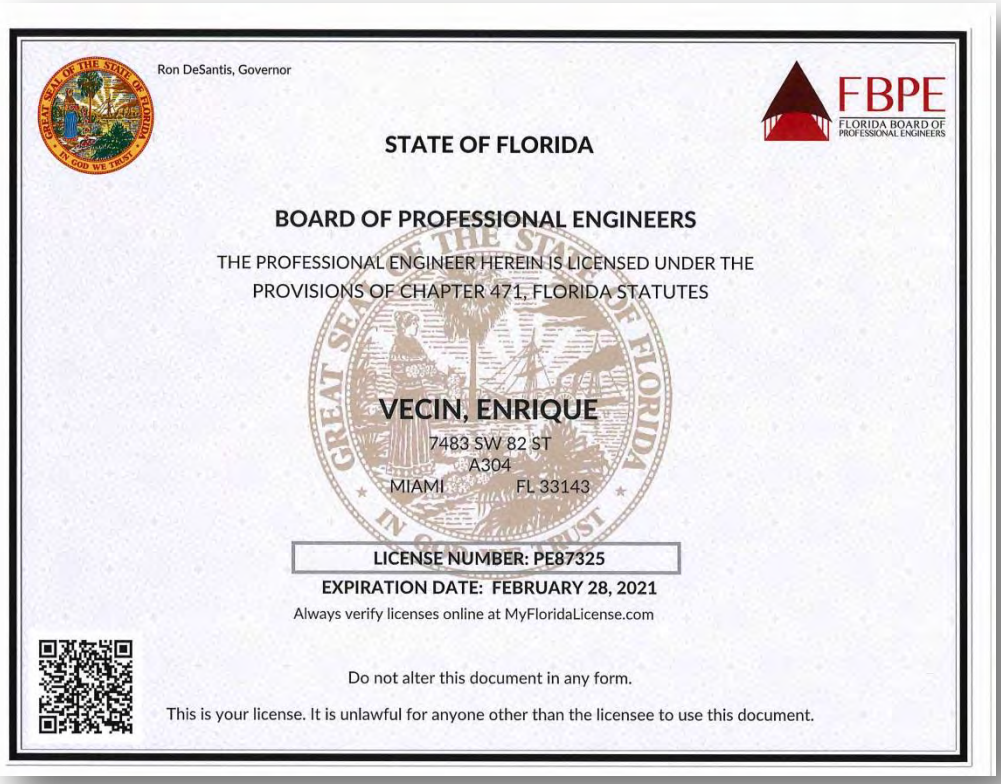

Ron DeSantis, Governor

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**VECIN, ENRIQUE**

7483 SW 82 ST
A304
MIAMI FL 33143

**LICENSE NUMBER: PE87325**
**EXPIRATION DATE: FEBRUARY 28, 2021**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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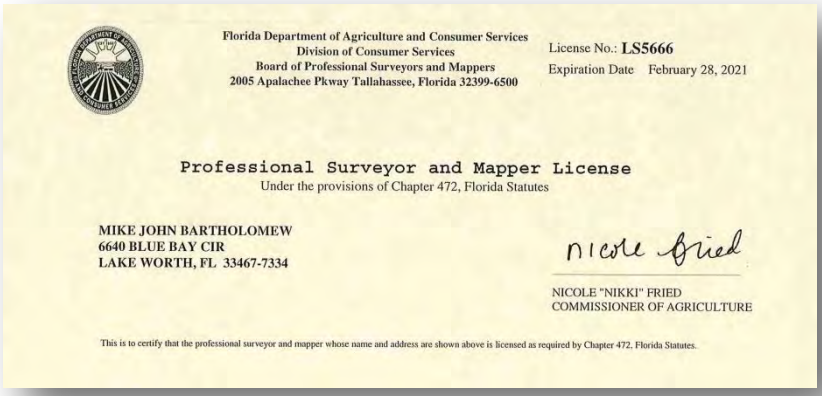

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5666**
Expiration Date February 28, 2021

**Professional Surveyor and Mapper License**
Under the provisions of Chapter 472, Florida Statutes

MIKE JOHN BARTHOLOMEW
6640 BLUE BAY CIR
LAKE WORTH, FL 33467-7334

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

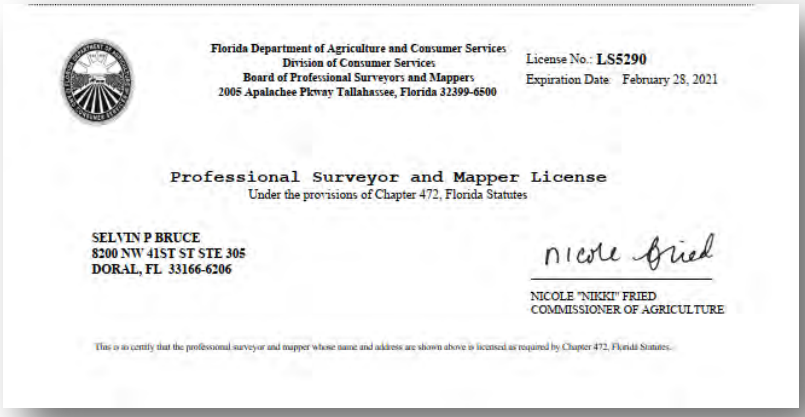

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5290**
Expiration Date February 28, 2021

**Professional Surveyor and Mapper License**
Under the provisions of Chapter 472, Florida Statutes

SELVIN P BRUCE
8200 NW 41ST ST STE 305
DORAL, FL 33166-6206

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7218**
Expiration Date February 28, 2021

**Professional Surveyor and Mapper License**
Under the provisions of Chapter 472, Florida Statutes

ALBERTO J RABIONET
10 SW SOUTH RIVER DRIVE, #1609
MIAMI, FL 33130

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

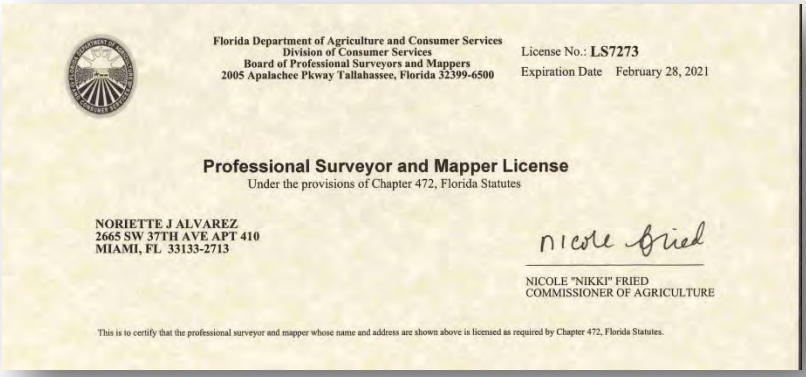

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7273**
Expiration Date February 28, 2021

**Professional Surveyor and Mapper License**
Under the provisions of Chapter 472, Florida Statutes

NORIETTE J ALVAREZ
2665 SW 37TH AVE APT 410
MIAMI, FL 33133-2713

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

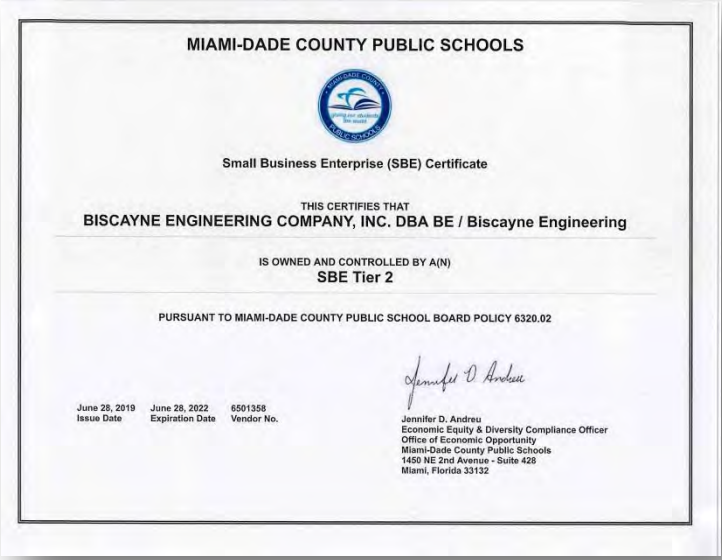

MIAMI-DADE COUNTY PUBLIC SCHOOLS

Small Business Enterprise (SBE) Certificate

THIS CERTIFIES THAT
BISCAYNE ENGINEERING COMPANY, INC. DBA BE / Biscayne Engineering

IS OWNED AND CONTROLLED BY A(N)
SBE Tier 2

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02

June 28, 2019 Issue Date | June 28, 2022 Expiration Date | 6501358 Vendor No.

Jennifer D. Andreu
Economic Equity & Diversity Compliance Officer
Office of Economic Opportunity
Miami-Dade County Public Schools
1450 NE 2nd Avenue - Suite 428
Miami, Florida 33132



Procurement & Warehousing Services
SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO
Biscayne Engineering Company, Inc.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS
SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
FOR

CERTIFICATION

Small Business Enterprise (SBE)
Non-Minority

ON THIS DAY March 13, 2018

Mary Catherine Coker
Director, Procurement & Warehousing Services

Certification #: 3330-01030 18 Expiration Date: 3/12/2020



The School District of Palm Beach County, FL
Office of Diversity In Business Practices

*Congratulations!*
*SBE*
*(Small Business Enterprise)*

Biscayne Engineering Company, Inc.

*This certificate is valid from*

***February 19, 2018 — February 18, 2021***

*The following areas that your firm has been certified:*

*Engineering Services, Professional—Surveyor Services*

Certification is not a guarantee that your firm will receive work. Please ensure that your company is registered with www.demandstar.com to receive notification of upcoming opportunities. Any change to your certification requires you to submit proof of expertise, licensure and a business history (at minimum) to justify the additional certification. You are required to submit a copy of your certification letter with each bid, or proposal that you submit to the School District. You must notify this office if the status of your firm changes. Failure to report changes that affect the ownership and control of your firm may result in decertification.

*Patrick Chrysostome, Manager*

THE SCHOOL DISTRICT OF PALM BEACH COUNTY



*Palm Beach County*
*Office of Equal Business Opportunity*

Certifies That

**Biscayne Engineering Company, Inc.**
Vendor # **VC0000118777**

***is a Small Business Enterprise as prescribed by section 2-80.20 – 2-80.40 of the Palm Beach County Code for a three year period from December 27, 2019 to December 26, 2022***

The following Services and/or Products are covered under this certification:

**Mapping Services, Digitized, Cartography;**
**Civil Engineering;**
**Surveyor Services, Land; and**
**Mapping and geographical Information Systems (GIS) Services, Including Cartography and Surveying Services, Not Aerial**

**Allen F. Gray, Manager**
November 4, 2019

PALM BEACH COUNTY • FLORIDA

**Palm Beach County Board of County Commissioners**

Mack Bernard , Mayor
Dave Kerner, Vice Mayor
Hal Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay,

**County Administrator**
Verdenia C. Baker

**Assistant County Administrator**
Jon Van Arnam

# State of Florida
## Department of State

I certify from the records of this office that BISCAYNE ENGINEERING COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on January 12, 1914.

The document number of this corporation is 006518.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on February 5, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2020*

*Secretary of State*

**Tracking Number: 2955891510CC**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

## DESIGNATION OF QUALIFIED DISCIPLINE FORM

Name of Firm Biscayne Engineering Company, Inc.

Date 3 / 13 / 2020

### Proposed Discipline(s)

On each discipline state Firm(s) and individual who will handle City's account. This solicitation is directed at Prime Consultants only, we are seeking team submittals. Example, if your firm is a Surveying Firm, you should submit to that discipline only. However, if your firm is directly qualified in two or more listed disciplines, than you may submit qualifications/experience for each.

**Architecture** _____

**Landscape Architecture** _____

**Environmental Engineering** _____

**Civil Engineering** X

**Traffic and Transportation Engineering** _____

**Professional Surveying and Mapping Services** X

**Construction/Project Management** _____

**Construction Engineering and Inspection (CEI)** _____

Name (printed) Melissa Bolton Calabrese, Chief Executive Officer

Signature Melissa Bolton Calabrese

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Melissa Bolton Calabrese am the *(title)* Chief Executive Officer and the duly authorized representative of the firm of *(Firm Name)* Biscayne Engineering Company, Inc. whose address is 449 NW 35 Street, Suite 102 Boca Raton, FL 33431, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

N/A

Firm Name: Biscayne Engineering Company, Inc.

Printed Name: Melissa Bolton Calabrese

Signature: Melissa Bolton Calabrese Title: Chief Executive Officer

Date: 3/13/2020

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 13 (*date*) by Melissa Bolton,CEO( *name of officer or agent, title of officer or agent* ), of Biscayne Engineering (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: 8/7/2020

Chestin Bustos
Comm. # GG363211
Expires: August 7, 2023
Bonded Thru Aaron Notary

# FORMS

FIRM PROFILE

Proposed Discipline: Surveying and Mapping

1. Firm (or joint venture) Name & Address

Biscayne Engineering Company, Inc.
449 NW 35 Street, Suite 102
Boca Raton, FL 33431

1c. Licensed to do business in the State of Florida
X Yes _____ No

1d. Name, Title & Telephone Number of Principal to Contact

Mike Bartholomew, PSM
President
(786)368-6337

1a. Firm is ____ National ____ Regional X Local

FEIN # 59-0165220

1e. Address of office to perform work, if different from Item 1

1b. Firm is a County Certified Small Business X Yes ____ No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes X No

1d. Firm is a Certified Minority Business _____ Yes X No

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

5 people in office and 9 people in field

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this joint venture previously worked together? ____ Yes ____ No

FORM 3

TEAM COMPOSITION

Proposed Discipline: Surveying and Mapping Services

| Role | Name and City of Residence of individual assigned to the project | Florida Active Registrations Number |
|---|---|---|
| Principal-in-Charge | Mike Bartholomew, PSM<br>6640 Blue Bay Circle,<br>Lake Worth, FL 33467 | LS5666<br>2/28/2021 |
| Project Manager | | |
| Project Engineer (or Architect) | | |
| Project Construction Administrator | | |
| List other Key Members: | Selvin Bruce, PSM<br>16110 SW 154th Avenue<br>Miami, FL 33187 | LS5290<br>2/28/2021 |
| | Alberto Rabionet, PSM<br>10 SW South River Drive, Apt. 1609<br>Miami, FL 33130 | LS7218<br>2/28/2021 |
| | Warren Rolle<br>1155 E Magnolia Circle<br>Delray Beach, FL 33445 | |

**Sub Consultants:**

| Role (i.e. Civil Engineering, Environmental, Landscape Architectural…) | Company Name & Address of Office Handling this Project | Projected % of Over-All Work on Entire Project | Name of Individual Assigned to this Project | Firm Worked with prime before (Yes or No) | Individual Worked with prime before (Yes or No) | Firm is DBE /CBE (Yes or No) |
|---|---|---|---|---|---|---|
| N/A | | | | | | |
| | | | | | | |

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____ Yes __X__ No

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

Proposed Discipline: Surveying and Mapping Sevices

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

   449 NW 35 Street, Suite 102
   Boca Raton, Florida 33141

2. Indicate percentage of total over-all project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

   70 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

   529 West Flagler Street
   Miami, FL 33130

4. Indicate percentage of total over-all fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

   30 %

5. Indicate percentage of total over-all fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

   0 %

*Fill in Form*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE FIRMAS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Biscayne Engineering Company, Inc.

NAME: Melissa Bolton Calabrese, CEO

ADDRESS: 449 NW 35 Street, Suite 102, Boca Raton, FL 33431

TELEPHONE NO.: (561)609-2329

FAX NO.: (561)609-2317

EMAIL ADDRESS: mcalabrese@biscayneengineering.com

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

   The correct name of the FIRM is: Biscayne Engineering Company, Inc.

   The address of the principal place of business is: 449 NW 35 Street, Suite 102, Boca Raton, FL 33431

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If FIRM is a corporation, answer the following:
   a. Date of Incorporation: 01/1914
   b. State of Incorporation: Florida
   c. President's Name: Mike Bartholomew, PSM
   d. Vice President's Name: Albert Dettbarn, PE
   e. Secretary's Name: Beatriz Ferrer
   f. Treasurer's Name: Beatriz Ferrer
   g. Name and address of Resident Agent: Melissa Bolton Calabrese
      12858 80th Lane North, West Palm Beach, 33412

3. If FIRM is an individual or a partnership, answer the following: N/A
   a. Date of organization: _____
   b. Name, address and ownership units of all partners: _____
   c. State whether general or limited partnership: _____

*Fill in Form*

# QUALIFICATION STATEMENT

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

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

6. How many years has your organization been in business under its present business name: 106

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

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

Please refer to Firm Qualifications Section

8. Do you have a complete set of documents, including agenda? (Y) X (N) ____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

N/A

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

N/A

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

Please refer to References form page 26

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Please refer to Firm Qualifications Section on Key personnel Resumes

13. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

Attached

14. Provide a list of work currently under contract.

Attached

*Fill in Form*

# QUALIFICATION STATEMENT

15. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If BIDDER is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by BIDDER]

16. List all disputes, claims, mediations and litigation between the City and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

17. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the FIRM, or sought to revoke a license held by the FIRM (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

18. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

19. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

20. Please attach a copy of your latest financial statement.

Attached

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

Melissa Dollen Caldwell

Signature

Fill in Form

# QUALIFICATION STATEMENT

**NOTARY BLOCK FOR AN INDIVIDUAL** N/A

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 3/13/2020 (*date*) by Melissa Bolton C. (*name of officer or agent, title of officer or agent*), of Biscayne Engineering (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: August 7, 2023

Chestin Bustos
Comm. # GG363211
Expires: August 7, 2023
Bonded Thru Aaron Notary

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH PROPOSAL**

By signing and submitting this proposal, the FIRM certifies that this bid is made independently and free from collusion.

FIRM shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the FIRM's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the FIRM, or if they otherwise stand to personally gain if the contract is awarded to this FIRM.

**Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the FIRM does not indicate any names, the CITY shall interpret this to mean that the FIRM has indicated that no such relationships exist. Failure of a FIRM to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| Melissa Bolton Calabrese | Chief Executive Officer |

**Witness:**

Joan T. Royer

**Typed Name:** Joan T. Royer

**Typed Name** Adriana Ocampo

**FIRM:** Biscayne Engineering Company, Inc.

**By:** Melissa Bolton Calabrese

**Name:** Melissa Bolton Calabrese

**Title:** Chief Executive Officer

Fill in Form

# NON-COLLUSION CERTIFICATION

**NOTARY BLOCK FOR AN INDIVIDUAL** N/A

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 3/13/2020 (*date*) by Melissa Bolton C. (*name of officer or agent, title of officer or agent*), of Biscayne Engineering (*name of corporation acknowledging*), a FL (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: August 7, 2023

Chestin Bustos
Comm. # GG363211
Expires: August 7, 2023
Bonded Thru Aaron Notary

Fill in Form

# DRUG-FREE WORKPLACE

## STATEMENT UNDER SECTION 287.087 FLORIDA STATUES

**TO BE RETURNED WITH FIRM**

Preference must be given to FIRMS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Melissa Bolton Calabrese
Printed Name

Biscayne Engineering Company, Inc.
Firm Name

3/13/2020
Date

Fill in Form

# FIRM'S CERTIFICATION

**WHEN FIRM IS A CORPORATION**

IN WITNESS WHEREOF, the FIRM hereto has executed this Form this 13 day of March, 2020.

Biscayne Engineering Company, Inc.
Printed Name of Corporation

Florida
Printed State of Incorporation

By: _____
Signature of President or other authorized officer

Melissa Bolton Calabrese
Printed Name of President or other authorized officer

449 NW 35 Street, Suite 102
Address of Corporation

Boca Raton, Florida 33431
City/State/Zip

(561)609-2329
Business Phone Number

(CORPORATE SEAL)

ATTEST

By _____
Secretary

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 13 (*date*) by Melissa Bolton C. (*name of officer or agent, title of officer or agent*), of Biscayne Engineering (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: August 7, 2020

Chestin Bustos
Comm. # GG363211
Expires: August 7, 2023
Bonded Thru Aaron Notary

COOPERATION WITH THE BROWARD COUNTY
OFFICE OF INSPECTOR GENERAL

**TO BE RETURNED WITH PROPOSAL**

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how FIRMS and vendors (herein, "FIRMS") are paid. To this end, FIRM agrees to cooperate with the OIG in the event the FIRM is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of FIRM's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The FIRM acknowledges and agrees that whatever work or effort is expended by FIRM in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the FIRM to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The FIRM's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the FIRM is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the FIRM is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, FIRM shall advise CITY, in writing and in the same manner as FIRM gives the City formal notice under this Contract, each instance, if ever, that the FIRM is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the FIRM is fully performing the requirements of this Paragraph.

**WITNESSES:**

Joan T. Royer

NAME: Joan T. Royer

Adriana Ocampo

NAME: Adriana Ocampo

FIRM: Biscayne Engineering Company, Inc.

Melissa Bolton Calabrese

NAME: Melissa Bolton Calabrese

TITLE: Chief Executive Officer

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 13 (*date*) by Melissa Bolton C. (*name of officer or agent, title of officer or agent*), of Biscayne Engineering(*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: August 7, 2023

Chestin Bustos
Comm.# GG363211
Expires: August 7, 2023
Bonded Thru Aaron Notary

*Fill in Form*

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH PROPOSAL**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [Civil Engineering and Survey Services].

2. This sworn statement is submitted by [Biscayne Engineering] (entity submitting sworn statement), whose business address is [449 NW 35 Street, Suite 102, Boca Raton, FL 33431] and its Federal Employer Identification Number (FEIN) is [59-0165220]. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: [ ]).

3. My name is [Melissa Bolton Calabrese] (please print name of individual signing), and my relationship to the entity named above is [Chief Executive Officer].

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

*Fill in Form*

# PUBLIC ENTITY CRIMES

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

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

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

[ ] There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

[ ] The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

[ ] The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[ Julian Bolton Caldwell ]
(Signature)

[ 3/13/2020 ]
(Date)

Fill in Form

## PUBLIC ENTITY CRIMES

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 13 (*date*) by Melissa Bolton C. (*name of officer or agent, title of officer or agent*), of Biscayne Engineering (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: August 7, 2023

Chestin Bustos
Comm. # GG363211
Expires: August 7, 2023
Bonded Thru Aaron Notary

# PUBLIC RECORDS

COMPLIANCE UNDER SECTION 119.0701
FLORIDA STATUTES

**TO BE RETURNED WITH PROPOSAL**

The FIRM hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the FIRM does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the FIRM transfers all public records to the public agency upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317**

As the person authorized to sign this statement, I certify that this FIRM agrees to comply with the above requirements.

FIRM: Biscayne Engineering Company, Inc.

By (sign): 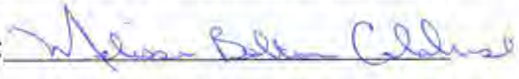

Print Name: Melissa Bolton Calabrese, CEO

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 13 (*date*) by Melissa Bolton C. (*name of officer or agent, title of officer or agent*), of Biscayne Engineering (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: August 7, 2020

Chestin Bustos
Comm. # GG363211
Expires: August 7, 2023
Bonded Thru Aaron Notary

Fill in Form

# SCRUTINIZED COMPANY CERTIFICATION

**TO BE RETURNED WITH PROPOSAL**

FIRM Name: Biscayne Engineering Company, Inc.
FIRM FEIN: 59-0165220
FIRM Authorized Representative Name and Title: Melissa Bolton C., CEO
Address: 449 NW 35 Street, Suite 102
City: Boca Raton State: Florida Zip: 33431
Phone Number: (561)609-2329
Email Address: mcalabrese@biscayneengineering.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; or One million dollars or more if, at the time of bidding, FIRM is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has business operations in Cuba or Syria. The boycott Israel list is created pursuant to 215.4725 and the Sudan and Iran lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of FIRM, I hereby certify that the undersigned company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY. In addition, FIRM may be subject to civil penalties, attorney's fees, and/or costs.

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/.

Certified By: Melissa Bolton Calebrese,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: Melissa Bolton Calebrese, CEO
Date: 3/13/2020

***This form is being provided to comply with Florida Statute 287.135.**

# TRUTH IN NEGOTIATION

TRUTH IN NEGOTIATION

STATEMENT SWORN STATEMENT

TO BE RETURNED WITH RESPONSE

TO SOLICITATION

**THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.**

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Melissa Bolton C, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Biscayne Engineering Company, Inc. (entity submitting sworn statement), whose business address is 449 NW 35 Street, Suite 102, Boca Raton, Florida, 33431 and its Federal Employer Identification Number (FEIN) is 59-0165220. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:_____).

2. My name is Melissa Bolton Calabrese (please print name of individual signing), and my relationship to the entity named above is Chief Executive Officer, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Biscayne Engineering Company, Inc. (entity submitting sworn statement).

3. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current.

FURTHER AFFIANT SAYETH NAUGHT.

(Signature of Affiant)

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me this 13 day of March, 20 20, by Melissa Bolton Calabrese, who is personally known to me.

NOTARY PUBLIC

My Commission Expires: August 7, 2023

**N/A**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:



[CONTINUED ON REVERSE SIDE]

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.



[CONTINUED FROM FIRST SIDE]

# EXHIBIT “C”

# MAXIMUM BILLING RATES

**RFQ No. 027-20; Continuing Services Agreements for: Professional Surveying and Mapping**

**FIRM:** Biscayne Engineering Company, Inc.

| TITLE | MAXIMUM HOURLY RATES | x | MULTIPLIER | = | MAXIMUM BILLING RATE ($/HR) |
|---|---|---|---|---|---|
| Principal/Surveyor | $68.00 | | 2.75 | | $187.00 |
| Technician | $32.00 | | 2.75 | | $88.00 |
| Administrative Support | $31.00 | | 2.75 | | $85.25 |
| (2) Person Survey Crew | Flat Rate | | Flat Rate | | $156.00 |
| (3) Person Survey Crew | Flat Rate | | Flat Rate | | $208.00 |

**The highlighted rates shall be the Firm's maximum billing rates pursuant to the above-mentioned discipline.**

**Firm will be required to submit certified payroll with each pay application submitted to the City of Plantation.**

Melissa Bolton Calabrese, CEO

**Print Name and Title**

03/22/2021

**Date**

Melissa Bolton Calabrese

**Signature**

# EXHIBIT “D”

## Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation
400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII;
(2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

# INSURANCE REQUIREMENTS

**Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.**

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit _, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

**RISK MANAGEMENT'S INSURANCE REQUIREMENTS EXHIBIT TEMPLATE TO BE INCORPORATED INTO CITY CONTRACTS AS EXHIBIT (SEE ATTACHED)**

## INSURANCE REQUIREMENTS

| TYPE OF INSURANCE | ADDL INSD | SUBR WVD | MINIMUM LIABILITY LIMITS | | |
|---|---|---|---|---|---|
| | | | | Each Occurrence | Aggregate |
| **GENERAL LIABILITY - Broad form**<br>✓ Commercial General Liability<br>□ Premises–Operations<br>□ XCU Explosion/Collapse/Underground<br>□ Products/Completed Operations Hazard<br>✓ Contractual Insurance<br>□ Broad Form Property Damage<br>✓ Independent Firms<br>✓ Personal Injury<br>**Per Occurrence or Claims-Made:**<br>□ Per Occurrence □ Claims-Made<br>**Gen'l Aggregate Limit Applies per:**<br>□ Project □ Policy □ Loc. □ Other _____ | ✓ | ☑ | Bodily Injury | $ 1 mil | |
| | | | Property Damage | $ 1 mil | |
| | | | Combined Bodily Injury and Property Damage | $ 2 mil | |
| | | | Personal Injury | $ 1 mil | |
| | | | Products & Completed Operations | $ 1 mil | |
| | | | | | |
| **AUTO LIABILITY**<br>□ Comprehensive Form<br>□ Owned<br>□ Hired<br>□ Non-owned<br>□ Any Auto, If applicable<br>*Note: May be waived if no driving will be done in performance of services/project.* | ✓ | ☑ | Bodily Injury (each person) | | |
| | | | Bodily Injury (each accident) | | |
| | | | Property Damage | | |
| | | | Combined Bodily Injury and Property Damage | **$ 1 mil** | |
| □ **EXCESS LIABILITY**<br>**Per Occurrence or Claims-Made:**<br>□ Per Occurrence □ Claims-Made<br>*Note: May be used to supplement minimum liability coverage requirements.* | ☑ | ☑ | | | |
| ✓ **WORKER'S COMPENSATION**<br>*Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.* | N/A | ☑ | Each Accident | **STATUTORY LIMITS** | |
| □ **EMPLOYER'S LIABILITY** | | | Each Accident | $ 100k | |
| □ **POLLUTION / ENVIRONMENTAL LIABILITY** | ☑ | ☑ | If claims-made form: | $ 1 mil | **Completed Value** |
| | | | Extended Reporting Period of: | 2 years | |
| | | | *****Maximum Deductible: | $10 k | |
| □ **PROPERTY COVERAGE / BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD COVERAGE** | ❒ | ☑ | *****Maximum Deductible (Wind and/or Flood): | Not to exceed 5% of completed value | **Completed Value** |
| | | | *****Maximum Deductible: | $10 k | |
| □ **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**<br>**All engineering, surveying and design professionals.** | ✓ | ☑ | If claims-made form: | $ 1 mil | |
| | | | Extended Reporting Period of: | 3 years | |
| | | | *****Maximum Deductible: | $10 k | |
| □ Installation floater is required if Builder's Risk or Property are not carried.<br>*Note: Coverage must be "All Risk", Completed Value.* | | | If claims-made form: | $ 1 mil | **Completed Value** |
| | | | Extended Reporting Period of: | 3 years | |
| | | | *Maximum Deductible: | $10 k | |

SAMPLE

Description of Operations: "City of Plantation" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Firms insurance shall provide primary coverage and shall not require contribution from Certificate Holder. ***Firm is responsible for all Deductibles.**

**CERTIFICATE HOLDER:**
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

# INSURANCE REQUIREMENTS

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

THE UNDERSIGNED FIRM HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

Biscayne Engineering Company, Inc.
FIRM

3/13/2020
DATE

CITY OF PLANTATION

Client#: 25366 BISCENGI

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/01/2021

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

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

| PRODUCER | CONTACT NAME: Nicole Larsen | |
|---|---|---|
| Greyling Ins. Brokerage/EPIC<br>3780 Mansell Rd. Suite 370<br>Alpharetta, GA 30022 | PHONE (A/C, No, Ext): 770-552-4225 | FAX (A/C, No): 866-550-4082 |
| | E-MAIL ADDRESS: Nicole.Larsen@greyling.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Indemnity Co of CT | 25682 |
| INSURER B : Travelers Indemnity Company | 25658 |
| INSURER C : Beazley Insurance Company, Inc. | 37540 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Biscayne Engineering Company, Inc.
529 West Flagler Street
Miami, FL 33130

**COVERAGES** **CERTIFICATE NUMBER: 21-22** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 6609D522661 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | BA3R430324 | 01/01/2021 | 01/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | CUP4195T085 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE | $4,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $4,000,000 |
| | DED X RETENTION $10,000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| C | Professional Liability | | | V14835210801 | 01/01/2021 | 01/01/2022 | Per Claim $2,000,000<br>Aggregate $3,000,000 | |

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

City of Plantation is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.
Waiver of Subrogation is applicable where required by written contract & allowed by law.
(See Attached Descriptions)

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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## DESCRIPTIONS (Continued from Page 1)

**Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.**

AVH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2021

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

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

| | |
|---|---|
| **PRODUCER**<br>Aon Risk Services, Inc of Florida<br>1001 Brickell Bay Drive, Suite #1100<br>Miami, FL 33131-4937 | **CONTACT NAME:** Aon Risk Services, Inc of Florida<br>**PHONE (A/C, No, Ext):** 833-506-1544 **FAX (A/C, No):**<br>**EMAIL ADDRESS:** Work.comp@trinet.com |
| | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Indemnity Insurance Company of North America — 43575 |
| **INSURED**<br>TriNet HR III-A, Inc.<br>RE Biscayne Engineering Company, Inc.<br>9000 Town Center Parkway<br>Bradenton, FL 34202 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 15298930 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PROJECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEC ☐ RETENTION $ | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | X | WLR_C67487291 | 07/01/2020 | 07/01/2021 | X PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | | | | | |

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

A 30 day notice of cancellation is endorsed to the policy for the CITY OF PLANTATION.
Workers Compensation coverage is limited to worksite employees of BISCAYNE ENGINEERING COMPANY, INC. through a co-employment agreement with TRINET HR III-A, INC..
Waiver of subrogation in favor of CITY OF PLANTATION as required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
Risk Manangement Dept/ City of Plantation
400 NW 73rd
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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City of Plantation
City Council Chambers

**Subject:**

Item 5 removed from agenda.

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

April Beggerow

**ATTACHMENTS:**

Plantation
the grass is greener®

City of Plantation
City Council Chambers

**Subject:**

ITB No. 004-25; Stormwater Infrastructure Inspection, Cleaning and Repair Services- Term Contract

**Summary:**

Requesting authorization and approval of the following:

- Authorization and approval to execute an agreement between the City and USA Services of Florida, LLC, for Stormwater Infrastructure Inspection, Cleaning and Repair Services in accordance with ITB No. 004-25. This agreement would have an initial term of two (2) years, and the City reserves the right to extend the contract for three (3), additional one (1) year terms with mutual acceptance by Contractor.

- Authorization and approval to issue purchases/work authorization and process payments on an as needed basis to USA Services of Florida, LLC, for Stormwater Infrastructure Inspection, Cleaning and Repair Services in accordance with ITB No. 004-25.

**Procurement:**

Pursuant to City Code Sec. 2-220(e) and 2-226(b) the Procurement Department secured formal competitive bids for the above-mentioned services. On January 21, 2025 the City received three (3) competitive sealed bids, one was deemed immediately non-responsive. This solicitation was advertised/posted on the Demand Star website for fifty-two (52) calendar days, broadcasted to 1,521 vendors, and had 50 planholders.

The numerical results are as followed:

| Bidder | Base Bid Total | Original Bid Bond Submitted | Plantation Local Business pursuant to Section 2-227 City Code |
|---|---|---|---|
| **Flotech Environmental, LLC** | $2,172,459.08 | Yes | No |

| | | | |
|---|---|---|---|
| **USA Services of Florida, LLC** | $3,111,625.00 | Yes | No |
| **In Depth Inc.** | $22,508,750.00 | No (The Bidder is deemed non-responsive pursuant to Section 17.5 of the Instructions to Bidder) | No |
| **Shenandoah General Construction, LLC** | $0.00 | Non-Responsive (Vendor failed to Upload Bid Documents) | No |
| **EnviroWaste Services Group** | $0.00 | Non-Responsive (Vendor failed to Upload Bid Documents) | No |

The Procurement Department staff performed a review of the apparent low bidder (FloTech Environmental, LLC) to ascertain submittal responsiveness. After careful consideration of all the information provided by the bidder, the Procurement Department staff concluded FloTech Environmental, LLC (apparent low bidder) submitted the lowest, responsive bid submittal.

On January 27, 2025, the Engineering and Procurement Department staff met with FloTech Environmental, LLC (part of the City's responsible review) to ensure that they can meet all expectations and perform the services as stated within the ITB No. 004-25 at the rates provided within their bid submittal. At the conclusion of the meeting the Contractor stated that they could not performed work/services as stated in ITB No. 004-25 at the submitted rate, and opted to withdraw their bid. The Contractor's withdrawal has been confirmed in writing.

The Procurement Department staff performed a review of the second apparent low bidder (USA Services of Florida, Inc) to ascertain submittal responsiveness. After careful consideration of all information provided by USA Services of Florida, Inc. The Procurement Department staff concluded USA Services of Florida, LLC., (second apparent low bidder), submitted the lowest, responsive bid submittal.

On February 24, 2025, the Engineering and Procurement Department staff met with USA Services of Florida, LLC (part of the City's responsible review) to ensure that they can meet all expectations and perform the services as stated within the ITB No. 004-25 at the rates provided within their bid submittal. Based on this meeting and all the information provided by the Bidder, Staff concluded that USA Services of Florida, LLC., was the lowest, responsible Bid(der).

Based on the foregoing information, the Engineering and Procurement Department is requesting authorization and approval of the following:

- Authorization and approval to execute an agreement between the City and USA Services of Florida, LLC., for Stormwater Infrastructure Inspection, Cleaning and Repair Services in accordance with ITB No. 004-25. This agreement would have an initial term of two (2) years, and the City reserves the right to extend the contract for three (3), additional one (1) year terms with mutual acceptance by Contractor.

- Authorization and approval to issue purchases/work authorization and process payments on an as needed basis to USA Services of Florida, LLC for Stormwater Infrastructure Inspection, Cleaning and Repair Services in accordance with ITB No. 004-25.

**Background:**

**Strategic Priorities: Planning for a Sustainable Future; Proactive and Responsive Asset Management.**

The City is in the process of mapping all its Stormwater Infrastructure. The City advertised ITB No. 004-25 to select a Contractor to assist the City in verifying, inspecting, cleaning and repair (as needed) of the City's pipes, culverts and outfalls ranging in sizes between 30 - 120 inches.

The scope of services includes inspecting City's stormwater culverts, pipes and outfalls for sediment, debris buildup and structural defects & anomalies, cleaning as directed by the City, and repairing as deemed necessary.

This item is now ready for City Council consideration.

**Funding:**

460-5200-538-4606

**Amount:**

See bid form contained within USA Services of Florida, LLC Bid Submittal.

**Finance Director/Budget Manager Recommendation:**

There is no financial impact for this item at this time.

However, the Stormwater Department budgeted $150,000 in FY2025 for an Inspection/Maintenance contract.

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**
Advertised Solicitation.pdf
2-USA Services of Florida, LLC. Submittal.PDF
1-Flotech Environmental, LLC. Submittal.pdf

# CITY OF PLANTATION

Plantation
the grass is greener®

# INVITATION TO BID

# ITB NO. 004-25

"**Stormwater Infrastructure Inspection, Cleaning and Repair Services**"- Term Contract

BID OPENING DATE: **January 21, 2025**

BID OPENING TIME: **11:00 AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

**BID REQUIREMENTS**

**PUBLIC CONSTRUCTION BOND SHALL BE REQUIRED FOR EACH TASK ORDER/PROJECTS $200,000.00 OR GREATER**

**5% BID BOND**

**LIQUIDATED DAMAGES – APPLICABLE**

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOELJOS

EMAIL: CMARMOELJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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**CITY OF PLANTATION**

**INVITATION TO BID**

**ITB NO. 004-25**

**STORMWATER INFRASTRUCTURE INSPECTION, CLEANING AND REPAIR SERVICES**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, JANUARY 21, 2025**. BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

THE CITY OF PLANTATION IS IN THE PROCESS OF MAPPING ALL ITS STORMWATER INFRASTRUCTURE. UNDER THIS TERM CONTRACT, THE CONTRACTOR SHALL ASSIST THE CITY IN VERIFYING, INSPECTING, CLEANING AND REPAIR (AS NEEDED) CITY'S PIPES, CULVERTS AND OUTFALLS RANGING IN SIZES BETWEEN 30 TO 120 INCHES.

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO CARLOS MARMOLEJOS, PROCUREMENT AGENT, 400 NW 73 AVENUE PLANTATION, FLORIDA. CARLOS MARMOLEJOS CAN BE REACHED AT 954-414-7842, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Stormwater Infrastructure Inspection, Cleaning and Repair Services**. The project will generally consist of, but is not limited to, the following:

- **The City of Plantation is in the process of mapping all its Stormwater Infrastructure. Under this term contract, the contractor shall assist the city in verifying, inspecting, cleaning and repair (as needed) of City's pipes, culverts and outfalls ranging in sizes between 30 to 120 inches.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening: January 21, 2025 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org .

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and

allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

~~A. The Affiant is an adult resident of the State of Florida.~~

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

_____ Witness

_____ Witness

Corporate Seal (Where appropriate)

_____ (Authorized Signature in Ink or Electronic)

_____ (Printed Name of Above Signer)

_____ (Printed Title of Above Signer)

_____ (Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

7.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All

work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

8.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF BID DOCUMENTS AND SITE

9.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

9.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

9.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

10. INTERPRETATIONS AND ADDENDA

10.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City.

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

10.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF BIDS

11.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

13. OPENING OF BIDS

13.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

14.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such

contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

15. INDEMNITY

15.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

15.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF BIDDERS

16.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

- Bidder must provide with three (3) references to demonstrate that they have successfully completed similar services, as specified in the Scope of Services.

- Bidder must comply with the Occupational Safety and Health Administration (OSHA) as well as, Commercial Diving Operations (CDO) Standards 29 CFR 1910 Subpart T.

- Bidders shall provide proof of commercial diving certifications, training, and safety data shall be provided upon request. For instance, Association of Diving Contractors International (ADCI).

16.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

16.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

17. BID SECURITY

17.1. **An original bid bond is required for this bid.**

The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

17.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

17.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

17.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

17.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

18.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

19. FINANCIAL CONSEQUENCES

19.1. That the following financial consequences will apply for failure to comply with the terms and conditions of this contract: If the City determines that the performance of the Contractor is unsatisfactory, the City may notify the Contractor of the deficiency to be corrected, which corrections shall be made within a time-frame specified by the City. The Contractor shall provide the City with a corrective action plan describing how the Contractor will address all issues of contract nonperformance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies or contract non-compliance. If the corrective action plan is unacceptable to the City the Contractor will be assessed a nonperformance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next

billing period. If the Contractor is unable to resolve the deficiency, the funds retained will forfeited.

20. SCHEDULE OF VALUES

20.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

21. CONTRACT TIMELINE

21.1 The initial contract term shall commence upon final execution of an agreement by the City, and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3), additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

22. PUBLIC CONSTRUCTION BOND(S)

22.1. Contractor may be required to ensure a Public Construction Bond equal to one hundred (100) percent of the authorized work if any project/task order should be $200,000.00 or greater. The unit pricing provided by the Contractor in the bid form shall include the bonding cost. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**SCOPE OF SERVICE**

**STORMWATER INFRASTRUCTURE INSPECTION, CLEANING AND REPAIR SERVICES – TERM CONTRACT**
**ITB No. 004-25**

**Purpose**

The City of Plantation is in the process of mapping all its Stormwater Infrastructure. Under this term contract, the contractor shall assist the City in verifying, inspecting, cleaning and repair (as needed) of City's pipes, culverts and outfalls ranging in sizes between 30 to 120 inches.

The City of Plantation is requesting bids, from qualified and certified Commercial Diving Contractors for the purpose of inspecting City's stormwater culverts, pipes and outfalls for sediment, debris buildup and structural defects & anomalies, cleaning as directed by the City, and repairing as deemed necessary. Contractor shall provide the required labor, material, equipment necessary to perform the required scope of services which includes but not limited to Inspection (written and video) of underwater structures and pipes, clean and dispose of material, repair of defective submerged structures and pipes, excavation of sediment, rocks, and debris from canals.

**Scope of Services:**

- Inspection, cleaning and repair shall be performed by diving crew with the necessary equipment, experience, and qualifications and must comply with OSHA (Occupational Safety and Health Administration) regulations for Commercial Diving Operations. O.S.H.A. Standards 29 CFR 1910 Subpart T, Commercial Divers Operations.

- Contractor shall provide clear and accurate video and written inspection report of stormwater structures and pipes. Report shall include but not limited to:

    - Location
    - Shape, material, size, and length
    - Structural defects and anomalies
    - Debris build up and sediments
    - Recommendation for repair as needed

- Contractor shall be responsible for cleaning pipes, culverts and outfalls as directed by the city. Cleaning refers to sediment removal to ensure that at least ninety-five percent (95%) of the pipe capacity is restored. To verify the result of the cleaning work, video inspection is included in this item at no extra charge.

- If pipe is connected to a stormwater structure the structure will be included in the cleaning of the pipe. The areas adjacent to the outfall and/or headwall where the debris and sediments are removed from the pipe will have the sediment removed 10 feet from the culvert leaving the area level with or below the bottom of the invert of the pipe, headwall, or outfall.

- Diving crew shall have the required training, expertise, and equipment to install/remove plugs, install/remove, pumps, and perform confined space entry tasks, the use of a vacuum truck, suction device, or other appliance for removal of sediment as approved by the City.

- Contractor shall provide proof of commercial diving certifications, training, and safety data shall be provided upon request. For example, Association of Diving Contractors International (ADCI) commercial diver certification card indicating the training level.

- Cleaning services can be classified as light, medium or heavy as follows:

    - **Light Cleaning** refers to cleaning activities that consists of 0-25% of pipe diameter. This item will be billed, at a minimum, in 10-foot increments and may be mixed with other types of cleaning.

    - **Medium Cleaning** refers to cleaning activities that consists of 25%- 50% of pipe diameter. This item will be billed, at a minimum, in 10-foot increments and may be mixed with other types of cleaning.

    - **Heavy Cleaning** refers to cleaning activities that consists 50% or more of pipe diameter and may include removal of masonry plugs, calcite/concrete deposits, removal of heavy root intrusions. This item will be billed, at a minimum, in 10-foot increments and may be mixed with other types of cleaning.

- Contractor shall keep on site at all times during its progress a competent supervisor who shall not be replaced without written notice to the City. The supervisor shall be able to communicate in English. The supervisor shall be the Contractor's representative and shall be able to act on behalf of the Contractor.

- Contractor is solely responsible for the appropriate, legal disposal of all waste associated with each project/task order. All sediment removed from the pipe, culverts and stormwater structures that are to be disposed of at an approved facility which will provide a load ticket for the disposal of the material. A copy of the original load ticket will be provided to the city. The cost of disposal is to be included in the cost of cleaning the pipe, culverts, and stormwater structures. Disposal fee shall be included in the cleaning price

- The Contractor is solely responsible for compliance with all relevant City, County, State and Federal rules regulations, and codes in regards to construction practices. The Contractor shall use equipment which is safe and maintained in good workable condition. The Contractor is solely responsible for obtaining field utility locations when digging is to be performed.

- Access to some waterways can be challenging. Contractor shall provide access plan for review by the city. No access shall be granted from private property prior to the approval of the city.

- The City will request proposal for each task order associated with this contract. Contractor shall respond within seven 7-business days and provide the city with written proposal and schedule for that task order. Proposal shall be in conformance with the approved bid form item 1 through 50. Additional services not specifically identified in any bid item will be billed in accordance with bid item 45 through 47.

- Bid item 48 through 50 shall be calculated by multiplying the subtotal of items 1 through 47 by the percentage allotted to that bid item. For example, mobilization bid item no 48 shall be calculated by multiplying the subtotal by 5%.

- The contractor shall be entitled for reimbursement of mobilization cost. Mobilization cost for each task order shall be billed under bid item no 48 and should not exceed 5% of the total price of each task order.

- Once work is authorized, the contractor shall provide the city of 48 hours -notice prior to commencing any work activities

- The Contractor is solely responsible for full compliance with the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, latest edition. Stormwater Pollution prevention plan should be billed according to bid item no. 49 and should not exceed 2% of the total price of each task order.

- Turbidity barriers are to be used in all waterways, canals and lakes where the flow of water containing sediment from the cleaning of the pipe flows into the waterway protecting it from contamination. The cost of the installation of the turbidity barrier is to be included in bid item no 49.

- The Contractor is solely responsible for temporary traffic control. The Contractor shall furnish all safety barricades, warning lights and other safety devices as may be necessary and appropriate to offer safe operational practices, and adequately protect the public. All traffic control implemented by the Contractor shall comply with the **"Manual on Uniform Traffic Control Devices"** standards. The Contractor is responsible for providing an approved Temporary Traffic Control Plan (TC) for each location where needed. This item will be billed according to bid item no. 50 and should not exceed 3% of the total price of each task order.

- Before the completion of any project/task order, the Contractor must reinstate, to original conditions or better, the project area affected by the operations. The Contractor is solely responsible for the appropriate, legal disposal of all waste associated with each project/task order.

- If conditions such as broken pipe and major blockages are found that will prevent proper cleaning, or where additional damage would result if cleaning is attempted or continued, the contractor, with the advance concurrence from the city, shall perform the necessary point repair(s), and then complete the cleaning. Point repair shall be billed using bid items 45 through 47.

- Contractor shall perform point repair as deemed necessary and as directed by the city. Repair may include but not limited to cutting, drilling, and repair of defective submerged structures and pipes. The cost for any material furnished by the contractor shall be based on contractor's wholesale price and billed at the contractor's cost, plus fifteen percent (15%). Markup on sales task is not permitted. A copy of any parts and material invoices shall be submitted to the city for review and approval.

- The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this contract shall be in good and proper working order.

- During and after completion of all work, the Contractor shall be responsible for all cleanups including but not limited to sweeping, cleaning and removal of loose material. Leftover or excessive material, debris, etc. must be completely removed from the work area and other affected areas at no expense to the City at the end of work. It shall be the Contractor's responsibility to protect any debris from obstructing or getting into any wastewater, water or stormwater conveyance system. If any grassed area is disturbed, it shall be promptly restored at the Contractor's expense.

- Cleanup shall be performed on a routine basis in order to facilitate the maintenance of all work areas. Any damage to public or private property resulting from improper or incomplete cleanup shall be the sole responsibility of the Contractor.

- Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City.

**Contract Term**

The initial contract term shall commence upon final execution of an agreement by the City, and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3), additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

## City of Plantation

## STORMWATER INFRASTRUCTURE INSPECTION, CLEANING AND REPAIR SERVICES

## Bid Form - ITB No. 004-25

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection. It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid. The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

**COMPANY NAME:** _____

| Item | Describtion | Unit | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|---|
| **Inspection** | | | | | |
| 1 | Inspection of: 30” Pipe | LF | 10,000.00 | | |
| 2 | Inspection of: 36” Pipe | LF | 5,000.00 | | |
| 3 | Inspection of: 42” Pipe | LF | 1,500.00 | | |
| 4 | Inspection of: 48” Pipe | LF | 1,500.00 | | |
| 5 | Inspection of: 54” Pipe | LF | 1,000.00 | | |
| 6 | Inspection of: 60” Pipe | LF | 5,000.00 | | |
| 7 | Inspection of: 66” Pipe | LF | 1,000.00 | | |
| 8 | Inspection of: 72” Pipe | LF | 1,500.00 | | |
| 9 | Inspection of: 84” Pipe | LF | 1,500.00 | | |
| 10 | Inspection of: 96” Pipe | LF | 1,000.00 | | |
| 11 | Inspection of108” Pipe | LF | 1,000.00 | | |
| 12 | Inspection of: 120” Pipe | LF | 1,000.00 | | |
| **Light Cleaning** | | | | | |
| 13 | Light Cleaning of: 30” Pipe | LF | 10,000.00 | | |
| 14 | Light Cleaning of: 36” Pipe | LF | 5,000.00 | | |
| 15 | Light Cleaning of: 42” Pipe | LF | 1,500.00 | | |
| 16 | Light Cleaning of: 48” Pipe | LF | 1,500.00 | | |
| 17 | Light Cleaning of: 54” Pipe | LF | 1,000.00 | | |
| 18 | Light Cleaning of: 60” Pipe | LF | 5,000.00 | | |
| 19 | Light Cleaning of: 66” Pipe | LF | 1,000.00 | | |
| 20 | Light Cleaning of: 72” Pipe | LF | 1,500.00 | | |
| 21 | Light Cleaning of: 84” Pipe | LF | 1,500.00 | | |
| 22 | Light Cleaning of: 96” Pipe | LF | 1,000.00 | | |
| 23 | Light Cleaning of: 108” Pipe | | 1,000.00 | | |
| 24 | Light Cleaning of: 120” Pipe | LF | 1,000.00 | | |

| Item | Describtion | Unit | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|---|
| **Meduim Cleaning** | | | | | |
| 25 | Meduim Cleaning of: 30” Pipe | LF | 10,000.00 | | |
| 26 | Meduim Cleaning of: 36” Pipe | LF | 5,000.00 | | |
| 27 | Meduim Cleaning of: 42” Pipe | LF | 1,500.00 | | |
| 28 | Meduim Cleaning of: 48” Pipe | LF | 1,500.00 | | |
| 29 | Meduim Cleaning of: 54” Pipe | LF | 1,000.00 | | |
| 30 | Meduim Cleaning of: 60” Pipe | LF | 5,000.00 | | |
| 31 | Meduim Cleaning of: 66” Pipe | LF | 1,000.00 | | |
| 32 | Meduim Cleaning of: 72” Pipe | LF | 1,500.00 | | |
| 33 | Meduim Cleaning of: 84” Pipe | LF | 1,500.00 | | |
| 34 | Meduim Cleaning of: 96” Pipe | LF | 1,000.00 | | |
| 35 | Meduim Cleaning of: 108” Pipe | LF | 1,000.00 | | |
| 36 | Meduim Cleaning of: 120” Pipe | LF | 1,000.00 | | |
| **Heavy Cleaning** | | | | | |
| 37 | Heavy Cleaning of: 30” Pipe | LF | 10,000.00 | | |
| 38 | Heavy Cleaning of: 36” Pipe | LF | 5,000.00 | | |
| 39 | Heavy Cleaning of: 42” Pipe | LF | 1,500.00 | | |
| 40 | Heavy Cleaning of: 48” Pipe | LF | 1,500.00 | | |
| 41 | Heavy Cleaning of: 54” Pipe | LF | 1,000.00 | | |
| 42 | Heavy Cleaning of: 60” Pipe | LF | 5,000.00 | | |
| 43 | Heavy Cleaning of: 66” Pipe | LF | 1,000.00 | | |
| 44 | Heavy Cleaning of: 72” Pipe | LF | 1,500.00 | | |
| 45 | Heavy Cleaning of: 84” Pipe | LF | 1,500.00 | | |
| 46 | Heavy Cleaning of: 96” Pipe | LF | 1,000.00 | | |
| 47 | Heavy Cleaning of: 108” Pipe | LF | 1,000.00 | | |
| 48 | Heavy Cleaning of: 120” Pipe | LF | 1,000.00 | | |
| **Additional Services** | | | | | |
| 45 | As needed Inspection Services | HR | 500.00 | | |
| 46 | As needed Cleaning Services | HR | 500.00 | | |
| 47 | As needed Repair Services | HR | 500.00 | | |
| **Subtotal** | | | | | **$** |
| **General Conditions** | | | | | |
| 48 | Mobilization/Demobilization | PCT | 5% | | |
| 49 | Stormwater Pollution Prevention | PCT | 2% | | |
| 50 | Temporary Traffic Control [TTC] | PCT | 3% | | |
| | | | | | |
| **TOTAL BID** | | | | **$** | |

**The City reserves the right to increase/decrease quantities.**

# GUARANTEE OF BID PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of_____, 2025

herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

_____.

Addenda Numbers Received:

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

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

   The correct name of the Bidder is: _____

   The address of the principal place of business is: _____

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

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

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

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

   _____

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

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

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

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

_____

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

_____

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

_____

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

_____

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

_____

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

_____

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

| | |
|---|---|
| _____ | _____ |
| Witness | (Authorized Signature in Ink) |
| _____ | _____ |
| Witness | (Printed Name of Above Signer) |
| | _____ |
| Corporate Seal (Where appropriate) | (Printed Title of Above Signer) |
| | _____ |
| | (Date Signed) |

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is_____ and its Federal Employer Identification Number (FEIN) is _____ . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20___, by _____, who is personally known to me or who has produced _____as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires: _____

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| | | | |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| | | | |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| | |

**Witnesses:**

_____

Typed name: _____

_____

Typed name: _____

**BIDDER:**

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

_____

NOTARY PUBLIC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

_____ _____
Signature Printed Name

_____ _____
Bidder Name Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| **DATE** | **CITY OF PLANTATION** |

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY)
12/12/2018

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

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

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | Agent CONTACT INFORMATION — NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name: _____ Date: _____**

**Base Bid Total: _____**

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Minority Business Enterprise (as defined FL Statutes 288.703):** Yes ☐ or No ☐

**Submitted Forms:**

☐ Bidders Certification

☐ Registered as a City of Plantation Vendor

☐ Bid Form

☐ Signed General Terms and Provisions

☐ Addendums (if any)

☐ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☐ References

☐ Public Entity Crimes Forms

☐ Drug Free Workplace Form

☐ Certificate of Insurance Requirements Form

☐ Qualification Statement

☐ Disclosure of Business Transaction, Relationship or Interest Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Signature: _____ Printed Name: _____

**Agreement**
**By and Between**
**City of Plantation**
**&**
**[CONTRACTOR'S NAME]**
**for**
**Stormwater Infrastructure Inspection, Cleaning and Repair Services**
**Agreement No. 004-25**

## 1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and [CONTRACTOR'S NAME], a [INSERT BUSINESS TYPE] with its principal place of business at [INSERT ADDRESS] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

## 2. RECITALS.

2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing the [INSERT SERVICE] to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Service

The City desires to engage the Contractor to provide [INSERT SERVICE]. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as Exhibit "A".

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Scope of Services, **Exhibit "B"** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit "C**" Front-End Documents, **Exhibit "D**" Insurance Requirements, **Exhibit "E"** Rates, **Exhibit "F"** General Terms and Conditions, **Exhibit "G"** Addenda.

2.3 Procurement

The City of Plantation electronically advertised an "Invitation to Bid" (ITB) for [INSERT SERVICE]
The City of Plantation received XXXX bid responses from Contractors stating they can perform/provide the aforementioned service.

The City of Plantation found Solitude [CONTRACTOR'S NAME] Name the lowest responsive, responsible bidder and presented the recommendation of approval to the City Council for execution of an agreement.

The City of Plantation City Council approved the execution of an agreement for [INSERT SERVICE] on Consent Agenda Item No. 3 on February 1, 2025.

**3. TERMS.**

3.1 Term.

A. The initial agreement period shall be for two (2) years, commencing _____ and expiring on _____. In addition, the City reserves the right to extend this Agreement for three (3) additional one (1) year renewal periods, provided the Contractor also agrees in writing to extension upon such terms (including compensation changes) as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement.

3.2 Responsibilities of Contractor.

A. Payment. Payment for work shall be authorized upon completion of all work specified in "Scope of Services" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

B. Contractor's Compensation. At the completion of services, the Contractor shall receive a compensation of the prices listed below and further specified in **Exhibit C**.

Rates:

| Description | Grand Total |
|---|---|
| Furnishing all labor, materials, and equipment necessary to perform all exotic/nuisance species control in the designated mitigation, wetlands and lake areas, as specified in the scope of services. | $.00 Annually |

C. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

D. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City

shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

E. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

F. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

G. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

H. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

I. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

J. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party.

Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed.

K. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

L. Financial Consequences. That the following financial consequences will apply for failure to comply with the terms and conditions of this contract: If the City determines that the performance of the Contractor is unsatisfactory, the City may notify the Contractor of the deficiency to be corrected, which corrections shall be made within a time-frame specified by the City. The Contractor shall provide the City with a corrective action plan describing how the Contractor will address all issues of contract nonperformance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies or contract non-compliance. If the corrective action plan is unacceptable to the City the Contractor will be assessed a nonperformance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to Exhibit "D". In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured

all insurance pursuant to Exhibit "D".

N. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and Subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

O. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

3.3 Termination of Agreement.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 3.6C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

3.4 Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for

its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5 General Provisions.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

**Contractor:**

_____
_____
_____
Email: _____

**City:**

Mayor Nick Sortal
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly.

ii. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

iii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment

from Contractor.

iv. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

v. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 3.6D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the

Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to

produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND [CONTRACTOR'S NAME] have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:
_____

_____
Typed name of Witness

Witness:
_____

_____
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of □ physical presence or □ online notarization, this____ day of _____, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. She is personally known to me or has produced _____ as identification.

My commission expires: _____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Contractor's Company Name
a Florida Limited Liability Company

By: _____
Contractor's Full Name, President

Witness:
_____

_____
Typed name of Witness

Witness:
_____

_____
Typed name of Witness

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, as _____, a Virginia Limited Liability Company, on behalf of the company. They are personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____
NOTARY PUBLIC

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener®

**CITY COUNCIL**
Louis Reinstein, President
Denise Horland, President Pro Tem
Erik Anderson
Jennifer Andreu
Timothy J. Fadgen

February 25, 2025

Rich Janofsky, District Sales Manager
USA Services of Florida, Inc.
4141 Rockside Rd Ste. 100
Seven Hills, OH 44131
Email: rjanofsky@sweepingcorp.com

REQUEST FOR CONFIRMATION AND VERIFICATION

Ref: ITB No. 004-25; Stormwater Infrastructure Inspection, Cleaning and Repair Services.

Dear Rich Janofsky:

Thank you for attending the meeting on February 24, 2025 to ensure that all the City's expectation with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

Question (s) were raised regarding diver's certification. In addition, the equipment list provided in your Bid submittal did not include diving equipment. In order to proceed with the review of your bid submission, the City requests the following information and confirmations:

1. Please confirm that USA Services of Florida, Inc. has reviewed and acknowledge the Scope of Services included in the Bid package.

   Yes__X__ No_____

2. Contractor can perform the work/services identified in the above subject ITB for the cost/rates provided in your bid.

   Yes__X__ No_____

3. Provide a list of the Subcontractor that may be used to conduct any Commercial diving activities including equipment.

4. Provide any additional information/documentation that supports Contractor's ability to successfully carry out the work/services mentioned in the above subject ITB.

Rich Janofsky — Print:
Rich Janofsky — Sign:
2/27/2025 — Date:

Kindly sign and return this letter within on or before February 27, 2025 @ 4:00pm. Failure to respond by the deadline may result in your bid submission being deemed non-responsive.

Note: Any information provided to the CITY from the CONTACTOR are hereby made part of the Bid/Contract Documents for the subject ITB, and shall be utilized to further review submitted bid submittals.

Respectfully,

Carlos Marmolejos, CPM, MSM
Procurement Agent
Email: cmarmolejos-rosario@plantation.org

Approval Date 02 / 25 / 2025

Ezzard C. Spencer, Jr.
Charles Spencer, Procurement Director

# CITY OF PLANTATION

Plantation
the grass is greener®

## INVITATION TO BID

## ITB NO. 004-25

**"Stormwater Infrastructure Inspection, Cleaning and Repair Services"**- Term Contract

BID OPENING DATE: **January 21, 2025**

BID OPENING TIME: **11:00 AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

**BID REQUIREMENTS**

**PUBLIC CONSTRUCTION BOND SHALL BE REQUIRED FOR EACH TASK ORDER/PROJECTS $200,000.00 OR GREATER**

**5%BIDBOND**

**LIQUIDATED DAMAGES–APPLICABLE**

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOELJOS

EMAIL: CMARMOELJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Plantation
the grass is greener

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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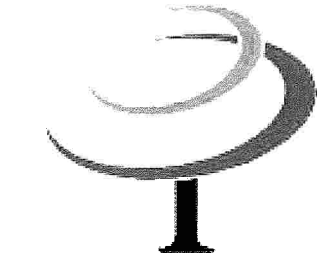


**CITY OF PLANTATION**

**INVITATION TO BID**

**ITB NO. 004-25**

**STORMWATER INFRASTRUCTURE INSPECTION, CLEANING AND REPAIR SERVICES**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, JANUARY 21, 2025.** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

THE CITY OF PLANTATION IS IN THE PROCESS OF MAPPING ALL ITS STORMWATER INFRASTRUCTURE. UNDER THIS TERM CONTRACT, THE CONTRACTOR SHALL ASSIST THE CITY IN VERIFYING, INSPECTING, CLEANING AND REPAIR (AS NEEDED) CITY'S PIPES, CULVERTS AND OUTFALLS RANGING IN SIZES BETWEEN 30 TO 120 INCHES.

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO CARLOS MARMOLEJOS, PROCUREMENT AGENT, 400 NW73 AVENUE PLANTATION, FLORIDA. CARLOS MARMOLEJOS CAN BE REACHED AT 954-414-7842, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Stormwater Infrastructure Inspection, Cleaning and Repair Services**. The project will generally consist of, but is not limited to, the following:

- **The City of Plantation is in the process of mapping all its Stormwater Infrastructure. Under this term contract, the contractor shall assist the city in verifying, inspecting, cleaning and repair (as needed) of City's pipes, culverts and outfalls ranging in sizes between 30 to 120 inches.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening: January 21, 2025 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org .

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and

allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

~~A. The Affiant is an adult resident of the State of Florida.~~

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

# GENERAL TERMS AND PROVISIONS

GENERAL TERMS AND PROVISIONS

**IN WITN ESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

(A uthorized Signature in InkorElectronic)

Witness

Patrick Bobo
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Secretary
(Printed Title of Above Signer)

1/16/2025
(Date Signed)

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2025, by Patrick Bobo, as Secretary for USA Services of Florida, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Katharine B Trent Beyerle

State of Florida at Large (Seal)

My commission expires: 12-11-2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

NOTARY PUBLIC STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

7.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All

work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

8.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF BID DOCUMENTS AND SITE

9.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

9.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

9.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

10. INTERPRETATIONS AND ADDENDA

10.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City.

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

10.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF BIDS

11.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

13. OPENING OF BIDS

13.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

14.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such

contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

15. INDEMNITY

15.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

15.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF BIDDERS

16.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

- Bidder must provide with three (3) references to demonstrate that they have successfully completed similar services, as specified in the Scope of Services.

- Bidder must comply with the Occupational Safety and Health Administration (OSHA) as well as, Commercial Diving Operations (CDO) Standards 29 CFR 1910 Subpart T.

- Bidders shall provide proof of commercial diving certifications, training, and safety data shall be provided upon request. For instance, Association of Diving Contractors International (ADCI).

16.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

16.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

17. BID SECURITY

17.1. **An original bid bond is required for this bid.**
The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

17.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

17.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

17.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

17.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

18.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

19. FINANCIAL CONSEQUENCES

19.1. That the following financial consequences will apply for failure to comply with the terms and conditions of this contract: If the City determines that the performance of the Contractor is unsatisfactory, the City may notify the Contractor of the deficiency to be corrected, which corrections shall be made within a time-frame specified by the City. The Contractor shall provide the City with a corrective action plan describing how the Contractor will address all issues of contract nonperformance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies or contract non-compliance. If the corrective action plan is unacceptable to the City the Contractor will be assessed a nonperformance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next

billing period. If the Contractor is unable to resolve the deficiency, the funds retained will forfeited.

20. SCHEDULE OF VALUES

20.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

21. CONTRACT TIMELINE

21.1 The initial contract term shall commence upon final execution of an agreement by the City, and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3), additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

22. PUBLIC CONSTRUCTION BOND(S)

22.1. Contractor may be required to ensure a Public Construction Bond equal to one hundred (100) percent of the authorized work if any project/task order should be $200,000.00 or greater. The unit pricing provided by the Contractor in the bid form shall include the bonding cost. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company.

**END OF SECTION**

# EXHIBIT "A"

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

## SCOPE OF SERVICE

## STORMWATER INFRASTRUCTURE INSPECTION, CLEANING AND REPAIR SERVICES – TERM CONTRACT
## ITB No. 004-25

**Purpose**

The City of Plantation is in the process of mapping all its Stormwater Infrastructure. Under this term contract, the contractor shall assist the City in verifying, inspecting, cleaning and repair (as needed) of City's pipes, culverts and outfalls ranging in sizes between 30 to 120 inches.

The City of Plantation is requesting bids, from qualified and certified Commercial Diving Contractors for the purpose of inspecting City's stormwater culverts, pipes and outfalls for sediment, debris buildup and structural defects & anomalies, cleaning as directed by the City, and repairing as deemed necessary. Contractor shall provide the required labor, material, equipment necessary to perform the required scope of services which includes but not limited to Inspection (written and video) of underwater structures and pipes, clean and dispose of material, repair of defective submerged structures and pipes, excavation of sediment, rocks, and debris from canals.

**Scope of Services:**

- Inspection, cleaning and repair shall be performed by diving crew with the necessary equipment, experience, and qualifications and must comply with OSHA (Occupational Safety and Health Administration) regulations for Commercial Diving Operations. O.S.H.A. Standards 29 CFR 1910 Subpart T, Commercial Divers Operations.

- Contractor shall provide clear and accurate video and written inspection report of stormwater structures and pipes. Report shall include but not limited to:

    - Location
    - Shape, material, size, and length
    - Structural defects and anomalies
    - Debris build up and sediments
    - Recommendation for repair as needed

- Contractor shall be responsible for cleaning pipes, culverts and outfalls as directed by the city. Cleaning refers to sediment removal to ensure that at least ninety-five percent (95%) of the pipe capacity is restored. To verify the result of the cleaning work, video inspection is included in this item at no extra charge.

- If pipe is connected to a stormwater structure the structure will be included in the cleaning of the pipe. The areas adjacent to the outfall and/or headwall where the debris and sediments are removed from the pipe will have the sediment removed 10 feet from the culvert leaving the area level with or below the bottom of the invert of the pipe, headwall, or outfall.

- Diving crew shall have the required training, expertise, and equipment to install/remove plugs, install/remove, pumps, and perform confined space entry tasks, the use of a vacuum truck, suction device, or other appliance for removal of sediment as approved by the City.

- Contractor shall provide proof of commercial diving certifications, training, and safety data shall be provided upon request. For example, Association of Diving Contractors International (ADCI) commercial diver certification card indicating the training level.

- Cleaning services can be classified as light, medium or heavy as follows:

    - **Light Cleaning** refers to cleaning activities that consists of 0-25% of pipe diameter. This item will be billed, at a minimum, in 10-foot increments and may be mixed with other types of cleaning.

    - **Medium Cleaning** refers to cleaning activities that consists of 25%- 50% of pipe diameter. This item will be billed, at a minimum, in 10-foot increments and may be mixed with other types of cleaning.

    - **Heavy Cleaning** refers to cleaning activities that consists 50% or more of pipe diameter and may include removal of masonry plugs, calcite/concrete deposits, removal of heavy root intrusions. This item will be billed, at a minimum, in 10-foot increments and may be mixed with other types of cleaning.

- Contractor shall keep on site at all times during its progress a competent supervisor who shall not be replaced without written notice to the City. The supervisor shall be able to communicate in English. The supervisor shall be the Contractor's representative and shall be able to act on behalf of the Contractor.

- Contractor is solely responsible for the appropriate, legal disposal of all waste associated with each project/task order. All sediment removed from the pipe, culverts and stormwater structures that are to be disposed of at an approved facility which will provide a load ticket for the disposal of the material. A copy of the original load ticket will be provided to the city. The cost of disposal is to be included in the cost of cleaning the pipe, culverts, and stormwater structures. Disposal fee shall be included in the cleaning price

- The Contractor is solely responsible for compliance with all relevant City, County, State and Federal rules regulations, and codes in regards to construction practices. The Contractor shall use equipment which is safe and maintained in good workable condition. The Contractor is solely responsible for obtaining field utility locations when digging is to be performed.

- Access to some waterways can be challenging. Contractor shall provide access plan for review by the city. No access shall be granted from private property prior to the approval of the city.

- The City will request proposal for each task order associated with this contract. Contractor shall respond within seven 7-business days and provide the city with written proposal and schedule for that task order. Proposal shall be in conformance with the approved bid form item 1 through 50. Additional services not specifically identified in any bid item will be billed in accordance with bid item 45 through 47.

- Bid item 48 through 50 shall be calculated by multiplying the subtotal of items 1 through 47 by the percentage allotted to that bid item. For example, mobilization bid item no 48 shall be calculated by multiplying the subtotal by 5%.

- The contractor shall be entitled for reimbursement of mobilization cost. Mobilization cost for each task order shall be billed under bid item no 48 and should not exceed 5% of the total price of each task order.

- Once work is authorized, the contractor shall provide the city of 48 hours -notice prior to commencing any work activities

- The Contractor is solely responsible for full compliance with the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, latest edition. Stormwater Pollution prevention plan should be billed according to bid item no. 49 and should not exceed 2% of the total price of each task order.

- Turbidity barriers are to be used in all waterways, canals and lakes where the flow of water containing sediment from the cleaning of the pipe flows into the waterway protecting it from contamination. The cost of the installation of the turbidity barrier is to be included in bid item no 49.

- The Contractor is solely responsible for temporary traffic control. The Contractor shall furnish all safety barricades, warning lights and other safety devices as may be necessary and appropriate to offer safe operational practices, and adequately protect the public. All traffic control implemented by the Contractor shall comply with the **"Manual on Uniform Traffic Control Devices"** standards. The Contractor is responsible for providing an approved Temporary Traffic Control Plan (TC) for each location where needed. This item will be billed according to bid item no. 50 and should not exceed 3% of the total price of each task order.

- Before the completion of any project/task order, the Contractor must reinstate, to original conditions or better, the project area affected by the operations. The Contractor is solely responsible for the appropriate, legal disposal of all waste associated with each project/task order.

- If conditions such as broken pipe and major blockages are found that will prevent proper cleaning, or where additional damage would result if cleaning is attempted or continued, the contractor, with the advance concurrence from the city, shall perform the necessary point repair(s), and then complete the cleaning. Point repair shall be billed using bid items 45 through 47.

- Contractor shall perform point repair as deemed necessary and as directed by the city. Repair may include but not limited to cutting, drilling, and repair of defective submerged structures and pipes. The cost for any material furnished by the contractor shall be based on contractor's wholesale price and billed at the contractor's cost, plus fifteen percent (15%). Markup on sales task is not permitted. A copy of any parts and material invoices shall be submitted to the city for review and approval.

- The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this contract shall be in good and proper working order.

- During and after completion of all work, the Contractor shall be responsible for all cleanups including but not limited to sweeping, cleaning and removal of loose material. Leftover or excessive material, debris, etc. must be completely removed from the work area and other affected areas at no expense to the City at the end of work. It shall be the Contractor's responsibility to protect any debris from obstructing or getting into any wastewater, water or stormwater conveyance system. If any grassed area is disturbed, it shall be promptly restored at the Contractor's expense.

- Cleanup shall be performed on a routine basis in order to facilitate the maintenance of all work areas. Any damage to public or private property resulting from improper or incomplete cleanup shall be the sole responsibility of the Contractor.

- Extreme care shall be taken to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City.

## Contract Term

The initial contract term shall commence upon final execution of an agreement by the City, and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3), additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

## City of Plantation

## STORMWATER INFRASTRUCTURE INSPECTION, CLEANING AND REPAIR SERVICES

## Bid Form - ITB No. 004-25

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be consider ed incomplete and subject to rejection. It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid. The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

COMPANY NAME: USA Services of Florida, LLC

| Item | Describtion | Unit | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | | **Inspection** | | | |
| 1 | Inspection of: 30" Pipe | LF | 10,000.00 | $2.00 | $20,000 |
| 2 | Inspection of: 36" Pipe | LF | 5,000.00 | $2.00 | $10,000 |
| 3 | Inspection of: 42" Pipe | LF | 1,500.00 | $2.00 | $3,000 |
| 4 | Inspection of: 48" Pipe | LF | 1,500.00 | $2.00 | $3,000 |
| 5 | Inspection of: 54" Pipe | LF | 1,000.00 | $2.00 | $2,000 |
| 6 | Inspection of: 60" Pipe | LF | 5,000.00 | $2.00 | $10,000 |
| 7 | Inspection of: 66" Pipe | LF | 1,000.00 | $2.00 | $2,000 |
| 8 | Inspection of: 72" Pipe | LF | 1,500.00 | $2.00 | $3,000 |
| 9 | Inspection of: 84" Pipe | LF | 1,500.00 | $3.00 | $4,500 |
| 10 | Inspection of: 96" Pipe | LF | 1,000.00 | $4.00 | $4,000 |
| 11 | Inspection of108" Pipe | LF | 1,000.00 | $5.00 | $5,000 |
| 12 | Inspection of: 120" Pipe | LF | 1,000.00 | $6.00 | $6,000 |
| | | **Light Cleaning** | | | |
| 13 | Light Cleaning of: 30" Pipe | LF | 10,000.00 | $3.00 | $30,000 |
| 14 | Light Cleaning of: 36" Pipe | LF | 5,000.00 | $3.50 | $17,500 |
| 15 | Light Cleaning of: 42" Pipe | LF | 1,500.00 | $4.00 | $6,000 |
| 16 | Light Cleaning of: 48" Pipe | LF | 1,500.00 | $4.50 | $6,750 |
| 17 | Light Cleaning of: 54" Pipe | LF | 1,000.00 | $5.50 | $5,500 |
| 18 | Light Cleaning of: 60" Pipe | LF | 5,000.00 | $7.00 | $35,000 |
| 19 | Light Cleaning of: 66" Pipe | LF | 1,000.00 | $9.00 | $9,000 |
| 20 | Light Cleaning of: 72" Pipe | LF | 1,500.00 | $11.00 | $16,500 |
| 21 | Light Cleaning of: 84" Pipe | LF | 1,500.00 | $12.00 | $18,000 |
| 22 | Light Cleaning of: 96" Pipe | LF | 1,000.00 | $13.00 | $13,000 |
| 23 | Light Cleaning of: 108" Pipe | | 1,000.00 | $14.00 | $14,000 |
| 24 | Light Cleaning of: 120" Pipe | LF | 1,000.00 | $15.00 | $15,000 |

| Item | Describtion | Unit | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|---|
| **Meduim Cleaning** | | | | | |
| 25 | Meduim Cleaning of: 30" Pipe | LF | 10,000.00 | $9.00 | $90,000 |
| 26 | Meduim Cleaning of: 36" Pipe | LF | 5,000.00 | $10.00 | $50,000 |
| 27 | Meduim Cleaning of: 42" Pipe | LF | 1,500.00 | $15.00 | $22,500 |
| 28 | Meduim Cleaning of: 48" Pipe | LF | 1,500.00 | $20.00 | $30,000 |
| 29 | Meduim Cleaning of: 54" Pipe | LF | 1,000.00 | $25.00 | $25,000 |
| 30 | Meduim Cleaning of: 60" Pipe | LF | 5,000.00 | $30.00 | $150,000 |
| 31 | Meduim Cleaning of: 66" Pipe | LF | 1,000.00 | $35.00 | $35,000 |
| 32 | Meduim Cleaning of: 72" Pipe | LF | 1,500.00 | $45.00 | $67,500 |
| 33 | Meduim Cleaning of: 84" Pipe | LF | 1,500.00 | $45.00 | $67,500 |
| 34 | Meduim Cleaning of: 96" Pipe | LF | 1,000.00 | $45.00 | $45,000 |
| 35 | Meduim Cleaning of: 108" Pipe | LF | 1,000.00 | $50.00 | $50,000 |
| 36 | Meduim Cleaning of: 120" Pipe | LF | 1,000.00 | $60.00 | $60,000 |
| **Heavy Cleaning** | | | | | |
| 37 | Heavy Cleaning of: 30" Pipe | LF | 10,000.00 | $20.00 | $200,000 |
| 38 | Heavy Cleaning of: 36" Pipe | LF | 5,000.00 | $25.00 | $125,000 |
| 39 | Heavy Cleaning of: 42" Pipe | LF | 1,500.00 | $30.00 | $45,000 |
| 40 | Heavy Cleaning of: 48" Pipe | LF | 1,500.00 | $25.00 | $37,500 |
| 41 | Heavy Cleaning of: 54" Pipe | LF | 1,000.00 | $40.00 | $40,000 |
| 42 | Heavy Cleaning of: 60" Pipe | LF | 5,000.00 | $45.00 | $225,000 |
| 43 | Heavy Cleaning of: 66" Pipe | LF | 1,000.00 | $50.00 | $50,000 |
| 44 | Heavy Cleaning of: 72" Pipe | LF | 1,500.00 | $65.00 | $97,500 |
| 45 | Heavy Cleaning of: 84" Pipe | LF | 1,500.00 | $85.00 | $127,500 |
| 46 | Heavy Cleaning of: 96" Pipe | LF | 1,000.00 | $95.00 | $95,000 |
| 47 | Heavy Cleaning of: 108" Pipe | LF | 1,000.00 | $110.00 | $110,000 |
| 48 | Heavy Cleaning of: 120" Pipe | LF | 1,000.00 | $125.00 | $125,000 |
| **Additional Services** | | | | | |
| 45 | As needed Inspection Services | HR | 500.00 | $175.00 | $87,500 |
| 46 | As needed Cleaning Services | HR | 500.00 | $275.00 | $137,500 |
| 47 | As needed Repair Services | HR | 500.00 | $750.00 | $375,000 |
| **Subtotal** | | | | | $ 2,828,750.00 |
| **General Conditions** | | | | | |
| 48 | Mobilization/Demobilization | PCT | 5% | $141,437.50 | |
| 49 | Stormwater Pollution Prevention | PCT | 2% | $ 56.575.00 | |
| 50 | Temporary Traffic Control [TTC] | PCT | 3% | $ 84,863.50 | |
| | | | | | |
| **TOTAL BID** | | | | $ 3,111,625.00 | |

**The City reserves the right to increase/decrease quantities.**

# GUARANTEE OF BID PROPOSAL

Name of Company: USA Services of Florida, LLC

Street Address: 4141 Rockside Rd Suite 100

| Seven Hills | OH | 44131 |
|---|---|---|
| City | State | Zip |

Mailing Address: Same As Above

Phone No.: 216-777-2750 Fax#: 216-777-2766

Email Address: bids@sweepingcorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☒ Yes ☐ No If yes, License #: 537412 Orange County BTR

State of Florida Corporation ID # (From Secretary of State): # L21000534921

Federal Employer Identification Number (FEIN): 59-2936530

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Patrick Bobo
(Printed Name of Above Signer)

Secretary
(Printed Title of Above Signer)

1/16/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Patrick Bobo, on this 16th, day of January, 2025

herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB NO. 004-25.

Addenda Numbers Received:

N/A

AUTHORIZED SIGNATURE: PBobo

PRINTED NAME OF ABOVE: Patrick Bobo

TITLE OF ABOVE: Secretary

COMPANY NAME: USA Services of Florida, LLC

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF N/A )

SS

COUNTY OF_____)

On this_____day of_____,20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ _____)

SS

COUNTY OF_____)

On this_____day of_____,20 ,before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF OHIO )

SS

COUNTY OF CUYAHOGA )

On this 16th day of January, 2025, before me, the undersigned authority, personally appeared Patrick Bobo, to me known to be the individual described in and who executed the foregoing instrument as Secretary of USA Services of Florida, LLC, a _____ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Bobo

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Katharine B. Trent Beyerle (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

NOTARY PUBLIC STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: USA Services of Florida, LLC

NAME: Patrick Bobo

ADDRESS: 4141 Rockside Rd, Suite 100, Seven Hills OH, 44131

TELEPHONE NO.: 216-777-2750

FAX NO.: 216-777-2766

EMAIL ADDRESS: bids@sweepingcorp.com

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

   The correct name of the Bidder is: USA Services of Florida, LLC

   The address of the principal place of business is: 4141 Rockside Rd, Suite 100, Seven Hills OH, 44131

   The business is a (Sole Proprietorship)____ (Partnership) ____ (Corporation) X (LLC)

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 2/8/1989
   b. State of Incorporation: Florida
   c. President's Name: Jonathan Sisler CEO
   d. Vice President's Name: Christopher Chiodo
   e. Secretary's Name: Patrick Bobo
   f. Treasurer's Name: Kelly Rich
   g. Name and address of Resident Agent: CT Corporation System
      1200 South Pine Island Rd.
      Plantation Fl, 33324

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

   a. Date of organization: □□□

   b. Name, address and ownership units of all partners: □□□

   c. State whether general or limited partnership: □□□

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

   □□□

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

6. How many years has your organization been in business under its present business name: 35

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

   □□□

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   □□□ □□□□□□□□d

8. Have you personally inspected the site(s) of the proposed work? (Y) □ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   □o

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    □o

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    □□□ □□□□□□□□d □□□□r□□□□□ □□o □□□□□□□□□□d o□□d □□□□ □□□o□

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

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

   a. Date of organization: □□□

   b. Name, address and ownership units of all partners: □□□

   c. State whether general or limited partnership: □□□

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

   □□□

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

6. How many years has your organization been in business under its present business name: 35

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

   □□□

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   □□□ □□□□□□□□d

8. Have you personally inspected the site(s) of the proposed work? (Y) □ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   □o

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    □o

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    □□□ □□□□□□□□d □□□□r□□□□□ □□o □□□□□□□□□□d o□□d □□□□ □□□o□

# QUALIFICATION STATEMENT

**IN WIT NESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

(Authorized Signature in Ink)

Witness

Patrick Bobo
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Secretary
(Printed Title of Above Signer)

1/16/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** USA Services of Florida, LLC

1. PROJECT: Bellville Road Widening Project No 21100 DATE: December 18, 2023

   LOCATION: Lowndes County, GA

   Lake Park Bellville Raod

OWNER REPRSENTATIVE: Name: Reames and Son Construction Company, Inc.

Title: Ben Nelson - Project Manager

Email: bnelson@reamesandson.com

2. PROJECT: E5V49-R0 DATE: January 2021

   LOCATION: Orange County and Seminole County

OWNER REPRSENTATIVE: Name: FDOT District 5

Title: Brahim Sahraoui - Maintenance Manager

Email: Brahim.sahraoui@dot.state.fl.us

3. PROJECT: E5X95 Project ID 444001-1-72-03 DATE: July 2022

   LOCATION: District Five Brevard County

   SR 5 / US 1, SR 520 & SR A1A

OWNER REPRSENTATIVE: Name: Crocs LLC

Title: John Fernandez - Owner

Email: jmfernandezkma@att.net

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for IFB #004-25.

2. This sworn statement is submitted by USA Servicesof Florida, LLC (entity submitting sworn statement), whose business address is 141 Rockside Rd, Suite 100, Seven Hills OH, 44131 and its Federal Employer Identification Number (FEIN) is 59-2936530. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Patrick Bobo (please print name of individual signing), and my relationship to the entity named above is Secretary.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

X _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

PBobo
_____
(Signature)

1/16/2025
_____
(Date)

STATEOF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 16th Day of January, 2025, by Patrick Bobo, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

NOTARY PUBLIC STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Katharine B Trent Beyerle
Notary Public, State at large
My Commission Expires: 12-11-2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL N/A | | | OFFICE/ POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

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## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART: N/A

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child ofthe reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 1/16/2025 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Colin Mahon
Typed name:

Typed name:

**BIDDER:**

By:
Name: Patrick Bobo
Title: Secretary

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (date) 2025 by Patrick Bobo who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

# DRUG-FREE WORKPLACE

## STATEMENT UNDER SECTION 287.087 FLORIDA STATUES

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

PBobo — Signature

PatrickBobo — Printed Name

USA Services of Florida, LLC — Bidder Name

1/16/25 — Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation"**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 I0 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 I0 0I-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

CONTRACTOR

1/16/2025

DATE

CITY OF PLANTATION

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY): 12/12/2018

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

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

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No):<br>Agent CONTACT INFORMATION / NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A:<br>INSURER B:<br>INSURERC:<br>INSURER D:<br>INSURER E: |

CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP-WAVIER OF SUBROGATION

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE- REQUIRED SIGNATURE |

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** USA Services of Florida, LLC **Date:** 1/16/2025

**Base Bid Total:** 3,111,625.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes☐ or No☒

**Minority Business Enterprise (as defined FL Statutes 288.703):** Yes☐ or No☒

**Submitted Forms:**

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Certificate of Insurance Requirements Form

☒ Disclosure of Business Transaction, Relationship or Interest Form

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☒ Bid Guarantee Form

☒ References

☒ Drug Free Workplace Form

☒ Qualification Statement

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Signature: PBobo Printed Name: Patrick Bobo

# AGREEMENT

**Agreement**
**By and Between**
**City of Plantation**
**&**
**[CONTRACTOR'S NAME]**
**for**
**Stormwater Infrastructure Inspection, Cleaning and Repair Services**
**Agreement No. 004-25**

## 1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and [CONTRACTOR'S NAME], a [INSERT BUSINESS TYPE] with its principal place of business at [INSERT ADDRESS] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

## 2. RECITALS.

### 2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing the [INSERT SERVICE] to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

### 2.2 Service

The City desires to engage the Contractor to provide [INSERT SERVICE]. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as Exhibit "A".

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Scope of Services, **Exhibit "B"** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit "C"** Front-End Documents, **Exhibit "D"** Insurance Requirements, **Exhibit "E"** Rates, **Exhibit "F"** General Terms and Conditions, **Exhibit "G"** Addenda.

### 2.3 Procurement

The City of Plantation electronically advertised an "Invitation to Bid" (ITB) for [INSERT SERVICE]

The City of Plantation received XXXX bid responses from Contractors stating they can perform/provide the aforementioned service.

The City of Plantation found Solitude [CONTRACTOR'S NAME] Name the lowest responsive, responsible bidder and presented the recommendation of approval to the City Council for execution of an agreement.

The City of Plantation City Council approved the execution of an agreement for [INSERT SERVICE] on Consent Agenda Item No. 3 on February 1, 2025.

**3. TERMS.**

3.1 Term.

A. The initial agreement period shall be for two (2) years, commencing _____ and expiring on _____. In addition, the City reserves the right to extend this Agreement for three (3) additional one (1) year renewal periods, provided the Contractor also agrees in writing to extension upon such terms (including compensation changes) as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement.

3.2 Responsibilities of Contractor.

A. Payment. Payment for work shall be authorized upon completion of all work specified in "Scope of Services" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

B. Contractor's Compensation. At the completion of services, the Contractor shall receive a compensation of the prices listed below and further specified in **Exhibit C**.

Rates:

| Description | Grand Total |
|---|---|
| Furnishing all labor, materials, and equipment necessary to perform all exotic/nuisance species control in the designated mitigation, wetlands and lake areas, as specified in the scope of services. | $.00 Annually |

C. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

D. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City

shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

E. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

F. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

G. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

H. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

I. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

J. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party.

Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed.

K. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

L. Financial Consequences. That the following financial consequences will apply for failure to comply with the terms and conditions of this contract: If the City determines that the performance of the Contractor is unsatisfactory, the City may notify the Contractor of the deficiency to be corrected, which corrections shall be made within a time-frame specified by the City. The Contractor shall provide the City with a corrective action plan describing how the Contractor will address all issues of contract nonperformance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies or contract non-compliance. If the corrective action plan is unacceptable to the City the Contractor will be assessed a nonperformance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to Exhibit "D". In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured

all insurance pursuant to Exhibit "D".

N. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and Subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

O. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

3.3 Termination of Agreement.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 3.6C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

3.4 Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for

its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5 General Provisions.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

**Contractor:**

_____

_____

_____

Email: _____

**City:**

Mayor Nick Sortal
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly.

ii. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

iii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment

from Contractor.

iv. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

v. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 3.6D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff., defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the

Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interestshall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to

produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND [CONTRACTOR'S NAME] have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed name of Witness

Witness:

_____

_____
Typed name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of □ physical presence or □ online notarization, this____ day of _____, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. She is personally known to me or has produced _____ as identification.

My commission expires: _____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Contractor's Company Name
a Florida Limited Liability Company

By: _____
Contractor's Full Name, President

Witness:
_____

_____
Typed name of Witness

Witness:
_____

_____
Typed name of Witness

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, as _____, a Virginia Limited Liability Company, on behalf of the company. They are personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____
NOTARY PUBLIC

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*

USA Services of Florida, LLC
4141 Rockside Road. #100
Seven Hills, OH 44131

**OWNER:**
*(Name, legal status and address)*
City of Plantation
400 Northwest 73rd Avenue
Plantation, FL 33317

**SURETY:**
*(Name, legal status and principal place of business)*
Ascot Surety & Casualty Company
55 W. 46th St., 26th Fl.
New York, NY 10036
**Mailing Address for Notices**
1411 Opus Place
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** $ 5% Five Percent of Amount Bid

**PROJECT:**
*(Name, location or address, and Project number, if any)*
Stormwater, Infrastructure Inspection, Cleaning and Repair Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of January, 2025

*(Witness)*

USA Services of Florida, LLC
*(Principal)* *(Seal)*

By: _____
*(Title)*

*(Witness)* Christine Marotta

Ascot Surety & Casualty Company
*(Surety)* *(Seal)*

By: _____
*(Title)* James I. Moore Attorney-in-Fact

ASCOT SURETY & CASUALTY COMPANY CORPORATE SEAL 2021 COLORADO

S-0054/AS 8/10

**STATE OF ILLINOIS**

**COUNTY OF DUPAGE}**

On JAN 2 2 2025, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Ascot Surety & Casualty Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Lisa Marotta, Notary Public

Commission No.946275

LISA MAROTTA
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
February 07, 2026

Ascot Surety & Casualty Company
Ascot Insurance Company
55 W 46th Street, 26th Floor
New York, NY 10036

# Power of Attorney

**KNOW ALL MEN BY THE PRESENTS:**
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Kelly A. Gardner, Martin Moss, Amy Wickett and Stasha King

of Downers Grove, IL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

**Any such obligations in the United States not to exceed $50,000,000.00.**

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD ) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
*NOTARY PUBLIC*
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Companies, this 22nd day of January, 2025.

ASCOT SURETY & CASUALTY COMPANY
A SCOT INSURANCE COMPANY

John Gill, Secretary

All Claims Notices should be sent to Ascot Surety & Casualty Company 55 W 46th St, 26th Floor, New York NY 10036: Attention Surety Claims suretyclaims@ascotgroup.com

**Key Contacts:**

- **District Manager – Al Bragg**
  - Abragg@sweepingcorp.com
  - 813.499.7399

- **Branch Manager – Greg Culbreth**
  - gculbreth@sweepingcorp.com
  - 407.462.3551

- **Jet Vac Operations Supervisor – Dawn Piecyk**
  - dpiecyk@sweepingcorp.com
  - 386.216.8058

- **Senior Lead – Robert Mercer**
  - rmercer@sweepingcorp.com
  - 407.923.7940

**Operational Team**

*Of the following team members,* ***Greg Culbreth*** *will be the key contact for the day-to-day administration of this project. These team members will be responsible for the daily functioning of the project and ensuring that all sweeping services are being performed to the complete satisfaction of the city.*

**Greg Culbreth – Branch Manager**

Greg has over 3 years of leadership and project management experience within street sweeping operations. He has a proven track record of customer service and sales, as well as strong leadership skills. Greg leads with passion, communicating the vision and culture of the organization, recognizes employees for great work, empowers employees, and develops ideas as a team. Greg is a results driven individual.

- Honesty and integrity
- Excellent concern/resolution skills
- Commitment and passion
- Ownership/Accountability

**Dawn Piecyk – Jet Vac Operations Supervisor**

Dawn offers a strong support for jet vac operations out of the Orlando office. Dawn has 10+ years of experience in the Jet Vac Industry. She is an important asset of the operational team and the primary contact for all job site information pertaining to jet vac.

- Strong organization skills
- Active communication with clients

**Robert Mercer – Senior Lead**
Robert is one of our lead guys and has 5+ years of jet vac knowledge along with experience. Roberts has a significant role in maintaining the safety of our employees while onsite and preventing obstacles from occurring.

- Vast experience in Jet Vac Industry
- Leadership experience

**Support Team**
*The following team members will provide ongoing support to the operational team and remain ready and available to answer the Client's requests if needed.*

**2024 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT**

**FILED**
**Sep 23, 2024**
**Secretary of State**
**3571567934CC**

DOCUMENT# L21000534708

**Entity Name:** USA SERVICES OF FLORIDA, LLC

**Current Principal Place of Business:**

448 SPRING HAMMOCK CT
LONGWOOD, FL 32750

**Current Mailing Address:**

4141 ROCKSIDE ROAD
SUITE 100
SEVEN HILLS, OH 44131 US

**FEI Number: 59-2936530**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Authorized Person(s) Detail :**

| | |
|---|---|
| Title | CEO |
| Name | SISLER, JONATHAN |
| Address | 4141 ROCKSIDE RD., #100 |
| City-State-Zip: | CLEVELAND OH 44131 |

| | |
|---|---|
| Title | SECRETARY |
| Name | BOBO, PATRICK |
| Address | 4141 ROCKSIDE ROAD<br>SUITE 100 |
| City-State-Zip: | SEVEN HILLS OH 44131 |

| | |
|---|---|
| Title | COO |
| Name | KESSELRING, GERRY |
| Address | 4141 ROCKSIDE ROAD<br>SUITE 100 |
| City-State-Zip: | SEVEN HILLS OH 44131 |

| | |
|---|---|
| Title | CPO |
| Name | KIMBERLAND, RONI |
| Address | 4141 ROCKSIDE ROAD<br>STE 100 |
| City-State-Zip: | SEVEN HILLS OH 44131 |

| | |
|---|---|
| Title | TREASURER |
| Name | RICH, KELLY |
| Address | 4141 ROCKSIDE RD., #100 |
| City-State-Zip: | CLEVELAND OH 44131 |

| | |
|---|---|
| Title | REGIONAL VICE PRESIDENT |
| Name | CHIODO, CHRISTOPHER |
| Address | 4141 ROCKSIDE ROAD<br>SUITE 100 |
| City-State-Zip: | SEVEN HILLS OH 44131 |

| | |
|---|---|
| Title | CSO |
| Name | SOULIERE, JEAN |
| Address | 4141 ROCKSIDE ROAD<br>STE 100 |
| City-State-Zip: | SEVEN HILLS OH 44131 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: PATRICK BOBO SECRETARY 09/23/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

# *State of Florida*
## *Department of State*

I certify from the records of this office that USA SERVICES OF FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 29, 2021, effective February 8, 1989.

The document number of this limited liability company is L21000534708.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on September 23, 2024, and that its status is active.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2025***




***Secretary of State***

**Tracking Number: 2558997643CU**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

**Tax Collector Scott Randolph** **Local Business Tax Receipt** **Orange County, Florida**

**2024** **EXPIRES 9/30/2025** 3100-0537412

3100 STREETSWEEPING $30.00 5 EMPLOYEES

| | |
|---|---|
| TOTAL TAX | $30.00 |
| PENALTIES | $3.00 |
| PREVIOUSLY PAID | $33.00 |
| TOTAL DUE | $0.00 |

USA SERVICES OF FLORIDA LLC

USA SERVICES OF FLORIDA INC
USA SERVICES OF FLORIDA LLC
448 SPRING HAMMOCK CT
LONGWOOD FL 32750

MOBILE FROM SEMINOLE (MOBILE)
X - OUT OF COUNTY, 00000

PAID: $33.00 0098-01194455 10/21/2024

**Tax Collector Scott Randolph** **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

**2024** **EXPIRES 9/30/2025** 3100-0537412

3100 STREET SWEEPING $30.00 5 EMPLOYEES

| | |
|---|---|
| TOTAL TAX | $30.00 |
| PENALTIES | $3.00 |
| PREVIOUSLY PAID | $33.00 |
| TOTAL DUE | $0.00 |

USA SERVICES OF FLORIDA LLC

USA SERVICES OF FLORIDA INC
USA SERVICES OF FLORIDA LLC
448 SPRING HAMMOCK CT
LONGWOOD FL 32750

MOBILE FROM SEMINOLE (MOBILE)
X - OUT OF COUNTY, 00000

PAID: $33.00 0098-01194455 10/21/2024

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA •

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

# EQUIPMENT LIST

| Asset Type | VIN/Serial | Year Model | Chassis Manufacturer | Chassis Model |
|---|---|---|---|---|
| Jet-Vac Fan Truck | 2NPRLZ0X67M738021 | 2007 | Peterbilt | Gapvax MC1510 |
| Jet-Vac PD | 5KKHAXDV4DPFF1976 | 2013 | Western Star | 4700SB |
| Jet-Vac PD | 5KKHAXDV4JLJV8788 | 2018 | Western Star | 4700SB |
| Jet-Vac PD | 5KKHAXDV2JLJV8787 | 2018 | Western Star | 4700SB |
| Jet-Vac PD | 1NKDLK0X7KR223506 | 2019 | Kenworth | T800 |
| Jet-Vac PD | 5KKHAVDV9LPKW4329 | 2020 | Western Star | 4700SF |
| Camera Truck | 1FDRF3H68FEC30098 | 2015 | Ford | F350 |
| Camera Truck | 1FDUF4GN0LED96670 | 2020 | Ford | F-450 |
| Camera Truck | 1FTRS4XG9LKB00392 | 2020 | Ford | Transit |

**We currently have 6 JetVac Trucks and 3 Camera Trucks. Please find the attached Files which are registrations proving ownership. Please also reference the attached pictures of our equipment**

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

CONTRACTOR

1/16/2025

DATE

CITY OF PLANTATION

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

PBobo — Signature

PatrickBobo — Printed Name

USA Services of Florida, LLC — Bidder Name

1/16/25 — Date

# GENERAL TERMS AND PROVISIONS

GENERAL TERMS AND PROVISIONS

**IN WITN ESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

(A uthorized Signature in InkorElectronic)

Witness

Patrick Bobo
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Secretary
(Printed Title of Above Signer)

1/16/2025
(Date Signed)

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2025, by Patrick Bobo, as Secretary for USA Services of Florida, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Katharine B Trent Beyerle

State of Florida at Large (Seal)

My commission expires: 12-11-2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

NOTARY PUBLIC STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Colin Mahon
Typed name:

Typed name:

**BIDDER:**

By:
Name: Patrick Bobo
Title: Secretary

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (date) 2025 by Patrick Bobo who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** USA Services of Florida, LLC **Date:** 1/16/2025

**Base Bid Total:** 3,111,625.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes☐ or No☒

**Minority Business Enterprise (as defined FL Statutes 288.703):** Yes☐ or No☒

**Submitted Forms:**

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Certificate of Insurance Requirements Form

☒ Disclosure of Business Transaction, Relationship or Interest Form

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☒ Bid Guarantee Form

☒ References

☒ Drug Free Workplace Form

☒ Qualification Statement

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Signature: PBobo Printed Name: Patrick Bobo

# GUARANTEE OF BID PROPOSAL

Name of Company: USA Services of Florida, LLC

Street Address: 4141 Rockside Rd Suite 100

| Seven Hills | OH | 44131 |
|---|---|---|
| City | State | Zip |

Mailing Address: Same As Above

Phone No.: 216-777-2750 Fax#: 216-777-2766

Email Address: bids@sweepingcorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☒ Yes ☐ No If yes, License #: 537412 Orange County BTR

State of Florida Corporation ID # (From Secretary of State): # L21000534921

Federal Employer Identification Number (FEIN): 59-2936530

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Patrick Bobo
(Printed Name of Above Signer)

Secretary
(Printed Title of Above Signer)

1/16/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for IFB #004-25.

2. This sworn statement is submitted by USA Servicesof Florida, LLC (entity submitting sworn statement), whose business address is 141 Rockside Rd, Suite 100, Seven Hills OH, 44131 and its Federal Employer Identification Number (FEIN) is 59-2936530. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Patrick Bobo (please print name of individual signing), and my relationship to the entity named above is Secretary.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

X _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

PBobo
_____
(Signature)

1/16/2025
_____
(Date)

STATEOF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 16th Day of January, 2025, by Patrick Bobo, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

NOTARY PUBLIC STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Comm. Expires December 11, 2027

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Katharine B Trent Beyerle
Notary Public, State at large
My Commission Expires: 12-11-2027

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Patrick Bobo, on this 16th, day of January, 2025

herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB NO. 004-25.

Addenda Numbers Received:

N/A

AUTHORIZED SIGNATURE: PBobo

PRINTED NAME OF ABOVE: Patrick Bobo

TITLE OF ABOVE: Secretary

COMPANY NAME: USA Services of Florida, LLC

# Document A310™ – 2010

**Conforms with The American Institute of Architects AIA Document 310**

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

USA Services of Florida, LLC
4141 Rockside Road. #100
Seven Hills, OH 44131

**OWNER:**
*(Name, legal status and address)*
City of Plantation
400 Northwest 73rd Avenue
Plantation, FL 33317

**SURETY:**
*(Name, legal status and principal place of business)*
Ascot Surety & Casualty Company
55 W. 46th St., 26th Fl.
New York, NY 10036
**Mailing Address for Notices**
1411 Opus Place
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** $ 5% Five Percent of Amount Bid

**PROJECT:**
*(Name, location or address, and Project number, if any)*
Stormwater, Infrastructure Inspection, Cleaning and Repair Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of January, 2025

*(Witness)*

USA Services of Florida, LLC
*(Principal)* *(Seal)*

By:
*(Title)*

*(Witness)* Christine Marotta

Ascot Surety & Casualty Company
*(Surety)* *(Seal)*

By:
*(Title)* James I. Moore Attorney-in-Fact

ASCOT SURETY & CASUALTY COMPANY CORPORATE SEAL 2021 COLORADO

S-0054/AS 8/10

**STATE OF ILLINOIS**

**COUNTY OF DUPAGE}**

On JAN 22 2025, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Ascot Surety & Casualty Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Lisa Marotta, Notary Public

Commission No.946275

LISA MAROTTA
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
February 07, 2026

**Ascot Surety & Casualty Company**
**Ascot Insurance Company**
55 W 46th Street, 26th Floor
New York, NY 10036

# Power of Attorney

**KNOW ALL MEN BY THE PRESENTS:**
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Kelly A. Gardner, Martin Moss, Amy Wickett and Stasha King

of Downers Grove, IL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

**Any such obligations in the United States not to exceed $50,000,000.00.**

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD ) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
*NOTARY PUBLIC*
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Companies, this 22nd day of January, 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

All Claims Notices should be sent to Ascot Surety & Casualty Company 55 W 46th St, 26th Floor, New York NY 10036: Attention Surety Claims suretyclaims@ascotgroup.com

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2023

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

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

| | |
|---|---|
| **PRODUCER**<br>HUB International Midwest Limited<br>1411 Opus Place, Suite 450<br>Downers Grove IL 60515 | **CONTACT NAME:** CSU Construction<br>**PHONE (A/C, No, Ext):** 630-468-5600 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** CSUConstruction@hubinternational.com |
| **INSURED** SWEECOR-01<br>USA Services of Florida, LLC<br>4141 Rockside Road, Suite 100<br>Seven Hills OH 44131 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Hartford Fire Insurance Company — 19682<br>**INSURER B :** Navigators Specialty Insurance Company — 36056<br>**INSURER C :** Axis Surplus Insurance Company — 26620<br>**INSURER D :** Safety National Casualty Corporation — 15105<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1513459640 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| D | X **COMMERCIAL GENERAL LIABILITY** | | | GL6676535 | 6/1/2023 | 6/1/2024 | EACH OCCURRENCE | $ 2,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Contractual Liab | | | | | | MED EXP (Any one person) | $ 5,000 |
| | X XCU Cov Incl | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| D | **AUTOMOBILE LIABILITY** | | | CA6676536 | 6/1/2023 | 6/1/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | [ ] **UMBRELLA LIAB** [X] OCCUR | | | P-001-000882635 | 6/1/2023 | 6/1/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | X **EXCESS LIAB** [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | [ ] DED [X] RETENTION $ 0 | | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | LDS4068227 | 6/1/2023 | 6/1/2024 | X PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Leased & Rented Equipment | | | 83MS AG3307 | 6/1/2023 | 6/1/2024 | Limit: | $100,000 |
| B | Pollution Liability | | | CH23ECPZ01ECGIC | 6/1/2023 | 6/1/2024 | Each Incident/Ded: | $1,000,000/$10,000 |
| D | Stop Gap Liability - OH | | | GL6676535 | 6/1/2023 | 6/1/2024 | Limit: | $1,000,000 |

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

Proof of Insurance.

**CERTIFICATE HOLDER**

**SAMPLE**

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

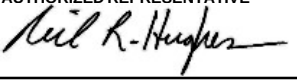

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Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by FEI/EIN Number

Florida Limited Liability Company
USA SERVICES OF FLORIDA, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L21000534708 |
| **FEI/EIN Number** | 59-2936530 |
| **Date Filed** | 12/29/2021 |
| **Effective Date** | 02/08/1989 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | LC STMNT OF AUTHORITY 21 |
| **Event Date Filed** | 02/09/2024 |
| **Event Effective Date** | 12/30/2021 |

**Principal Address**

448 SPRING HAMMOCK CT
LONGWOOD, FL 32750

**Mailing Address**

4141 Rockside Road
Suite 100
Seven Hills, OH 44131

Changed: 01/21/2022

**Registered Agent Name & Address**

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

**Authorized Person(s) Detail**

**Name & Address**

Title CEO

Sisler, Jonathan
4141 ROCKSIDE RD., #100
CLEVELAND, OH 44131

Title Treasurer

Rich, Kelly
4141 ROCKSIDE RD., #100
CLEVELAND, OH 44131

Title Secretary

Bobo, Patrick
4141 Rockside Road
Suite 100
Seven Hills, OH 44131

Title Regional Vice President

Chiodo, Christopher
4141 Rockside Road
Suite 100
Seven Hills, OH 44131

Title COO

Kesselring, Gerry
4141 Rockside Road
Suite 100
Seven Hills, OH 44131

Title CSO

Souliere, Jean
4141 Rockside Road
Ste 100
Seven Hills, OH 44131

Title CPO

Kimberland, Roni
4141 Rockside Road
Ste 100
Seven Hills, OH 44131

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2023 | 01/16/2023 |
| 2024 | 01/26/2024 |
| 2024 | 09/23/2024 |

**Document Images**

| | |
|---|---|
| 09/23/2024 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/09/2024 -- CORLCAUTH | View image in PDF format |
| 01/26/2024 -- ANNUAL REPORT | View image in PDF format |
| 08/02/2023 -- AMENDED ANNUAL REPORT | View image in PDF format |

| | |
|---|---|
| 01/16/2023 -- ANNUAL REPORT | View image in PDF format |
| 12/05/2022 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 06/09/2022 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/21/2022 -- ANNUAL REPORT | View image in PDF format |
| 12/29/2021 -- Florida Limited Liability | View image in PDF format |

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener®

**CITY COUNCIL**
Louis Reinstein, President
Denise Horland, President Pro Tem
Erik Anderson
Jennifer Andreu
Timothy J. Fadgen

January 28, 2025

Jose L. Ferre, Chairman
Flotech Environmental, LLC.
657 South Dr. Ste. 401
Miami Springs, FL 33166
Email: joef@flotechllc.com

REQUEST FOR CONFIRMATION AND VERIFICATION

Ref: ITB No. 004-25; Stormwater Infrastructure Inspection, Cleaning and Repair Services.

Dear Jose Ferre:

Thank you for attending the meeting on January 27, 2025 to ensure that all the City's expectation with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

Some question(s) were raised regarding pre and post inspections and how they would be charged. Upon reviewing the Scope of Services, we have confirmed that the "Post Inspection" is included in the Cleaning Service at no additional charge. Please find a copy of the Scope of Services attached for your reference. To proceed with the review of your bid submission, the City requests the following information and confirmations:

1. Please confirm that Flotech Environmental, LLC. has reviewed and acknowledge that the above-mentioned Scope of Services statement is included in the Bid package.

   Yes ✓ No_____

2. Contractor can perform the work/services identified in the above subject ITB for the cost/rates provided in your bid.

   Yes_____ No ✓

3. Provide a list of the Subcontractor that may be used to conduct any Commercial diving activities.

4. Provide any additional information/documentation that supports Contractor's ability to successfully carry out the work/services mentioned in the above subject ITB.

Jose L. Ferre — Print:
Sign:
01/30/2025 — Date:

Kindly sign and return this letter within on or before January 30, 2025 @ 4:00pm. Failure to respond by the deadline may result in your bid submission being deemed non-responsive.

Note: Any information provided to the CITY from the CONTACTOR are hereby made part of the Bid/Contract Documents for the subject ITB, and shall be utilized to further review submitted bid submittals.

Respectfully,

Carlos Marmolejos, CPM, MSM
Procurement Agent
Email: cmarmolejos-rosario@plantation.org

Approval Date 1/28/2025
Ezzard C. Spencer Jr
Charles Spencer, Procurement Director

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jose L. Ferre, on this 15, day of January, 2025

herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

004-25; Stormwater Infrastructure Inspection, Cleaning and Repair Services.

Addenda Numbers Received:

N/A

AUTHORIZED SIGNATURE:

PRINTED NAME OF ABOVE: Jose L. Ferre

TITLE OF ABOVE: Managing Member

COMPANY NAME: Flotech Environmental, LLC

# BID BOND

**TO BE RETURNED WITH BID** **BID BOND** Bond No.Bid Bond

CONTRACTOR:
Name FloTech Environmental, LLC
Legal status Limited Liability Company
Address
657 South Drive, Suite 401
Miami Springs, FL 33166

SURETY:
Name United States Fire Insurance Company
Legal status Corporation
Principal place of business
305 Madison Avenue
Morristown, NJ 07960

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount Bid 5%

PROJECT: Stormwater Infrastructure Inspection, Cleaning and Repair Services

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: January 21 , 2025 .

FloTech Environmental, LLC

By: _____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Charles J. Nielson

United States Fire Insurance Company
(Name of Surety)

Now, therefore, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Obligee, and furnish insurance coverages to Obligee as required by the Contract Documents, then this obligation shall be null and void, otherwise Surety shall pay over to the Obligee immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Obligee may accept the Bid of the Principal and said Surety does not hereby waive notice of any such extension.

**POWER OF ATTORNEY**
**UNITED STATES FIRE INSURANCE COMPANY**
**PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**00927**

**KNOW ALL MEN BY THESE PRESENTS**: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

***Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,***
***Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci***

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of January 20 25

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 15 day of JANUARY, 2025, before me, the undersigned authority, personally appeared JOSE L. FERRO, to me known to be the individual described in and who executed the foregoing instrument as MNGMBR of FLOTECHENVIRONMENTAL a Florida company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Yinet Quintana (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

Client#: 1924855 FLOTEENV

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2025

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

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

| PRODUCER | CONTACT NAME: Laura W. or Yomie G. |
|---|---|
| USI Insurance Services, LLC/CL<br>201 Alhambra Circle, Suite 900<br>Coral Gables, FL 33134-5108<br>305 669-6000 | PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No):<br>E-MAIL ADDRESS: yomie.gutierrez@usi.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Ironshore Specialty Insurance Co | 25445 |
| INSURER B : Hamilton Insurance | 17178 |
| INSURER C : Federal Insurance Company | 20281 |
| INSURER D : Travelers Property Cas. Co. of America | 25674 |
| INSURER E : | |
| INSURER F : | |

INSURED
Flotech Environmental, LLC
657 South Dr Ste 401
Miami, FL 33166

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | IEPUW0031131600 | 09/08/2024 | 09/08/2025 | EACH OCCURRENCE | $2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $500,000 |
| | X BI/PD Ded: $25,000 | | | | | | MED EXP (Any one person) | $25,000 |
| | | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $4,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $4,000,000 |
| | OTHER: | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | X | X | 54326340 | 09/08/2024 | 09/08/2025 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | UMBRELLA LIAB X OCCUR | X | X | ENVXSS463737 | 09/08/2024 | 09/08/2025 | EACH OCCURRENCE | $4,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $4,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | X | 54326341 | 09/08/2024 | 09/08/2025 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N / A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | Pollution Liab | X | | IEPUW0031131600 | 09/08/2024 | 09/08/2025 | $2,000,000 each Occ | |
| A | Professional Liab | | | IEPUW0031131600 | 09/08/2024 | 09/08/2025 | 2,000,000 each Incident | |
| D | CE-Inland Marine | | | QT6607S257039TIL | 09/08/2024 | 09/08/2025 | $250,000 Leased/Rented | |

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

**The General Liability, Automobile Liability, Excess Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability, Automobile Liability policies contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile**
**(See Attached Descriptions)**

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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## DESCRIPTIONS (Continued from Page 1)

**Liability, Excess Liability, Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability, Automobile Liability, Workers Compensation policies includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.**

IRONSHORE
A Liberty Mutual Company

**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**Endorsement #**

**Policy Number:** IEPUW0031131600 **Effective Date of Endorsement:** September 08, 2024
**Insured Name:** Flotech Environmental, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SCHEDULE**

| Name of Additional Insured Person(s) Or Organization(s) |
|---|
| Blanket where required by written contract |

1. Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions**, **Coverages A, B, C, F** and **G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A**, **SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by your ongoing operations for such additional insured.

2. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART I – Common Exclusions** is amended to add the following exclusion:

   This insurance does not apply to any **bodily injury**, **property damage** or **environmental damage** occurring after:

   **(1)** All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

IRONSHORE
A Liberty Mutual Company

**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**Endorsement #** 15

**Policy Number:** IEPUW0031131600 **Effective Date of Endorsement:** September 08, 2024
**Insured Name:** Flotech Environmental, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SCHEDULE**

| Name of Additional Insured Person(s) Or Organization(s) |
|---|
| Blanket where required by written contract |

1. Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions**, **Coverages A, B, C, F** and **G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A**, **SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by your ongoing operations for such additional insured.

2. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART I – Common Exclusions** is amended to add the following exclusion:

   This insurance does not apply to any **bodily injury**, **property damage** or **environmental damage** occurring after:

   **(1)** All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

**(2)** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A: Personal and Advertising Injury Liability,** Paragraph **2. Exclusions** is amended to include the following exclusion**:**

   This insurance does not apply to **personal and advertising injury** occurring after:

   **(1)** All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

   **(2)** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

IRONSHORE
A Liberty Mutual Company

**IRONSHORE SPECIALTY INSURANCE COMPANY**
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**Endorsement #** 13

**Policy Number:** IEPUW0031131600 **Effective Date of Endorsement:** September 08, 2024
**Insured Name:** Flotech Environmental, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED(S) AMENDMENT

This endorsement modifies insurance provided under the following:

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is deleted and replaced with the following:

**e.** Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** arising out of your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

**(1)** A vendor is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:

**(a)** For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

**(b)** Arising out of any express warranty unauthorized by you;

**(c)** Arising out of any physical or chemical change in the product made intentionally by the vendor;

**(d)** Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

**(e)** Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or

**(g)** Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

**(2)** A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:

**(a)** Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or

**(b)** Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

**(3)** The insurance afforded to such additional insured only applies to the extent permitted by law.

**(4)** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, regardless of whether **b.** below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization.

**b. Excess Insurance**

**(1)** This insurance is excess over:

**(a)** Any of the other insurance, whether primary, excess, contingent or on any other basis:

**(i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;

**(ii)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(iii)** That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;

**(iv)** If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion a**.** of **COVERAGE PART I – Coverage A – General Bodily Injury And Property Damage Liability** or Exclusion a. of **COVERAGE PART IV – Professional Liability**; or

**(v)** That provides coverage for environmental or pollution liability to you or any person or organization qualifying as an insured under **SECTION II – WHO IS AN INSURED,** paragraphs **1., 4.a., or 4.g**.

**(b)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

**(c)** Any project specific primary insurance available to you covering liability for damages arising out of **your work**, for which you are an insured

**(2)** When this insurance is excess, we will have no duty to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**(3)** When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**(a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance;

**(b)** The total of all deductible and self-insured amounts under all that other insurance; and

**(c)** The deductible and self-insured amounts under this insurance.

**(4)** We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts, excess of applicable deductible and self-insured amounts under all such insurance, until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**19. Premiums and Deductible**

The first Named Insured shown in the Declarations:

**a.** Is responsible for the payment of all premiums;

**b.** Will be the payee for any return premiums we pay; and

**c.** Is responsible for the payment of all deductibles.

**20. Representations**

By accepting this policy, you agree:

**a.** The statements in the Declarations are accurate and complete;

**b.** Those statements are based upon representations you made to us; and

**c.** We have issued this policy in reliance upon your representations.

**21. Separation of Insureds**

Except with respect to the Limits of Insurance, any insured versus insured exclusions, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom **claim** is made or **suit** is brought.

**22. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization prior to a loss, we waive any right of recovery we may have under this policy against such person or organization.

**23. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**24. When We Do Not Renew**

If we decide not to renew, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

**1. Administration** means:

**a.** Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or the scope of **employee benefit programs**;

**b.** Handling records in connection with the **employee benefit program**; or

**c.** Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

**2. Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

**a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and

**b.** Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**3. Auto** means:

**a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

**b.** Any other land vehicle that is subject to a compulsory or financial responsibility law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

4. **Bodily injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily injury** shall also include medical monitoring costs.

5. **Boundaries** means the area on, under or within the property lines bounding a **location** (including but not limited to any soil, groundwater body or surface water body on, under or within such bounded area).

6. **Claim** means a written demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.

7. **Clean-up costs** means reasonable and necessary costs, charges and expenses, including associated **legal and claims expense payments** incurred with our prior written consent, incurred to investigate, remove, dispose of, treat, monitor or test soil, surface water, groundwater or other contaminated media but only:

   **a.** To the extent required by **environmental laws** governing the liability or responsibilities of the insured to respond to a **pollution incident**;

   **b.** In the absence of **a**. above, to the extent recommended in writing by an **environmental professional**;

   **c.** To the extent incurred by the government or any political subdivision within Definition **9.a**. of **coverage territory;** or

   **d.** To the extent incurred by parties other than you.

   **Clean-up costs** also includes **restoration costs**

   **Clean-up costs** does not include costs, charges or expenses incurred by the insured for materials supplied or services performed by the insured unless such costs, charges or expenses are incurred with our prior written approval.

8. **Conveyance** means any **auto**, railcar, rolling stock, train, watercraft or aircraft. **Conveyance** does not include pipelines.

9. **Coverage territory** means:

   **a.** The United States of America (including its territories and possessions), Puerto Rico, Canada and the Gulf of Mexico;

   **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a**. immediately above;

   **c.** All other parts of the world if the injury or damage arises out of:

      **(1)** The activities of a person whose home is in the territory described in Paragraph **a**. immediately above, but is away for a short time on your business; or

      **(2)** **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in Paragraph **a**. immediately above or in a settlement we agree to; or

   **d.** All other parts of the world if the injury or damage arises out of **your product**, a **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured, a **pollution incident** during **transportation** or a **pollution incident** on, at, under or migrating from a **non-owned site**, however:

      **(1)** We assume no responsibility for furnishing certificates or evidence of insurance or bonds; and

      **(2)** We will not be liable for any fine or penalty imposed on you for failing to comply with insurance laws.

10. **Disinfection event** means an outbreak of communicable virus (other than the novel coronavirus (SARS-CoV-2) that causes coronavirus disease 2019 (COVID-2019)) or communicable bacteria at a **location** that requires reporting by the insured of such outbreak to the applicable local, state or federal governmental or public health agency or entity. **Disinfection event** does not include any **pollution incident**.

11. **Disinfection expenses** means reasonable fees and costs incurred by the insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a **location** after a **disinfection event**.

12. **Emergency response expense** means reasonable and necessary expenses incurred in response to an imminent and substantial threat to human health or the environment resulting from a **pollution incident**, and expenses to investigate, remove, dispose of, contain, treat or test soil, surface water, groundwater or other contaminated media resulting from a **pollution incident.**

    **Emergency response expense** shall not include **Bodily injury** or **Property damage.**

13. **Employee** includes a **leased worker** and a **temporary worker.** As respects Employee Benefits Administration Liability, **employee** also means a person actively employed, formerly employed, on leave of absence or disabled, or retired.

14. **Employee benefits program** means a program providing some or all of the following benefits to **employees**, whether provided through a plan authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars or otherwise:

    **a.** Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;

    **b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;

    **c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

    **d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies

15. **Environmental damage** means physical damage to land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any watercourse or body of water including surface water or groundwater, giving rise to **clean-up costs** or **emergency response expense**. **Environmental damage** does not include **disinfection expenses.**

16. **Environmental laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives, that are applicable to a **pollution incident.**

17. **Environmental professional** means an individual approved and designated by us in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to us. We shall consult with the insured in conjunction with the selection of the **environmental professional.**

18. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

19. **Extended reporting period** means the claims reporting provision described in **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.

20. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

21. **Image restoration event** means a **pollution incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of you for such **pollution incident**.

22. **Image restoration expenses** means reasonable public relations expenses incurred by you to restore public reputation and consumer confidence. **Image restoration expenses** shall include reasonable fees and expenses incurred by you for services rendered by public relations or crisis management firms as well as reasonable and necessary printing, mailing of materials and travel by your **executive officers,** directors, members, partners or **employees** at the direction of such firms. **Image restoration expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media.

23. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

    **a.** It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or

    **b.** You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.

24. **Insured contract** means:

    **a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises in excess of thirty (30) consecutive days that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;

    **b.** A sidetrack agreement;

    **c.** Any easement or license agreement;

    **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**e.** An elevator maintenance agreement; or

**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury**, **property damage** or **environmental damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

**(1)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(2)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

**25. Insured site** means a **location** listed on the Insured Site Schedule Endorsement, if any, attached to this policy.

**26. Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

**27. Legal and Claims Expense Payments** means:

**a.** All expenses we incur that are directly allocated to a particular **claim** or **suit**.

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

**c.** All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

**d.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**e.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

**f.** Expenses incurred by the insured for first aid administered to others at the time of any accident, for **bodily injury** to which this insurance applies.

**28. Loading or unloading** means the handling of property:

**a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;

**b.** While it is in or on an aircraft, watercraft or **auto**; or

**c.** While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

But **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

**29. Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**30. Misdelivery** means the delivery of any liquid product into a wrong receptacle or to a wrong address, or the erroneous delivery of one liquid product for another.

**31. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

**a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

**b.** Vehicles maintained for use solely on or next to premises you own or rent;

**c.** Vehicles that travel on crawler treads;

**d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted power cranes, shovels, loaders, diggers or drills or road construction or resurfacing equipment such as graders, scrapers or rollers;

**e.** Vehicles not described in **a**., **b**., **c**., or **d**. immediately above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

**(1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

**(2)** Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in **a**., **b**., **c**., or **d**. immediately above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

**(1)** Equipment designed primarily for snow removal, road maintenance (but not construction or resurfacing) or street cleaning;

**(2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressor, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

**32.** **Mold matter** means mold, mildew or fungi, whether or not such **mold matter** is living.

**33.** **Natural resource damage** means damages, sought by a governmental or tribal natural resource damage trustee who is authorized to act in such capacity by a natural resource damage statute governing the assessment and restoration of natural resource damages, for the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. **Natural resource damage** does not include **environmental damage** or **emergency response expense.**

**34.** **Non-owned site**:

**a.** Means any **location** which:

**(1)** Was not at any time owned or occupied by any insured; and

**(2)** Which is not specifically scheduled as an **insured site.**

**b.** Does not include:

**(1)** Any **location** which is not licensed by the appropriate federal, state or local authority at the time such facility performs storage, disposal, processing or treatment of waste from your operations or **your work** in compliance with **environmental law**;

**(2)** Any **location** or any part thereof that has been subject to a consent order or corrective action under **environmental law** or is listed or proposed to be listed on the Federal National Priorities list (NPL) prior to waste from your operations or **your work** being legally consigned for delivery or delivered for storage, disposal, processing or treatment at such **location**;

**(3)** Any **location** of a purchaser or user of **your product**; or

**(4)** Any **location** that has been impacted by **pollutants** migrating from any **location** which was at any time owned or occupied by any insured, provided that this item (4) shall not apply to any **location** which was utilized by any insured to perform storage, disposal, processing or treatment of waste from your operations or **your work.**

**35.** **Nuclear material** means source material, special nuclear material or byproduct material which have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**36.** **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**37.** **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

**a.** False arrest, detention or imprisonment;

**b.** Malicious prosecution;

**c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

**d.** Oral or written **publication** directly to the public at large of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

**e.** **(1)** Oral or written **publication** directly to the public at large of material that violates a person's right of privacy;

**(2)** Oral or written **publication** of material that violates a person's right of privacy by misappropriation of that person's name or likeness;

**f.** The use of another's advertising idea in your **advertisement**;

**g.** Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

**38.** **Policy period** means the period of time stated in the Declarations. However, if the policy is cancelled in accordance with **SECTION IV – CONDITIONS**, Condition **3. Cancellation,** the **policy period** ends on the effective date of such cancellation.

**39.** **Pollutants** means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapor, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials (including medical, infectious and pathological wastes). **Pollutants** shall also mean **mold matter**, legionella pneumophila and electromagnetic fields. With the exception of legionella pneumophila, **pollutants** shall not include bacteria or viruses.

**40.** **Pollution incident** means:

**a.** The discharge, dispersal, release or escape of **pollutants** on, into or upon land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any body of water including surface water or groundwater;

**b.** The discharge, dispersal, release, or escape of silt or sedimentation that originated at and migrated from a **location** where you are performing **your work**; or

**c.** The presence of **mold matter**.

**Pollution incident** includes the illicit abandonment of **pollutants** at any **location** which is owned or occupied by you provided that such abandonment was committed by parties other than an insured and without the knowledge of a **responsible executive**.

**41.** **Pre-claim event** means a **pollution incident** arising out of **your work** that would reasonably be expected to give rise to a **claim** covered by this policy.

**42.** **Pre-claim event expense** means:

**a.** Reasonable and necessary fees charged by an **environmental professional** or attorney mutually agreed upon by the first named insured shown in the Declarations and us, for environmental consulting, investigative, testing or legal services, solely to the extent such fees are incurred as a result of a **pre-claim event**;

**b.** Costs, charges and expenses incurred by us in the investigation or adjustment of a **pre-claim event**; and

**c.** All reasonable and necessary expenses incurred by you at our request to assist us in the investigation of a **pre-claim event**, including your employees' lost salaries or wages, up to $500 a day.

Except as expressly set forth in this Definition, **pre-claim event expenses** shall not include costs, charges or other expenses incurred: prior to our agreement upon the selection of an **environmental professional** or attorney; or by you for goods supplied by or on behalf of your staff or salaried employees, or by your parent, subsidiary or affiliate, unless such costs, charges or other expenses are incurred with our prior written consent, which consent shall not be unreasonably withheld.

**43.** **Products - completed operations hazard**:

a. Includes all **bodily injury**, **property damage** or **environmental damage** occurring away from a **location** you own or occupy and arising out of **your product** or **your work** except:

**i.** Products that are still in your physical possession; or

**ii.** Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:

**(a)** When all of the work called for in your contract has been completed.

**(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

**(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

**b.** Does not include **bodily injury**, **property damage** or **environmental damage** arising out of the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured or the existence of tools, uninstalled equipment or abandoned or unused materials.

**44. Product tampering** is an act of intentional alteration of your product which has caused or is reasonably expected to cause **bodily injury**, **property damage** or **environmental damage**. When **product tampering** is known, suspected or threatened, a **product withdrawal** will be limited to those batches of **your product** which are known or suspected to have been tampered with.

**45. Product withdrawal** means the recall or withdrawal:

**a.** From the market; or

**b.** From use by any other person or organization;

of **your products**, or products which contain **your products**, because of known or suspected defects in **your product**, or known or suspected **product tampering**, which has caused or is reasonably expected to cause **bodily injury**, **property damage** or **environmental damage**.

**46. Product withdrawal expenses** means those reasonable and necessary extra expenses, listed below, paid and directly related to a **product withdrawal**:

**a.** Costs of notification;

**b.** Costs of stationery, envelopes, production of announcements and postage or facsimiles;

**c.** Costs of overtime paid to your regular non-salaried employees and costs incurred by your **employees**, including costs of transportation and accommodations;

**d.** Costs of hiring independent contractors and other temporary employees;

**e.** Costs of transportation, shipping or packaging;

**f.** Costs of warehouse or storage space; or

**g.** Costs of proper disposal of **your products**, or products that contain **your products** that can not be reused, not exceeding your purchase price or your cost to produce the products.

**47. Professional incident** means any act, error or omission in the providing or failure to provide **professional services** by or on behalf of the insured.

**48. Professional services** means those services performed for a fee by you or those acting on your behalf, including but not limited to, architect, engineer, consultant, inspector, technician and surveyor that you or those acting on your behalf are qualified to perform for others and are consistent with your corporate statements of professional qualifications**.**

**49. Property damage** means:

**a.** Physical injury to or destruction of tangible property, including all resulting loss of use and diminished value of that property. All such loss of use and diminished value shall be deemed to occur at the time of the physical injury that caused it;

**b.** Loss of use of tangible property that is not physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **occurrence** or **pollution incident** that caused it; or

**c. Natural resource damage**.

**Property damage** does not include **environmental damage** or **emergency response expense**

For the purpose of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**50.** **Publication** means an insured's act of disseminating or broadcasting material or information. Publication does not include the wrongful appropriation, interception or retrieval of material or information by a third party or the insured's dissemination or broadcasting of material or information to a person who is the subject of the material or the information.

**51.** **Responsible executive** means any officer, director, risk manager, partner, your manager of an **insured site**, your manager or supervisor responsible for environmental affairs, health and safety affairs, control or compliance or any other **employee** authorized by you to give or receive notice of an **occurrence** or **claim.**

**52.** **Restoration costs** means reasonable and necessary costs incurred by the insured with our prior written consent, to repair, restore or replace that particular part of real or personal property that is damaged solely by work performed in the course of incurring covered **clean-up costs** in response to a **pollution incident** to which this policy applies. No coverage for **Restoration costs** shall apply to any real or personal property which required removal, replacement or repair prior to being damaged during such work. **Restoration costs** shall not exceed the lesser of actual cash value of the particular part of the real or personal property which was damaged or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and the physical condition of such property immediately prior to being damaged during such work, including any damage which existed prior to the time at which such property was damaged by such work, shall be made by the company, in its reason judgment, in determining actual cash value. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment, except to the extent:

**a.** Such betterments of the damaged property entail the reasonable use of green building materials which are environmentally preferable and of similar quality to those materials which comprised the damaged property.

**b.** Such green building materials must be certified as such by an applicable national or international independent non-governmental certifying body, where such certification is available, or, in the absence of such certification, based on our judgment in our sole discretion.

**53.** **Suit** means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** includes an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent or any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**54.** **Temporary worker** means a person who is furnished to you to substitute for a permanent worker on leave or to meet seasonal or short-term workload conditions.

**55.** **Time-Element pollution incident** means a **pollution incident** demonstrable as having commenced at an identified time and place during the **policy period** provided:

**a.** Such **pollution incident** does not originate or arise from, or relate to an **underground storage tank**; and

**b.** Such **pollution incident** is not **(i)** heat, smoke or fumes from a **hostile fire** or **(ii)** solely with respect to **bodily injury**, smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

**56.** **Transportation** means the movement, which occurs beyond the **boundaries** of any **location** which is owned or occupied by you**,** of goods, product, merchandise, supplies or waste in a **conveyance** by the insured or a third party carrier on behalf of the insured from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement, which occurs beyond the **boundaries** of any **location** which is owned or occupied by you, of goods, products, merchandise, supplies or waste into, onto or from a **conveyance**.

**57.** **Underground storage tank** means any tank, including any piping and appurtenances connected to the tank, located on, at or under an owned or occupied **location** or an **insured site** that has at least ten percent (10%) of its combined volume underground. **Underground storage tank** does not include:

**a.** Septic tanks, sump pumps, or oil/water separators;

**b.** A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or

**c.** Storm-water or wastewater collection systems.

**58.** **Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**59.** **Waste** means all waste and includes materials to be recycled, reconditioned or reclaimed.

**60. Your product**:

**a.** Means:

**(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

**a)** You;

**b)** Others trading under your name; or

**c)** A person or organization whose business or assets you have acquired; and

**(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

**(2)** The providing of or failure to provide warnings or instructions.

**61. Your work**:

**a.** Means:

**(1)** Work or operations performed by you or on your behalf; and

**(2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

**(2)** The providing or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



Secretary



President

IRONSHORE
A Liberty Mutual Company

**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**Endorsement #** 11

**Policy Number:** IEPUW0031131600 **Effective Date of Endorsement:** September 08, 2024
**Insured Name:** Flotech Environmental, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SPECIFIED ENTITY - WAIVER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SCHEDULE**

| Designated Person(s) Or Organization(s) |
|---|
| Where required by written contract |

**SECTION IV – CONDITIONS**, Paragraph **22. Transfer of Rights of Recovery Against Others to Us**, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

**1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

**2. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
   (a) That is an "insured" under any other automobile policy;
   (b) That has exhausted its Limit of Insurance under any other policy; or
   (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
   (1) The agreement requires you to provide direct primary insurance for the lessor; and
   (2) The "auto" is leased without a driver.

Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

**D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:


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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

**6. RENTAL AGENCY EXPENSE**
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**


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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured:** FLOTECH ENVIRONMENTAL, LLC |
| **Endorsement Effective Date:** 09/08/2024 |

**SCHEDULE**

| |
|---|
| **Name(s) Of Person(s) Or Organization(s):**<br>WHERE REQUIRED BY WRITTEN CONTRACT. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EARLIER NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Under the **Cancellation** condition of the Common Policy Conditions, the time period is amended as follows:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. 60 days before the effective date of cancellation if we cancel for any other reason.

B. Under the Common Policy Conditions, the following condition is added:

**WHEN WE DO NOT RENEW**

When we do not renew this policy, we will mail or deliver to the first Named Insured written notice of the non renewal at least 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

**Workers' Compensation and Employers' Liability Policy**

| | |
|---|---|
| Named Insured<br>FLOTECH ENVIRONMENTAL, LLC<br>657 SOUTH DRIVE, SUITE #401<br>MIAMI SPRINGS FL 33166 | Endorsement Number<br><br>Policy Number<br>Symbol: DCS Number: (24)5432-63-41 |
| Policy Period<br>09-08-2024 **TO** 09-08-2025 | Effective Date of Endorsement<br>09-08-2024 |
| Issued By (Name of Insurance Company)<br>FEDERAL INSURANCE | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. | |

# EARLIER NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

A. Under Condition D. Cancellation of Part Six, the time period is amended as follows:

We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

2. 60 days before the effective date of cancellation if we cancel for any other reason.

B. Under Part Six - Conditions of the policy, the following is added:

**Notice of Nonrenewal**

When we do not renew this policy, we will mail or deliver to you written notice of the nonrenewal at Least 60 days before the expiration date. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

**State Exceptions**

California Not Applicable



Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

| | |
|---|---|
| Named Insured<br>FLOTECH ENVIRONMENTAL, LLC<br>657 SOUTH DRIVE, SUITE #401<br>MIAMI SPRINGS FL 33166 | Endorsement Number<br><br>Policy Number<br>Symbol: WCF Number: 5432-63-41 |
| Policy Period<br>09/08/2024 to 09/08/2025 | Effective Date of Endorsement<br>09/08/2024 |
| Issued By (Name of Insurance Company)<br>FEDERAL INSURANCE | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. | |

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

**Schedule**

WHERE REQUIRED BY WRITTEN CONTRACT
For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Yinezquintana

**WITNESS** Yinet Quintana

**CONTRACTOR** Jose L. Ferre

01/15/2025

**DATE**

**CITY OF PLANTATION**

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Signature | Jose L. Ferre<br>Printed Name |
| Flotech Environmental, LLC<br>Bidder Name | 01/15/2025<br>Date |

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness Yinet Quintana

Witness Karlos Ramos

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Jose L. Ferre

(Printed Name of Above Signer)

Managing Member

(Printed Title of Above Signer)

01/15/2025

(Date Signed)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of January, 2025, by Jose L. Ferre, as Managing Member for Flitech Environmental, LLC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Yinet Quintana

Print Name: Yinet Quintana

State of Florida at Large (Seal)

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

My commission expires: 9/30/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

# GUARANTEE OF BID PROPOSAL

Name of Company: Flotech Environmental, LLC

Street Address: 657 South Drive, Suite 401

| Miami | FL | 33166 |
|---|---|---|
| City | State | Zip |

Mailing Address: 657 South Drive, Suite 401, Miami, FL 33166

Phone No.: (866) 299-3323 Fax#: _____

Email Address: estimating@flotechllc.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: CGC 060152

State of Florida Corporation ID # (From Secretary of State): L12000004059

Federal Employer Identification Number (FEIN): 45-4556187

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness Yinet Quintana

Witness Karlos Ramos

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Jose L. Ferre
(Printed Name of Above Signer)

Managing Member
(Printed Title of Above Signer)

01/15/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Yinet Quintana

Typed name: Karlos Ramos

**BIDDER:**

By: _____

Name: Jose L. Ferre

Title: Managing Member

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1/15/2025 (*date*) by Jose L. Ferre who is personally known to me or who has produced _____ as identification.

My commission expires: 9/30/2028

_____
NOTARY PUBLIC

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Flotech Environmental, LLC **Date:** 01/15/2025

**Base Bid Total:** $2,172,459.08

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Minority Business Enterprise (as defined FL Statutes 288.703):** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Certificate of Insurance Requirements Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Qualification Statement
- ☑ Disclosure of Business Transaction, Relationship or Interest Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Signature: 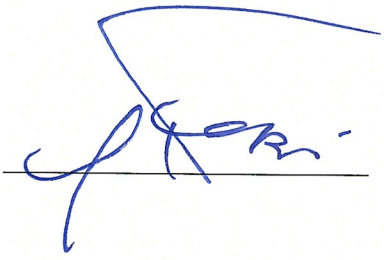

Printed Name: Jose L. Ferre

**City of Plantation**

**STORMWATER INFRASTRUCTURE INSPECTION, CLEANING AND REPAIR SERVICES**

**Bid Form - ITB No. 004-25**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection. It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid. The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

**COMPANY NAME:** Flotech Environmental, LLC

| Item | Describtion | Unit | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | | | **Inspection** | | |
| 1 | Inspection of: 30” Pipe | LF | 10,000.00 | $8.00 | $80,000.00 |
| 2 | Inspection of: 36” Pipe | LF | 5,000.00 | $9.00 | $45,000.00 |
| 3 | Inspection of: 42” Pipe | LF | 1,500.00 | $22.00 | $33,000.00 |
| 4 | Inspection of: 48” Pipe | LF | 1,500.00 | $22.00 | $33,000.00 |
| 5 | Inspection of: 54” Pipe | LF | 1,000.00 | $25.00 | $25,000.00 |
| 6 | Inspection of: 60” Pipe | LF | 5,000.00 | $25.00 | $125,000.00 |
| 7 | Inspection of: 66” Pipe | LF | 1,000.00 | $25.00 | $25,000.00 |
| 8 | Inspection of: 72” Pipe | LF | 1,500.00 | $28.00 | $42,000.00 |
| 9 | Inspection of: 84” Pipe | LF | 1,500.00 | $28.00 | $42,000.00 |
| 10 | Inspection of: 96” Pipe | LF | 1,000.00 | $30.00 | $30,000.00 |
| 11 | Inspection of108” Pipe | LF | 1,000.00 | $30.00 | $30,000.00 |
| 12 | Inspection of: 120” Pipe | LF | 1,000.00 | $34.00 | $34,000.00 |
| | | | **Light Cleaning** | | |
| 13 | Light Cleaning of: 30” Pipe | LF | 10,000.00 | $5.00 | $50,000.00 |
| 14 | Light Cleaning of: 36” Pipe | LF | 5,000.00 | $6.50 | $32,500.00 |
| 15 | Light Cleaning of: 42” Pipe | LF | 1,500.00 | $7.50 | $11,250.00 |
| 16 | Light Cleaning of: 48” Pipe | LF | 1,500.00 | $9.00 | $13,500.00 |
| 17 | Light Cleaning of: 54” Pipe | LF | 1,000.00 | $11.00 | $11,000.00 |
| 18 | Light Cleaning of: 60” Pipe | LF | 5,000.00 | $12.00 | $60,000.00 |
| 19 | Light Cleaning of: 66” Pipe | LF | 1,000.00 | $14.00 | $14,000.00 |
| 20 | Light Cleaning of: 72” Pipe | LF | 1,500.00 | $16.00 | $24,000.00 |
| 21 | Light Cleaning of: 84” Pipe | LF | 1,500.00 | $18.00 | $27,000.00 |
| 22 | Light Cleaning of: 96” Pipe | LF | 1,000.00 | $21.00 | $21,000.00 |
| 23 | Light Cleaning of: 108” Pipe | | 1,000.00 | $23.00 | $23,000.00 |
| 24 | Light Cleaning of: 120” Pipe | LF | 1,000.00 | $27.00 | $27,000.00 |

| Item | Describtion | Unit | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|---|
| **Meduim Cleaning** | | | | | |
| 25 | Meduim Cleaning of: 30” Pipe | LF | 10,000.00 | $5.20 | $52,000.00 |
| 26 | Meduim Cleaning of: 36” Pipe | LF | 5,000.00 | $6.76 | $33,800.00 |
| 27 | Meduim Cleaning of: 42” Pipe | LF | 1,500.00 | $7.80 | $11,700.00 |
| 28 | Meduim Cleaning of: 48” Pipe | LF | 1,500.00 | $9.36 | $14,040.00 |
| 29 | Meduim Cleaning of: 54” Pipe | LF | 1,000.00 | $11.44 | $11,440.00 |
| 30 | Meduim Cleaning of: 60” Pipe | LF | 5,000.00 | $12.48 | $62,400.00 |
| 31 | Meduim Cleaning of: 66” Pipe | LF | 1,000.00 | $14.56 | $14,560.00 |
| 32 | Meduim Cleaning of: 72” Pipe | LF | 1,500.00 | $16.64 | $24,960.00 |
| 33 | Meduim Cleaning of: 84” Pipe | LF | 1,500.00 | $18.72 | $28,080.00 |
| 34 | Meduim Cleaning of: 96” Pipe | LF | 1,000.00 | $21.84 | $21,840.00 |
| 35 | Meduim Cleaning of: 108” Pipe | LF | 1,000.00 | $23.92 | $23,920.00 |
| 36 | Meduim Cleaning of: 120” Pipe | LF | 1,000.00 | $28.08 | $28,080.00 |
| **Heavy Cleaning** | | | | | |
| 37 | Heavy Cleaning of: 30” Pipe | LF | 10,000.00 | $5.41 | $54,080.00 |
| 38 | Heavy Cleaning of: 36” Pipe | LF | 5,000.00 | $7.03 | $35,152.00 |
| 39 | Heavy Cleaning of: 42” Pipe | LF | 1,500.00 | $8.11 | $12,168.00 |
| 40 | Heavy Cleaning of: 48” Pipe | LF | 1,500.00 | $9.73 | $14,601.60 |
| 41 | Heavy Cleaning of: 54” Pipe | LF | 1,000.00 | $11.90 | $11,897.60 |
| 42 | Heavy Cleaning of: 60” Pipe | LF | 5,000.00 | $12.98 | $64,896.00 |
| 43 | Heavy Cleaning of: 66” Pipe | LF | 1,000.00 | $15.14 | $15,142.40 |
| 44 | Heavy Cleaning of: 72” Pipe | LF | 1,500.00 | $17.31 | $25,958.40 |
| 45 | Heavy Cleaning of: 84” Pipe | LF | 1,500.00 | $19.47 | $29,203.20 |
| 46 | Heavy Cleaning of: 96” Pipe | LF | 1,000.00 | $22.71 | $22,713.60 |
| 47 | Heavy Cleaning of: 108” Pipe | LF | 1,000.00 | $24.88 | $24,876.80 |
| 48 | Heavy Cleaning of: 120” Pipe | LF | 1,000.00 | $29.20 | $29,203.20 |
| **Additional Services** | | | | | |
| 45 | As needed Inspection Services | HR | 500.00 | $300.00 | $150,000.00 |
| 46 | As needed Cleaning Services | HR | 500.00 | $100.00 | $50,000.00 |
| 47 | As needed Repair Services | HR | 500.00 | $500.00 | $250,000.00 |
| **Subtotal** | | | | | $ $1,974,962.80 |
| **General Conditions** | | | | | |
| 48 | Mobilization/Demobilization | PCT | 5% | $98,748.14 | |
| 49 | Stormwater Pollution Prevention | PCT | 2% | $39,499.26 | |
| 50 | Temporary Traffic Control [TTC] | PCT | 3% | $59,248.88 | |
| | | | | | |
| **TOTAL BID** | | | | $ $2,172,459.08 | |

**The City reserves the right to increase/decrease quantities.**

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 004-25; Stormwater Infrastructure Inspection, Cleaning and Repair Services

2. This sworn statement is submitted by Flotech Environmental, LLC (entity submitting sworn statement), whose business address is 657 South Drive, Suite 401, Miami, FL 33166 and its Federal Employer Identification Number (FEIN) is 45-4556187. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A.

3. My name is Jose L. Ferre (please print name of individual signing), and my relationship to the entity named above is Managing Member.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

01/15/2025
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 15 Day of January, 20 25 by Jose L. Ferre, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

**NOTARY PUBLIC:**

SIGN: Yinet Quintana

PRINT: Yinet Quintana
Notary Public, State at large
My Commission Expires: 9/30/2028

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Karlos Ramos

NAME: Flotech Environmental, LLC

ADDRESS: 657 South Drive, Suite 401, Miami, FL 33166

TELEPHONE NO.: (866) 299-3323

FAX NO.: N/A

EMAIL ADDRESS: estimating@flotechllc.com

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

   The correct name of the Bidder is: Flotech Environmental, LLC

   The address of the principal place of business is: 657 South Drive, Suite 401, Miami, FL 33166

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ x Limited liability company

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: N/A
   b. State of Incorporation: N/A
   c. President's Name: N/A
   d. Vice President's Name: N/A
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

# QUALIFICATION STATEMENT

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

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

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

   Limited liability company; Jose A. Ferre, Jose L. Ferre, Roberto Luna; 657 South Drive, Suite 401, Miami, FL 33166

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

6. How many years has your organization been in business under its present business name: 13

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

      N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC061052

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No.

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No.

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Resumes attached, Work Experience Attached.

# José Ferré

*Managing Member, COB*

Flotech Environmental LLC was founded by Mr. Ferré in January of 2012 to service the growing Inflow & Infiltration (I/I) rehabilitation challenges found in storm water drainage and sanitary sewer infrastructure throughout Florida. The core scope of services includes pipe line cleaning & CCTV inspection, repair and rehabilitation. In addition, Flotech provides related emergency flood mitigation, sewage spillage clean-up, dewatering, bypass pumping, wastewater hauling, soil stabilization and soft dig services. FloTech Environmental prime market consists of utility contractors and government agencies.

Prior to Flotech Environmental Mr. Ferré had Profit & Loss responsibility for over $ 150 million related to wastewater collection system maintenance and rehabilitation since 1998. As a project manager for Insituform Technologies, Inc. from 10/1998 to 4/2003, Mr. Ferré planned, scheduled & managed all activities in support of 7 CIPP installation crews up to 50 clients throughout Florida, representing $ 27 million revenue/year. In 2003 Mr. Ferré contracted with Houston based Re-Pipe, Inc. as Operations Manager of Miami subsidiary SOS Construction, Inc. to run $ 8 million operation consisting of mainline CIPP installations, sectional point repairs, chemical grout sealing, soil stabilization, large diameter cleaning & CCTV inspections.

In 2004, Mr. Ferré joined Miami based storm water drainage maintenance contractor, Envirowaste Services Group, Inc as Primary Qualifier and Vice President to start up and run I & I Rehabilitation Division. Within 5 years the division was generating revenues upwards of $ 8 million with a trained work force of 50 employees dedicated to internal sectional point repairs, lateral service lining, mainline pipe joint testing and chemical grout repairs, manhole rehabilitation, PACP CCTV inspections and open cut pipeline repairs and installations.

**EDUCATION**

- M.Arch 1986, Georgia Tech, Atlanta, GA
- B.A. 1982 University of Miami, Coral Gables, FL

**CERTIFICATIONS**

- Certified General Contractor State of Florida CGC061052
- ATSSA – Advanced MOT Certified

# Roberto Luna

*Managing Member| Project Manager*

Over the course of 19 years Mr. Luna has seasoned qualifications as an Operations Manager with the technical qualifications that provide expert evaluation on I/I assessment and repair methodologies. As a certified operator for the National Association of Sewer Service Companies for both Pipeline Assessment and Certification Program (PACP) and Manhole Assessment and Certification Program (MACP), Mr. Luna assures that Flotech's CCTV crews deliver accuracy of data collection which is critical to a successful SSES, and ultimately a good operating wastewater collection system. During Mr. Luna's tenure Flotech has cleaned and inspected over 4,000,000. LF of storm drain and sewer pipe throughout Florida.

Prior to Flotech, Mr. Luna was founder and president of Environmental Technical Services (ETS), a pipe cleaning and inspection company based in Miami, FL from Nov 2007 to 2012 which Flotech acquired.

From Aug 2001-Sept 2006, Mr. Luna was General Superintendent with oversight responsibility of operations for Envirowaste Services Group, Miami, FL. His tasks included problem solving in the field, maintenance of vehicles and equipment, and safety reports. The scope of services consisted of Flow Monitoring, Smoke Testing, CCTV inspection of the lines, and pipe cleaning.

**EDUCATION**

- B.S. Mechanical Engineering 1985
  Havana University, Havana, Cuba

**CERTIFICATIONS**

- NASSCO Pipeline Assessment and Certification Program (PACP)
- NASSCO Manhole Assessment and Certification Program (MACP)

# Municipal Client List

Broward County
City of Apopka
City of Hollywood
City of Miami Beach
City of North Miami
City of Opa-locka
City of Palm Bay
City of Sarasota
City of St. Augustine
City of Winter Gardens
FDOT District 1
FDOT District 2
FDOT District 4
FDOT District 5
FDOT District 6
FDOT District 7
FDOT District 8
Indian River County
Lake County
Miami-Dade County DRM
Miami-Dade County WASD
North Bay Village
Orange County
Sarasota County
Sumter County
The Villages
Town of Lake Park
Village of Pinecrest
Volusia County
Indian Creek Village

**Evaluation Refreshers:** Do's and Don'ts | Process and Procedures | Q & A's | Help

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Regulatory and Economic Resources

### Contractor Evaluation

MCC Contract: PE DRM-SCT-2022
Contractor: FLOTECH ENVIRONMENTAL LLC
Department Contact: Mario Lopez (305) 372-6556

Evaluation Type: Standard Evaluation
FEIN: 454556187
Award Amount: $634,175.00

Site Project Name: Cleaning of Slab Covered Trenches and Associated Drainage Systems

Site Location: SR 5 (Biscayne Blvd.) from NE 6th Street to SE 2nd Street and SR 25 (NW 36th St.) from NW 37th (

Evaluator ID: mlopez2 Date: 2/16/2023 Period: Project conclusion or closeout

| | Rating * 4 | 3 | 2 | 1 | N/A | Criteria |
|---|---|---|---|---|---|---|
| 1- | ◉ | ○ | ○ | ○ | ○ | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ◉ | ○ | ○ | ○ | ○ | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ◉ | ○ | ○ | ○ | ○ | Vision - Design - Concepts or adherence to criteria. |
| 4- | ◉ | ○ | ○ | ○ | ○ | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ◉ | ○ | ○ | ○ | ○ | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ○ | ◉ | ○ | ○ | ○ | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ◉ | ○ | ○ | ○ | ○ | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ○ | ◉ | ○ | ○ | ○ | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ◉ | ○ | ○ | ○ | ○ | Commitment - Intangibles & contribution to project success. |
| 10- | ◉ | ○ | ○ | ○ | ○ | Personnel - Quality and dedication of project staff. |
| 11- | ◉ | ○ | ○ | ○ | ○ | Management - Leadership ability. |
| 12- | ◉ | ○ | ○ | ○ | ○ | Quality - Work performed correctly the first time. |

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Mario Lopez at phone# 305-372-6556

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Mario Lopez Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: Jose Ferre, Managing Member Flotech Environmental LLC

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* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

---

ADD EMail Mario Lopez

Exit

Date Last Edited : 04/29/2010 -16:35:06

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# CONTRACTOR FIELD PERFORMANCE REPORT

Contractor: Florida Engineered Construction, LLC

Contract: E9M08

Evaluation Period: Month

Evaluation: ○ Graded ◉ Final

## Category One

**Pursuit and Timely Completion of Work**

| | Contractor Score |
|---|---|
| The Contractor consistently performed all work in accordance with the contract documents and maintained adequate forces and equipment to complete the work within the contract time. | Exceptional ◉ |
| Exceptional performance was noted. The Contractor consistently performed all work in accordance with the contract documents and maintained adequate forces and equipment to complete the work within the contract time. | Satisfactory ○ |
| The Contractor generally performed all work in accordance with the contract documents and maintained adequate forces and equipment to complete the work within the contract time. | Unsatisfactory ○ |
| The Contractor failed to perform all work in accordance with the contract documents and/or failed to maintain adequate forces and equipment to complete the work within the contract time. The Contractor failed to implement adequate corrective measures. | Poor ○ |

**Notes & Comments**

The Contractor performed all work in accordance with the contract documents and maintained adequate forces and equipment to complete the work within the contract time. Documentation

## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

| | Contractor Score |
|---|---|
| MOT was installed and maintained in accordance with the Contract Documents and the Manual of Uniform Traffic Control Devices. No injuries occurred or damage to property occurred as a result of MOT. MOT was adjusted for changing conditions. Equipment was placed and removed in accordance with FDOT Standard Specifications. | Exceptional ○ |
| MOT was installed and maintained in accordance with the Contract Documents and the Manual of Uniform Traffic Control Devices. No injuries occurred or damage to property occurred as a result of MOT. MOT was adjusted for changing conditions. Equipment was placed and removed in accordance with FDOT Standard Specifications. | Satisfactory ◉ |
| MOT was installed and maintained in accordance with the Contract Documents and the Manual of Uniform Traffic Control Devices. No injuries occurred or damage to property occurred as a result of MOT. MOT was adjusted for changing conditions. Equipment was placed and removed in accordance with FDOT Standard Specifications. Documentation was not adequate. | Unsatisfactory ○ |
| Improper MOT was installed and maintained. Contractor failed to implement adequate corrective measures. No injuries occurred or damage to property occurred as a result of MOT. Documentation was not adequate. | Poor ○ |
| N/A was not used. | N/A ○ |

**Notes & Comments**

Although MOT was installed and maintained in accordance with the Contract Documents and the Manual of Uniform Traffic Control Devices, documentation was not adequate.

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## Category Three

**Timely and Complete Submittal of Documents and Reports**

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**Notes & Comments**

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## Category Four

**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

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Contractor: Fullerton Electric Company, LLC

Contract: EM08R

Evaluation Date: 08/31/2021

## Category Five

**Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies**

| | Performance Rating |
|---|---|
| Interaction with the Department personnel, traveling public, other contractors, property owners and other governmental agencies was professional, courteous and cooperative. Contractor was responsive to requests for information and assistance. | Excellent ◉ |
| Failure to maintain professional, courteous and cooperative relationship with the Department personnel, traveling public, other contractors, property owners and other governmental agencies. Contractor was not responsive to requests for information and assistance. | Satisfactory ○ |
| Some interaction issues with the Department personnel, traveling public, other contractors, property owners and other governmental agencies. Contractor was not responsive to requests for information and assistance. | Unsatisfactory ○ |
| Not applicable for this evaluation period. Contractor did not have interaction with the Department personnel, traveling public, other contractors, property owners and other governmental agencies. | N/A ○ |

**Notes & Comments**

No issues with interaction with the Department personnel, other contractors, property owners and other governmental agencies.

## Category Six

**Disadvantaged Business Enterprise (DBE) Reporting**

| | Performance Rating |
|---|---|
| Contractor's staff was very well qualified and capable to address sufficient utilization of DBE. Contractor's staff was very knowledgeable in the use of EOC System. Contractor's staff was very responsive to the Department's requests for information regarding DBE participation. Contractor's staff was very knowledgeable in the use of EOC System. The Department's requirements for reporting DBE participation were met. Contractor's staff was very responsive to the Department's requests for information regarding DBE participation. | Excellent ○ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately report DBE participation. Contractor's staff was responsive to the Department's requests for information regarding DBE participation. Contractor's staff was knowledgeable in the use of EOC System. The Department's requirements for reporting DBE participation were met. | Satisfactory ◉ |
| Contractor's staff did not sufficiently utilize the Equal Opportunity Compliance (EOC) System to adequately report DBE participation. Reminders to the Contractor to update the EOC System were required. Contractor's staff was not responsive to requests for information regarding DBE participation. | Unsatisfactory ○ |
| Contractor's staff failed to update the EOC System to report DBE participation. Contractor's staff was not responsive to requests for information regarding DBE participation. The Department's requirements for reporting DBE participation were not met. | Poor ○ |
| N/A - DBE goal was not established for Contractor's work. DBE participation was not required. | N/A ○ |

**Notes & Comments**

The contractor is DBE certified. All commitments and payments have been submitted in the EOC system.

DocuSign Envelope ID: A62CB486-9DD8-48CC-8CB1-C6C12CD7E1EB



Contractor: EMCOR

Evaluation Date/Time: 05/12/2023 | 3:39 PM EDT

**Overall Score: 96**

Summary

Facility Engineer commented on the following items: Area A, Area B, Area C, Area D, Area E, Area F, Area G, Area H, Area I, Area J, Area K, Area L, Area M, Area N, Area O, Area P, Area Q, Area R, Area S, Area T, Area U, Area V, Area W, Area X, Area Y, Area Z, Area AA, Area AB, Area AC, Area AD, Area AE, Area AF, Area AG, Area AH, Area AI, Area AJ, Area AK, Area AL, Area AM, Area AN, Area AO, Area AP, Area AQ, Area AR, Area AS, Area AT, Area AU, Area AV, Area AW, Area AX, Area AY, Area AZ, Area BA, Area BB, Area BC, Area BD, Area BE, Area BF, Area BG, Area BH, Area BI, Area BJ, Area BK, Area BL, Area BM, Area BN, Area BO, Area BP, Area BQ, Area BR, Area BS, Area BT, Area BU, Area BV, Area BW, Area BX, Area BY, Area BZ, Area CA, Area CB, Area CC, Area CD, Area CE, Area CF, Area CG, Area CH, Area CI, Area CJ, Area CK, Area CL, Area CM, Area CN, Area CO, Area CP, Area CQ, Area CR, Area CS, Area CT, Area CU, Area CV, Area CW, Area CX, Area CY, Area CZ, Area DA, Area DB, Area DC, Area DD, 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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# CONTRACTOR FIELD PERFORMANCE REPORT

375-020-43
MAINTENANCE
06/14

Contractor: FloTech Environmental

Contract: E5V32

Evaluation Date: February 24, 2022

Type of Evaluation: (•) Periodic ( ) Final

## Category One

**Pursuit and Timely Completion of Work**

| | Performance |
|---|---|
| The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded. | Excellent (•) |
| Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded. | Satisfactory ( ) |
| The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work. | Unsatisfactory ( ) |
| The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met. | Poor ( ) |

Notes & Comments

FloTech completed three cycles on time, with one cycle being delayed slightly due to staffing issues, and end-of-year holiday FDOT lane closure restrictions. Overall, all of the Department's expections regarding timely pursuit and completion of work have been met.

## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

| | Performance |
|---|---|
| MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public. | Excellent (•) |
| MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally. | Satisfactory ( ) |
| MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met. | Unsatisfactory ( ) |
| Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met. | Poor ( ) |
| N/A (To be used when MOT was not necessary or included in the contract). | N/A ( ) |

Notes & Comments

The Department has not received any complaints regarding improper MOT from either the FDOT Inspector, local municipality, or a private citizen. Upon request, FloTech has submitted all MOT Cards for their certified personel.

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Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: Feb 24, 2022

## Category Three

| **Timely and Complete Submittal of Documents and Reports** | Performance |
|---|---|
| Written correspondence and documentation were error free and critical dates were met. | Excellent ◉ |
| Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors. | Satisfactory ○ |
| Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal. | Unsatisfactory ○ |
| Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/ low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time. | Poor ○ |

Notes & Comments

The quality of all documents submitted have been exceptional. They are timely, error free, and all dates were met. Yinet does an outstanding job keeping the project organized. Keep up the good work!

## Category Four

| **Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements** | Performance |
|---|---|
| Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department. | Excellent ◉ |
| Contractor consistently performed quality work operations according to the contract with few errors. | Satisfactory ○ |
| Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work. | Unsatisfactory ○ |
| The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion. | Poor ○ |

Notes & Comments

FloTech has done a commendable job of ensuring the requirements of the contract and the Standards and Specifications of the Department are met. The Department has not been made aware of any concerns regarding illicit discharge. All work activities performed have been completed no guidance from Department Personnel.

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Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: Feb 24, 2022

## Category Five

| **Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and other Governmental agencies** | Performance |
|---|---|
| Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded. | Excellent ◉ |
| Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded. | Satisfactory ○ |
| Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met. | Unsatisfactory ○ |
| Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate. | Poor ○ |

| Notes & Comments |
|---|
| FloTech's interactions, coordination, and cooperation has consistantly exceeded expectations. Yinet regularly communicates with Department Personnel and responds to correspondance in a timely manner. The Department has not been made aware of any complaints from the public. |

## Category Six

| **Disadvantaged Business Enterprise (DBE) Reporting** | Performance |
|---|---|
| Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required. | Excellent ◉ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE issues was required. | Satisfactory ○ |
| Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required. | Unsatisfactory ○ |
| Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary. | Poor ○ |
| N/A (To be used when the Contractor is exempt from DBE reporting requirements.) | N/A ○ |

| Notes & Comments |
|---|
| Yinet is familiar with and has sufficiently utilized the EOC System to report DBE commitments and payments. FloTech has a DBE utilization of 32.3% |

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**Overall Score** 100

Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: Feb 24, 2022

Summary

FloTech consistently meets the Department's expectations in all measured categories. They have extensive knowledge of FDOT Standards and Procedures. Thank you for your dependability and consistency.

| | |
|---|---|
| Pursuit and Timely Completion of Work | Excellent |
| Maintenance of Traffic (MOT) & Safety Operations | Excellent |
| Timely and Complete Submittal of Documents and Reports | Excellent |
| Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements | Excellent |
| Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies | Excellent |
| Disadvantaged Business Enterprise (DBE) Reporting | Excellent |

Submitted By: DocuSigned by: Kelly Moss 2/24/2022 | 3:12 PM EST
Project Manager Date

DocuSigned by: Vinet Quintana 2/25/2022 | 8:19 AM EST
CONTRACTOR Date
(Signature does not indicate concurrence)

Reviewed By: DocuSigned by: Hector Matos 2/24/2022 | 3:12 PM EST
Cost Center Manager Date

Reviewed By: DocuSigned by: Christine Barone 2/25/2022 | 8:17 AM EST
District Maintenance Engineer Date

COPIES:
Contractor
Project File
District Maintenance Engineer - Original
Cost Center Manager

DS QB 2/24/2022 | 3:24 PM EST

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# CONTRACTOR FIELD PERFORMANCE REPORT

Contractor: Florida Engineered Construction, LLC

Contract: E8R03

Evaluation Period: Final

Evaluation Type: ○ Interim ◉ Final

## Category One

**Pursuit and Timely Completion of Work**

| | Rating |
|---|---|
| The Contractor provided adequate control over the work. Work Documents began prior to the schedule and operations were performed in less time than allowed on all Work Documents. | Exceptional ◉ |
| Exceptional: The Contractor provided adequate control over the work. Work Documents began prior to the schedule and operations were performed in less time than allowed on all Work Documents. | Satisfactory ○ |
| The Contractor provided adequate control over the work. Work Documents began prior to the schedule and operations were performed in more time than allowed on all Work Documents. | Unsatisfactory ○ |
| The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and operations were performed in more time than allowed on all Work Documents. The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and operations were performed in less time than allowed on all Work Documents. Satisfactory: The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and operations were performed in more time than allowed on all Work Documents. The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and operations were performed in less time than allowed on all Work Documents. Unsatisfactory: The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and operations were performed in more time than allowed on all Work Documents. The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and operations were performed in less time than allowed on all Work Documents. | Other ○ |

**Notes & Comments**

Contractor provided control over the work. ***All*** Work Documents began ***prior*** to the schedule and ***all*** operations were performed in ***less*** time than allowed on ***all*** Work Documents.

## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

| | Rating |
|---|---|
| Maintenance of Traffic and safety operations were adequate and met the requirements of the Contract Documents. No additional corrective measures were required to maintain adequate MOT and safety operations. Exceptional: Maintenance of Traffic and safety operations were adequate and met the requirements of the Contract Documents. Contractor provided adequate MOT and safety operations. Satisfactory: Maintenance of Traffic and safety operations were adequate and met the requirements of the Contract Documents. Contractor provided adequate FDOT Design Standard requirements. Unsatisfactory: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Other: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. | Exceptional ◉ |
| Maintenance of Traffic and safety operations were adequate and met the requirements of the Contract Documents. No additional corrective measures were required to maintain adequate MOT and safety operations. Exceptional: Maintenance of Traffic and safety operations were adequate and met the requirements of the Contract Documents. Satisfactory: Maintenance of Traffic and safety operations were adequate and met the requirements of the Contract Documents. Contractor provided adequate MOT and safety operations. Unsatisfactory: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Other: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. | Satisfactory ○ |
| Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Contractor provided adequate MOT and safety operations. Unsatisfactory: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Contractor provided inadequate MOT and safety operations. Safety operations were inadequate. Exceptional: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Satisfactory: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Contractor provided adequate MOT and safety operations. Safety operations were inadequate. Other: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Contractor provided inadequate MOT and safety operations. Safety operations were inadequate. | Unsatisfactory ○ |
| Other: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Contractor provided inadequate MOT and safety operations. Safety operations were inadequate. Exceptional: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Satisfactory: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Contractor provided adequate MOT and safety operations. Unsatisfactory: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Contractor provided inadequate MOT and safety operations. Safety operations were inadequate. Other: Maintenance of Traffic and safety operations were inadequate and met the requirements of the Contract Documents. Contractor provided inadequate MOT and safety operations. Safety operations were inadequate. | Other ○ |
| N/A was not selected. Maintenance of Traffic and safety operations were applicable and evaluated. | N/A ○ |

**Notes & Comments**

Contractor provided adequate MOT and safety operations. Safety operations were inadequate. FDOT Standard Index 102 was required to be implemented. Contractor provided adequate corrective measures.

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# CONTRACTOR
# FIELD PERFORMANCE REPORT

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## Category Three

**Timely and Complete Submittal of Documents and Reports**

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## Category Five

**Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies**

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## Category Six

**Disadvantaged Business Enterprise (DBE) Reporting**

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| Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal □ □□□r□□□□□□ C□□ □□□□□□□□ □E□C□S□□□□□□ □□□□□□□□□□□□ □□□ □□□□□□□□□r□□□□□ □□□□d r□□□□r□□□□□ D□E □□□□ □ □□□□ □□□□□□□□□□□□ □□□□□□ □□r□□d□□ □□□□□□□□ □□□□□□ E□C S□□□□□□ □□□ D□□□□r□□ □□□□□□□r□□□□□□□□□r□□□□□□□d □□□ □□□□□□□□ □□d □□□ □□□□□□□ □□□ □ □□□ □□□□ C□□r□□□□□r □□□ r□□□□□r□d □□□ D□E □□□□□□□□ □ □□□ r□□□□□r□□d□ | E□□□□□□□□□ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately □□□□□□□□□r□□□□□□ □□□d r□□□□r□D□E □□□□ □ □□□□ □□□□□□□□□□□□□ □□□□□□□ □□r□□d□□ □□□□□□□□ □□□□□□□ E□C S□□□□□□ □□□ D□□□□r□□ □□□□□□□r□□□□□□□□□r□□□□□□□d □□□r□ □□□□□ □□□□□□□□□□ □□□d □ □□□□□ □□□□□□□□□□□□ □□□ □ □□□□ □□□□ C□□r□□□□□r □□□ r□□□□r□d □□□ D□E □□□□□□□□ □ □□□ r□□□□□r□□d□ | S□□□□□□□□□r□ |
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C r E R

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**Overall Score:** 100

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Flotech Environmental, LLC. provided outstanding control over the work. All Work Documents began prior to the schedule and all operations were performed in less time than allowed on all Work Documents. The contractor provided outstanding supervision and qualified staff on all work performed requiring no input from Department staff, completing all Work Documents in less time than allowed. Flotech Environmental, LLC provided an outstanding amount of suitable equipment. Equipment performed outstandingly resulting in no delays on all work performed, contributing to all Work Documents completed in less time allowed. The contractor performed all MOT operations excellently in accordance with the FDOT Standard Index and required no input from the Department and received no customer complaint. The contractor had excellent interaction with the public and adjacent property owners, no complaint received. Flotech Environmental, LLC management and staff worked with the Department in an outstanding manner including both written and oral communication with advance planning on all work performed, eliminating possible future conflict points or concerns, resulting in no escalation of issues. The contractor provided all required documents and reports as required by the contract without being requested by the Department, with accuracy and completeness resulting in no returned documents on all work performed including invoicing. The contractor's cooperation with Department personnel was outstanding throughout the duration of the contract, responding immediately to staff concerns, resulting in positive feedback on performance. Flotech Environmental, LLC performed an outstanding final clean up of all work sites requiring no direction from Department staff, leaving the work site in better condition than before work began with no areas of concern

r d C r — Excellent

M r M S r — Excellent

d C S D d R r — Excellent

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12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No.

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

No.

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

List of Equipment Provided.

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

No objections.

## Equipment List

| Equipment Code | Description | Type | Make | Model | Year |
|---|---|---|---|---|---|
| V5 | 2002 Sterling LT8500 / Vactor 2100 | Vactor | Sterling | LT8500 | 2002 |
| V7 | 2000 Sterling LT7500 / Vactor 2100 | Vactor | Sterling | LT7500 | 2000 |
| V8 | 2005 International 7600 / Vactor 2100 | Vactor | International | 7600 | 2005 |
| V9 | 2015 Kenworth T800 / Vactor 2100 | Vactor | Kenworth | T800 | 2015 |
| V10 | 2018 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2018 |
| V11 | 2017 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2017 |
| V12 | 2018 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2018 |
| V13 | 2007 Sterling LT7500 / Vactor 2100 | Vactor | Sterling | LT7500 | 2007 |
| V14 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V15 | 2019 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2019 |
| V16 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V17 | 2018 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2018 |
| V18 | 2018 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2018 |
| V19 | 2012 Kenworth T440 / Vactor 2100 | Vactor | Kenworth | T440 | 2012 |
| V20 | 2019 Kenworth T880 / Vactor 2115 | Vactor | Kenworth | T880 | 2019 |
| V21 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V22 | 2019 Kenworth T880 / Vactor 2115 | Vactor | Kenworth | T880 | 2019 |
| V23 | 2020 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2020 |
| V24 | 2020 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2020 |
| TV2 | 2003 Ford E450 + Aries Mainline | CCTV Inspection | Ford | E450 | 2003 |
| TV4 | 2014 Ford F550 + CUES Mainline & Manhole Insp | CCTV Inspection | Ford | F550 | 2014 |
| TV6 | 2017 Ford F550 + Aries Mainline & Lateral Insp | CCTV Inspection | Ford | F550 | 2017 |
| TV7 | 2017 Ford F550 + CUES Mainline & Grout | CCTV Inspection | Ford | F550 | 2017 |
| TV8 | 2007 Ford F450 + CUES Mainline | CCTV Inspection | Ford | F450 | 2007 |
| TV9 | 2018 Ford F750 + CUES Grout | CCTV Inspection | Ford | F750 | 2018 |
| TV10 | 2017 Ford F550 + CUES LAMP2 & Lateral | CCTV Inspection | Ford | F550 | 2017 |
| TV11 | 2019 Ford F550 + CUES Mainline | CCTV Inspection | Ford | F550 | 2019 |
| TV12 | 2008 Ford E450 + CUES Mainline | CCTV Inspection | Ford | E450 | 2008 |
| TV13 | 2018 Ford F750 + CUES Grout | CCTV Inspection | Ford | F750 | 2018 |
| TV14 | 2021 Ford F550 + CUES Mainline | CCTV Inspection | Ford | F550 | 2021 |
| TV15 | 2016 Ford E450 + CUES Mainline & Lateral | CCTV Inspection | Ford | E450 | 2016 |
| BL1 | 2021 Kenworth T880 / Rush Inversion Heater | Boiler | Kenworth | T880 | 2021 |
| PK3 | 2015 F150 EXT CAB V6 4x2 | Support | Ford | F150 | 2015 |
| PK4 | 2005 Ford F350 Crew Mechanic Body | Support | Ford | F350 | 2005 |
| PK6 | 2015 Ford F250 CREW CAB 4x2 | Support | Ford | F250 | 2015 |
| PK8 | 2012 Ford F150 V8 4x2 | Support | Ford | F150 | 2012 |
| PK10 | 2012 RAM 3500 FLATBED 4x4 + Crane | Support | Dodge | RAM 3500 | 2012 |
| PK12 | 2016 Ford F150 V6 4x2 | Support | Ford | F150 | 2016 |
| PK14 | 2007 Ford Ranger 4 CYL 4x2 | Support | Ford | Ford Ranger | 2007 |
| PK16 | 2014 Ford F150 V6 4x2 | Support | Ford | F150 XL | 2014 |
| PK17 | 2017 Chevrolet Silverado 2500HD 4x4 | Support | Chevrolet | Silverado | 2017 |
| PK18 | 2017 Ford F150 Ext Cab V6 4x2 | Support | Ford | F150 XL | 2017 |
| PK19 | 2016 Chevrolet Colorado 4 CYL 4x4 | Support | Chevrolet | Colorado | 2016 |
| PK20 | 2015 Chevrolet Colorado 4 CYL 4x2 | Support | Chevrolet | Colorado | 2015 |
| PK21 | 2017 Ford F250 XL Crew 4x4 | Support | Ford | F250 XL | 2017 |
| PK22 | 2020 Chevrolet Silverado 1500 LT Crew 4x2 | Support | Chevrolet | Silverado 1500HD | 2020 |
| PK23 | 2015 Ford F350 XL Utility 4x2 | Support | Ford | F350 XL | 2015 |
| PK24 | 2018 Ford F450 Crew Cab Flatbed 4x4 | Support | Ford | F450 XL | 2018 |

| | | | | | |
|---|---|---|---|---|---|
| PK26 | 2011 Ford F250 XL 4x2 | Support | Ford | F250 XL | 2011 |
| PK27 | 2015 Chevrolet Silverado 2500HD UTILITY 4x2 | Support | Chevrolet | Silverado 2500HD | 2015 |
| PK28 | 2011 Ford F250 XL Crew Cab 4x2 | Support | Ford | F250 XL | 2011 |
| PK29 | 2002 International 4300 Attenuator | Support | International | 4300 | 2002 |
| PK30 | 2022 Honda Ridgeline Sport | Support | Honda | Ridgeline Sport | 2019 |
| PK31 | 2017 Nissan Titan XD 4x2 | Support | Nissan | Titan XD 4x2 | 2017 |
| PK34 | 2022 Chevrolet Silverado 1500 LT Crew 4x2 | Support | Chevrolet | Silverado 1500 LT Crew | 2022 |
| PK35 | 2017 Nissan Titan S 4x2 | Support | Nissan | Titan S 4x2 | 2017 |
| PK36 | 2021 Dodge RAM 2500 4x4 Crew Cab | Support | Dodge | RAM 2500 4x4 Crew Cab | 2021 |
| PK37 | 2021 Nissan Titan S 4x4 Ext Cab | Support | Nissan | Titan S 4x4 Ext Cab | 2021 |
| PK39 | 2021 Ford F150 XL Crew Cab 4x2 | Support | Ford | F150 XL Crew Cab 4x2 | 2021 |
| TL1 | 2008 ARNG Enclosed Trailer | Trailer | AOK | Enclosed Trailer | 2008 |
| TL2 | 2017 ARNG 18' Enclosed Trailer | Trailer | ARNG | 18' Enclosed Trailer | 2017 |
| TL3 | 2016 Diamond Cargo 16' Enclosed Trailer | Trailer | Diamond Cargo | 16' Enclosed Trailer | 2016 |
| TL4 | 2010 Doosan AirSource JD-T4 Compressor Trailer | Trailer | Doosan | AirSource JD-T4 Compressor Trailer | 2010 |
| TL5 | Stanley Easement Machine | Easement Machine | Stanley | MHP32232100 Easement Machine | 2017 |
| TL7 | 2008 O'Brien 7040-SC Jetter Trailer | Jetter | O'Brien | 7040-SC Jetter Trailer | 2008 |
| TL9 | 2017 LOOK Element 28' Enclosed Trailer | Trailer | Look | Element 28' Enclosed Trailer | 2017 |
| TL10 | 2012 Doosan P185WYM Compressor Trailer | Trailer | Doosan | P185WYM | 2012 |
| UT1 | 2020 Land Rover Defender | Utility | Land Rover | Defender | 2020 |
| UT3 | 2022 BMW X5 | Utility | BMW | X5 | 2022 |
| UT4 | 2019 BMW X3 M40i | Utility | BMW | X3 | 2019 |
| CV2 | 2014 Chevrolet Express - CV 2.1 | Cargo Van | Chevrolet | Express | 2014 |
| PT1 | 2011 International 8600 Pumper Truck | Pumper Truck | International | 8600 | 2011 |
| PT2 | 2010 Gorman-Rupp PA6D60-4045T 6" Trash Pump | Pumper Truck | Gorman-Rupp | PA6D60-4045T 6" Trash Pump | 2010 |
| PT3 | 2020 MultiQuip MQ62TKT 6" Trash Pump | Pumper Truck | MultiQuip | MQ62TKT 6" Trash Pump | 2020 |
| MB1 | 2012 Wanco WTLMB Message Board | MOT | Wanco | WTLMB Message Board | 2012 |
| MB2 | 2013 Wanco WTLMB Message Board | MOT | Wanco | WTLMB Message Board | 2012 |
| AB1 | 2018 Wanco WECO Arrow Board | MOT | Wanco | WECO Arrow Board | 2018 |
| AB2 | 2018 Wanco WECO Arrow Board | MOT | Wanco | WECO Arrow Board | 2018 |
| AB3 | 2018 Wanco WECO Arrow Board | MOT | Wanco | WECO Arrow Board | 2018 |
| AB4 | 2012 Work Area Protection Arrow Board | MOT | Work Area Protection | Arrow Board | 2012 |
| AB6 | 2006 Work Area Protection Arrow Board | MOT | Work Area Protection | Arrow Board | 2006 |
| AB7 | 2012 Wanco Arrow Board | MOT | Wanco | Arrow Board | 2012 |
| AB8 | 2014 Wanco Arrow Board | MOT | Wanco | Arrow Board | 2014 |
| AB9 | 2000 Work Area Protection Arrow Board | MOT | Work Area Protection | Arrow Board | 2000 |
| AB10 | 2009 Work Area Protection WAWW Arrow Board | MOT | Work Area Protection | WAWW-25 Arrow Board | 2009 |
| AB11 | 2011 Wanco WTSP Arrow Board | MOT | Wanco | WTSP Arrow Board | 2011 |
| AB12 | 2018 SolarTech Silent Sentinal Arrow Board | MOT | SolarTech | Silent Sentinal Arrow Board | 2018 |



# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness Yinet Quintana

(Authorized Signature in Ink)

Witness Karlos Ramos

Jose L. Ferre
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Managing Member
(Printed Title of Above Signer)

01/15/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

FLOTECH ENVIRONMENTAL



## Company Contact


657 South Drive, Suite 401

Miami, FL 33166

Email: estimating@flotechllc.com

Tel: (866) 299-3323

## Company Overview

Founded in 2012, Flotech Environmental, LLC is an SBE, DBE, South Florida based company dedicated to cleaning, inspection, repair and rehabilitation of wastewater conveyance systems. Flotech has cleaned and inspected over 6 million feet of wastewater conveyance systems in South Florida, making Flotech the premier company in this sector. In addition, Flotech provides related emergency flood mitigation, sewage spillage clean-up, dewatering, bypass pumping, wastewater hauling, soil stabilization and soft dig services.

Our team ~50 qualified and dedicated professionals deliver an array of trenchless rehabilitation services. Provided in this qualifications package is an expansive list of past projects throughout Florida, demonstrating Flotech's expert level of industry knowledge and firm commitment to clients and service.

## Locations

Miami | Fort Lauderdale | Palm Beach | Tampa | Orlando

## Certifications

**CGC-FL | SBE | DBE | PACP |MACP | LACP | Temporary Traffic Control**




**Website**
**www.flotechllc.com**

# Scope of Services

**Vacuum Truck Cleaning Services**

- **Storm & Sanitary Sewers**
- **French Drain**
- **Deep Well**
- **Box Culvert**
- **Outfall/Barnacle Removal**
- **Environmental Clean-up**
- **Mechanical Cleaning (Root, Tuberculation, Grease, Mineral)**

**Inspection Services**

- **Certified Sanitary Sewer Evaluation Studies**
- **Leak Detection (Air, Dye & Smoke Testing)**
- **Flow Monitoring**
- **NASSCO Certified PACP, MACP, LACP CCTV Inspections**
- **GIS Data Collection**
- **Laser Profile**

**Repair & Installation Services**

- **Pipeline Rehabilitation by CIPP & SIPP**
- **Internal Joint Seals**
- **Chemical Grouting of Lateral Services & Pipe Joints**
- **Manhole Rehabilitation**
- **Injection Grouting**
- **Outfall Check-Valve & Flapgate Installation**
- **Soil Stabilization**

**Hydro-Excavation Services**

**Support Services**

- **Plug Installation**
- **Bypass & Dewatering**
- **Commercial Dive Services**
- **Maintenance of Traffic**
- **Hauling & Disposal**

**Emergency Services**

- **Flood Response**
- **Disaster Relief**
- **Environmental Clean-up**

## Combination Jet-Vac Services





Flotech's investment in high-performance equipment and fleet management program ensures reliable and dependable service. Flotech's 20 Combination Jet-Vac Trucks are recognized to be the best in class fleet, with 2,500 psi/100,000 GPM high pressure Jet Rodder pumps and powerful Positive Displacement blower producing 5000 CFM; capable of pulling material long distances into 15 CY (3,000 Gal) debris tanks. This combination of equipment is best suited to efficiently tackle the most demanding blockages and frequent sewage spills. Our vacuum trucks also provide a fast and safe way to remove material, without requiring a backhoe or other traditional digging equipment to excavate a site with utility locations for water, gas, electric, telephone and fiber optic lines. This is ideal in emergency situations where time is of the essence, such as fixing water main breaks.

- Sanitary Sewer Cleaning
- Storm Drainage Desilting
- Storm Drainage Well Desilting
- Canal and Drainage Ditch Clean-up
- Mechanical Cleaning (Root, Tuberculation, Grease, Mineral and Barnacle Removal)
- Hydro-Excavation and Soft Dig for Utility Locates





## Inspection & Assessment Services

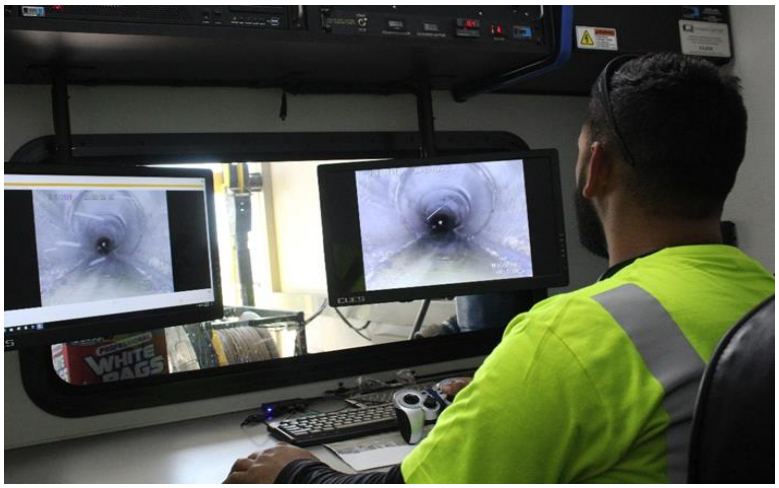


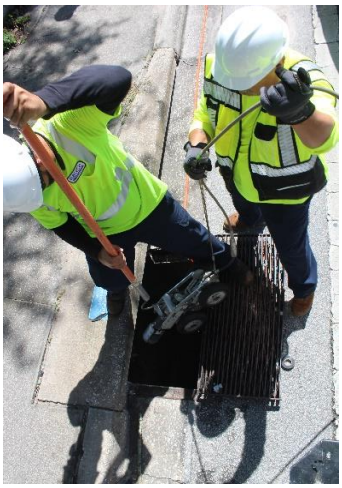

Flotech offers inspection and assessment expertise in video analog technology, high definition digital technology, laser profiling, smoke testing, flow monitoring, pressure testing and pipe deflection testing to identify and document deficiencies such as dips, offset joints, cracks, roots, blockages, infiltration, and more. All of our operators are NASSCO certified and produce accurate assessment of pipeline condition that help prevent faulty installations, predict potential failure points, identify deficiencies in need of repair and offer preventative maintenance for drainage and sanitary sewer systems.

- CCTV & High-Resolution Digital Side Scanning Pipeline Inspections (PACP Certified)
- Manhole, Wet Wells, Drainage Structure Inspections (MACP Certified)
- Sanitary Sewer Lateral Inspections (LACP Certified)
- Laser Profiling
- Deflection Testing
- Certified Sanitary Sewer Evaluation Studies (SSES)
- Leak Detection (Air, Dye & Smoke Testing)
- Flow Monitoring Data Collection
- GIS Data Collection



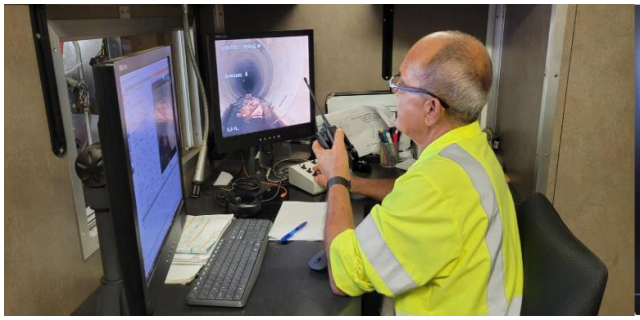



## Repair & Rehabilitation Services


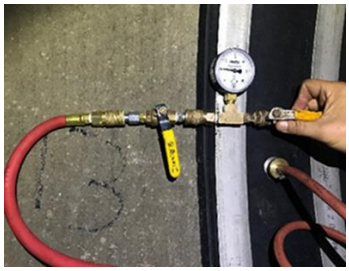


Flotech performs an array of trenchless repair and rehabilitation services. We are certified applicators for the major coating manufacturers of calcium aluminate, cementitious and epoxy type coatings for structures. Flotech is also certified installer for the leading chemical grout, Internal Joint Seals, Check Valves and Cured-In-Place Pipe (CIPP) manufacturers.

- Cured-In-Place Pipe (CIPP) Pipeline Rehabilitation (MH to MH)
- Short Cured-In-Place Pipe (SCIPP) Spot Repair
- Internal Joint Seal of Pipeline
- Chemical Grout Sealing of Structures, Mainline Joints and Service Laterals
- Manhole Repair & Rehabilitation
- Storm Drain Outfall Check-Valve & Flap Gate Installation & Maintenance
- Sinkhole/Soil Stabilization- Cementitious and Chemical Grout





## Emergency Preparedness

Being a disaster relief service, it is Flotech's motto to "hope for the best and prepare for the worst". Preparation is key to ensuring successful service and safety during an emergency situation. Our company attentively monitors all possibilities of natural disasters, year-round throughout Florida. In the event of a possible storm or flood, our team is organized to plan for all risks and likelihoods.

## Emergency Response

Flotech's experienced management team knows what to expect and how to respond to large-scale natural disasters. Each work site is assessed for best course of action. Progress photos are cataloged, and production is recorded daily; noting location, quantity of debris removed and corresponding disposal service facility location and disposal quantity. Disposal tickets are also recorded per work site.

This level of management proficiency dates to Flotech's assignment as First Responders for Hurricane Katrina in New Orleans, Louisiana in 2005, which consisted of unblocking hundreds of thousands of linear feet of storm water drains to alleviate flooding. Because of the scale and resources of our fleet, we are able to meet rigorous demand response times performing all operations necessary to completely remove any type of blockage and restore flow to wastewater conveyance systems.

Flotech's investment in high-performance equipment and fleet management program ensures reliable and dependable service. Flotech's 20+ Combination Jet-Vac Trucks are recognized to be the best-inclass fleet, with 2,500 psi/100,000 GPM high pressure Jet Rodder pumps and powerful Positive Displacement blower producing 5000 CFM; capable of pulling material long distances into 15 CY (3,000 Gal) debris tanks. This combination of equipment is best suited to efficiently tackle the most demanding blockages and frequent sewage spills. Our vacuum trucks also provide a fast and safe way to remove material, without requiring a backhoe or other traditional digging equipment to excavate a site with utility locations for water, gas, electric, telephone and fiber optic lines. This is ideal in emergency situations where time is of the essence, such as hurricane disaster relief or fixing water main breaks.

Although our company was founded in South Florida, Flotech now has active operating offices in Orlando, Tampa and West Palm Beach. Our fleet of over 20 Vactor trucks and 50+ seasoned operators are on-call for emergency services all throughout the State. In the event of a natural disaster or emergency, Flotech management is prepared to quickly assess, plan and re-allocate resources using effective communication and advanced technology. Emergency calls can be responded to within 1-2 hour notice in most cases and maximum 3 hours should work site be located at an extended distance from any of our operations center.

**Teamwork at Work:**

During Flotech's impressive project history, we have encountered numerous on-site challenges, all of which we can proudly state have been resolved in a timely and effective manner. For instance, the resolution of schedule conflict in March 2020: Flotech's South, FL crews were assigned to multi night-work on a sectional installation project in Broward County, when we received City of Miami Beach emergency force main break call requiring 24-hour, full week Vactor services. Team communication, resource planning and GPS fleet tracking resulted in the speedy reallocation of resources from our Central, FL center to ensure both projects were serviced and all commitments were kept. Remaining in constant communication, Flotech is experienced in handling emergency calls and last-minute changes to project's schedule, due to weather, client needs or other unforeseen conditions.

## Safety

Safety is paramount to our company. The safety of Flotech's team members, client inspectors and local citizens are our first consideration when planning and completing all operations. Flotech's dedicated Safety Director oversees the health and safety of our team holding daily toolbox meetings, weekly safety topics, and enforcing our Fleet, Operations and Hurricane Preparedness safety programs. Our crews are certified in OSHA 10-hour, Advanced MOT (Traffic) and Confined Space Entry, amongst other safety certifications.

## Diversity

As a 100% Minority Owned Business, Flotech Environmental has pride in our diverse team! We are a certified Minority Business Enterprise (MBE) with FDOT and encourage diversity throughout our hiring practices. Current breakdown of our team's workforce and ownership is detailed below:

Hispanic: 68 %
White: 18 %
Black: 14%

## Support Services






Progressive safety practices and damage prevention are essential to the key benefits of using a proven leader in Florida. Our safety procedures include operational risk management, employee training and education, employee hydration process, daily vehicle inspections and safety audits.
Our crews are certified to self-perform dewatering, by-pass pumping and temporary traffic control.

- Temporary Traffic Control
- Bypass & Dewatering
- Flood Response
- Disaster Relief
- Open Cut Point Repairs








# José Ferré

*Managing Member, COB*

Flotech Environmental LLC was founded by Mr. Ferré in January of 2012 to service the growing Inflow & Infiltration (I/I) rehabilitation challenges found in storm water drainage and sanitary sewer infrastructure throughout Florida. The core scope of services includes pipe line cleaning & CCTV inspection, repair and rehabilitation. In addition, Flotech provides related emergency flood mitigation, sewage spillage clean-up, dewatering, bypass pumping, wastewater hauling, soil stabilization and soft dig services. FloTech Environmental prime market consists of utility contractors and government agencies.

Prior to Flotech Environmental Mr. Ferré had Profit & Loss responsibility for over $ 150 million related to wastewater collection system maintenance and rehabilitation since 1998. As a project manager for Insituform Technologies, Inc. from 10/1998 to 4/2003, Mr. Ferré planned, scheduled & managed all activities in support of 7 CIPP installation crews up to 50 clients throughout Florida, representing $ 27 million revenue/year. In 2003 Mr. Ferré contracted with Houston based Re-Pipe, Inc. as Operations Manager of Miami subsidiary SOS Construction, Inc. to run $ 8 million operation consisting of mainline CIPP installations, sectional point repairs, chemical grout sealing, soil stabilization, large diameter cleaning & CCTV inspections.

In 2004, Mr. Ferré joined Miami based storm water drainage maintenance contractor, Envirowaste Services Group, Inc as Primary Qualifier and Vice President to start up and run I & I Rehabilitation Division. Within 5 years the division was generating revenues upwards of $ 8 million with a trained work force of 50 employees dedicated to internal sectional point repairs, lateral service lining, mainline pipe joint testing and chemical grout repairs, manhole rehabilitation, PACP CCTV inspections and open cut pipeline repairs and installations.

**EDUCATION**

- M.Arch 1986, Georgia Tech, Atlanta, GA
- B.A. 1982 University of Miami, Coral Gables, FL

**CERTIFICATIONS**

- Certified General Contractor State of Florida CGC061052
- ATSSA – Advanced MOT Certified

# Roberto Luna

*Managing Member| Project Manager*

Over the course of 19 years Mr. Luna has seasoned qualifications as an Operations Manager with the technical qualifications that provide expert evaluation on I/I assessment and repair methodologies. As a certified operator for the National Association of Sewer Service Companies for both Pipeline Assessment and Certification Program (PACP) and Manhole Assessment and Certification Program (MACP), Mr. Luna assures that Flotech's CCTV crews deliver accuracy of data collection which is critical to a successful SSES, and ultimately a good operating wastewater collection system. During Mr. Luna's tenure Flotech has cleaned and inspected over 4,000,000. LF of storm drain and sewer pipe throughout Florida.

Prior to Flotech, Mr. Luna was founder and president of Environmental Technical Services (ETS), a pipe cleaning and inspection company based in Miami, FL from Nov 2007 to 2012 which Flotech acquired.

From Aug 2001-Sept 2006, Mr. Luna was General Superintendent with oversight responsibility of operations for Envirowaste Services Group, Miami, FL. His tasks included problem solving in the field, maintenance of vehicles and equipment, and safety reports. The scope of services consisted of Flow Monitoring, Smoke Testing, CCTV inspection of the lines, and pipe cleaning.

**EDUCATION**

- B.S. Mechanical Engineering 1985
  Havana University, Havana, Cuba

**CERTIFICATIONS**

- NASSCO Pipeline Assessment and Certification Program (PACP)
- NASSCO Manhole Assessment and Certification Program (MACP)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRE, JOSE L

FLOTECH ENVIRONMENTAL, LLC
675 SOUTH DRIVE SUITE 401
MIAMI SPRINGS FL 33166

**LICENSE NUMBER: CGC061052**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5091

ACRISURE®

April 22, 2024

**RE: Flotech Environmental, LLC**

To Whom It May Concern,

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Flotech Environmental, LLC. Their Surety is United States Fire Insurance Company which carries an A.M. Best rating of A XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of $13,000,000.00 for single projects and $20,000,000.00 total aggregate. We obviously reserve the right to review final contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Flotech Environmental, LLC is an excellent contractor and we hold them in the high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not assumption of liability; nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our client.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Charles J. Nielson
Resident Agent

**Equipment List**

| Equipment Code | Description | Type | Make | Model | Year |
|---|---|---|---|---|---|
| V5 | 2002 Sterling LT8500 / Vactor 2100 | Vactor | Sterling | LT8500 | 2002 |
| V7 | 2000 Sterling LT7500 / Vactor 2100 | Vactor | Sterling | LT7500 | 2000 |
| V8 | 2005 International 7600 / Vactor 2100 | Vactor | International | 7600 | 2005 |
| V9 | 2015 Kenworth T800 / Vactor 2100 | Vactor | Kenworth | T800 | 2015 |
| V10 | 2018 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2018 |
| V11 | 2017 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2017 |
| V12 | 2018 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2018 |
| V13 | 2007 Sterling LT7500 / Vactor 2100 | Vactor | Sterling | LT7500 | 2007 |
| V14 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V15 | 2019 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2019 |
| V16 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V17 | 2018 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2018 |
| V18 | 2018 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2018 |
| V19 | 2012 Kenworth T440 / Vactor 2100 | Vactor | Kenworth | T440 | 2012 |
| V20 | 2019 Kenworth T880 / Vactor 2115 | Vactor | Kenworth | T880 | 2019 |
| V21 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V22 | 2019 Kenworth T880 / Vactor 2115 | Vactor | Kenworth | T880 | 2019 |
| V23 | 2020 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2020 |
| V24 | 2020 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2020 |
| TV2 | 2003 Ford E450 + Aries Mainline | CCTV Inspection | Ford | E450 | 2003 |
| TV4 | 2014 Ford F550 + CUES Mainline & Manhole Insp | CCTV Inspection | Ford | F550 | 2014 |
| TV6 | 2017 Ford F550 + Aries Mainline & Lateral Insp | CCTV Inspection | Ford | F550 | 2017 |
| TV7 | 2017 Ford F550 + CUES Mainline & Grout | CCTV Inspection | Ford | F550 | 2017 |
| TV8 | 2007 Ford F450 + CUES Mainline | CCTV Inspection | Ford | F450 | 2007 |
| TV9 | 2018 Ford F750 + CUES Grout | CCTV Inspection | Ford | F750 | 2018 |
| TV10 | 2017 Ford F550 + CUES LAMP2 & Lateral | CCTV Inspection | Ford | F550 | 2017 |
| TV11 | 2019 Ford F550 + CUES Mainline | CCTV Inspection | Ford | F550 | 2019 |
| TV12 | 2008 Ford E450 + CUES Mainline | CCTV Inspection | Ford | E450 | 2008 |
| TV13 | 2018 Ford F750 + CUES Grout | CCTV Inspection | Ford | F750 | 2018 |
| TV14 | 2021 Ford F550 + CUES Mainline | CCTV Inspection | Ford | F550 | 2021 |
| TV15 | 2016 Ford E450 + CUES Mainline & Lateral | CCTV Inspection | Ford | E450 | 2016 |
| BL1 | 2021 Kenworth T880 / Rush Inversion Heater | Boiler | Kenworth | T880 | 2021 |
| PK3 | 2015 F150 EXT CAB V6 4x2 | Support | Ford | F150 | 2015 |
| PK4 | 2005 Ford F350 Crew Mechanic Body | Support | Ford | F350 | 2005 |
| PK6 | 2015 Ford F250 CREW CAB 4x2 | Support | Ford | F250 | 2015 |
| PK8 | 2012 Ford F150 V8 4x2 | Support | Ford | F150 | 2012 |
| PK10 | 2012 RAM 3500 FLATBED 4x4 + Crane | Support | Dodge | RAM 3500 | 2012 |
| PK12 | 2016 Ford F150 V6 4x2 | Support | Ford | F150 | 2016 |
| PK14 | 2007 Ford Ranger 4 CYL 4x2 | Support | Ford | Ford Ranger | 2007 |
| PK16 | 2014 Ford F150 V6 4x2 | Support | Ford | F150 XL | 2014 |
| PK17 | 2017 Chevrolet Silverado 2500HD 4x4 | Support | Chevrolet | Silverado | 2017 |
| PK18 | 2017 Ford F150 Ext Cab V6 4x2 | Support | Ford | F150 XL | 2017 |
| PK19 | 2016 Chevrolet Colorado 4 CYL 4x4 | Support | Chevrolet | Colorado | 2016 |
| PK20 | 2015 Chevrolet Colorado 4 CYL 4x2 | Support | Chevrolet | Colorado | 2015 |
| PK21 | 2017 Ford F250 XL Crew 4x4 | Support | Ford | F250 XL | 2017 |
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| TL4 | 2010 Doosan AirSource JD-T4 Compressor Trailer | Trailer | Doosan | AirSource JD-T4 Compressor Trailer | 2010 |
| TL5 | Stanley Easement Machine | Easement Machine | Stanley | MHP32232100 Easement Machine | 2017 |
| TL7 | 2008 O'Brien 7040-SC Jetter Trailer | Jetter | O'Brien | 7040-SC Jetter Trailer | 2008 |
| TL9 | 2017 LOOK Element 28' Enclosed Trailer | Trailer | Look | Element 28' Enclosed Trailer | 2017 |
| TL10 | 2012 Doosan P185WYM Compressor Trailer | Trailer | Doosan | P185WYM | 2012 |
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| CV2 | 2014 Chevrolet Express - CV 2.1 | Cargo Van | Chevrolet | Express | 2014 |
| PT1 | 2011 International 8600 Pumper Truck | Pumper Truck | International | 8600 | 2011 |
| PT2 | 2010 Gorman-Rupp PA6D60-4045T 6" Trash Pump | Pumper Truck | Gorman-Rupp | PA6D60-4045T 6" Trash Pump | 2010 |
| PT3 | 2020 MultiQuip MQ62TKT 6" Trash Pump | Pumper Truck | MultiQuip | MQ62TKT 6" Trash Pump | 2020 |
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| AB9 | 2000 Work Area Protection Arrow Board | MOT | Work Area Protection | Arrow Board | 2000 |
| AB10 | 2009 Work Area Protection WAWW Arrow Board | MOT | Work Area Protection | WAWW-25 Arrow Board | 2009 |
| AB11 | 2011 Wanco WTSP Arrow Board | MOT | Wanco | WTSP Arrow Board | 2011 |
| AB12 | 2018 SolarTech Silent Sentinal Arrow Board | MOT | SolarTech | Silent Sentinal Arrow Board | 2018 |



Client#: 1924855 FLOTEENV

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2023

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

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

| PRODUCER | CONTACT NAME: Brian Peralta |
|---|---|
| USI Insurance Services, LLC/CL<br>201 Alhambra Circle, Suite 1401<br>Coral Gables, FL 33134-5108<br>305 669-6000 | PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No):<br>E-MAIL ADDRESS: brian.peralta@usi.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AXIS Surplus Insurance Company | 26620 |
| INSURER B : Everest Indemnity Insurance Company | 10851 |
| INSURER C : Federal Insurance Company | 20281 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Flotech Environmental, LLC
657 South Dr Ste 401
Miami Springs, FL 33166-5926

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | SP004630032023 | 09/08/2023 | 09/08/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$100,000<br>$5,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | X | X | 54326340 | 09/08/2023 | 09/08/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | EF4CU01751231 | 09/08/2023 | 09/08/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $5,000,000<br>$5,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 54326341 | 09/08/2023 | 09/08/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Pollution Liab | X | X | SP004630032023 | 09/08/2023 | 09/08/2024 | Occ - 1M/Agg - 2M | |
| A | Professional Liab | | | SP004630032023 | 09/08/2023 | 09/08/2024 | Claim - 1M/Agg - 2M | |

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# State of Florida

## Minority Business Certification

Flotech Environmental LLC

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

04/24/2023 to 04/24/2025

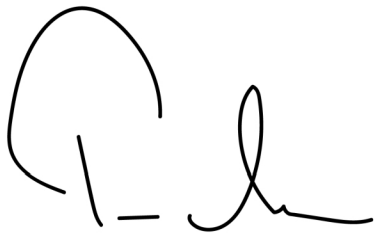

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

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

## Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-89

**Ambient Technologies, Inc DBA ATI GeoView, Inc. & ATI Companies, LLC**

is hereby certified as a

**Minority Business Enterprise (MBE)**

In the following specialty(ies)

**Geological/Environmental Studies & Consulting; Contamination Assessments, Asbestos Abatement/Removal; Microbiological Testing/ Consulting; Ground Water Studies; Geophysical Survey Services; Envir. Well Drilling; Utility Locating**

**The certification is valid from May 10, 2024 to June 2, 2026**

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**Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.**

**Gregory K. Hart, Manager**
**Minority and Small Business Manager**

**Board of County Commissioners**
**Economic Development Department**
**Minority and Disadvantaged Business Development**

# Minority/Woman Business Certification

FLOTECH ENVIRONMENTAL, LLC

HC-3239/24

Valid from May 22, 2024 - May 22, 2026

**Approved Lines of Business:**

Desilting, Dewatering Inspection, Chemical Grouting, Drainage Pipe Culvert, Structural Construction & Rehabilitation

Theresa Kempa, Manager, MCA
Minority & Small Business Enterprises Division

# Palm Beach County
# Office of Equal Business Opportunity

Certifies That

## Flotech Environmental LLC.

Vendor # **VS0000005868**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from*

***January 12, 2022 to January 11, 2025***

The following services and/or products are covered under this certification:

**Maintenance and Repair, Sewer and Storm Drain Including Removal; Maintenance and Repair, Water System, Main and Service Line; Pipe and Pipe Fittings Maintenance and Repair; Pipeline Equipment Maintenance and Repair; Pipeline Management Services; Pipeline Pressure Flushing Services; Storm Drainage; Wastewater Treatment Plant, Operations, and Testing; Water Supply Plant Operating and Monitoring System Services; Water Supply and Sewage Treatment Equipment Maintenance and; Water and Sewer Equipment, including Well Pointing Equipment Rental or Lease; Water and Wastewater Treatment Services**

Allen Gray, Manager
01/12/2022

PALM BEACH COUNTY • FLORIDA

**Palm Beach County Board of County Commissioners**

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

**County Administrator**
Verdenia C. Baker

**MODIFICATION**

# Palm Beach County
# Office of Equal Business Opportunity

Certifies That

## Flotech Environmental LLC.

Vendor # **VS0000005868**

*is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from*

***March 14, 2022 to January 11, 2025***

The following services and/or products are covered under this certification:

**Maintenance and Repair, Sewer and Storm Drain Including Removal; Maintenance and Repair, Water System, Main and Service Line; Pipe and Pipe Fittings Maintenance and Repair; Pipeline Equipment Maintenance and Repair; Pipeline Management Services; Pipeline Pressure Flushing Services; Storm Drainage; Wastewater Treatment Plant, Operations, and Testing; Water Supply Plant Operating and Monitoring System Services; Water Supply and Sewage Treatment Equipment Maintenance and; Water and Sewer Equipment, including Well Pointing Equipment Rental or Lease; Water and Wastewater Treatment Services**

Allen Gray, Manager
01/12/2022

PALM BEACH COUNTY • FLORIDA

**Palm Beach County Board of County Commissioners**

Robert S. Weinroth, Mayor
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Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

**County Administrator**
Verdenia C. Baker

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CERTIFIED

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

# THIS CERTIFICATE IS AWARDED TO

## FLOTECH ENVIRONMENTAL, LLC

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT OF 2012, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

**County Business Enterprise (CBE)**

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2022.03.03 15:16:59 -05'00'

AUTHORIZED REPRESENTATIVE

**Anniversary Date: March 1st**

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

BROWARD.ORG/SMALLBUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664

# PINELLAS COUNTY
# SMALL BUSINESS ENTERPRISE PROGRAM

THIS CERTIFICATE IS AWARDED TO

## Flotech Environmental, LLC

HAS SUCCESSFULLY COMPLETED THE
SBE Certification Requirements for:

Utilities & Environmental Waste Services

Certification Expires:
1/31/2025

**Approved:**
**2/1/2022**



**SIGNED**, *Corey McCaster*

Pinellas County

MIAMI-DADE COUNTY
miamidade.gov

**Internal Services Department**
**Small Business Development**
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

August 19, 2021

Jose L. Ferre
Flotech Environmental, LLC
657 South Drive
Ste 401
Miami, FL 33166-0341

Approval Date: April 30, 2021 Small Business Enterprise - Construction (SBE-Con)
Expiration Date: April 30, 2024

Dear Jose L. Ferre,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Construction (SBE-Con) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
NAICS 236115: NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236116: NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236117: NEW HOUSING FOR-SALE BUILDERS
NAICS 236118: RESIDENTIAL REMODELERS
NAICS 236210: INDUSTRIAL BUILDING CONSTRUCTION
NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION

MIAMI-DADE COUNTY
miamidade.gov

**Internal Services Department**
**Small Business Development**
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

November 16, 2022

Jose L. Ferre
FLOTECH ENVIRONMENTAL, LLC
657 South Drive
Ste 401
Miami, FL 33166-0341

**Approval Date:** November 14, 2022 - Disadvantaged Business Enterprise (DBE)
**Anniversary Date:** November 14, 2023

Dear Jose L. Ferre,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,



Jeanise Cummings-Labossiere
Section Chief, Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 236115: NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236116: NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236117: NEW HOUSING FOR-SALE BUILDERS
NAICS 236118: RESIDENTIAL REMODELERS
NAICS 236210: INDUSTRIAL BUILDING CONSTRUCTION
NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS
NAICS 238120: STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS
NAICS 238910: SITE PREPARATION CONTRACTORS

*Florida Department of Transportation*

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

11/10/2021

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

FLOTECH ENVIRONMENTAL LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,



Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

**AFFIRMATIVE ACTION PLAN EXPIRATION: 11/10/2024**

**This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.**

# Municipal Client List

Broward County
City of Apopka
City of Hollywood
City of Miami Beach
City of North Miami
City of Opa-locka
City of Palm Bay
City of Sarasota
City of St. Augustine
City of Winter Gardens
FDOT District 1
FDOT District 2
FDOT District 4
FDOT District 5
FDOT District 6
FDOT District 7
FDOT District 8
Indian River County
Lake County
Miami-Dade County DRM
Miami-Dade County WASD
North Bay Village
Orange County
Sarasota County
Sumter County
The Villages
Town of Lake Park
Village of Pinecrest
Volusia County
Indian Creek Village

**Evaluation Refreshers:** Do's and Don'ts | Process and Procedures | Q & A's | Help

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Regulatory and Economic Resources

### Contractor Evaluation

MCC Contract: PE DRM-SCT-2022
Contractor: FLOTECH ENVIRONMENTAL LLC
Department Contact: Mario Lopez (305) 372-6556

Evaluation Type: Standard Evaluation
FEIN: 454556187
Award Amount: $634,175.00

Site Project Name: Cleaning of Slab Covered Trenches and Associated Drainage Systems

Site Location: SR 5 (Biscayne Blvd.) from NE 6th Street to SE 2nd Street and SR 25 (NW 36th St.) from NW 37th (

Evaluator ID: mlopez2 Date: 2/16/2023 Period: Project conclusion or closeout

| | Rating * 4 | 3 | 2 | 1 | N/A | Criteria |
|---|---|---|---|---|---|---|
| 1- | ◉ | ○ | ○ | ○ | ○ | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ◉ | ○ | ○ | ○ | ○ | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ◉ | ○ | ○ | ○ | ○ | Vision - Design - Concepts or adherence to criteria. |
| 4- | ◉ | ○ | ○ | ○ | ○ | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ◉ | ○ | ○ | ○ | ○ | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ○ | ◉ | ○ | ○ | ○ | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ◉ | ○ | ○ | ○ | ○ | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ○ | ◉ | ○ | ○ | ○ | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ◉ | ○ | ○ | ○ | ○ | Commitment - Intangibles & contribution to project success. |
| 10- | ◉ | ○ | ○ | ○ | ○ | Personnel - Quality and dedication of project staff. |
| 11- | ◉ | ○ | ○ | ○ | ○ | Management - Leadership ability. |
| 12- | ◉ | ○ | ○ | ○ | ○ | Quality - Work performed correctly the first time. |

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Mario Lopez at phone# 305-372-6556

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Mario Lopez Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: Jose Ferre, Managing Member Flotech Environmental LLC

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* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

---

ADD EMail Mario Lopez

Exit

Date Last Edited : 04/29/2010 -16:35:06

DocuSign Envelope ID: A62CB486-9DD8-48CC-8CB1-C6C12CD7E1EB



# CONTRACTOR FIELD PERFORMANCE REPORT

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## Category One

**Pursuit and Timely Completion of Work**

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## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

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## Category Three

**Timely and Complete Submittal of Documents and Reports**

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## Category Four

**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

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## Category Five

**Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies**

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## Category Six

**Disadvantaged Business Enterprise (DBE) Reporting**

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| Contractor's staff was very well qualified and capable to address sufficient utilizat□□ □□□□□ E□□□□ □ □□□r□□□□□ C□□ □□□□□□□ □E□C□S□□□□□ □□□□□□□□□□□ □□ □□□□□□□r□□□□ □□□d r□□□r□□□□ D□E □□□□ □ □□□ □□□□□□□□□□ □□□□□ □□r□d□□ □□□□□□□ E□C S□□□□□ □□ D□□□r□□ □□□□□□r□□□□□□r□□□□□d □□ □□□□□□□ □□d □□ □□□□□□ □□ □ □□□ □□□□ C□□r□□□□r □□ r□□□rd □□ D□E □□□□□□□ □ □□r□□□□r□d□ | E□□□□□□□□ ○ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately □□□□□□□r□□□□□ □□d r□□□r□D□E □□□□ □ □□□ □□□□□□□□□□ □□□□□ □□r□d□□ □□□□□□□ □□□□□ E□C S□□□□□ □□ D□□□r□□ □□□□□□r□□□□□□□r□□□□□d □□r□ □□□□ □□□□□□□ □□d □ □□□□ □□□□□□□□□ □□□ □ □□□□ □□□□ C□□r□□□□r □□ r□□□rd □□ D□E □□□□□□□□□□□□□□□ | S□□□□□□□□r□ ◉ |
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**Notes & Comments**

The contractor is DBE certified. All commitments and payments have been submitted in the EOC system.

MAIN ENANCE

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**Overall Score:** 96

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# CONTRACTOR FIELD PERFORMANCE REPORT

Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: February 24, 2022
Type of Evaluation: (•) Periodic ( ) Final

## Category One

**Pursuit and Timely Completion of Work**

| | Performance |
|---|---|
| The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded. | Excellent (•) |
| Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded. | Satisfactory ( ) |
| The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work. | Unsatisfactory ( ) |
| The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met. | Poor ( ) |

Notes & Comments

FloTech completed three cycles on time, with one cycle being delayed slightly due to staffing issues, and end-of-year holiday FDOT lane closure restrictions. Overall, all of the Department's expections regarding timely pursuit and completion of work have been met.

## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

| | Performance |
|---|---|
| MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public. | Excellent (•) |
| MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally. | Satisfactory ( ) |
| MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met. | Unsatisfactory ( ) |
| Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met. | Poor ( ) |
| N/A (To be used when MOT was not necessary or included in the contract). | N/A ( ) |

Notes & Comments

The Department has not received any complaints regarding improper MOT from either the FDOT Inspector, local municipality, or a private citizen. Upon request, FloTech has submitted all MOT Cards for their certified personel.

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Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: Feb 24, 2022

## Category Three

| **Timely and Complete Submittal of Documents and Reports** | Performance |
|---|---|
| Written correspondence and documentation were error free and critical dates were met. | Excellent ◉ |
| Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors. | Satisfactory ○ |
| Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal. | Unsatisfactory ○ |
| Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/ low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time. | Poor ○ |

Notes & Comments

The quality of all documents submitted have been exceptional. They are timely, error free, and all dates were met. Yinet does an outstanding job keeping the project organized. Keep up the good work!

## Category Four

| **Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements** | Performance |
|---|---|
| Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department. | Excellent ◉ |
| Contractor consistently performed quality work operations according to the contract with few errors. | Satisfactory ○ |
| Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work. | Unsatisfactory ○ |
| The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion. | Poor ○ |

Notes & Comments

FloTech has done a commendable job of ensuring the requirements of the contract and the Standards and Specifications of the Department are met. The Department has not been made aware of any concerns regarding illicit discharge. All work activities performed have been completed no guidance from Department Personnel.

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Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: Feb 24, 2022

## Category Five

| **Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and other Governmental agencies** | Performance |
|---|---|
| Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded. | Excellent ◉ |
| Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded. | Satisfactory ○ |
| Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met. | Unsatisfactory ○ |
| Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate. | Poor ○ |

| Notes & Comments |
|---|
| FloTech's interactions, coordination, and cooperation has consistantly exceeded expectations. Yinet regularly communicates with Department Personnel and responds to correspondance in a timely manner. The Department has not been made aware of any complaints from the public. |

## Category Six

| **Disadvantaged Business Enterprise (DBE) Reporting** | Performance |
|---|---|
| Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required. | Excellent ◉ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE issues was required. | Satisfactory ○ |
| Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required. | Unsatisfactory ○ |
| Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary. | Poor ○ |
| N/A (To be used when the Contractor is exempt from DBE reporting requirements.) | N/A ○ |

| Notes & Comments |
|---|
| Yinet is familiar with and has sufficiently utilized the EOC System to report DBE commitments and payments. FloTech has a DBE utilization of 32.3% |

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**Overall Score** 100

Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: Feb 24, 2022

Summary

FloTech consistently meets the Department's expectations in all measured categories. They have extensive knowledge of FDOT Standards and Procedures. Thank you for your dependability and consistency.

| | |
|---|---|
| Pursuit and Timely Completion of Work | Excellent |
| Maintenance of Traffic (MOT) & Safety Operations | Excellent |
| Timely and Complete Submittal of Documents and Reports | Excellent |
| Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements | Excellent |
| Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies | Excellent |
| Disadvantaged Business Enterprise (DBE) Reporting | Excellent |

Submitted By: DocuSigned by: Kelly Moss 2/24/2022 | 3:12 PM EST
Project Manager Date

DocuSigned by: Vinet Quintana 2/25/2022 | 8:19 AM EST
CONTRACTOR Date
(Signature does not indicate concurrence)

Reviewed By: DocuSigned by: Hector Matos 2/24/2022 | 3:12 PM EST
Cost Center Manager Date

Reviewed By: DocuSigned by: Christine Barone 2/25/2022 | 8:17 AM EST
District Maintenance Engineer Date

COPIES:
Contractor
Project File
District Maintenance Engineer - Original
Cost Center Manager

DS QB 2/24/2022 | 3:24 PM EST

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# CONTRACTOR FIELD PERFORMANCE REPORT

Contractor: Florida Engineered Construction, LLC

Contract: E8R61

Evaluation Period: Final

Evaluation Type: ○ Interim ◉ Final

## Category One

**Pursuit and Timely Completion of Work**

| | Rating |
|---|---|
| The Contractor provided adequate control over the work. Work Documents began prior to the schedule and operations were performed in less time than allowed on all Work Documents. | Exceptional ◉ |
| Exceptional: The Contractor provided adequate control over the work. Work Documents began prior to the schedule and operations were performed in less time than allowed on all Work Documents. | Satisfactory ○ |
| The Contractor provided adequate control over the work. Work Documents began prior to the schedule and operations were performed in more time than allowed on all Work Documents. | Unsatisfactory ○ |
| The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and operations were performed in more time than allowed on all Work Documents. The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and operations were performed in less time than allowed on all Work Documents. Deficiencies were noted on Work Documents that began prior to the schedule and operations were performed in more time than allowed on all Work Documents. The Contractor provided inadequate control over the work. | Poor ○ |

**Notes & Comments**

Contractor provided control over the work. ***All*** Work Documents began ***prior*** to the schedule and ***all*** operations were performed in ***less*** time than allowed on ***all*** Work Documents.

## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

| | Rating |
|---|---|
| MOT was installed and maintained by the Contractor in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Design Standards, Work Zone Traffic Control Guidelines, Standard Plans for Road and Bridge Construction, Standard Plans for MOT, Standard Plans for Traffic Control Devices, and all applicable Supplemental Specifications. No deficiencies were noted on Work Documents that began prior to the schedule and operations were performed in less time than allowed on all Work Documents. | Exceptional ◉ |
| MOT was installed and maintained by the Contractor in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Design Standards, Work Zone Traffic Control Guidelines, Standard Plans for Road and Bridge Construction, Standard Plans for MOT, Standard Plans for Traffic Control Devices, and all applicable Supplemental Specifications. No deficiencies were noted on Work Documents that began prior to the schedule and operations were performed in less time than allowed on all Work Documents. | Satisfactory ○ |
| MOT was installed and maintained by the Contractor in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Design Standards, Work Zone Traffic Control Guidelines, Standard Plans for Road and Bridge Construction, Standard Plans for MOT, Standard Plans for Traffic Control Devices, and all applicable Supplemental Specifications. Deficiencies were noted on Work Documents that began prior to the schedule and operations were performed in more time than allowed on all Work Documents. No deficiencies were noted on Work Documents that began prior to the schedule and operations were performed in less time than allowed on all Work Documents. | Unsatisfactory ○ |
| Other MOT deficiencies were noted that required immediate corrective action. Deficiencies were noted on Work Documents that began prior to the schedule and operations were performed in more time than allowed on all Work Documents. A deficiency was noted that required immediate corrective action. MOT was installed and maintained by the Contractor in accordance with the FDOT Standard Specifications for Road and Bridge Construction, Design Standards, Work Zone Traffic Control Guidelines, Standard Plans for Road and Bridge Construction, Standard Plans for MOT, Standard Plans for Traffic Control Devices, and all applicable Supplemental Specifications. | Poor ○ |
| N/A was selected because MOT was not required for the work performed. | N/A ○ |

**Notes & Comments**

Contractor provided adequate MOT control. Deficiencies were noted on Work Documents that began prior to the schedule and operations were performed in more time than allowed on all Work Documents.

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# CONTRACTOR FIELD PERFORMANCE REPORT

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## Category Three

**Timely and Complete Submittal of Documents and Reports**

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## Category Four

**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

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## Category Five

**Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies**

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## Category Six

**Disadvantaged Business Enterprise (DBE) Reporting**

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| Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal □ □□□r□□□□□□□C□□ □□□□□□□□□□ □E□C□S□□□□□□ □□□□□□□□□□□□□□□□ □□□ □□□□□□□□□□r□□□□□□ □□□□d r□□□r□□□□□ D□E □□□□ □ □□□□ □□□□□□□□□□□□□□ □□□□□□ □□r□□d□□ □□□□□□□□ □□□□□□□ E□C S□□□□□□□ □□□ D□□□□r□□□ □□□□□□□r□□□□□□□□□r□□□□□□□d □□□ □□□□□□□□□ □□d □□□ □□□□□□□□ □□□ □ □□□□ □□□□ C□□□r□□□□□r □□□ r□□□□□r□d □□□ D□E □□□□□□□□□ □ □□□ r□□□□□r□□d□ | E□□□□□□□□□ ◉ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately □□□□□□□□□r□□□□□□ □□□d r□□□□r□D□E □□□□ □ □□□□ □□□□□□□□□□□□□□□□ □□□□□□□ □□r□□d□□ □□□□□□□□ □□□□□□□ E□C S□□□□□□□ □□□ D□□□□r□□□ □□□□□□□r□□□□□□□□□r□□□□□□□d □□□r□ □□□□□ □□□□□□□□□□□□□□□□ □□□d □ □□□□□ □□□□□□□□□□□□ □□□ □ □□□□ □□□□ C□□□r□□□□□r □□□ r□□□□r□d □□□ D□E | S□□□□□□□□□□r□ ○ |
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**Overall Score:** 100

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Flotech Environmental, LLC. provided outstanding control over the work. All Work Documents began prior to the schedule and all operations were performed in less time than allowed on all Work Documents. The contractor provided outstanding supervision and qualified staff on all work performed requiring no input from Department staff, completing all Work Documents in less time than allowed. Flotech Environmental, LLC provided an outstanding amount of suitable equipment. Equipment performed outstandingly resulting in no delays on all work performed, contributing to all Work Documents completed in less time allowed. The contractor performed all MOT operations excellently in accordance with the FDOT Standard Index and required no input from the Department and received no customer complaint. The contractor had excellent interaction with the public and adjacent property owners, no complaint received. Flotech Environmental, LLC management and staff worked with the Department in an outstanding manner including both written and oral communication with advance planning on all work performed, eliminating possible future conflict points or concerns, resulting in no escalation of issues. The contractor provided all required documents and reports as required by the contract without being requested by the Department, with accuracy and completeness resulting in no returned documents on all work performed including invoicing. The contractor's cooperation with Department personnel was outstanding throughout the duration of the contract, responding immediately to staff concerns, resulting in positive feedback on performance. Flotech Environmental, LLC performed an outstanding final clean up of all work sites requiring no direction from Department staff, leaving the work site in better condition than before work began with no areas of concern

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FLORIDA DEPARTMENT OF TRANSPORTATION

# CONTRACTOR FIELD PERFORMANCE REPORT



Contractor: FloTech Environmental, LLC

Contract: E5V74

Evaluation Date: August 28, 2020

Type of Evaluation: ☐ Periodic ☒ Final

## Category One

**Pursuit and Timely Completion of Work**

| | Performance |
|---|---|
| The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded. | Excellent ☒ |
| Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded. | Satisfactory ☐ |
| The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work. | Unsatisfactory ☐ |
| The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met. | Poor ☐ |

**Notes & Comments**

The Contractor has exceeded the Departments expectations in the pursuit and timely completion of work.

## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

| | Performance |
|---|---|
| MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public. | Excellent ☒ |
| MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally. | Satisfactory ☐ |
| MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met. | Unsatisfactory ☐ |
| Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met. | Poor ☐ |
| N/A (To be used when MOT was not necessary or included in the contract). | N/A ☒ |

**Notes & Comments**

The Contractor exceeded Departments expectations and had no issues with MOT compliance with no complaints from the Department or the traveling public.

Contractor: FloTech Environmental, LLC

Contract: E5V74

Evaluation Date: August 28, 2020

## Category Three

**Timely and Complete Submittal of Documents and Reports**

| | Performance |
|---|---|
| Written correspondence and documentation were error free and critical dates were met. | Excellent ◉ |
| Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors. | Satisfactory ○ |
| Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal. | Unsatisfactory ○ |
| Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/ low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time. | Poor ○ |

**Notes & Comments**

The Contractor submitted documents that were error free and met critical dates.

## Category Four

**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

| | Performance |
|---|---|
| Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department. | Excellent ◉ |
| Contractor consistently performed quality work operations according to the contract with few errors. | Satisfactory ○ |
| Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work. | Unsatisfactory ○ |
| The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion. | Poor ○ |

**Notes & Comments**

The Contractor exceeded the Departments expectations and did not require assistance from the Department.

Contractor: FloTech Environmental, LLC

Contract: E5V74

Evaluation Date: August 28, 2020

## Category Five

| **Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies** | Performance |
|---|---|
| Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded. | Excellent ◉ |
| Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded. | Satisfactory ○ |
| Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met. | Unsatisfactory ○ |
| Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate. | Poor ○ |

**Notes & Comments**

The Contractor had outstanding responsiveness to the Department personnel with quick resolution to any questions or requests and had no complaints from the traveling public or property owners.

## Category Six

| **Disadvantaged Business Enterprise (DBE) Reporting** | Performance |
|---|---|
| Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required. | Excellent ◉ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE | Satisfactory ○ |
| Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required. | Unsatisfactory ○ |
| Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary. | Poor ○ |
| N/A (To be used when the Contractor is exempt from DBE reporting requirements.) | N/A ○ |

**Notes & Comments**

The Contractor has submitted the required information into the EOC system as required per the Contract.

375-020-43
MAINTENANCE
1/19

Contractor: FloTech Environmental, LLC

Contract: E5V74

Evaluation Date: August 28, 2020

**Overall Score:** 100

Summary

| | |
|---|---|
| Pursuit and Timely Completion of Work | Excellent |
| Maintenance of Traffic (MOT) & Safety Operations | Excellent |
| Timely and Complete Submittal of Documents and Reports | Excellent |
| Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements | Excellent |
| Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies | Excellent |
| Disadvantaged Business Enterprise (DBE) Reporting | Excellent |

Submitted By: DocuSigned by: kim Navarro CE63ED47077B4F5... 9/16/2020 | 11:37 AM EDT
Project Manager Date

CONTRACTOR 9/15/20 Date

Reviewed By: DocuSigned by: Thomas B. Wood, Jr. 9/16/2020
Cost Center Manager Date

DS GB
Reviewed By: DocuSigned by: Christine Barone 8E2F6175CF92416... 10/19/2020 | 3:07
District Maintenance Engineer Date

COPIES:
Contractor
Project File
District Maintenance Engineer - Original
Cost Center Manager

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Water and Sewer

### Contractor Evaluation

MCC Contract: WS T2231
Contractor: FLOTECH ENVIRONMENTAL LLC
Department Contact: Daniel Edwards 786-552-8354
Site Project Name: Evaluation of Sewer Basins by CCTV Inspection of Gravity Sewer Mians & Manholes
Site Location: Countywide

Evaluation Type: Standard Evaluation
FEIN: 454556187
Award Amount: $2,667,600.00

Evaluator ID: DAABR01 Date: 12/5/2018 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✓ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✓ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | | | | | ✓ | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✓ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✓ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | | ✓ | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✓ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✓ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✓ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✓ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✓ | | | | | Management - Leadership ability. |
| 12- | ✓ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 3.9

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Dalia Abrahante at Phone# 786-552-4421

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Reinaldo J. Rivera Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: Roberto Luna

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* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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Evaluation Refreshers: Do's and Don'ts | Process and Procedures | Q & A's | Help

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Water and Sewer

### Contractor Evaluation

MCC Contract: WS T2101
Contractor: FLOTECH ENVIRONMENTAL LLC
Department Contact: Daniel Edwards 786-552-8354

Evaluation Type: Standard Evaluation
FEIN: 454556187
Award Amount: $1,574,871.00

Site Project Name: EVALUATION OF SEWER BASINS BY CCTV INSPECTION OF GRAVITY SEWEF

Site Location: Countywide

Evaluator ID: HURENAN Date: 2/14/2018 Period: Completion of construction

| | Rating * 4 | 3 | 2 | 1 | N/A | Criteria |
|---|---|---|---|---|---|---|
| 1- | ◉ | ○ | ○ | ○ | ○ | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ○ | ◉ | ○ | ○ | ○ | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ○ | ○ | ○ | ○ | ◉ | Vision - Design - Concepts or adherence to criteria. |
| 4- | ◉ | ○ | ○ | ○ | ○ | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ◉ | ○ | ○ | ○ | ○ | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ◉ | ○ | ○ | ○ | ○ | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ○ | ◉ | ○ | ○ | ○ | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ◉ | ○ | ○ | ○ | ○ | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ◉ | ○ | ○ | ○ | ○ | Commitment - Intangibles & contribution to project success. |
| 10- | ◉ | ○ | ○ | ○ | ○ | Personnel - Quality and dedication of project staff. |
| 11- | ◉ | ○ | ○ | ○ | ○ | Management - Leadership ability. |
| 12- | ○ | ◉ | ○ | ○ | ○ | Quality - Work performed correctly the first time. |

Overall Performance Average: 3.7

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature: Daniel Edwards

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: Joe Ferre "joef@flotechllc.com"

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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ADD EMail Daniel Edwards

Exit

Date Last Edited : 04/29/2010 -16:35:06

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# CONTRACTOR FIELD PERFORMANCE REPORT

375-020-43
MAINTENANCE
06/14

Contractor: Flo-Tech Environmental

Contract: E5T61

Evaluation Date: 3.21.16

Type of Evaluation: ◯ Periodic ◉ Final

## Category One

**Pursuit and Timely Completion of Work**

| | Performance |
|---|---|
| The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded. | Excellent ◉ |
| Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded. | Satisfactory ◯ |
| The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work. | Unsatisfactory ◯ |
| The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met. | Poor ◯ |

Notes & Comments

Flo-Tech Environmental completed all work in a timely manner. They stepped up and did everything they said they would do in the execution and completion of this project.

## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

| | Performance |
|---|---|
| MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public. | Excellent ◉ |
| MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally. | Satisfactory ◯ |
| MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met. | Unsatisfactory ◯ |
| Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met. | Poor ◯ |
| N/A (To be used when MOT was not necessary or included in the contract). | N/A ◯ |

Notes & Comments

No Issues.

Contractor: Flo-Tech Environmental

Contract: E5T61

Evaluation Date: 3.21.16

## Category Three

| **Timely and Complete Submittal of Documents and Reports** | Performance |
|---|---|
| Written correspondence and documentation were error free and critical dates were met. | Excellent ◉ |
| Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors. | Satisfactory ○ |
| Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal. | Unsatisfactory ○ |
| Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/ low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time. | Poor ○ |

Notes & Comments

All As-builts and Final Documentation was submitted in an indexed binder with coordination of As-Built Drawings and Video CD's.

## Category Four

| **Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements** | Performance |
|---|---|
| Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department. | Excellent ◉ |
| Contractor consistently performed quality work operations according to the contract with few errors. | Satisfactory ○ |
| Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work. | Unsatisfactory ○ |
| The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion. | Poor ○ |

Notes & Comments

All final field punch list items were completed. Contractor went over and above to make sure all items were completed to FDOT's satisfaction.

Contractor: Flo-Tech Environmental

Contract: E5T61

Evaluation Date: 3.21.16

## Category Five

| **Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and other Governmental agencies** | Performance |
|---|---|
| Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded. | Excellent ◉ |
| Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded. | Satisfactory ○ |
| Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met. | Unsatisfactory ○ |
| Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate. | Poor ○ |
| Notes & Comments | |
| | |

## Category Six

| **Disadvantaged Business Enterprise (DBE) Reporting** | Performance |
|---|---|
| Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required. | Excellent ◉ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE issues was required. | Satisfactory ○ |
| Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required. | Unsatisfactory ○ |
| Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary. | Poor ○ |
| N/A (To be used when the Contractor is exempt from DBE reporting requirements.) | N/A ○ |
| Notes & Comments | |
| Contractor was registered as a Minority Contractor. 100% participation | |

**Overall Score** 100

Contractor: Flo-Tech Environmental
Contract: E5T61
Evaluation Date: 3.21.16

Summary

Flo-Tech Environmental Teamwork was exceptional. Owner: Joe Ferre went over and above to schedule and execute the work in a timely and proficient manner. Items of concern that were brought to his attention were quickly rectified with no excuses or time delays. All members of the Team were very pleasant and conducted themselves in a professional manner. Project was completed in 84/150.

| | |
|---|---|
| Pursuit and Timely Completion of Work | Excellent |
| Maintenance of Traffic (MOT) & Safety Operations | Excellent |
| Timely and Complete Submittal of Documents and Reports | Excellent |
| Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements | Excellent |
| Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies | Excellent |
| Disadvantaged Business Enterprise (DBE) Reporting | Excellent |

Submitted By: Wendy Jinelle 3.22.16
Project Manager Date

Reviewed By: E.E. Ferris 3/23/16
Cost Center Manager Date

CONTRACTOR Date
(Signature does not indicate concurrence)

Reviewed By:
District Maintenance Engineer Date

COPIES:
Contractor
Project File
District Maintenance Engineer - Original
Cost Center Manager

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Flotech Environmental, LLC

1. PROJECT: 2018-010-ND: Routine & Emergency Sanitary & Stormwater Pipe Cleaning & CCTV Services DATE: October 2022

   LOCATION: 1700 Convention Center Drive,
   Miami Beach, FL 33139

   OWNER REPRSENTATIVE: Name: Stanley Payne
   Title: Storm Water Superintendent
   Email: StanleyPayne@miamibeachfl.gov

2. PROJECT: FDOT District 6, Miami-Dade DATE: June 2022

   LOCATION: 1773 NE 205th Street,
   North Miami Beach, FL 33179

   OWNER REPRSENTATIVE: Name: Nadja Wallace
   Title: North Dade Area Manager
   Email: nadja.wallace@dot.state.fl.us

3. PROJECT: FDOT District 8, Turnpike Enterprise DATE: As of January 2025

   LOCATION: MP 263, Blg 5315,
   Ocoee, FL 34761

   OWNER REPRSENTATIVE: Name: Erin Yao
   Title: District Drainage Design Engineer
   Email: Erin.Yao@dot.state.fl.us

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness Yinet Quintana

Witness Karlos Ramos

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Jose L. Ferre

(Printed Name of Above Signer)

Managing Member

(Printed Title of Above Signer)

01/15/2025

(Date Signed)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of January, 2025, by Jose L. Ferre, as Managing Member for Flitech Environmental, LLC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

Print Name: Yiner Quintana

State of Florida at Large (Seal)

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

My commission expires: 9/30/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Flotech Environmental, LLC **Date:** 01/15/2025

**Base Bid Total:** $2,172,459.08

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Minority Business Enterprise (as defined FL Statutes 288.703):** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Certificate of Insurance Requirements Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Qualification Statement
- ☑ Disclosure of Business Transaction, Relationship or Interest Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Signature: 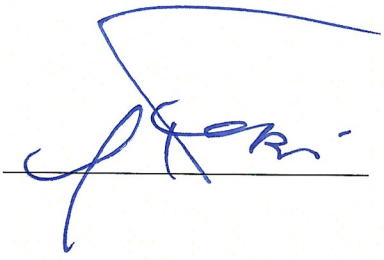

Printed Name: Jose L. Ferre

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jose L. Ferre, on this 15, day of January, 2025

herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

004-25; Stormwater Infrastructure Inspection, Cleaning and Repair Services.

Addenda Numbers Received:

N/A

AUTHORIZED SIGNATURE:

PRINTED NAME OF ABOVE: Jose L. Ferre

TITLE OF ABOVE: Managing Member

COMPANY NAME: Flotech Environmental, LLC

**City of Plantation**

**STORMWATER INFRASTRUCTURE INSPECTION, CLEANING AND REPAIR SERVICES**

**Bid Form - ITB No. 004-25**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection. It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid. The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

**COMPANY NAME:** Flotech Environmental, LLC

| Item | Describtion | Unit | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | | **Inspection** | | | |
| 1 | Inspection of: 30” Pipe | LF | 10,000.00 | $8.00 | $80,000.00 |
| 2 | Inspection of: 36” Pipe | LF | 5,000.00 | $9.00 | $45,000.00 |
| 3 | Inspection of: 42” Pipe | LF | 1,500.00 | $22.00 | $33,000.00 |
| 4 | Inspection of: 48” Pipe | LF | 1,500.00 | $22.00 | $33,000.00 |
| 5 | Inspection of: 54” Pipe | LF | 1,000.00 | $25.00 | $25,000.00 |
| 6 | Inspection of: 60” Pipe | LF | 5,000.00 | $25.00 | $125,000.00 |
| 7 | Inspection of: 66” Pipe | LF | 1,000.00 | $25.00 | $25,000.00 |
| 8 | Inspection of: 72” Pipe | LF | 1,500.00 | $28.00 | $42,000.00 |
| 9 | Inspection of: 84” Pipe | LF | 1,500.00 | $28.00 | $42,000.00 |
| 10 | Inspection of: 96” Pipe | LF | 1,000.00 | $30.00 | $30,000.00 |
| 11 | Inspection of108” Pipe | LF | 1,000.00 | $30.00 | $30,000.00 |
| 12 | Inspection of: 120” Pipe | LF | 1,000.00 | $34.00 | $34,000.00 |
| | | **Light Cleaning** | | | |
| 13 | Light Cleaning of: 30” Pipe | LF | 10,000.00 | $5.00 | $50,000.00 |
| 14 | Light Cleaning of: 36” Pipe | LF | 5,000.00 | $6.50 | $32,500.00 |
| 15 | Light Cleaning of: 42” Pipe | LF | 1,500.00 | $7.50 | $11,250.00 |
| 16 | Light Cleaning of: 48” Pipe | LF | 1,500.00 | $9.00 | $13,500.00 |
| 17 | Light Cleaning of: 54” Pipe | LF | 1,000.00 | $11.00 | $11,000.00 |
| 18 | Light Cleaning of: 60” Pipe | LF | 5,000.00 | $12.00 | $60,000.00 |
| 19 | Light Cleaning of: 66” Pipe | LF | 1,000.00 | $14.00 | $14,000.00 |
| 20 | Light Cleaning of: 72” Pipe | LF | 1,500.00 | $16.00 | $24,000.00 |
| 21 | Light Cleaning of: 84” Pipe | LF | 1,500.00 | $18.00 | $27,000.00 |
| 22 | Light Cleaning of: 96” Pipe | LF | 1,000.00 | $21.00 | $21,000.00 |
| 23 | Light Cleaning of: 108” Pipe | | 1,000.00 | $23.00 | $23,000.00 |
| 24 | Light Cleaning of: 120” Pipe | LF | 1,000.00 | $27.00 | $27,000.00 |

| Item | Describtion | Unit | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|---|
| **Meduim Cleaning** | | | | | |
| 25 | Meduim Cleaning of: 30” Pipe | LF | 10,000.00 | $5.20 | $52,000.00 |
| 26 | Meduim Cleaning of: 36” Pipe | LF | 5,000.00 | $6.76 | $33,800.00 |
| 27 | Meduim Cleaning of: 42” Pipe | LF | 1,500.00 | $7.80 | $11,700.00 |
| 28 | Meduim Cleaning of: 48” Pipe | LF | 1,500.00 | $9.36 | $14,040.00 |
| 29 | Meduim Cleaning of: 54” Pipe | LF | 1,000.00 | $11.44 | $11,440.00 |
| 30 | Meduim Cleaning of: 60” Pipe | LF | 5,000.00 | $12.48 | $62,400.00 |
| 31 | Meduim Cleaning of: 66” Pipe | LF | 1,000.00 | $14.56 | $14,560.00 |
| 32 | Meduim Cleaning of: 72” Pipe | LF | 1,500.00 | $16.64 | $24,960.00 |
| 33 | Meduim Cleaning of: 84” Pipe | LF | 1,500.00 | $18.72 | $28,080.00 |
| 34 | Meduim Cleaning of: 96” Pipe | LF | 1,000.00 | $21.84 | $21,840.00 |
| 35 | Meduim Cleaning of: 108” Pipe | LF | 1,000.00 | $23.92 | $23,920.00 |
| 36 | Meduim Cleaning of: 120” Pipe | LF | 1,000.00 | $28.08 | $28,080.00 |
| **Heavy Cleaning** | | | | | |
| 37 | Heavy Cleaning of: 30” Pipe | LF | 10,000.00 | $5.41 | $54,080.00 |
| 38 | Heavy Cleaning of: 36” Pipe | LF | 5,000.00 | $7.03 | $35,152.00 |
| 39 | Heavy Cleaning of: 42” Pipe | LF | 1,500.00 | $8.11 | $12,168.00 |
| 40 | Heavy Cleaning of: 48” Pipe | LF | 1,500.00 | $9.73 | $14,601.60 |
| 41 | Heavy Cleaning of: 54” Pipe | LF | 1,000.00 | $11.90 | $11,897.60 |
| 42 | Heavy Cleaning of: 60” Pipe | LF | 5,000.00 | $12.98 | $64,896.00 |
| 43 | Heavy Cleaning of: 66” Pipe | LF | 1,000.00 | $15.14 | $15,142.40 |
| 44 | Heavy Cleaning of: 72” Pipe | LF | 1,500.00 | $17.31 | $25,958.40 |
| 45 | Heavy Cleaning of: 84” Pipe | LF | 1,500.00 | $19.47 | $29,203.20 |
| 46 | Heavy Cleaning of: 96” Pipe | LF | 1,000.00 | $22.71 | $22,713.60 |
| 47 | Heavy Cleaning of: 108” Pipe | LF | 1,000.00 | $24.88 | $24,876.80 |
| 48 | Heavy Cleaning of: 120” Pipe | LF | 1,000.00 | $29.20 | $29,203.20 |
| **Additional Services** | | | | | |
| 45 | As needed Inspection Services | HR | 500.00 | $300.00 | $150,000.00 |
| 46 | As needed Cleaning Services | HR | 500.00 | $100.00 | $50,000.00 |
| 47 | As needed Repair Services | HR | 500.00 | $500.00 | $250,000.00 |
| **Subtotal** | | | | | **$** $1,974,962.80 |
| **General Conditions** | | | | | |
| 48 | Mobilization/Demobilization | PCT | 5% | $98,748.14 | |
| 49 | Stormwater Pollution Prevention | PCT | 2% | $39,499.26 | |
| 50 | Temporary Traffic Control [TTC] | PCT | 3% | $59,248.88 | |
| | | | | | |
| **TOTAL BID** | | | | **$** $2,172,459.08 | |

**The City reserves the right to increase/decrease quantities.**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 15 day of JANUARY, 2025, before me, the undersigned authority, personally appeared JOSE L. FERRE, to me known to be the individual described in and who executed the foregoing instrument as MNGMBR of FLOTECHENVIRONMENTAL a Florida company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Yinet Quintana (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

Client#: 1924855 FLOTEENV

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2025

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

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

| PRODUCER | CONTACT NAME: Laura W. or Yomie G. |
|---|---|
| USI Insurance Services, LLC/CL<br>201 Alhambra Circle, Suite 900<br>Coral Gables, FL 33134-5108<br>305 669-6000 | PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No):<br>E-MAIL ADDRESS: yomie.gutierrez@usi.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Ironshore Specialty Insurance Co | 25445 |
| INSURER B : Hamilton Insurance | 17178 |
| INSURER C : Federal Insurance Company | 20281 |
| INSURER D : Travelers Property Cas. Co. of America | 25674 |
| INSURER E : | |
| INSURER F : | |

INSURED
Flotech Environmental, LLC
657 South Dr Ste 401
Miami, FL 33166

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X BI/PD Ded: $25,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | IEPUW0031131600 | 09/08/2024 | 09/08/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $2,000,000<br>$500,000<br>$25,000<br>$2,000,000<br>$4,000,000<br>$4,000,000<br>$ |
| C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | X | X | 54326340 | 09/08/2024 | 09/08/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | X | X | ENVXSS463737 | 09/08/2024 | 09/08/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $4,000,000<br>$4,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 54326341 | 09/08/2024 | 09/08/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Pollution Liab | X | | IEPUW0031131600 | 09/08/2024 | 09/08/2025 | $2,000,000 each Occ | |
| A | Professional Liab | | | IEPUW0031131600 | 09/08/2024 | 09/08/2025 | 2,000,000 each Incident | |
| D | CE-Inland Marine | | | QT6607S257039TIL | 09/08/2024 | 09/08/2025 | $250,000 Leased/Rented | |

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

**The General Liability, Automobile Liability, Excess Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability, Automobile Liability policies contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile**
**(See Attached Descriptions)**

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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## DESCRIPTIONS (Continued from Page 1)

**Liability, Excess Liability, Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability, Automobile Liability, Workers Compensation policies includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.**

IRONSHORE
A Liberty Mutual Company

**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**Endorsement #**

**Policy Number:** IEPUW0031131600 **Effective Date of Endorsement:** September 08, 2024
**Insured Name:** Flotech Environmental, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SCHEDULE**

| Name of Additional Insured Person(s) Or Organization(s) |
|---|
| Blanket where required by written contract |

1. Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions**, **Coverages A, B, C, F** and **G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A**, **SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by your ongoing operations for such additional insured.

2. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART I – Common Exclusions** is amended to add the following exclusion:

   This insurance does not apply to any **bodily injury**, **property damage** or **environmental damage** occurring after:

   **(1)** All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

IRONSHORE
A Liberty Mutual Company

**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**Endorsement #** 15

**Policy Number:** IEPUW0031131600 **Effective Date of Endorsement:** September 08, 2024
**Insured Name:** Flotech Environmental, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SCHEDULE**

| Name of Additional Insured Person(s) Or Organization(s) |
|---|
| Blanket where required by written contract |

1. Solely as respects **SECTION I – COVERAGES, COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions**, **Coverages A, B, C, F** and **G** and **SECTION I – COVERAGES, COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A**, **SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is amended to include as an additional insured(s), the person(s) or organization(s) designated in the Schedule of this Endorsement, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by your ongoing operations for such additional insured.

2. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART I – Common Exclusions** is amended to add the following exclusion:

   This insurance does not apply to any **bodily injury**, **property damage** or **environmental damage** occurring after:

   **(1)** All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

**(2)** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to such additional insured(s) designated in the Schedule of this Endorsement, **SECTION I – COVERAGES**, **COVERAGE PART II – MISCELLANEOUS COVERAGES**, **Coverage A: Personal and Advertising Injury Liability,** Paragraph **2. Exclusions** is amended to include the following exclusion**:**

   This insurance does not apply to **personal and advertising injury** occurring after:

   **(1)** All work, including materials, parts or equipment furnished in connection with such work, on a project (other than service, maintenance or repairs) to be performed by or on behalf of such additional insured(s) at the **location** of the covered operations has been completed; or

   **(2)** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

IRONSHORE
A Liberty Mutual Company

**IRONSHORE SPECIALTY INSURANCE COMPANY**
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**Endorsement #** 13

**Policy Number:** IEPUW0031131600 **Effective Date of Endorsement:** September 08, 2024
**Insured Name:** Flotech Environmental, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED(S) AMENDMENT

This endorsement modifies insurance provided under the following:

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SECTION II – WHO IS AN INSURED,** Paragraph **4.e.** is deleted and replaced with the following:

**e.** Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** arising out of your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

**(1)** A vendor is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:

**(a)** For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

**(b)** Arising out of any express warranty unauthorized by you;

**(c)** Arising out of any physical or chemical change in the product made intentionally by the vendor;

**(d)** Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

**(e)** Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or

**(g)** Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

**(2)** A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:

**(a)** Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or

**(b)** Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

**(3)** The insurance afforded to such additional insured only applies to the extent permitted by law.

**(4)** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, regardless of whether **b.** below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization.

**b. Excess Insurance**

**(1)** This insurance is excess over:

**(a)** Any of the other insurance, whether primary, excess, contingent or on any other basis:

**(i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;

**(ii)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(iii)** That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;

**(iv)** If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion a**.** of **COVERAGE PART I – Coverage A – General Bodily Injury And Property Damage Liability** or Exclusion a. of **COVERAGE PART IV – Professional Liability**; or

**(v)** That provides coverage for environmental or pollution liability to you or any person or organization qualifying as an insured under **SECTION II – WHO IS AN INSURED,** paragraphs **1., 4.a., or 4.g**.

**(b)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

**(c)** Any project specific primary insurance available to you covering liability for damages arising out of **your work**, for which you are an insured

**(2)** When this insurance is excess, we will have no duty to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**(3)** When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**(a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance;

**(b)** The total of all deductible and self-insured amounts under all that other insurance; and

**(c)** The deductible and self-insured amounts under this insurance.

**(4)** We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts, excess of applicable deductible and self-insured amounts under all such insurance, until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**19. Premiums and Deductible**

The first Named Insured shown in the Declarations:

**a.** Is responsible for the payment of all premiums;

**b.** Will be the payee for any return premiums we pay; and

**c.** Is responsible for the payment of all deductibles.

**20. Representations**

By accepting this policy, you agree:

**a.** The statements in the Declarations are accurate and complete;

**b.** Those statements are based upon representations you made to us; and

**c.** We have issued this policy in reliance upon your representations.

**21. Separation of Insureds**

Except with respect to the Limits of Insurance, any insured versus insured exclusions, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom **claim** is made or **suit** is brought.

**22. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization prior to a loss, we waive any right of recovery we may have under this policy against such person or organization.

**23. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**24. When We Do Not Renew**

If we decide not to renew, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

**1. Administration** means:

**a.** Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or the scope of **employee benefit programs**;

**b.** Handling records in connection with the **employee benefit program**; or

**c.** Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

**2. Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

**a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and

**b.** Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**3. Auto** means:

**a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

**b.** Any other land vehicle that is subject to a compulsory or financial responsibility law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

4. **Bodily injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily injury** shall also include medical monitoring costs.

5. **Boundaries** means the area on, under or within the property lines bounding a **location** (including but not limited to any soil, groundwater body or surface water body on, under or within such bounded area).

6. **Claim** means a written demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.

7. **Clean-up costs** means reasonable and necessary costs, charges and expenses, including associated **legal and claims expense payments** incurred with our prior written consent, incurred to investigate, remove, dispose of, treat, monitor or test soil, surface water, groundwater or other contaminated media but only:

   **a.** To the extent required by **environmental laws** governing the liability or responsibilities of the insured to respond to a **pollution incident**;

   **b.** In the absence of **a**. above, to the extent recommended in writing by an **environmental professional**;

   **c.** To the extent incurred by the government or any political subdivision within Definition **9.a**. of **coverage territory;** or

   **d.** To the extent incurred by parties other than you.

   **Clean-up costs** also includes **restoration costs**

   **Clean-up costs** does not include costs, charges or expenses incurred by the insured for materials supplied or services performed by the insured unless such costs, charges or expenses are incurred with our prior written approval.

8. **Conveyance** means any **auto**, railcar, rolling stock, train, watercraft or aircraft. **Conveyance** does not include pipelines.

9. **Coverage territory** means:

   **a.** The United States of America (including its territories and possessions), Puerto Rico, Canada and the Gulf of Mexico;

   **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a**. immediately above;

   **c.** All other parts of the world if the injury or damage arises out of:

      **(1)** The activities of a person whose home is in the territory described in Paragraph **a**. immediately above, but is away for a short time on your business; or

      **(2)** **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;

      provided the insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in Paragraph **a**. immediately above or in a settlement we agree to; or

   **d.** All other parts of the world if the injury or damage arises out of **your product**, a **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured, a **pollution incident** during **transportation** or a **pollution incident** on, at, under or migrating from a **non-owned site**, however:

      **(1)** We assume no responsibility for furnishing certificates or evidence of insurance or bonds; and

      **(2)** We will not be liable for any fine or penalty imposed on you for failing to comply with insurance laws.

10. **Disinfection event** means an outbreak of communicable virus (other than the novel coronavirus (SARS-CoV-2) that causes coronavirus disease 2019 (COVID-2019)) or communicable bacteria at a **location** that requires reporting by the insured of such outbreak to the applicable local, state or federal governmental or public health agency or entity. **Disinfection event** does not include any **pollution incident**.

11. **Disinfection expenses** means reasonable fees and costs incurred by the insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a **location** after a **disinfection event**.

12. **Emergency response expense** means reasonable and necessary expenses incurred in response to an imminent and substantial threat to human health or the environment resulting from a **pollution incident**, and expenses to investigate, remove, dispose of, contain, treat or test soil, surface water, groundwater or other contaminated media resulting from a **pollution incident.**

    **Emergency response expense** shall not include **Bodily injury** or **Property damage.**

13. **Employee** includes a **leased worker** and a **temporary worker.** As respects Employee Benefits Administration Liability, **employee** also means a person actively employed, formerly employed, on leave of absence or disabled, or retired.

14. **Employee benefits program** means a program providing some or all of the following benefits to **employees**, whether provided through a plan authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars or otherwise:

    **a.** Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;

    **b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;

    **c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

    **d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies

15. **Environmental damage** means physical damage to land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any watercourse or body of water including surface water or groundwater, giving rise to **clean-up costs** or **emergency response expense**. **Environmental damage** does not include **disinfection expenses.**

16. **Environmental laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives, that are applicable to a **pollution incident.**

17. **Environmental professional** means an individual approved and designated by us in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to us. We shall consult with the insured in conjunction with the selection of the **environmental professional.**

18. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

19. **Extended reporting period** means the claims reporting provision described in **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.

20. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

21. **Image restoration event** means a **pollution incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of you for such **pollution incident**.

22. **Image restoration expenses** means reasonable public relations expenses incurred by you to restore public reputation and consumer confidence. **Image restoration expenses** shall include reasonable fees and expenses incurred by you for services rendered by public relations or crisis management firms as well as reasonable and necessary printing, mailing of materials and travel by your **executive officers,** directors, members, partners or **employees** at the direction of such firms. **Image restoration expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media.

23. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

    **a.** It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or

    **b.** You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.

24. **Insured contract** means:

    **a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises in excess of thirty (30) consecutive days that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;

    **b.** A sidetrack agreement;

    **c.** Any easement or license agreement;

    **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**e.** An elevator maintenance agreement; or

**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury**, **property damage** or **environmental damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

**(1)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(2)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

**25. Insured site** means a **location** listed on the Insured Site Schedule Endorsement, if any, attached to this policy.

**26. Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

**27. Legal and Claims Expense Payments** means:

**a.** All expenses we incur that are directly allocated to a particular **claim** or **suit**.

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

**c.** All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

**d.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**e.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

**f.** Expenses incurred by the insured for first aid administered to others at the time of any accident, for **bodily injury** to which this insurance applies.

**28. Loading or unloading** means the handling of property:

**a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;

**b.** While it is in or on an aircraft, watercraft or **auto**; or

**c.** While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

But **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

**29. Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**30. Misdelivery** means the delivery of any liquid product into a wrong receptacle or to a wrong address, or the erroneous delivery of one liquid product for another.

**31. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

**a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

**b.** Vehicles maintained for use solely on or next to premises you own or rent;

**c.** Vehicles that travel on crawler treads;

**d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted power cranes, shovels, loaders, diggers or drills or road construction or resurfacing equipment such as graders, scrapers or rollers;

**e.** Vehicles not described in **a.**, **b.**, **c.**, or **d.** immediately above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

**(1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

**(2)** Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in **a**., **b**., **c**., or **d**. immediately above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

**(1)** Equipment designed primarily for snow removal, road maintenance (but not construction or resurfacing) or street cleaning;

**(2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressor, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

**32. Mold matter** means mold, mildew or fungi, whether or not such **mold matter** is living.

**33. Natural resource damage** means damages, sought by a governmental or tribal natural resource damage trustee who is authorized to act in such capacity by a natural resource damage statute governing the assessment and restoration of natural resource damages, for the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. **Natural resource damage** does not include **environmental damage** or **emergency response expense.**

**34. Non-owned site**:

**a.** Means any **location** which:

**(1)** Was not at any time owned or occupied by any insured; and

**(2)** Which is not specifically scheduled as an **insured site.**

**b.** Does not include:

**(1)** Any **location** which is not licensed by the appropriate federal, state or local authority at the time such facility performs storage, disposal, processing or treatment of waste from your operations or **your work** in compliance with **environmental law**;

**(2)** Any **location** or any part thereof that has been subject to a consent order or corrective action under **environmental law** or is listed or proposed to be listed on the Federal National Priorities list (NPL) prior to waste from your operations or **your work** being legally consigned for delivery or delivered for storage, disposal, processing or treatment at such **location**;

**(3)** Any **location** of a purchaser or user of **your product**; or

**(4)** Any **location** that has been impacted by **pollutants** migrating from any **location** which was at any time owned or occupied by any insured, provided that this item (4) shall not apply to any **location** which was utilized by any insured to perform storage, disposal, processing or treatment of waste from your operations or **your work.**

**35. Nuclear material** means source material, special nuclear material or byproduct material which have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**36. Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**37. Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

**a.** False arrest, detention or imprisonment;

**b.** Malicious prosecution;

**c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

**d.** Oral or written **publication** directly to the public at large of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

**e.** **(1)** Oral or written **publication** directly to the public at large of material that violates a person's right of privacy;

**(2)** Oral or written **publication** of material that violates a person's right of privacy by misappropriation of that person's name or likeness;

**f.** The use of another's advertising idea in your **advertisement**;

**g.** Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

**38.** **Policy period** means the period of time stated in the Declarations. However, if the policy is cancelled in accordance with **SECTION IV – CONDITIONS**, Condition **3. Cancellation,** the **policy period** ends on the effective date of such cancellation.

**39.** **Pollutants** means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapor, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials (including medical, infectious and pathological wastes). **Pollutants** shall also mean **mold matter**, legionella pneumophila and electromagnetic fields. With the exception of legionella pneumophila, **pollutants** shall not include bacteria or viruses.

**40.** **Pollution incident** means:

**a.** The discharge, dispersal, release or escape of **pollutants** on, into or upon land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any body of water including surface water or groundwater;

**b.** The discharge, dispersal, release, or escape of silt or sedimentation that originated at and migrated from a **location** where you are performing **your work**; or

**c.** The presence of **mold matter**.

**Pollution incident** includes the illicit abandonment of **pollutants** at any **location** which is owned or occupied by you provided that such abandonment was committed by parties other than an insured and without the knowledge of a **responsible executive**.

**41.** **Pre-claim event** means a **pollution incident** arising out of **your work** that would reasonably be expected to give rise to a **claim** covered by this policy.

**42.** **Pre-claim event expense** means:

**a.** Reasonable and necessary fees charged by an **environmental professional** or attorney mutually agreed upon by the first named insured shown in the Declarations and us, for environmental consulting, investigative, testing or legal services, solely to the extent such fees are incurred as a result of a **pre-claim event**;

**b.** Costs, charges and expenses incurred by us in the investigation or adjustment of a **pre-claim event**; and

**c.** All reasonable and necessary expenses incurred by you at our request to assist us in the investigation of a **pre-claim event**, including your employees' lost salaries or wages, up to $500 a day.

Except as expressly set forth in this Definition, **pre-claim event expenses** shall not include costs, charges or other expenses incurred: prior to our agreement upon the selection of an **environmental professional** or attorney; or by you for goods supplied by or on behalf of your staff or salaried employees, or by your parent, subsidiary or affiliate, unless such costs, charges or other expenses are incurred with our prior written consent, which consent shall not be unreasonably withheld.

**43.** **Products - completed operations hazard**:

a. Includes all **bodily injury**, **property damage** or **environmental damage** occurring away from a **location** you own or occupy and arising out of **your product** or **your work** except:

**i.** Products that are still in your physical possession; or

**ii.** Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:

**(a)** When all of the work called for in your contract has been completed.

**(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

**(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

**b.** Does not include **bodily injury**, **property damage** or **environmental damage** arising out of the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured or the existence of tools, uninstalled equipment or abandoned or unused materials.

**44. Product tampering** is an act of intentional alteration of your product which has caused or is reasonably expected to cause **bodily injury**, **property damage** or **environmental damage**. When **product tampering** is known, suspected or threatened, a **product withdrawal** will be limited to those batches of **your product** which are known or suspected to have been tampered with.

**45. Product withdrawal** means the recall or withdrawal:

**a.** From the market; or

**b.** From use by any other person or organization;

of **your products**, or products which contain **your products**, because of known or suspected defects in **your product**, or known or suspected **product tampering**, which has caused or is reasonably expected to cause **bodily injury**, **property damage** or **environmental damage**.

**46. Product withdrawal expenses** means those reasonable and necessary extra expenses, listed below, paid and directly related to a **product withdrawal**:

**a.** Costs of notification;

**b.** Costs of stationery, envelopes, production of announcements and postage or facsimiles;

**c.** Costs of overtime paid to your regular non-salaried employees and costs incurred by your **employees**, including costs of transportation and accommodations;

**d.** Costs of hiring independent contractors and other temporary employees;

**e.** Costs of transportation, shipping or packaging;

**f.** Costs of warehouse or storage space; or

**g.** Costs of proper disposal of **your products**, or products that contain **your products** that can not be reused, not exceeding your purchase price or your cost to produce the products.

**47. Professional incident** means any act, error or omission in the providing or failure to provide **professional services** by or on behalf of the insured.

**48. Professional services** means those services performed for a fee by you or those acting on your behalf, including but not limited to, architect, engineer, consultant, inspector, technician and surveyor that you or those acting on your behalf are qualified to perform for others and are consistent with your corporate statements of professional qualifications**.**

**49. Property damage** means:

**a.** Physical injury to or destruction of tangible property, including all resulting loss of use and diminished value of that property. All such loss of use and diminished value shall be deemed to occur at the time of the physical injury that caused it;

**b.** Loss of use of tangible property that is not physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **occurrence** or **pollution incident** that caused it; or

**c. Natural resource damage**.

**Property damage** does not include **environmental damage** or **emergency response expense**

For the purpose of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**50.** **Publication** means an insured's act of disseminating or broadcasting material or information. Publication does not include the wrongful appropriation, interception or retrieval of material or information by a third party or the insured's dissemination or broadcasting of material or information to a person who is the subject of the material or the information.

**51.** **Responsible executive** means any officer, director, risk manager, partner, your manager of an **insured site**, your manager or supervisor responsible for environmental affairs, health and safety affairs, control or compliance or any other **employee** authorized by you to give or receive notice of an **occurrence** or **claim.**

**52.** **Restoration costs** means reasonable and necessary costs incurred by the insured with our prior written consent, to repair, restore or replace that particular part of real or personal property that is damaged solely by work performed in the course of incurring covered **clean-up costs** in response to a **pollution incident** to which this policy applies. No coverage for **Restoration costs** shall apply to any real or personal property which required removal, replacement or repair prior to being damaged during such work. **Restoration costs** shall not exceed the lesser of actual cash value of the particular part of the real or personal property which was damaged or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and the physical condition of such property immediately prior to being damaged during such work, including any damage which existed prior to the time at which such property was damaged by such work, shall be made by the company, in its reason judgment, in determining actual cash value. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment, except to the extent:

**a.** Such betterments of the damaged property entail the reasonable use of green building materials which are environmentally preferable and of similar quality to those materials which comprised the damaged property.

**b.** Such green building materials must be certified as such by an applicable national or international independent non-governmental certifying body, where such certification is available, or, in the absence of such certification, based on our judgment in our sole discretion.

**53.** **Suit** means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** includes an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent or any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**54.** **Temporary worker** means a person who is furnished to you to substitute for a permanent worker on leave or to meet seasonal or short-term workload conditions.

**55.** **Time-Element pollution incident** means a **pollution incident** demonstrable as having commenced at an identified time and place during the **policy period** provided:

**a.** Such **pollution incident** does not originate or arise from, or relate to an **underground storage tank**; and

**b.** Such **pollution incident** is not **(i)** heat, smoke or fumes from a **hostile fire** or **(ii)** solely with respect to **bodily injury**, smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

**56.** **Transportation** means the movement, which occurs beyond the **boundaries** of any **location** which is owned or occupied by you**,** of goods, product, merchandise, supplies or waste in a **conveyance** by the insured or a third party carrier on behalf of the insured from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement, which occurs beyond the **boundaries** of any **location** which is owned or occupied by you, of goods, products, merchandise, supplies or waste into, onto or from a **conveyance**.

**57.** **Underground storage tank** means any tank, including any piping and appurtenances connected to the tank, located on, at or under an owned or occupied **location** or an **insured site** that has at least ten percent (10%) of its combined volume underground. **Underground storage tank** does not include:

**a.** Septic tanks, sump pumps, or oil/water separators;

**b.** A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or

**c.** Storm-water or wastewater collection systems.

**58.** **Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**59.** **Waste** means all waste and includes materials to be recycled, reconditioned or reclaimed.

**60. Your product**:

**a.** Means:

**(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

**a)** You;

**b)** Others trading under your name; or

**c)** A person or organization whose business or assets you have acquired; and

**(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

**(2)** The providing of or failure to provide warnings or instructions.

**61. Your work**:

**a.** Means:

**(1)** Work or operations performed by you or on your behalf; and

**(2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

**(2)** The providing or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



Secretary



President

IRONSHORE
A Liberty Mutual Company

**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

**Endorsement #** 11

**Policy Number:** IEPUW0031131600 **Effective Date of Endorsement:** September 08, 2024
**Insured Name:** Flotech Environmental, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SPECIFIED ENTITY - WAIVER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SCHEDULE**

| Designated Person(s) Or Organization(s) |
|---|
| Where required by written contract |

**SECTION IV – CONDITIONS**, Paragraph **22. Transfer of Rights of Recovery Against Others to Us**, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**
This endorsement modifies the Business Auto Coverage Form.

**1. EXTENDED CANCELLATION CONDITION**
Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
b. 60 days before the effective date of cancellation if we cancel for any other reason.

**2. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**
The Named Insured shown in the Declarations is amended to include:
1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
(a) That is an "insured" under any other automobile policy;
(b) That has exhausted its Limit of Insurance under any other policy; or
(c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Lessors as Insureds**
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The "auto" is leased without a driver.
Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

**D. Persons And Organizations As Insureds Under A Written Insured Contract**
Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
However, such person or organization is an "insured" only:


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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

**6. RENTAL AGENCY EXPENSE**
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**


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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** FLOTECH ENVIRONMENTAL, LLC

**Endorsement Effective Date:** 09/08/2024

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**
WHERE REQUIRED BY WRITTEN CONTRACT.

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

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EARLIER NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Under the **Cancellation** condition of the Common Policy Conditions, the time period is amended as follows:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. 60 days before the effective date of cancellation if we cancel for any other reason.

B. Under the Common Policy Conditions, the following condition is added:

**WHEN WE DO NOT RENEW**

When we do not renew this policy, we will mail or deliver to the first Named Insured written notice of the non renewal at least 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

**Workers' Compensation and Employers' Liability Policy**

| | |
|---|---|
| Named Insured<br>FLOTECH ENVIRONMENTAL, LLC<br>657 SOUTH DRIVE, SUITE #401<br>MIAMI SPRINGS FL 33166 | Endorsement Number<br><br>Policy Number<br>Symbol: DCS Number: (24)5432-63-41 |
| Policy Period<br>09-08-2024 **TO** 09-08-2025 | Effective Date of Endorsement<br>09-08-2024 |
| Issued By (Name of Insurance Company)<br>FEDERAL INSURANCE | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. | |

# EARLIER NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

A. Under Condition D. Cancellation of Part Six, the time period is amended as follows:

We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

2. 60 days before the effective date of cancellation if we cancel for any other reason.

B. Under Part Six - Conditions of the policy, the following is added:

**Notice of Nonrenewal**

When we do not renew this policy, we will mail or deliver to you written notice of the nonrenewal at Least 60 days before the expiration date. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

**State Exceptions**

California Not Applicable



Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

| Named Insured | Endorsement Number |
|---|---|
| FLOTECH ENVIRONMENTAL, LLC<br>657 SOUTH DRIVE, SUITE #401<br>MIAMI SPRINGS FL 33166 | Policy Number<br>Symbol: WCF Number: 5432-63-41 |
| Policy Period<br>09/08/2024 to 09/08/2025 | Effective Date of Endorsement<br>09/08/2024 |
| Issued By (Name of Insurance Company)<br>FEDERAL INSURANCE | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. | |

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

**Schedule**

WHERE REQUIRED BY WRITTEN CONTRACT
For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

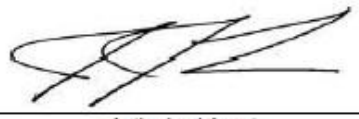

Authorized Agent

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# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No.Bid Bond

CONTRACTOR:
Name FloTech Environmental, LLC
Legal status Limited Liability Company
Address
657 South Drive, Suite 401
Miami Springs, FL 33166

SURETY:
Name United States Fire Insurance Company
Legal status Corporation
Principal place of business
305 Madison Avenue
Morristown, NJ 07960

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount Bid 5%

PROJECT: Stormwater Infrastructure Inspection, Cleaning and Repair Services

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: January 21 , 2025 .

FloTech Environmental, LLC

By: _____
(Name of CONTRACTOR) Jose L. Ferre

By: _____
(As Attorney in Fact) Charles J. Nielson

United States Fire Insurance Company
(Name of Surety)

Now, therefore, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Obligee, and furnish insurance coverages to Obligee as required by the Contract Documents, then this obligation shall be null and void, otherwise Surety shall pay over to the Obligee immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Obligee may accept the Bid of the Principal and said Surety does not hereby waive notice of any such extension.

**POWER OF ATTORNEY**
**UNITED STATES FIRE INSURANCE COMPANY**
**PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**00927**

**KNOW ALL MEN BY THESE PRESENTS**: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

***Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,***
***Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci***

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of January 20 25

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Signature | Jose L. Ferre<br>Printed Name |
| Flotech Environmental, LLC<br>Bidder Name | 01/15/2025<br>Date |

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness Yinet Quintana

Witness Karlos Ramos

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Jose L. Ferre

(Printed Name of Above Signer)

Managing Member

(Printed Title of Above Signer)

01/15/2025

(Date Signed)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of January, 2025, by Jose L. Ferre, as Managing Member for Flitech Environmental, LLC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

Print Name: Yiner Quintana

State of Florida at Large (Seal)

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

My commission expires: 9/30/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

# GUARANTEE OF BID PROPOSAL

Name of Company: Flotech Environmental, LLC

Street Address: 657 South Drive, Suite 401

| Miami | FL | 33166 |
|---|---|---|
| City | State | Zip |

Mailing Address: 657 South Drive, Suite 401, Miami, FL 33166

Phone No.: (866) 299-3323 Fax#: _____

Email Address: estimating@flotechllc.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: CGC 060152

State of Florida Corporation ID # (From Secretary of State): L12000004059

Federal Employer Identification Number (FEIN): 45-4556187

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness Yinet Quintana

Witness Karlos Ramos

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Jose L. Ferre
(Printed Name of Above Signer)

Managing Member
(Printed Title of Above Signer)

01/15/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Yinezquintana

**WITNESS** Yinet Quintana

**CONTRACTOR** Jose L. Ferre

01/15/2025

**DATE**

**CITY OF PLANTATION**

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Yinet Quintana

Typed name: Karlos Ramos

**BIDDER:**

By: _____

Name: Jose L. Ferre

Title: Managing Member

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1/15/2025 (*date*) by Jose L. Ferre who is personally known to me or who has produced _____ as identification.

My commission expires: 9/30/2028

_____
NOTARY PUBLIC

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 004-25; Stormwater Infrastructure Inspection, Cleaning and Repair Services

2. This sworn statement is submitted by Flotech Environmental, LLC (entity submitting sworn statement), whose business address is 657 South Drive, Suite 401, Miami, FL 33166 and its Federal Employer Identification Number (FEIN) is 45-4556187. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A.

3. My name is Jose L. Ferre (please print name of individual signing), and my relationship to the entity named above is Managing Member.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

01/15/2025
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 15 Day of January, 20 25 by Josel Feree, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

YINET QUINTANA
Notary Public - State of Florida
Commission # HH 597838
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

**NOTARY PUBLIC:**

SIGN: Yinet Quintana

PRINT: Yinet Quintana
Notary Public, State at large
My Commission Expires: 9/30/2028

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Karlos Ramos

NAME: Flotech Environmental, LLC

ADDRESS: 657 South Drive, Suite 401, Miami, FL 33166

TELEPHONE NO.: (866) 299-3323

FAX NO.: N/A

EMAIL ADDRESS: estimating@flotechllc.com

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

   The correct name of the Bidder is: Flotech Environmental, LLC

   The address of the principal place of business is: 657 South Drive, Suite 401, Miami, FL 33166

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ x Limited liability company

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: N/A
   b. State of Incorporation: N/A
   c. President's Name: N/A
   d. Vice President's Name: N/A
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

# QUALIFICATION STATEMENT

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

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

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

   Limited liability company; Jose A. Ferre, Jose L. Ferre, Roberto Luna; 657 South Drive, Suite 401, Miami, FL 33166

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

6. How many years has your organization been in business under its present business name: 13

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

      N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC061052

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No.

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No.

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Resumes attached, Work Experience Attached.

# José Ferré

*Managing Member, COB*

Flotech Environmental LLC was founded by Mr. Ferré in January of 2012 to service the growing Inflow & Infiltration (I/I) rehabilitation challenges found in storm water drainage and sanitary sewer infrastructure throughout Florida. The core scope of services includes pipe line cleaning & CCTV inspection, repair and rehabilitation. In addition, Flotech provides related emergency flood mitigation, sewage spillage clean-up, dewatering, bypass pumping, wastewater hauling, soil stabilization and soft dig services. FloTech Environmental prime market consists of utility contractors and government agencies.

Prior to Flotech Environmental Mr. Ferré had Profit & Loss responsibility for over $ 150 million related to wastewater collection system maintenance and rehabilitation since 1998. As a project manager for Insituform Technologies, Inc. from 10/1998 to 4/2003, Mr. Ferré planned, scheduled & managed all activities in support of 7 CIPP installation crews up to 50 clients throughout Florida, representing $ 27 million revenue/year. In 2003 Mr. Ferré contracted with Houston based Re-Pipe, Inc. as Operations Manager of Miami subsidiary SOS Construction, Inc. to run $ 8 million operation consisting of mainline CIPP installations, sectional point repairs, chemical grout sealing, soil stabilization, large diameter cleaning & CCTV inspections.

In 2004, Mr. Ferré joined Miami based storm water drainage maintenance contractor, Envirowaste Services Group, Inc as Primary Qualifier and Vice President to start up and run I & I Rehabilitation Division. Within 5 years the division was generating revenues upwards of $ 8 million with a trained work force of 50 employees dedicated to internal sectional point repairs, lateral service lining, mainline pipe joint testing and chemical grout repairs, manhole rehabilitation, PACP CCTV inspections and open cut pipeline repairs and installations.

**EDUCATION**

- M.Arch 1986, Georgia Tech, Atlanta, GA
- B.A. 1982 University of Miami, Coral Gables, FL

**CERTIFICATIONS**

- Certified General Contractor State of Florida CGC061052
- ATSSA – Advanced MOT Certified

# Roberto Luna

*Managing Member| Project Manager*

Over the course of 19 years Mr. Luna has seasoned qualifications as an Operations Manager with the technical qualifications that provide expert evaluation on I/I assessment and repair methodologies. As a certified operator for the National Association of Sewer Service Companies for both Pipeline Assessment and Certification Program (PACP) and Manhole Assessment and Certification Program (MACP), Mr. Luna assures that Flotech's CCTV crews deliver accuracy of data collection which is critical to a successful SSES, and ultimately a good operating wastewater collection system. During Mr. Luna's tenure Flotech has cleaned and inspected over 4,000,000. LF of storm drain and sewer pipe throughout Florida.

Prior to Flotech, Mr. Luna was founder and president of Environmental Technical Services (ETS), a pipe cleaning and inspection company based in Miami, FL from Nov 2007 to 2012 which Flotech acquired.

From Aug 2001-Sept 2006, Mr. Luna was General Superintendent with oversight responsibility of operations for Envirowaste Services Group, Miami, FL. His tasks included problem solving in the field, maintenance of vehicles and equipment, and safety reports. The scope of services consisted of Flow Monitoring, Smoke Testing, CCTV inspection of the lines, and pipe cleaning.

**EDUCATION**

- B.S. Mechanical Engineering 1985
  Havana University, Havana, Cuba

**CERTIFICATIONS**

- NASSCO Pipeline Assessment and Certification Program (PACP)
- NASSCO Manhole Assessment and Certification Program (MACP)

# Municipal Client List

Broward County
City of Apopka
City of Hollywood
City of Miami Beach
City of North Miami
City of Opa-locka
City of Palm Bay
City of Sarasota
City of St. Augustine
City of Winter Gardens
FDOT District 1
FDOT District 2
FDOT District 4
FDOT District 5
FDOT District 6
FDOT District 7
FDOT District 8
Indian River County
Lake County
Miami-Dade County DRM
Miami-Dade County WASD
North Bay Village
Orange County
Sarasota County
Sumter County
The Villages
Town of Lake Park
Village of Pinecrest
Volusia County
Indian Creek Village

**Evaluation Refreshers:** Do's and Don'ts | Process and Procedures | Q & A's | Help

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Regulatory and Economic Resources

### Contractor Evaluation

MCC Contract: PE DRM-SCT-2022
Contractor: FLOTECH ENVIRONMENTAL LLC
Department Contact: Mario Lopez (305) 372-6556

Evaluation Type: Standard Evaluation
FEIN: 454556187
Award Amount: $634,175.00

Site Project Name: Cleaning of Slab Covered Trenches and Associated Drainage Systems

Site Location: SR 5 (Biscayne Blvd.) from NE 6th Street to SE 2nd Street and SR 25 (NW 36th St.) from NW 37th (

Evaluator ID: mlopez2 Date: 2/16/2023 Period: Project conclusion or closeout

| | Rating * 4 | 3 | 2 | 1 | N/A | Criteria |
|---|---|---|---|---|---|---|
| 1- | ◉ | ○ | ○ | ○ | ○ | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ◉ | ○ | ○ | ○ | ○ | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ◉ | ○ | ○ | ○ | ○ | Vision - Design - Concepts or adherence to criteria. |
| 4- | ◉ | ○ | ○ | ○ | ○ | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ◉ | ○ | ○ | ○ | ○ | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ○ | ◉ | ○ | ○ | ○ | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ◉ | ○ | ○ | ○ | ○ | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ○ | ◉ | ○ | ○ | ○ | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ◉ | ○ | ○ | ○ | ○ | Commitment - Intangibles & contribution to project success. |
| 10- | ◉ | ○ | ○ | ○ | ○ | Personnel - Quality and dedication of project staff. |
| 11- | ◉ | ○ | ○ | ○ | ○ | Management - Leadership ability. |
| 12- | ◉ | ○ | ○ | ○ | ○ | Quality - Work performed correctly the first time. |

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Mario Lopez at phone# 305-372-6556

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Mario Lopez Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: Jose Ferre, Managing Member Flotech Environmental LLC

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* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

---

ADD EMail Mario Lopez

Exit

Date Last Edited : 04/29/2010 -16:35:06

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# CONTRACTOR FIELD PERFORMANCE REPORT

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## Category One

**Pursuit and Timely Completion of Work**

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**Notes & Comments**

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## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

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## Category Three

**Timely and Complete Submittal of Documents and Reports**

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## Category Four

**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

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## Category Five

**Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies**

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## Category Six

**Disadvantaged Business Enterprise (DBE) Reporting**

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| Contractor's staff was very well qualified and capable to address sufficient utilizat□□ □□□□□ E□□□□ □ □□□r□□□□□ C□□ □□□□□□□□ □E□C□S□□□□□□ □□□□□□□□□□□□ □□ □□□□□□□□r□□□□□ □□□□d r□□□r□□□□□ D□E □□□□ □ □□□ □□□□□□□□□□□ □□□□□□ □□r□d□□ □□□□□□□□ □□□□□□ E□C S□□□□□□ □□□ D□□□r□ □□□□□□□r□□□□□□□r□□□□□□□d □□□ □□□□□□□ □□d □□□ □□□□□□ □□□ □ □□□ □□□□ C□□r□□□□r □□ r□□□□rd □□ D□E □□□□□□□□ □ □□□r□□□□r□d□ | E□□□□□□□□□ ○ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately □□□□□□□□r□□□□□□ □□□d r□□□□r□D□E □□□□ □ □□□ □□□□□□□□□□□□ □□□□□□ □□r□d□□ □□□□□□□□ □□□□□□ E□C S□□□□□□ □□□ D□□□r□ □□□□□□r□□□□□□□r□□□□□□□d □□r□ □□□□ □□□□□□□□□ □□d □ □□□□ □□□□□□□□□□ □□□ □ □□□□ □□□□ C□□r□□□□r □□ r□□□□rd □□ D□E □□□□□□□□□□□□□□□□ | S□□□□□□□□r□ ◉ |
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**Notes & Comments**

The contractor is DBE certified. All commitments and payments have been submitted in the EOC system.

MAIN ENANCE

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E D M

**Overall Score:** 96

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M r M S r Satisfactory

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# CONTRACTOR FIELD PERFORMANCE REPORT

375-020-43
MAINTENANCE
06/14

Contractor: FloTech Environmental

Contract: E5V32

Evaluation Date: February 24, 2022

Type of Evaluation: (•) Periodic ( ) Final

## Category One

**Pursuit and Timely Completion of Work**

| | Performance |
|---|---|
| The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded. | Excellent (•) |
| Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded. | Satisfactory ( ) |
| The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work. | Unsatisfactory ( ) |
| The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met. | Poor ( ) |

Notes & Comments

FloTech completed three cycles on time, with one cycle being delayed slightly due to staffing issues, and end-of-year holiday FDOT lane closure restrictions. Overall, all of the Department's expections regarding timely pursuit and completion of work have been met.

## Category Two

**Maintenance of Traffic (MOT) & Safety Operations**

| | Performance |
|---|---|
| MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public. | Excellent (•) |
| MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally. | Satisfactory ( ) |
| MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met. | Unsatisfactory ( ) |
| Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met. | Poor ( ) |
| N/A (To be used when MOT was not necessary or included in the contract). | N/A ( ) |

Notes & Comments

The Department has not received any complaints regarding improper MOT from either the FDOT Inspector, local municipality, or a private citizen. Upon request, FloTech has submitted all MOT Cards for their certified personel.

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Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: Feb 24, 2022

## Category Three

| **Timely and Complete Submittal of Documents and Reports** | Performance |
|---|---|
| Written correspondence and documentation were error free and critical dates were met. | Excellent ◉ |
| Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors. | Satisfactory ○ |
| Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal. | Unsatisfactory ○ |
| Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/ low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time. | Poor ○ |

Notes & Comments

The quality of all documents submitted have been exceptional. They are timely, error free, and all dates were met. Yinet does an outstanding job keeping the project organized. Keep up the good work!

## Category Four

| **Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements** | Performance |
|---|---|
| Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department. | Excellent ◉ |
| Contractor consistently performed quality work operations according to the contract with few errors. | Satisfactory ○ |
| Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work. | Unsatisfactory ○ |
| The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion. | Poor ○ |

Notes & Comments

FloTech has done a commendable job of ensuring the requirements of the contract and the Standards and Specifications of the Department are met. The Department has not been made aware of any concerns regarding illicit discharge. All work activities performed have been completed no guidance from Department Personnel.

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Contractor: FloTech Environmental

Contract: E5V32

Evaluation Date: Feb 24, 2022

## Category Five

| **Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and other Governmental agencies** | Performance |
|---|---|
| Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded. | Excellent ◉ |
| Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded. | Satisfactory ○ |
| Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met. | Unsatisfactory ○ |
| Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate. | Poor ○ |

| Notes & Comments |
|---|
| FloTech's interactions, coordination, and cooperation has consistantly exceeded expectations. Yinet regularly communicates with Department Personnel and responds to correspondance in a timely manner. The Department has not been made aware of any complaints from the public. |

## Category Six

| **Disadvantaged Business Enterprise (DBE) Reporting** | Performance |
|---|---|
| Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required. | Excellent ◉ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE issues was required. | Satisfactory ○ |
| Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required. | Unsatisfactory ○ |
| Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary. | Poor ○ |
| N/A (To be used when the Contractor is exempt from DBE reporting requirements.) | N/A ○ |

| Notes & Comments |
|---|
| Yinet is familiar with and has sufficiently utilized the EOC System to report DBE commitments and payments. FloTech has a DBE utilization of 32.3% |

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**Overall Score** 100

Contractor: FloTech Environmental
Contract: E5V32
Evaluation Date: Feb 24, 2022

Summary

FloTech consistently meets the Department's expectations in all measured categories. They have extensive knowledge of FDOT Standards and Procedures. Thank you for your dependability and consistency.

| | |
|---|---|
| Pursuit and Timely Completion of Work | Excellent |
| Maintenance of Traffic (MOT) & Safety Operations | Excellent |
| Timely and Complete Submittal of Documents and Reports | Excellent |
| Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements | Excellent |
| Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies | Excellent |
| Disadvantaged Business Enterprise (DBE) Reporting | Excellent |

Submitted By: DocuSigned by: Kelly Moss 2/24/2022 | 3:12 PM EST
Project Manager Date

DocuSigned by: Vinet Quintana 2/25/2022 | 8:19 AM EST
CONTRACTOR Date
(Signature does not indicate concurrence)

Reviewed By: DocuSigned by: Hector Matos 2/24/2022 | 3:12 PM EST
Cost Center Manager Date

Reviewed By: DocuSigned by: Christine Barone 2/25/2022 | 8:17 AM EST
District Maintenance Engineer Date

COPIES:
Contractor
Project File
District Maintenance Engineer - Original
Cost Center Manager

DS QB 2/24/2022 | 3:24 PM EST

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# CONTRACTOR FIELD PERFORMANCE REPORT

Contractor: Florida Engineered Construction, LLC

Contract: E5R61

Evaluation Period: Final

Evaluation Type: ○ Interim ◉ Final

## Category One

**Pursuit and Timely Completion of Work**

| | Rating |
|---|---|
| The Contractor provided adequate control over the work. Contractor provided adequate control over the work. Work Documents began prior to the schedule and all operations were performed in less time than allowed on all Work Documents. | Exceptional ◉ |
| Exceptional ○ The Contractor provided adequate control over the work. Contractor provided adequate control over the work. Work Documents began prior to the schedule and all operations were performed in less time than allowed on all Work Documents. | Satisfactory ○ |
| The Contractor provided inadequate control over the work. Contractor provided inadequate control over the work. Work Documents began prior to the schedule and all operations were performed in less time than allowed on all Work Documents. | Unsatisfactory ○ |
| The Contractor provided inadequate control over the work. The Contractor provided inadequate control over the work. Work Documents began prior to the schedule and all operations were performed in less time than allowed on all Work Documents. Contractor provided inadequate control over the work. Work Documents began prior to the schedule and all operations were performed in less time than allowed on all Work Documents. Supervision Deficiencies were noted on Work Documents. Contractor provided inadequate control over the work. Contractor provided inadequate control over the work. Work Documents began prior to the schedule and all operations were performed in less time than allowed on all

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# CONTRACTOR FIELD PERFORMANCE REPORT

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## Category Three

**Timely and Complete Submittal of Documents and Reports**

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## Category Four

**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

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## Category Five

**Interaction, Coordination, and Cooperation With Department Personnel, Traveling Public, Other Contractors, Property Owners and Other Governmental Agencies**

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## Category Six

**Disadvantaged Business Enterprise (DBE) Reporting**

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| Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal □ □□□r□□□□□ C□□ □□□□□□□ □E□C□S□□□□□ □□□□□□□□□□ □□ □□□□□□□r□□□□ □□□d r□□□r□□□□ D□E □□□□ □ □□□ □□□□□□□□□□ □□□□□ □□r□d□ □□□□□□□ □□□□□ E□C S□□□□□ □□ D□□□r□ □□□□□□r □□□□□□□r□□□□□d □□ □□□□□□□ □□d □□ □□□□□□ □□□ □ □□□ □□□□ C□□r□□□r □□ r□□□□rd □□ D□E □□□□□□□ □ □□□r□□□r□d□ | E□□□□□□□ ◉ |
| Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately □□□□□□□□r□□□□□ □□d r□□□r□D□E □□□□ □ □□□ □□□□□□□□□□□ □□□□□□ □□r□d□ □□□□□□□ □□□□□□ E□C S□□□□□ □□ D□□□r□ □□□□□□r□□□□□□□r□□□□□d □□r□ □□□□ □□□□□□□□□ □□d □ □□□□ □□□□□□□□□□ □□□ □ □□□ □□□□ C□□r□□□□r □□□ r□□□□rd □□□ D□E | S□□□□□□□□r□ ○ |
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**Overall Score:** 100

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Flotech Environmental, LLC. provided outstanding control over the work. All Work Documents began prior to the schedule and all operations were performed in less time than allowed on all Work Documents. The contractor provided outstanding supervision and qualified staff on all work performed requiring no input from Department staff, completing all Work Documents in less time than allowed. Flotech Environmental, LLC provided an outstanding amount of suitable equipment. Equipment performed outstandingly resulting in no delays on all work performed, contributing to all Work Documents completed in less time allowed. The contractor performed all MOT operations excellently in accordance with the FDOT Standard Index and required no input from the Department and received no customer complaint. The contractor had excellent interaction with the public and adjacent property owners, no complaint received. Flotech Environmental, LLC management and staff worked with the Department in an outstanding manner including both written and oral communication with advance planning on all work performed, eliminating possible future conflict points or concerns, resulting in no escalation of issues. The contractor provided all required documents and reports as required by the contract without being requested by the Department, with accuracy and completeness resulting in no returned documents on all work performed including invoicing. The contractor's cooperation with Department personnel was outstanding throughout the duration of the contract, responding immediately to staff concerns, resulting in positive feedback on performance. Flotech Environmental, LLC performed an outstanding final clean up of all work sites requiring no direction from Department staff, leaving the work site in better condition than before work began with no areas of concern

r d C r — Excellent

M r M S r — Excellent

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12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No.

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

No.

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

List of Equipment Provided.

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

No objections.

**Equipment List**

| Equipment Code | Description | Type | Make | Model | Year |
|---|---|---|---|---|---|
| V5 | 2002 Sterling LT8500 / Vactor 2100 | Vactor | Sterling | LT8500 | 2002 |
| V7 | 2000 Sterling LT7500 / Vactor 2100 | Vactor | Sterling | LT7500 | 2000 |
| V8 | 2005 International 7600 / Vactor 2100 | Vactor | International | 7600 | 2005 |
| V9 | 2015 Kenworth T800 / Vactor 2100 | Vactor | Kenworth | T800 | 2015 |
| V10 | 2018 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2018 |
| V11 | 2017 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2017 |
| V12 | 2018 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2018 |
| V13 | 2007 Sterling LT7500 / Vactor 2100 | Vactor | Sterling | LT7500 | 2007 |
| V14 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V15 | 2019 Freightliner 114SD / Vactor 2115 | Vactor | Freightliner | 114SD | 2019 |
| V16 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V17 | 2018 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2018 |
| V18 | 2018 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2018 |
| V19 | 2012 Kenworth T440 / Vactor 2100 | Vactor | Kenworth | T440 | 2012 |
| V20 | 2019 Kenworth T880 / Vactor 2115 | Vactor | Kenworth | T880 | 2019 |
| V21 | 2019 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2019 |
| V22 | 2019 Kenworth T880 / Vactor 2115 | Vactor | Kenworth | T880 | 2019 |
| V23 | 2020 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2020 |
| V24 | 2020 Peterbilt 567 / Vactor 2115 | Vactor | Peterbilt | 567 | 2020 |
| TV2 | 2003 Ford E450 + Aries Mainline | CCTV Inspection | Ford | E450 | 2003 |
| TV4 | 2014 Ford F550 + CUES Mainline & Manhole Insp | CCTV Inspection | Ford | F550 | 2014 |
| TV6 | 2017 Ford F550 + Aries Mainline & Lateral Insp | CCTV Inspection | Ford | F550 | 2017 |
| TV7 | 2017 Ford F550 + CUES Mainline & Grout | CCTV Inspection | Ford | F550 | 2017 |
| TV8 | 2007 Ford F450 + CUES Mainline | CCTV Inspection | Ford | F450 | 2007 |
| TV9 | 2018 Ford F750 + CUES Grout | CCTV Inspection | Ford | F750 | 2018 |
| TV10 | 2017 Ford F550 + CUES LAMP2 & Lateral | CCTV Inspection | Ford | F550 | 2017 |
| TV11 | 2019 Ford F550 + CUES Mainline | CCTV Inspection | Ford | F550 | 2019 |
| TV12 | 2008 Ford E450 + CUES Mainline | CCTV Inspection | Ford | E450 | 2008 |
| TV13 | 2018 Ford F750 + CUES Grout | CCTV Inspection | Ford | F750 | 2018 |
| TV14 | 2021 Ford F550 + CUES Mainline | CCTV Inspection | Ford | F550 | 2021 |
| TV15 | 2016 Ford E450 + CUES Mainline & Lateral | CCTV Inspection | Ford | E450 | 2016 |
| BL1 | 2021 Kenworth T880 / Rush Inversion Heater | Boiler | Kenworth | T880 | 2021 |
| PK3 | 2015 F150 EXT CAB V6 4x2 | Support | Ford | F150 | 2015 |
| PK4 | 2005 Ford F350 Crew Mechanic Body | Support | Ford | F350 | 2005 |
| PK6 | 2015 Ford F250 CREW CAB 4x2 | Support | Ford | F250 | 2015 |
| PK8 | 2012 Ford F150 V8 4x2 | Support | Ford | F150 | 2012 |
| PK10 | 2012 RAM 3500 FLATBED 4x4 + Crane | Support | Dodge | RAM 3500 | 2012 |
| PK12 | 2016 Ford F150 V6 4x2 | Support | Ford | F150 | 2016 |
| PK14 | 2007 Ford Ranger 4 CYL 4x2 | Support | Ford | Ford Ranger | 2007 |
| PK16 | 2014 Ford F150 V6 4x2 | Support | Ford | F150 XL | 2014 |
| PK17 | 2017 Chevrolet Silverado 2500HD 4x4 | Support | Chevrolet | Silverado | 2017 |
| PK18 | 2017 Ford F150 Ext Cab V6 4x2 | Support | Ford | F150 XL | 2017 |
| PK19 | 2016 Chevrolet Colorado 4 CYL 4x4 | Support | Chevrolet | Colorado | 2016 |
| PK20 | 2015 Chevrolet Colorado 4 CYL 4x2 | Support | Chevrolet | Colorado | 2015 |
| PK21 | 2017 Ford F250 XL Crew 4x4 | Support | Ford | F250 XL | 2017 |
| PK22 | 2020 Chevrolet Silverado 1500 LT Crew 4x2 | Support | Chevrolet | Silverado 1500HD | 2020 |
| PK23 | 2015 Ford F350 XL Utility 4x2 | Support | Ford | F350 XL | 2015 |
| PK24 | 2018 Ford F450 Crew Cab Flatbed 4x4 | Support | Ford | F450 XL | 2018 |

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| PK26 | 2011 Ford F250 XL 4x2 | Support | Ford | F250 XL | 2011 |
| PK27 | 2015 Chevrolet Silverado 2500HD UTILITY 4x2 | Support | Chevrolet | Silverado 2500HD | 2015 |
| PK28 | 2011 Ford F250 XL Crew Cab 4x2 | Support | Ford | F250 XL | 2011 |
| PK29 | 2002 International 4300 Attenuator | Support | International | 4300 | 2002 |
| PK30 | 2022 Honda Ridgeline Sport | Support | Honda | Ridgeline Sport | 2019 |
| PK31 | 2017 Nissan Titan XD 4x2 | Support | Nissan | Titan XD 4x2 | 2017 |
| PK34 | 2022 Chevrolet Silverado 1500 LT Crew 4x2 | Support | Chevrolet | Silverado 1500 LT Crew | 2022 |
| PK35 | 2017 Nissan Titan S 4x2 | Support | Nissan | Titan S 4x2 | 2017 |
| PK36 | 2021 Dodge RAM 2500 4x4 Crew Cab | Support | Dodge | RAM 2500 4x4 Crew Cab | 2021 |
| PK37 | 2021 Nissan Titan S 4x4 Ext Cab | Support | Nissan | Titan S 4x4 Ext Cab | 2021 |
| PK39 | 2021 Ford F150 XL Crew Cab 4x2 | Support | Ford | F150 XL Crew Cab 4x2 | 2021 |
| TL1 | 2008 ARNG Enclosed Trailer | Trailer | AOK | Enclosed Trailer | 2008 |
| TL2 | 2017 ARNG 18' Enclosed Trailer | Trailer | ARNG | 18' Enclosed Trailer | 2017 |
| TL3 | 2016 Diamond Cargo 16' Enclosed Trailer | Trailer | Diamond Cargo | 16' Enclosed Trailer | 2016 |
| TL4 | 2010 Doosan AirSource JD-T4 Compressor Trailer | Trailer | Doosan | AirSource JD-T4 Compressor Trailer | 2010 |
| TL5 | Stanley Easement Machine | Easement Machine | Stanley | MHP32232100 Easement Machine | 2017 |
| TL7 | 2008 O'Brien 7040-SC Jetter Trailer | Jetter | O'Brien | 7040-SC Jetter Trailer | 2008 |
| TL9 | 2017 LOOK Element 28' Enclosed Trailer | Trailer | Look | Element 28' Enclosed Trailer | 2017 |
| TL10 | 2012 Doosan P185WYM Compressor Trailer | Trailer | Doosan | P185WYM | 2012 |
| UT1 | 2020 Land Rover Defender | Utility | Land Rover | Defender | 2020 |
| UT3 | 2022 BMW X5 | Utility | BMW | X5 | 2022 |
| UT4 | 2019 BMW X3 M40i | Utility | BMW | X3 | 2019 |
| CV2 | 2014 Chevrolet Express - CV 2.1 | Cargo Van | Chevrolet | Express | 2014 |
| PT1 | 2011 International 8600 Pumper Truck | Pumper Truck | International | 8600 | 2011 |
| PT2 | 2010 Gorman-Rupp PA6D60-4045T 6" Trash Pump | Pumper Truck | Gorman-Rupp | PA6D60-4045T 6" Trash Pump | 2010 |
| PT3 | 2020 MultiQuip MQ62TKT 6" Trash Pump | Pumper Truck | MultiQuip | MQ62TKT 6" Trash Pump | 2020 |
| MB1 | 2012 Wanco WTLMB Message Board | MOT | Wanco | WTLMB Message Board | 2012 |
| MB2 | 2013 Wanco WTLMB Message Board | MOT | Wanco | WTLMB Message Board | 2012 |
| AB1 | 2018 Wanco WECO Arrow Board | MOT | Wanco | WECO Arrow Board | 2018 |
| AB2 | 2018 Wanco WECO Arrow Board | MOT | Wanco | WECO Arrow Board | 2018 |
| AB3 | 2018 Wanco WECO Arrow Board | MOT | Wanco | WECO Arrow Board | 2018 |
| AB4 | 2012 Work Area Protection Arrow Board | MOT | Work Area Protection | Arrow Board | 2012 |
| AB6 | 2006 Work Area Protection Arrow Board | MOT | Work Area Protection | Arrow Board | 2006 |
| AB7 | 2012 Wanco Arrow Board | MOT | Wanco | Arrow Board | 2012 |
| AB8 | 2014 Wanco Arrow Board | MOT | Wanco | Arrow Board | 2014 |
| AB9 | 2000 Work Area Protection Arrow Board | MOT | Work Area Protection | Arrow Board | 2000 |
| AB10 | 2009 Work Area Protection WAWW Arrow Board | MOT | Work Area Protection | WAWW-25 Arrow Board | 2009 |
| AB11 | 2011 Wanco WTSP Arrow Board | MOT | Wanco | WTSP Arrow Board | 2011 |
| AB12 | 2018 SolarTech Silent Sentinal Arrow Board | MOT | SolarTech | Silent Sentinal Arrow Board | 2018 |



# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness Yinet Quintana

(Authorized Signature in Ink)

Witness Karlos Ramos

Jose L. Ferre
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Managing Member
(Printed Title of Above Signer)

01/15/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Flotech Environmental, LLC

1. PROJECT: 2018-010-ND: Routine & Emergency Sanitary & Stormwater Pipe Cleaning & CCTV Services DATE: October 2022

   LOCATION: 1700 Convention Center Drive,
   Miami Beach, FL 33139

   OWNER REPRSENTATIVE: Name: Stanley Payne
   Title: Storm Water Superintendent
   Email: StanleyPayne@miamibeachfl.gov

2. PROJECT: FDOT District 6, Miami-Dade DATE: June 2022

   LOCATION: 1773 NE 205th Street,
   North Miami Beach, FL 33179

   OWNER REPRSENTATIVE: Name: Nadja Wallace
   Title: North Dade Area Manager
   Email: nadja.wallace@dot.state.fl.us

3. PROJECT: FDOT District 8, Turnpike Enterprise DATE: As of January 2025

   LOCATION: MP 263, Blg 5315,
   Ocoee, FL 34761

   OWNER REPRSENTATIVE: Name: Erin Yao
   Title: District Drainage Design Engineer
   Email: Erin.Yao@dot.state.fl.us

City of Plantation
City Council Chambers

**Subject:**

Cyber Incident Management Services

**Summary:**

Requesting authorization and approval of the following:

- Authorization and approval to waive the procurement requirement detailed in section 2-226(b) of the City's code relating to in*formally advertising for and seeking competitive bids via an internet posting soliciting* such bids or proposals.

- Authorization and approval to issue a purchase order and process payment(s) to Strictly Technology, LLC, for "Cyber Incident Management Services" in the amount of $78,982.65.

**Procurement:**

Due to the sensitive nature of the requested services, the City found it prudent and in its best interest to request informal competitive quotes from known sources/vendors rather than publicly soliciting for mentioned services. This is the reason why we are requesting to waive the procurement requirement detailed in section 2-226(b) of the City's code relating to in*formally advertising for and seeking competitive bids via an internet posting soliciting* such bids or proposals.

The Information Technology and Procurement Department seek authorization and approval to issue a purchase order and process payment(s) to Strictly Technology, LLC., for "Cyber Incident Management Services". The IT Department informally solicited quotes from three (3) vendors as follows:

| StrictlyTech | Howard Technologies Solutions | SHI International Corp |
|---|---|---|
| $78,982.65 | $81,162.00 | $89,880.00 |

Pursuant to Florida Statute 119.0725, Agency cybersecurity information; public records exemption; public meeting exemption, the backup material for this agenda item is not a public record.

Based on the foregoing information, Information Technology and Procurement Departments are requesting authorization and approval of the following:

- Authorization and approval to waive the procurement requirement detailed in section 2-226(b) of the City's code relating to in*formally advertising for and seeking competitive bids via an internet posting soliciting* such bids or proposals.

- Authorization and approval to issue a purchase order and process payment(s) to Strictly Technology, LLC, for "Cyber Incident Management Services" in the amount of $78,982.65.

**Background:**

**Strategic Priorities: Sustainability.**

The IT Department is seeking City Council approval to renew cyber incident management services. Cyber Incident Management Services will provide mitigation and rapid response to the cyber incidents within the City's network.

There services are essential in safeguarding the City's digital infrastructure by ensuring a swift and effective response to potential threats. Proactive incident management helps minimize downtime, protect sensitive data, and maintain continuity of operations.

This item is now ready for City Council consideration.

**Funding:**

001-2300-513-4607

**Amount:**

$78,982.65

**Finance Director/Budget Manager Recommendation:**

The Information Technology Department budgeted $92,240 in FY2025 for Cyber Incident Management Services.

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**

City of Plantation
City Council Chambers

**Subject:**

FileNet Upgrade and Migration

**Summary:**

Requesting authorization and approval of the following:

- Authorization and approval to sign the Statement of Work (SOW), issue a purchase order and process payment(s) to The SeaPrompt Corporation T/A Document Access Systems for "FileNet P8 v5 to v5.6 Upgrade and Migration" for an amount of $57,750.00 (see attached quote for additional information).

**Procurement:**

On June 2007 the City entered into an agreement with Document Access Systems also known as SeaPrompt Corporation for the installation, continued maintenance and support services of FileNet Document Management System. This agreement allows the City request additional services/work ("Orders") provided that orders are provided for in writing and accepted by the City and Company.

Based on the foregoing information, Information Technology and Procurement Departments requests authorization and approval of the following:

- Authorization and approval to sign the Statement of Work (SOW), issue a purchase order and process payment(s) to The SeaPrompt Corporation T/A Document Access Systems for "FileNet P8 v5 to v5.6 Upgrade and Migration" for an amount of $57,750.00 (see attached quote for additional information).

**Background:**

**Strategic Priority: Sustainability.**

To enhance and ensure the City's FileNet system remains up-to-date, an upgrade process will be implemented. This will involve upgrading FileNet from version 5.2.1 to 5.6. The City will provision on-premises virtual machines (VMs) and local storage, as well as install Microsoft windows OS and SQL Server software in accordance with the system's design requirements. As part if the upgrade, the vendor will securely transfer stored content for the existing system to the designated storage on the upgraded platform, maintaining data integrity and security throughout the process. The FileNet System is utilized by Human Resources, Building, Planning Zoning &Economic Development, Police, and Public Works. The systems stores various files for record retention and archival purposes.

This item is now ready for City Council consideration.

**Funding:**

001-2300-513-6401

**Amount:**

$57,750.00

**Finance Director/Budget Manager Recommendation:**

The Information Technology Department budgeted $65,000 in FY2025 for the Document Management Upgrade.

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**
Seaprompt Proposal.pdf
Executed Agreement.pdf

# SeaPrompt Corporation

**City of Plantation**
**FileNet P8 v5.5.5 to v5.6 Upgrade and Migration**

**Statement of Work**

In order to bring the City of Plantation's to the current FileNet versions, we'll need to do a two-step upgrade. Initially patching FileNet 5.2.1 to version 5.5.8 and then upgrade to 5.6. The City of Plantation will provide on prem VM's, local storage along with installing MS Windows OS and SQL server software per the design requirements for the FileNet system. DAS will copy the content stored on disk from the source system to disks on the target system

**Existing System (Dev and Prod)**

- Production
- IBM FileNet P8 v5.5.5.0 Content Platform Engine
- IBM Content Navigator v3.0.8
    - Installed Components
        - Core CPE
        - Content Search Services
        - ICN
        - Single Sign On
    - Components Not Installed
        - High availability or clustering
- Physical servers running Windows Server 2019 Standard
- Microsoft SQLServer 2019
- WebSphere Application Server
- Datacap v9.1.6 iFix 05
- DASIndexer (HR, PZED & BLD)
- Integrations (HR)

**Upgraded Systems**

- Development – to be implemented as virtual single box solution
- Production – to be implemented on new virtual servers
- IBM FileNet P8 v5.6 Content Platform Engine
- IBM Content Navigator v3.1 with MS Office Module
    - Installed Components
        - Content Engine
        - IBM Content Navigator
        - Content Search Services
    - Components Not Installed
        - High availability or clustering
- Windows Server 2022 64 bit
- Microsoft SQL Server 2022
- WebSphere Application Server 9.0.5 latest patch
- SSL implemented on FileNet servers
- Datacap v9.1.9 latest patch
- DASIndexer (HR, PZED & BLD)
- Integrations (HR)

**Proposed Approach**

- DAS to provide project coordination for DAS resources, status reports, etc.
- DAS to patch existing CPE to v5.5.8 to levels specified by IBM documentation.
- Implement Production on new virtual servers
- Implement development system on virtual server as one box install
- Upgrade or migrate to Microsoft SQL Server 2022
- Install final CPE v5.6 on new virtualized servers
- Install IBM Content Navigator 3.1 on new virtualized servers.
- Migrate existing P8 5.5.8 data to P8 5.6
- File stores to be moved as needed
- DAS to upgrade Datacap to v9.1.9
- Plantation staff to upgrade Datacap workstations, DAS to handle server software
- Plantation to test scanning on upgraded Datacap workstations
- Update/Reconfigure the following departments:
    - HR, BLD, PZED, PD and PW
- Test the digital file ingestion process (*DASindexer*) for HR, PZED & BLD- put in production.

**Fixed Price**

| Description | Price |
|---|---|
| Kickoff, provisioning, design document & schedule | $ 5,000 |
| DEV upgrade (CPE, ICN, SSL, Datacap, HTTPS; SQL Server, Testing & Remediation) | $24,500 |
| PROD upgrade (CPE, ICN, SSL, Datacap, HTTPS; SQL Server, Testing & Remediation) | $15,750 |
| Project Coordination | $6,000 |
| Go Live Weekend | $4,000 |
| Post implementation support & 1 day training | $2,500 |
| **Total** | **$57,750** |

NOTE:
1. Fixed cost pricing effective through April 30, 2025
2. All services are to be provided remotely.
3. SP to invoice line items upon delivery except Project Coordination.
4. Project Coordination invoiced monthly, (3 x $2,000)

*DAS resources are US based and employees of the company.*

**Contact**

Matt Weis
VP & Co-founder
336-870-0013
mweis@daspartner.com

Christopher Collazo
VP of Services
704-968-4634
ccollazo@daspartner.com

**This Statement of Work as described above is accepted.**

**The SeaPrompt Corporation**

| | |
|---|---|
| Matt Weis, Vice President | Date |

**City of Plantation**

| | |
|---|---|
| Print Name & Title | |
| Signature | Date |

**PURCHASE, LICENSE AND SERVICE AGREEMENT**

by and between Document Access Systems and City of Plantation

AGREEMENT NUMBER: CoP060107

THIS PURCHASE, LICENSE AND SERVICE AGREEMENT ("Agreement") is entered into by and between City of Plantation ("Client"), with offices at 400 Northwest 73rd Avenue, Plantation, Florida 33317 and Document Access Systems ("The Company"), located at 703 Westchester Dr, Suite 105, High Point, NC 27262.

SCOPE

This Agreement sets forth the terms and conditions upon which The Company will provide to Client the equipment (the "Equipment"), software ("Software") and services (the "Services") more fully described within Schedules A & B (collectively, the "Project").

Unless otherwise agreed to in writing by Client and The Company, if any printed term or condition contained in any purchase order or other form used by Client to order (products or services) pursuant to this Agreement, or in any acknowledgment or other form used by Client is inconsistent with any term or condition contained herein, the provisions hereof shall apply and take precedence.

NOW, THEREFORE, the parties hereby agree as follows:

1. Affiliates. All references to Client in this Agreement, unless specified otherwise, shall include Client, or any affiliate or subsidiary of that organization.
2. Orders. Orders ("Orders") for Equipment, Software, or Services must be in writing and shall specify a purchase order number, the Equipment, Software or Services to be purchased or licensed, the quantities, and the desired delivery location. Orders will be subject to acceptance by The Company. Concurrently herewith, the Client has delivered to The Company, and The Company has accepted an Order for the Project.
3. Description and Terms. This Agreement establishes the basic terms pursuant to which The Company shall provide the Equipment, Software and Services to Client. These terms and conditions can only be varied in writing signed by both parties.
   a) Prices. Prices for Equipment, Software and Services shall be the prices specified in Schedule A attached hereto and incorporated herein by reference.
   b) Descriptions of services shall be specified within the Statement of Work (SOW) in Schedule B attached hereto and incorporated herein by reference.
   c) Prices for Maintenance Services and general terms and conditions are described in Schedule C attached hereto and incorporated herein by reference.
   d) Prices are exclusive of sales tax that The Company will itemize separately and Client shall pay. Unless otherwise specified on Schedule B, prices for Equipment and Software will be exclusive of delivery and installation charges. Unless otherwise specified on Schedule B, prices for professional services will be exclusive of travel and travel related expenses.
   e) The Milestone and Payment schedule are included within the SOW in Schedule B.
4. Delivery, Title and Risk of Loss. The Company shall ship the Equipment and/or Software to Client's location, where the Company will install the System. All Equipment and Software shall be considered delivered to the Client, FOB destination at Client's facility. The Company will ship all Equipment and

Software (transportation prepaid) and will then invoice the Client separately for related transportation costs. In the absence of prior shipping instructions, The Company will select the carrier on behalf of the Client, but shall not assume any liability for shipment, nor shall the carrier be construed to be an agent of The Company. Title to the Equipment and Software shall pass upon receipt of payment in full.

5. Payments. Client shall pay the price for the Equipment, Software or Services within ten (10) business days of each invoice date, the timing of which is described within Schedule B hereto. All payments must reference the Client Number shown at the top of this Agreement and must be sent to the address specified on the invoice.

6. Late charges may be charged at one and one-half percent (1½%) per month (18 percent per annum), or the maximum legal rate if lower, on all amounts not paid by the due date of invoice. The assessment and acceptance of any late charge shall not be construed as a waiver by The Company of its rights with respect to the default giving rise to such payment, and shall not affect any of The Company's rights under this Agreement or its remedies at law.

7. Installation. Client shall have the installation site prepared prior to the scheduled installation date or the arrival of the Company personnel, including all power supplies and other environmental requirements to enable the Equipment.

8. Documentation. For each item of Equipment or Software acquired, The Company shall supply Client with one set of documentation The Company normally furnishes with that Equipment or Software. Client may make copies of all documentation for Client's internal use as limited by law.

9. Custom Software License. Client and Company jointly own the custom software created by Company on behalf of Client. Client agrees not to provide individuals or company's competing with Document Access Systems access to the custom software.

10. Software License. Client acknowledges that the Software will be licensed or sublicensed as appropriate to Client by The Company pursuant to the Software License Agreement attached as Schedule D. The parties acknowledge that The Company is a third party beneficiary hereof.

Warranty.

a) Equipment. Client acknowledges that The Company hereby passes through to Client all applicable manufacturers' warranties for the Equipment.

b) Software and Firmware Products. Client acknowledges that The Company hereby passes through to Client all applicable Software manufacturers' warranties for said Software or firmware. Additional warranties of The Company are set forth in the License Agreement.

c) Limitation of Warranty. The foregoing warranties shall not apply to defects resulting from (1) improper maintenance by Client or any third party, or (2) unauthorized modification or misuse by Client or any third party. THE LIABILITY OF THE COMPANY, IF ANY, ARISING OUT OF, OR IN ANY WAY RELATED TO THE PERFORMANCE OF THIS AGREEMENT OR ANY ADDENDUM HERETO SHALL NOT EXCEED THE AMOUNT PAID TO THE COMPANY BY CUSTOMER FOR THE SPECIFIC GOODS OR SERVICES AT ISSUE. THE WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES THROUGH COURSE OF DEALING OR USAGE OF TRADE.

d) Place of Performance. Within the United States, the warranty service for Equipment, Software or firmware shall be performed at Client's premises or at such other location as specified by the applicable manufacturer. The Equipment or Software sold pursuant to this Agreement is not for export. The Company assumes no liability whatsoever for any damages arising out of the use of the Equipment or Software outside of the United States.

e) Warranty Period. The warranty period commences on the date of delivery of the Equipment or Software. On-site warranty, if provided by the applicable manufacturer, shall be in force for the duration of said manufacturer's warranty period. Carry-in warranty shall be in force for such longer period, if any, as the Company or the manufacturer shall provide.

f) Survival. The provisions of this Article shall survive termination of this Agreement.

g) Hardware and Software to be delivered by Company to City will integrate with and seamlessly operate with the listed City hardware, software, and firmware in a manner that will not adversely corrupt City's files or otherwise degrade the integrity of the City hardware, software, and firmware.

1. that the Hardware and Software delivered is fit for the City's intended purpose of meeting the Objectives as described in this Agreement.

2. that the Software will meet the performance criteria set forth in the Statement of Work.

3. that all Hardware and Software which Company either sells, provides or licenses to City shall not experience abnormality or generation of incorrect results, due to date oriented processing, in the operation of the business of the City. The deliverable's design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce data values) that accommodates same century and multi-century formulas and data values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering the City electronic infrastructure; user interfaces (i.e., screens, reports, etc.) that accurately show century recognition and assure that the year 2000 and future leap years shall be correctly treated as leap years within all calculation and calendar logic.

4. that to the extent that the Software, Hardware, and other Deliverables, are subject to any intellectual property or other title, licensing, or legal constraints, that same shall not adversely affect the ability of Company to perform its obligations under this Agreement, and shall not adversely affect City's purchase of the Deliverables or its use thereof. In addition, that City shall not be subject to any additional costs or fees associated with the use of the Software or Hardware, other than those specifically set forth in this Agreement.

5. that the Hardware and Software specified to be delivered pursuant to this Contract is a complete list of all hardware and software reasonably needed to meet the City's Objectives, as contemplated in this Agreement, and to fully perform Company's obligations as provided in the contract documents – such that if any Hardware or Software or other work is reasonably necessary to meet such Objectives, performance criteria, or complete such performance, Company will supply same at no cost to City regardless of whether it is called for or not.

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

7. that as of the date of execution and Effective Date of this Contract no elected official, appointed officer, or employee of the City has a material financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a known partner, officer, director, or proprietor of

Company, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in Company. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of Company.

8. that Company owns all right, title, and interest to all supplied Software or has otherwise acquired sufficient rights from third parties to grant the Software License and perform its obligations under this Agreement.

9. Company covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, or other liens against public funds or property (herein, "mechanics' liens"), will be permitted to arise, be filed or maintained against the City, or any personal property owned by the City, against any monies due or to become due from the City to Company, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Deliverables. Company agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing and shall take all reasonable steps within such thirty (30) day period to remove and diligently prosecute such removal to completion, and upon Company's failure to do so the City shall have the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the City chooses, at the reasonable cost and expense of Company, the expense to include reasonable legal fees and costs and all expenses.

10. that Company is duly organized and validly existing under the laws of the State of Virginia, has met any and all legal requirements to perform this Contract in Florida, and has full legal right, power, authority and financial ability to perform its obligations under the Contract.

11. that the Contract has been duly authorized, executed and delivered by Company.

12. that the execution and delivery of the Contract, and compliance with its provisions, will not conflict with or constitute a breach of or default under any existing agreement or other instrument to which Company is a party, or any Court Order or consent decree to which Company is subject.

13. that there is no action, suit, proceeding or known (after due inquiry) investigation at law or in equity before or by any Court, public board or body, pending or threatened against Company or affecting Company seeking to restrain or enjoin the execution or performance of this Contract or in which an unfavorable decision, ruling, or finding would adversely affect the performance of this Contract, or Company's financial condition in a material way.

14. that all hardware provided pursuant to this Agreement shall be new.

11. Infringement Indemnification.

a) The Company shall, at its sole expense, indemnify, hold harmless, and defend Client from all loss, expense, or damage arising out of a claim that any Software furnished under this Agreement infringes a U.S. patent, copyright, trade secret, or other proprietary right. The Company shall pay all damages and costs including attorneys' fees finally awarded by a court of competent jurisdiction against Client in any suit, proceeding, or settlement.

b) In the event an injunction restricting Client's use of Equipment or Software is issued, the Company shall have the option to provide Client with (1) the properly authorized right to continue using the Equipment or Software; or (2) a non-infringing, functionally equivalent, replacement or modification thereof; or, if unable to do (1) or (2), then (3) a refund of the price paid to the

Company for such Equipment or Software, in which case Client shall return the Equipment or Software to the Company.

12. Protection. All Software provided hereunder is licensed under the License Agreement for use on a single enterprise's CPU or multiple CPUs as specified in such License Agreement, and may not be copied except as may be necessary for use or for backup. Client shall take all reasonable steps to preserve the confidentiality of the Company's trade secrets and proprietary information.

13. Confidentiality.

a) The Client and Company acknowledges that it may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to either Client or Company. The Client and the Company agrees to hold such information in strict confidence and not to disclose such information for any purpose whatsoever other than the performance of its obligations as contemplated by this Agreement and to advise each of its employees who may be exposed to such proprietary and confidential information of his or her obligation to keep such information confidential.

b) The Company agrees that it will not breach, or attempt to breach, any of Client's computer security systems, or obtain, or attempt to obtain, access to any programs or data other than those which it has been given access by Client in writing. In the event that a Company employee should obtain, or attempt to obtain, access to any such programs or data, the Company shall promptly notify Client of such fact, and will not, in any manner whatsoever, use such programs or data as might be obtained, or disclose them to any third party. Furthermore, the Company agrees to keep confidential all information obtained by it in consequence of its utilizing Client's systems. Such information includes, without limitation, information relating to Client's research, business operations and customers.

c) Any obligation in this Confidentiality clause does not apply to any information which:

i) is or becomes known publicly through no fault of The Company;

ii) is already known to The Company, except as listed or specified in writing by The Company as being the subject of previous discussions between Client and The Company regarding proprietary information, and is so agreed by both parties;

iii) is developed by or for The Company independent of activities under this Agreement.

d) "Confidential Information is defined as information which is confidential, proprietary, or trade secreted. Company is free to mark materials as confidential or proprietary, or trade secreted, but its failure to do so will not conclusively establish that such material is not confidential, proprietary, or trade secreted with respect to third parties. Company along with the City will use reasonable care to protect the Confidential Information of the other. The City is subject to the Florida Public Records Law and may not be always able to prevent disclosure of Company confidential, proprietary, or trade secreted information and material and property; however, City will give Company notice of any requests City receives to inspect or copy Company marked proprietary, confidential, or trade secreted material or property in order to give Company the opportunity to take any immediate legal action against the requestor which might be available to prevent such disclosure (i.e., a declaratory action that such material or property is not subject to disclosure). In the event Company takes such action, it shall reimburse the City for any attorneys' fees of the requestor that are awarded against the City pursuant to the Florida Public Records Laws, and City shall reasonably cooperate with Company in such legal proceeding.

The provisions of this Article shall survive any termination of this Agreement.

14. Force Majeure. Neither party shall be responsible for any failure to comply with or for any delay in the performance of these terms and conditions where such failure or delay is caused by events beyond

the control of the party sought to be charged. If the Company, however, for any reason within or outside its control, fails to perform any part of an Order by the date specified, Client, in addition to any other rights and remedies it may have, shall have the option of specifying a later date for performance, or upon written notice to The Company of terminating or canceling the entire Order or any part of the Order without liability with respect to any portion of the Order not completed. The Company shall notify Client in writing promptly of any actual or potential delay.

15. Conduct Indemnity.

a) The Company shall indemnify, hold harmless and defend Client, its officers, agents and employees from all damages and liability, including attorney's fees, arising out of The Company's acts or omissions pursuant to this Agreement. Client shall indemnify, hold harmless and defend The Company, its officers, agents and employees from all damages and liability, including attorney's fees, that arise out of, or result from, any alleged act, omission or misrepresentation caused solely by Client, its agents or employees.

b) If The Company work hereunder involves operations by The Company on the premises of Client or one of its customers, The Company shall take all necessary precautions to assure that the work is carried out in a safe and proper manner and shall indemnify Client against all damages which may be incurred in connection with such work. The Company shall also maintain such public liability, property damage and employee's liability and compensation insurance as will protect Client from risk and from any claims under applicable Workers Compensation and Occupational Diseases Acts, including, without limitation, the following policies:

i) Workers Compensation and Employers Liability Insurance which shall fully comply with the statutory requirements of all state laws as well as federal laws which may be applicable. Employers Liability shall be $100,000 per person, per occurrence.

ii) Comprehensive General Public Liability and Property Damage Insurance with a combined single limit of $1,000,000 for injuries or deaths or property damage arising out of an occurrence.

iii) Under The Company's acceptance of this Agreement, The Company shall furnish to Client, if requested, a certificate of insurance which certifies that such policies are in full force and effect for Client's benefit. The Company agrees that such insurance will not be canceled nor materially changed without Client's prior written consent.

16. Limitation of Liability. Except as proved under the provisions of "Warranty", "Infringement Indemnification", and "Conduct Indemnity" above, neither party shall be liable for any loss of profit or for other consequential or indirect damages arising out of any breach of this Agreement. CLIENT FURTHER UNDERSTANDS THAT THE COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OF SERVICE, LOSS OF DATA, OR LOSS OF PROFITS, TIME, OR BUSINESS.

DAS shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by DAS for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, DAS shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for delay."

17 Notices. Any notice required or permitted to be given hereunder shall be in writing and mailed to the parties at the following addresses or to such other address as either party may substitute by written notice to the other.

a) If to Client: City of Plantation
Robert Castro
400 Northwest 73rd Avenue
Plantation, FL 33317
954.797.2230 fax

b) If to the Company: Document Access Systems
Matt Weis
703 Westchester Drive
Suite 105
High Point, NC 27262
336.217.8878

18. Compliance with Laws. The Company shall comply, and shall cause all Equipment and Services furnished hereunder to comply, with all applicable federal, state and local laws, rules, regulations and standards including, without limitation, provisions of the Equal Opportunity Clause contained in Section 202 of Executive Order 1236 of September 24, 1965, as amended (which Executive Order is incorporated herein by reference) and the provisions of the Occupational Safety and Health Act of 1970 (OSHA) and the standards and regulations issued there under and amendments thereof; and The Company shall certify, in writing, such compliance at Client's request.

19. Bankruptcy. If any proceeding in bankruptcy or for reorganization shall be filed by either party hereto, or if an involuntary case in bankruptcy or for reorganization shall be filed against either party and shall not have been dismissed within 60 days of the filing thereof, or if a receiver should be appointed for either party or the property of either party and such receiver shall not have been dismissed within 60 days from the date of his appointment, or if either party shall admit in writing its inability to meet its debts as they mature, then in any event, the other party hereto shall have the right, at its option, to cancel and terminate this Agreement.

20. Assignment. This Agreement may not be assigned without express written consent of the parties hereto, except for an assignment to, (i) any entity that purchases all or substantially all of the assets of either party, (ii) a parent, subsidiary or affiliate of either party (it being hereby agreed that the term "affiliate" shall mean, for the purposes hereof, any corporation, partnership, or other business entity which controls or is controlled by, or is under common control with, either party, and the term "control" [including "controlled by", "under common control with", and "controlling"] as used herein with respect to any corporation, partnership or other business entity shall mean the possession of the power to direct or cause the direction of the management and policies of such corporation, partnership or other business entity, whether through the ownership of voting securities or contract), or (iii) any corporation or other entity into which or with which either party's permitted successors or assigns, has merged or consolidated, in accordance with the applicable statutory provisions governing merger and consolidation of entities (any such party described in (i), (ii) or (iii) above being referred to herein as a "Permitted Assignee").

21. Publicity. Both parties shall keep the terms and existence of this Agreement in confidence and not reveal either to any third party. The Company shall not use Client's (or any Client's affiliate's) name or trademark, or refer to this Agreement, in any advertisement or promotional material, without Client's prior written consent.

Governing Law. This Agreement shall be governed by, interpreted, and construed in accordance with, the laws of the United States and the State of Florida without reference to the body of law controlling

conflicts of law. In the event of any litigation, the prevailing party shall be awarded its reasonable attorney's fees and other direct costs associated with the litigation. "The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in the United States District Court for the Southern District of Florida or in the Circuit Court for the 17th Judicial Circuit, in and for Broward County, Florida, or the County Court for the County of Broward, Florida." Attorney fees shall be capped at $250,000

Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

General Terms.

a) The failure of either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights nor shall it preclude the future exercise of such rights.

b) Client certifies that all purchases made pursuant to this Agreement are for its own use and not for resale or sublicense.

c) If any provision of this Agreement is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not effect the intent of the provision, then the provision must be rewritten to be enforceable and legal.

d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

e) DAS shall not be allowed to take advantage of any City errors or omissions in specifications or performance criteria or in DAS proposal. Full disclosure will be made by DAS and full instructions will always be given by both parties when such errors or omissions are discovered.

Complete Agreement. This Agreement is the complete and exclusive statement of agreement between the parties. It supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof.

26. Independent Contractor. Company shall at all times act as an independent contractor in the performance of this Agreement. Neither Company nor its employees or agents shall represent themselves to be, or be deemed to be, employees of CUSTOMER and CUSTOMER shall have no control over the means, detail, manner, or methods of DAS' employees or agents."

27. Order of Precedence. In the event of any inconsistency between the various documents comprising this Agreement, the order of descending precedence shall be as follows: (i) the Agreement, (ii) the exhibits to the Agreement, and as to such aforesaid exhibits, the order of descending precedence shall correlate to the exhibit reference number (such that Schedule "A" shall have highest precedence)."

28. Fiscal Funding. In accordance with the provisions of §166.241(3), Fla. Stat. (2004), the City, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is at the City's option null and void or voidable, and in no event can money be paid on such contract in excess of what is available for expenditure in any given fiscal year. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years."

29. Termination

a. Either party may terminate this Agreement for any of the reasons listed below in paragraphs X.1, X.2 and X.3 by providing the other party with thirty (30) days written

notice and an opportunity to cure. Each party shall take steps to bring the work to a close and to reduce its expenditures to a minimum. Each party shall also, upon request and in a timely manner, return all documents supplied to it by the other party and shall hand over to other party all documentation prepared by it for purposes of the work.

b. Termination Generally

1. Termination for Material Default: In the event either Party defaults in the performance of any material term of this Agreement, and said default is not cured within thirty (30) days after notice thereof is delivered, then the non-defaulting Party may terminate this Agreement.

2. Termination Due to Bankruptcy, etc.: If either Party petitions for relief under the Bankruptcy Act, or of any involuntary petition thereunder would be filed against such Party, and the same be not dismissed within thirty (30) days, or if the Party makes an assignment for benefit of creditors, then the non-breaching Party may terminate this Agreement.

3. Termination Due to Non-Appropriation of Funds: In the event that funds are not appropriated for the continuation of this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds were appropriated. The Customer shall notify Company in writing of any such non-appropriation of funds at the earliest possible date.

c. Specific Termination by City for Cause

The City reserves the right to terminate this Agreement in the event Company:

1) Fails to meet project Milestones as they may exist from time to time (except because of Force Majeure, or manufacturer schedules which are outside of Company' control);

2) Fail to provide any replacement Guarantee, Surety, Bond or Insurance Endorsement in an acceptable form;

3) Abandons the Project, as evidenced by lack of progress over a thirty (30) day period;

4) Makes a material statement of fact which is discovered to be false or materially misleading;

5) Has a lien or levy placed upon any property used by Company in its implementation and/or operation of the System, which is not discharged of record within thirty (30) days; or

6) Has any hardware or software provided by Company seized by judicial sale.

7) Defaults in the performance of any of its obligations as set forth in this Agreement and its exhibits.

Company shall have thirty (30) days to cure the defaults listed above and failing to so cure, shall be in breach of this Agreement, which shall then allow the City to terminate.

d) Specific Termination by City for Cause Specific Termination by DAS for Cause
DAS may terminate this Agreement because of the City's failure to make payments that are due. DAS shall give City notice of any City default under this paragraph 15.3 and City shall have thirty (30) days to cure such default. If such default is not cured within such period, DAS may then terminate.

e) Specific Termination by City for Convenience
The City shall be able to terminate this Agreement without cause by giving sixty (60) days written notice before termination. A transition provision will be included in the event of termination to allow for a coordinated effort with the new contracted party. In the event of termination for

convenience, DAS shall be paid for the performance up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon the percentage of completion of such uncompleted tasks. DAS shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. In the event City terminates the contract for cause and it is later adjudicated that City did not have a sustainable basis for such cause termination, such termination will be deemed a termination for convenience and the provisions of this paragraph shall apply.

f) Mutual Termination
This Agreement may also be terminated by mutual agreement at any time and under any terms, provided both parties sign a Termination Agreement that is executed in the same manner as this Agreement.

30. "City's Liability and Insurance: City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Company, Subcontractors or others on the Work. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes."

**CITY OF PLANTATION**

By: _____

Title: Mayor

Date: 5/25/07

**DOCUMENT ACCESS SYSTEMS**

By: _____

Title: VP

Date: 6/1/07

## Schedule A: Pricing – Equipment/Software/Services

Pricing- Equipment/Software/Services is attached as a freestanding document.

The fixed price project cost (Travel and Expenses are not included and will be billed at actual costs) including mentoring of City of Plantation is **$ 122,250.00.**

| FileNet Software | | | | | | Premium Maintenance | |
|---|---|---|---|---|---|---|---|
| Model Number | Description | Platform | Qty Ordered | Unit Price | Ext. Price | Unit Price | Ext. Price |
| 308116 | Workgroup FN P8 Server Pkg | | 1 | 9,000.00 | 9,000.00 | 2,250.00 | 2,250.00 |
| | FN P8 Platform Server | | 1 | | | | 0.00 |
| | FN P8 Application Server Lic | | 1 | | | | 0.00 |
| | J2EE App Server Tracking: Other | | | | | | 0.00 |
| 308122 | Content Mgr 3.x Concurrent User Lic | *NT SQL* | 5 | 2,300.00 | 11,500.00 | 575.00 | 2,875.00 |
| 308467 | Capture Prof Low Vol 5.x | | 1 | 7,000.00 | 7,000.00 | 1,750.00 | 1,750.00 |
| 308474 | Capture DocProcessing 5.x | | 1 | 1,500.00 | 1,500.00 | 375.00 | 375.00 |
| D55W8LL | WebSphere Application Server | | 2 | 5000.00 | 10,000 | 1,100.00 | 2,200.00 |
| | | | **Subtotal:** | | **39,800.00** | | **9,450.00** |
| **Prerelease Offerings** | | | | | | | |
| DAS | P8 Installation Package | | 1 | 18,000.00 | 18,000.00 | | |
| DAS | Capture Installation Pkg | | 1 | 6,000.00 | 6,000.00 | | |
| DAS | Fax Field Integration | | 1 | 2,200.00 | 2,200.00 | | |
| DAS | Discovery, Design and Project Plan | | 1 | 7,000.00 | 7,000.00 | | |
| DAS | Project Coordination & Scheduling | | 1 | 7,000.00 | 7,000.00 | | |
| DAS | HR implementation & acceptance | | 1 | 15,000.00 | 15,000.00 | | |
| DAS | Train the trainer | | 1 | 4,500.00 | 4,500.00 | | |
| DAS | Training (System Admin) | | 1 | 6,400.00 | 6,400.00 | | |
| DAS | User Acceptance testing | | 1 | 6,400.00 | 6,400.00 | | |
| | | | **Subtotal:** | | **72,500.00** | | |
| | | | **Total:** | | **112,300.00** | | **9,450.00** |

| Total | |
|---|---|
| Software | 39,800 |
| Services | 72,500 |
| Annual Software Maintenance - Year 1 | 9,950 |
| **Total** | 121750 |

***Payment Schedule:***

1. *Invoice* **$49,250.00** *upon delivery of software.*
2. *Invoice* **$26,200.00** *upon installation (Implementation pkgs. completed)*
3. *Invoice* **$7,000.00** *upon accepted design and schedule document.*
4. *Invoice* **$15,000.00** *upon HR implementation acceptance.*
5. *Invoice* **$17,900.00** *upon training completion*
6. *Invoice* **$6,400.00** *upon user and system acceptance*

*Total (not including hardware and scanners---options in SOW)*

**$ 121,750.00**

*Travel and expenses are not included. The estimate for travel is $ 6,000.00 (Travel – 3 trips, 20 days.)*

## Schedule B: Statement of Work (SOW)

Statement of Work (SOW) is attached as a freestanding document.

## Schedule C: MSSA

Maintenance and Support Services Addendum (MSSA) is attached as a freestanding document.

## Schedule D: EULA

End User License Agreement (EULA)

End User Software License Agreement is attached as a freestanding document. This is the software licensing agreement for FileNET software. The other software vendors licensing is accepted & executed by unsealing the packaging.

# Schedule B

# The City of Plantation

## Human Resources/Personnel
## Document Management Project
## Statement of Work

May 21, 2007

*Version 2.0*

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## *Proprietary Notice*

This document contains confidential information of Document Access Systems, which is provided for the sole purpose of permitting the recipient, the City of Plantation, to evaluate the proposal submitted herewith. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and not to reproduce or otherwise disclose this information to any person outside the group directly responsible for evaluation of its contents.

This SOW has been prepared in accordance with accepted techniques for system design and Document Access Systems' understanding of your requirements based on the information provided to us by the City of Plantation. All values, charts, designs and related information contained in this proposal reflect Document Access Systems best estimates based on this information provided to us by the City of Plantation during meetings, correspondence and phone conversations.

# 1 Project Scope

Document Access Systems (DAS) is pleased to submit this Statement of Work (SOW) to the City of Plantation for the Human Resources/Personnel Document Management Project. This project provides for services that will be performed at the City of Plantation facilities in Plantation, Florida and at DAS locations, as required. This document contains the description of the project, deliverables, disclaimers and assumptions.

The scope of this project includes the following:

- Project Coordination
- Discovery, Design Document and Project Schedule
- Implementation and testing support
- Mentoring the City of Plantation personnel
- Document Backfile Migration options for Human Resources Department

The goal of this project is to eliminate the paper storage for Human Resources/Personnel at the City of Plantation while providing access to documents electronically. The initial project will focus on a singe application area (HR/Personnel) with the ability to scan, index and retrieve documents.

1. **Human Resources/Personnel**

# 2 Project Coordination

The Document Access Systems services will be managed through the direction of a Project Coordinator. This individual will be the focal point of the project. The City of Plantation is expected to assign a similar position early in the cycle to ensure that the various parties to the project are coordinated to allow a smooth and on-time delivery. This includes ensuring all requested information, materials and arrangements be made to effectively execute the project.

The project schedule has been developed by DAS and is estimated to be completed in less than 60 days based on the City of Plantation availability. The schedule is based on task duration and may be impacted by actual start date, other projects and tasks.

## *2.1 Software*

Any software referenced in this Statement of Work will be FileNet software to be acquired by the City of Plantation through DAS.

## *2.2 Hardware to be provided by the City of Plantation*

All required hardware will be provided by the City of Plantation. DAS will provide hardware specifications to the City of Plantation as a deliverable from the Discovery process.

## *2.3 Software Installation*

The City of Plantation will have the software installed in the servers and desktops to be network ready. DAS will install the FileNet solution software.

## *2.4 City of Plantation Acceptance of the DAS developed applications.*

This project will be considered complete when the City of Plantation has tested and accepted the system.

## *2.5 Tasks*

The following tasks are assigned to DAS in the project schedule. DAS will execute each task in coordination with the City of Plantation team.

1. **Discovery.** DAS will meet with the Human Resources/Personnel team to determine the structure of the FileNet Library that will be used to support the project. Although the initial project is specific to the HR/Personnel department, the City of Plantation will include resources at the discovery sessions so they better understand what information is necessary and what to be thinking over prior to deploying other applications in the future.
   - **Human Resources/Personnel**
   - **Conversion options for HR backfile**

2. **Structure will include:**
   - Document Classes – logical grouping of properties for storage and retrieval of objects (documents, images, spreadsheets, etc.)
   - Properties – index values that will facilitate searching for documents and displaying documents in lists

- Stored Searches and Search Templates – Stored Searches are searches that are complete and can be executed with a single selection. Search Templates are searches which are completed by the user and executed.
- Users and Groups
- Document the design

3. Implement the agreed to design in conjunction with the City of Plantation staff.
   - Develop the application based on the design produced in Task 1
4. Capture training
5. Train the user(s) on the functions included in the application with the City of Plantation staff.
6. System Turnover.

# 3 Project Contacts

## 3.1 City of Plantation Key Personnel

| | |
|---|---|
| Address: | 400 Northwest 73rd Avenue<br>Plantation, FL 33317 |
| Robert Castro<br>Director, IT | rcastro@plantation.org<br>(954) 797-2214 |

## 3.2 Document Access Systems Key Personnel

| | |
|---|---|
| Address: | Document Access Systems<br>703 Westchester Dr<br>Suite 105<br>High Point, NC 27262 |
| Matt Weis<br>Managing Partner | (336) 882-8252<br>mweis@documentaccess.net |
| Michael Wiese<br>Director of Implementations & Services | (678) 451-5626<br>michael.wiese@ documentaccess.net |
| John Justice<br>Implementation & Systems Specialist | (772) 486-1627<br>jjustice@documentaccess.net |
| Fred Heilbronner<br>Solution Architect | (772) 341-6646<br>fheilbronner@documentaccess.net |

**Submit Payments to:**

Document Access Systems
703 Westchester Dr
Suite 105
High Point, NC 27262

# 4 Contract Terms and Conditions

## 4.1 Pricing & Terms

Pricing for this project is based on a fixed price (Schedule A). Document Access Systems will submit invoices monthly for services and travel expenses to the City of Plantation, which are due Net 30 days based on the benchmark payment schedule in Schedule A. (***Payment Schedule***). Pricing is subject to change if the scope of work as described within this document changes. DAS will plan travel in advance to the extent possible to take advantage of reduced fares.

## 4.2 Project Schedule and Costs

The Project Schedule below is based on the tasks and assumptions contained in the attached document.

# 5 Tasks

1. Discovery, Design and Project Schedule - 1 applications---Human Resources & Conversion (Backfile) options
2. Determine Library Structure (Doc Class, Properties, security, etc)
3. Document Library Design
4. The City of Plantation Accept Design
5. Implementation of Library Structure, Stored Searches and/or Search Templates
6. Implementation of Capture.
7. Training in conjunction with The City of Plantation Staff
8. System Acceptance

Project estimated at 6-8 weeks. If we use a start date of June 1, 2007 we will be completed in early August depending on resource availability and hardware deliver schedules.

***Note:***
DAS will mentor The City of Plantation throughout the discovery, design, scheduling, implementation and training process.

***Hardware Options:***

DAS will provide hardware specifications as part of the Discovery deliverable. DAS would suggest further discussion before finalizing a scanner selection. We'd like to lay out options for the scanner as part of Discovery. DAS will provide scanner specification worksheets upon request.

The City of Plantation has expressed an interest in Fujitsu models. DAS will also provide hardware specifications for the servers, Fujitsu scanner and fax card as part of the deliverable from our Discovery phase.

***Budgetary Estimates for Hardware:***

| | |
|---|---|
| *Content and Database Server* | *$ 5,000* |
| *Application Server* | *$ 4,000* |
| *Web Sphere* | *$13,000* |
| *Fax Server* | *$ 2,000* |
| *Fax card* | *$ 2,000* |
| *Fujitsu scanner* | *$ 7,500 include maintenance* |
| | ***$ 33,500 estimate*** |

## 6 Changes to Requirements

Document Access Systems has developed this SOW based on the requirements as identified by THE CITY OF PLANTATION during site visits, telephone conversations and email. The services identified in this SOW are those that will be delivered upon execution of the SOW.

Please note that variations to the types or quantities of Services, and/or Deliverables identified within this document will result in a change order. While change orders may be at no additional charge, change orders resulting in additional services or products will result in additional charges being made to The City of Plantation.

We have included a Change Request Form to facilitate such changes. Any Change Request Forms received by Document Access Systems, will be processed, and priced within five (5) business days of receipt. The City of Plantation will accept or reject the proposed additions and notify Document Access Systems within five (5) business days of receipt.

## 7 Assumptions and Disclaimers

- Document Access Systems is not responsible for solving issues related to non-recommended products or products implemented by companies other than Document Access Systems.
- The City of Plantation shall provide appropriate and timely access to systems and resources as necessary throughout this engagement.
- THE CITY OF PLANTATION shall provide Document Access Systems personnel with workspace and phone throughout this project.
- THE CITY OF PLANTATION will provide adequate computer and audiovisual equipment to conduct the various business meetings, if required.
- Scheduling of the services to be performed is contingent upon receipt of an executed SOW and/or Purchase Order by Document Access Systems.
- Pricing does not include travel costs for Document Access Systems.
- Services to be performed are limited to this Statement of Work. Any additional work shall be arranged through a separate signed Change Order.
- THE CITY OF PLANTATION's participation is critical to the project timeline. If THE CITY OF PLANTATION does not produce the resources and deliverables on schedule, delays in the schedule may occur and additional blocks of DAS's T&M hours may be necessary. DAS will notify THE CITY OF PLANTATION in writing of any impacts to the project or timeline created by THE CITY OF PLANTATION personnel.
- THE CITY OF PLANTATION personnel will participate in scheduled meetings, training, and acceptance tests.
- THE CITY OF PLANTATION will assign a Project Manager or equivalent to work with DAS during all phases of this project.
- THE CITY OF PLANTATION will be responsible for the network infrastructure and its sustained performance.
- THE CITY OF PLANTATION will insure that DAS will have Internet access through any Customer firewalls into DAS and FileNet websites (using customer provided equipment if required).
- THE CITY OF PLANTATION will perform all legacy system modifications required for the implementation.
- THE CITY OF PLANTATION will prepare the site for the installation of all hardware prior to the installation.
- THE CITY OF PLANTATION is responsible for the delivery of any and all feeds from the legacy system which includes: Download file / ftp or other methods, requirements for disk space, inventory control / data, operations job integrity, and operational error recovery, if required.

## 8 System Acceptance

DAS will present a System Acceptance document at the end of the project for signature by a representative of The City of Plantation, indicating completion of the project and all deliverables. The City of Plantation personnel will provide Document Access Systems with the signed System Acceptance document within five (5) business days of its receipt. If The City of Plantation, does not accept the application, The City of Plantation, must provide Document Access Systems with the reasons for lack of acceptance, in writing, within five (5) business days of the receipt of the System Acceptance document. System Acceptance will be deemed complete if notification has not been received by DAS or The City of Plantation places any part of the Solution into use.

## 9 Acceptance of Statement of Work

Both The City of Plantation and Document Access Systems agree to the terms and conditions as outlined in this Statement of Work.

Document Access Systems — Matt Weis, Managing Partner

Signature — DATE: 6/1/07

Matthew J. Weis VP

Print Name & Title

The City of Plantation

Print Name & Title

RAE CAROLE ARMSTRONG — DATE: 5/25/07

Signature

The City of Plantation

ROBERT CASTRO I.T. DIRECTOR

Print Name & Title

Signature — DATE: 052507

## 10 Change Order Terms

Changes to the approved Statement of Work or the Application Specification are considered to be one of two types:

**Type 1 Change**

These changes are typically critical and require formal customer approval before they can be implemented. Changes are designated Type 1 whenever one of more of the following is affected:

- System Design or Operational Capability
- Database Design Changes
- Software Cost Changes
- Software Customization Changes
- Professional Services Schedule Change
- Delivery Schedule Change
- Compatibility Issues With Customer Supplied Equipment or Facilities

**Type 2 Change**

These changes are changes that may be implemented without prior approval of the customer and at no additional charge. These may include:

- Changes of a minor nature that do not impact cost or schedule

When the need for a change is identified, the Document Access Systems Project Coordinator will work with the client's Project Manger to document the requested change on the Document Access Systems Change Order Request Form. If the client is requesting the change, then the client will present the requested change in writing, on the Change Order Request Form, to the Document Access Systems Project Coordinator. The Project Coordinator will then consult with the project engineers and system consultant to ensure that the requested change is compatible with the intended solution. The DAS team will work to develop a scope for the requested change and may recommend alternatives or workarounds where they see possibilities to meet the client requirement.

Change Order Request Form for: [CUSTOMER NAME]

Originator: _____ Date of Order: _____

Additional Specifications for this Change Request are attached: Yes ☐ No ☐

Description of Change:

Date Received By Document Access Systems: _____

Reviewed By: _____

Change Category:
- ☐ Type I – Customer Impacting Change
- ☐ Type II – Minor Change

Baseline Documents Affected:
- ☐ Solution Design
- ☐ Implementation Design
- ☐ Application Design/Configuration
- ☐ Detailed Design
- ☐ Training/User Documentation

DAS Approved By: _____

Cost of Change: _____ Time to Complete: _____

Client Acceptance Date: / / By:

# Schedule C
# Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement ("Agreement") dated September 1, 2007 ("Effective Date") is entered into by and between Document Access Systems, ("Company"), having principal offices at 703 Westchester Drive, Suite 105, High Pont, NC 27262, and City of Plantation ("Client"), having principal offices at 400 Northwest 73rd Avenue, Plantation, Florida, 33317

**BACKGROUND**

Now, therefore, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Company and Client, intending to be legally bound, hereby covenant and agree as follows:

## 1. Maintenance and Support Services

Company agrees to provide to Client service described in Sections 1.A and 1.B for the products listed in Exhibit A (the "Products") in accordance with the following terms and conditions.

A. **Hours of Service Availability.** Payment of the Standard Service Charges (as defined in Section 5) entitles Client to both maintenance and service, to the extent provided in this Agreement, during the Principal Period of Maintenance ("PPM") as defined in Exhibit A. All Products listed in Exhibit A, or subsequently added by amendment, shall have the same PPM. Client may request, in writing, special extended periods of coverage, subject to Company 's then current policies, terms and conditions, and prices for such service. If special extended service coverage is requested, and Company , on a best effort basis, agrees to provide extended service coverage, the extended policy terms, pricing, and conditions will be at then prevailing rates and will be quoted prior to the execution of service.

B. **Scope of Service.** Company will provide service as long as the Products are at the Current Release level (defined as the current or immediately prior release or 24 months, whichever is newer), and operated in accordance with Company 's, FileNET's and/or other relevant manufacturer's published specifications. "Service" includes:

1) Telephone support during the PPM to resolve software problems or failures; resolution may be delivered as but not limited to Software Maintenance Update (SMU), bug fix or correction of item failing

2) Telephone support during the PPM to coordinate the hardware maintenance and the resolution of hardware problems or failures. Telephone or on-site hardware maintenance may be provided, subcontracted, or assisted by any Company -authorized subcontractor, agent or representative;

3) delivery of remote support via modem using communication equipment and communication software certified by Company ;

4) Attempted correction of any defect in the software program that materially and adversely affects the efficiency or use of the Products as described in Company 's, FileNET's, or relevant manufacturer's written specifications; software program fixes will be provided for the Current Release only; except any defect in any of the Products.

5) Delivery of all engineering software or hardware revisions that Company, FileNET, or relevant manufacturer deems necessary with respect to the Products covered by this Agreement; and

6) Assistance with Operating System and Database failures on system running FileNET application.

7) Company will use its best efforts to render service within a reasonable time. Refer Exhibit B section 1.4

C. **Service Limitations.** Service is contingent upon the proper use of the Products in accordance with Company 's, FileNET's, and/or other relevant manufacturer's published specifications and does not include any of the following:

1) service on a Product located in unsafe or hazardous environments, as determined by Company ;

2) Service resulting from accident, neglect, alterations, improper use, or misuse of the Products or necessitated by adjustments and changes attempted by non Company personnel;

3) Service to a version other than the Current Release of the Software as defined above in section 1B;

4) efforts to restore the software and/or data beyond the most recent back-up;

5) service related to software and hardware other than listed in Exhibit A, and hardware maintenance and software support service delivery procedures and specifications other than as listed in Exhibit B;

6) Service to any Product: (i) which has been altered, modified or adjusted without Company 's, FileNET's or other relevant manufacturer's prior written approval; or (ii) to which hardware or software has been added, attached or installed without Company 's, FileNET's or other relevant manufacturer's prior written approval; or (iii) for which repairs or other maintenance services have been made by someone other than Company or Company 's authorized representative and;

7) Service request due to problems that are not the direct result of Products listed in Exhibit A.

8) Relocation assistance

9) TCP/IP addressing changes

10) System Administration tasks after 90 days of system install. Remote System administration packages are available. If Company identifies request as System Administration support, Customer can opt to have Company perform System Administration duties billable to customer at Company's published hourly rates

## 2. Client Responsibilities

Client is responsible for the maintenance and installation of any common carrier equipment or communication services related to any Product and not furnished by Company . Client is also responsible for charges incurred for communication facilities at Client's facilities, whether incurred by Client or by Company 's service representatives while performing service on Products. Client is responsible for performing system software back-ups in accordance with published documentation and restoration of data if not properly backed-up. Client shall timely notify Company of any Product failure and shall allow Company full and free access to the Products for performing Service and provide any information needed by Company in fulfilling this Agreement.

## 3. Alterations and Additions

In accordance with specifications, documentation and agreements, Company will not be responsible to Client for loss of use of the Products or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Products by other than authorized representatives of Company. If, in the opinion of Company, any such alteration, addition, adjustment or repair adversely affects Company 's ability to render maintenance service to the Products, Company reserves the right to terminate this Agreement immediately upon written notice to Client or charge client Company's standard time and material rate to resolve the issues

## 4. Term and Applicability to Other Agreements with Company

A. The initial term (the "Initial Term") of this Agreement shall be twelve months commencing on the Effective Date.

B. The payment of the Service Charges (as defined in Section 5(A)) shall be made on the Effective Date, in part consideration of the maintenance and support services described in this Agreement during the Initial Term. This Agreement shall automatically be renewed on the same terms and conditions contained herein, without any action by either party for additional one-year periods, unless at least ninety days prior to end of the Initial Term or any renewal term, Company or Client provides the other with written notice of its intent to terminate this Agreement. Nevertheless, should Company not receive payment by the renewal date, Company shall charge current published time and material rates for each incident occurring after renewal date until such time as full payment is received..

## 5. Service Charges

A. **Definition**. "Service Charges" are annual charges designated as such in Exhibit A. Such charges cover service performed at Company 's facilities or at the Product installation site Ninety days prior to any renewal date,

Company may change the Service Charges. If the Service Charges are increased, Client may terminate service as of the next renewal date, upon forty-five (45) days after advice of such increase by written notice to Company . If Client does not terminate service within such 45 day period, the new Service Charge shall become effective on the date specified in the notice.

B. **Invoices.** Service Charges will begin on the Effective Date. All Service Charges, and any amounts payable to Company, including, but not limited to, Extended Charges, Sur Charges, and Other Charges, will be invoiced annually 30 days in advance, and any one-time charge will be invoiced as incurred. Partial invoicing will be prorated on the basis of a thirty-day (30-day) month. Client shall pay the Service Charge and all other invoice charges in full within thirty (30) days of the invoice date regardless of whether Client uses service every month during the term. All amounts payable under this Agreement shall be paid in U.S. Dollars.

C. **Default.** Client shall be deemed to have defaulted in payment if it has not paid Company all amounts due within thirty (30) days after receipt of invoice. If Client defaults in any payment to Company, the defaulted sum shall bear interest from the date of default at an annual rate equal to one and one-half percent (1.5%) per month, or the maximum interest rate permitted by law, whichever is lower. Client's failure to pay any charges when due shall also constitute sufficient cause for Company to suspend or terminate service under this Agreement.

## 6. Supplemental Maintenance Service

A. **Movement of Products.** Products moved to a location within North America shall continue to be serviced under this Agreement at the option of Company subject to a mileage surcharge, travel (including air and ground transportation), accommodations, time and materials. Company shall have the right to alter the type and schedule of maintenance provided to the relocated Products. Client shall give Company at least thirty (30) days written notice specifying the new location prior to any movement of the Products. Assistance from Company in move is not covered under this agreement and will be billed to customer at industry standard time in material rates.

B. **Other Services.** Company 's rendering of hardware maintenance or software support service that is not included in the Service Charge, if requested by Client, will be performed at Company 's discretion and, if performed, will be charged to the Client at Company 's Service time and material rates and terms then in effect.

## 7. LIMITED WARRANTY

EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT, IN LIEU OF ALL OF THE WARRANTIES, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. MAINTENANCE AND SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT DO NOT ENSURE THE PRODUCT'S OR CLIENT'S SYSTEM UNINTERRUPTED OPERATION.

## 8. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF BY COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. COMPANY'S LIABILITY TO CLIENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF SERVICE CHARGES PAID HEREUNDER BY CLIENT TO COMPANY

## 9. General

A. Hardware maintenance or software support Service may, at the election of Company, be provided, subcontracted, or assisted by any Company-authorized subcontractor, agent or representative.

B. Client may not assign any of its rights or obligations hereunder except with Company's prior written consent.

C. The waiver or failure of either party to exercise in any respect any right provided herein shall not be deemed a waiver of any further right hereunder.

D. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Arizona.

E. No modification or amendment of this Agreement will be binding on either party unless in writing and signed by an authorized representative or officer of each party.

F. The invalidity of any provision of this Agreement shall not affect the validity and binding effect of any other provision.

G. Notices hereunder shall be sent to the addresses on the face of the Agreement, or to such other addresses as specified by notice complying herewith, and shall be deemed received on the earlier of actual receipt or five days after deposit in the U.S. Mail.

H. Notices mailed to Company are to be sent to the attention of Company, "Contracts Administration".

I. Headings contained in this Agreement are for convenience only and are not part of this Agreement and do not in any way interpret, limit or amplify the scope, extent or intent of the Agreement or any of the provision hereof.

J. Company shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting from acts of God, civil or military catastrophes, transportation delays, inability to obtain materials or parts from suppliers, or other Force Majeure beyond its reasonable control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

| **CITY OF PLANTATION:** | **DOCUMENT ACCESS SYSTEMS:** |
|---|---|
| By: | By: |
| Title: MAYOR | Title: VP |
| Date: 5/25/07 | Date: 6/1/07 |

## EXHIBIT A

## HARDWARE MAINTENANCE AND SOFTWARE SUPPORT SERVICE CHARGES

**Principal Period of Maintenance (PPM)**
Principal Period of Maintenance ("PPM") is between the hours of 8:00 a.m. and 5:00 p.m. Client's local time, Monday to Friday, excluding Company 's Holidays (options available, additional charges may apply).

DAS Holidays Observed:

- New Years Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**Special Instructions Addendum**
None

Attachment XXX for details of custom code support

Attachment XXX for details of Workflow Support

**On-Client-Site Hardware Maintenance Company**
As determined by Company

**Items Not Covered**
In addition to Hardware and Support limitations stipulated elsewhere in this Agreement, this Agreement does not cover the replacement of consumable items such as, but not limited to, Optical Media (used in Jukebox), compact disks, back-up tapes, or floppy disks, Uninterrupted Power Supply (UPS) batteries, and user documentation in any form or media.

Costs of Operating System and Database Upgrade Software is not covered under this contract

## Hardware and Operating System Products

| Part Number | Description | Qty |
|---|---|---|

## Software System Products

| Part Number | Description | Qty |
|---|---|---|

## Application and Customization Products

| Part Number | Description | Qty |
|---|---|---|

***All of the foregoing are considered Products for the purposes of this Agreement.***

**FIRST YEAR MAINTENENCE AND SUPPORT BILLING**

| | |
|---|---|
| *Project and Hardware Maintenance (Single Point of Contact Warranty)* | |
| *Software Support* | *$ 9.950.00* |
| *Custom Application Support* | |
| *TOTAL FIRST YEAR* | ***$ 9,950.00*** |

## EXHIBIT B

## HARDWARE MAINTENANCE AND SOFTWARE SUPPORT PROCEDURES AND SPECIFICATIONS

### 1. Maintenance and Support

Company and selected field support provider furnish hardware and imaging system software support via a single point of contact (SPOC) toll-free number. Company 's Technical Support will field each problem and determine whether other resources are needed to bring the support incident to a timely and efficient resolution.

All support calls are accounted for, expedited and (if necessary) escalated on a continuing basis, through our incident tracking system. The hierarchy shown below is specifically designed to provide direct and timely support to client.

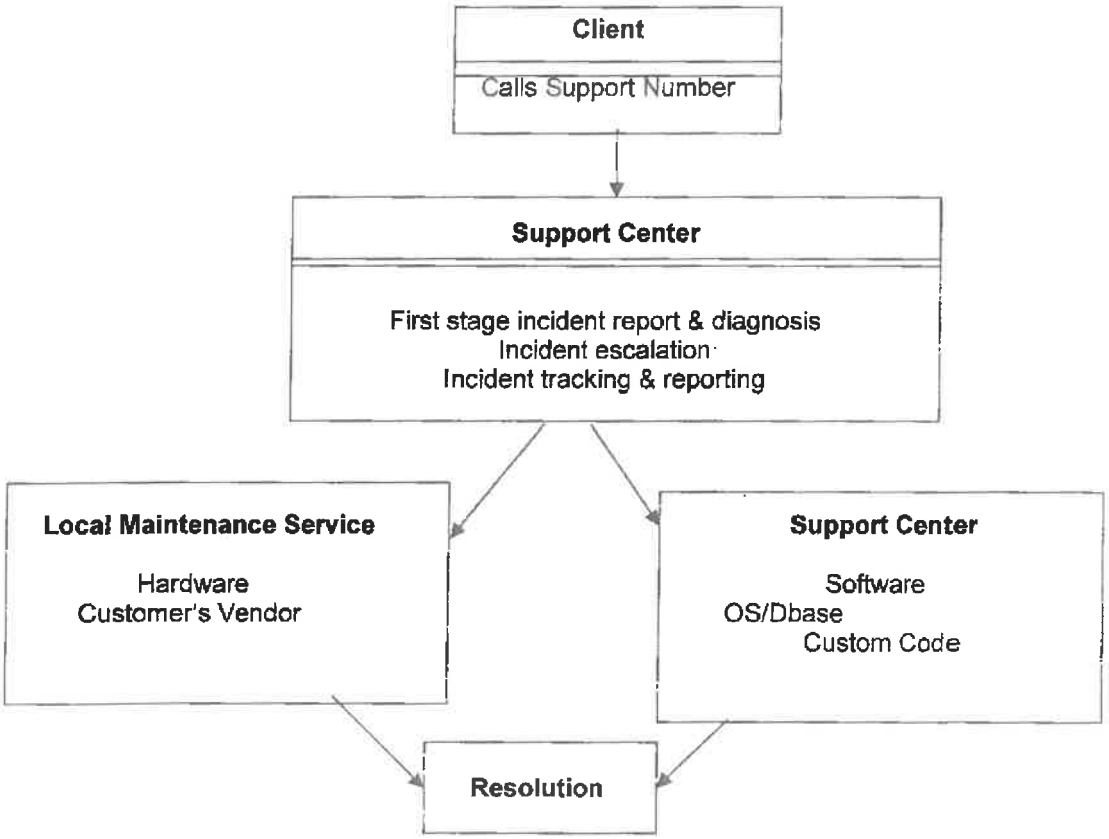

## Maintenance and Support Outline

Company will furnish hardware, operating system and baseline imaging system support through Company -selected third party field offices. Company's toll-free Support Service (ISS) is the first point of contact in the event of a maintenance or support need. ISS will field each problem and determine whether other resources are needed to bring the support incident to resolution.

Highlights of ISS *Toll-Free Support Contract*

- Client makes a single, toll-free call
- 1st Point of Contact
- Primary Technical Assistance & Incident Tracking
- Problem Identification and Assignment
- Dispatch Hardware Repairs
- Dispatch Operating System Repairs
- Dispatch Imaging Software Support
- Coordinate Manufacturer's Server / Peripheral Support

Highlights of DAS Solutions Support *(Imaging Software Control)*

- Imaging Software Support
- Imaging Software & Enhancements Support
- Imaging Software Maintenance Update (SMU) Company / Installer
- Imaging Software Assistance & Incident Tracking

Highlights of FileNET *(Imaging Software Support Extensions)*

- 3rd Level Technical Assistance Center (TAC) Imaging Software Support
- Collaborative Escalation Process

## 1.1 Standard Features of Imaging Software Support

Hot Line Phone/Fax Support
: Remote Hot Line Support 8 AM to 5 PM Client's Local Time, Monday to Friday, excluding Company's Holidays

After-hours Hot-Line Phone Support
: Technical assistance outside of standard support time (available, additional charges may apply)

Documentation Support
: Periodic mailing of tech bulletins, release update news, etc.

Remote System Interrogation
: Access via modem to Client's imaging system

Incident Escalation Procedure
: Priority assignments and accountable support engineer (key contact)

Incident Reporting and Status Reports
: Technical progress communications on open incidents (as necessary)

Closure Report
: Closed incident report (as necessary)

## 1.2 Project Hardware Services

Company will coordinate hardware maintenance and operating system support through properly qualified field support service Company if Hardware option is chosen.

## 1.3 Software Support Services

Client Operating Systems & Network Operating Systems

Client is responsible for providing and maintaining current versions of desktop, server, and network operating systems. If necessary, in the event of an operating or network software malfunction, a field engineer will assist on a best efforts basis Client personnel in identifying the specific problem and determining the appropriate resolution. The field engineer may employ the use of on-line diagnostics to facilitate resolution of the problem,

and, if necessary, at the sole discretion of Company, the field engineer will be dispatched to the Client's site.

Imaging Software System and Imaging System Customization
Support for the imaging system software and related application customization is provided by (Company ).

Company 's support is implemented through the use of on-line diagnostic tools and modular support procedures.

Imaging software support calls are placed to the Company 's support specialist and entered into a support tracking system. A lead support specialist is assigned the incident and, if necessary, the priority of the incident is escalated and researched.

During the remedial process, Client is updated regularly. Once an incident has been successfully closed, the problem resolution is documented and reported to the Client.

## 1.4 Support Priority and Escalation

Calls are responded to by time entered by priority:

| Priority | Target Response |
|---|---|
| P1: Down system | Target Response 4 hours |
| P2: Critical malfunction | Target Response 4 hours |
| P3: Device or subsystem problem | Target Response 8 hours |
| P5: Need technical information - *integrity issue* | Target Response 8 hours |
| P9: Need upgrade support - upgrade in progress | Target Response 4 hours |

***Company will determine at its sole discretion the Priority rating and will use its best efforts to respond within the aforementioned Target Response times. However, no response time is guaranteed by Company .***

## Schedule D

## FileNet ValueNet Partner Agreement

## Terms For the End User Software License

1. **Definitions**

Definitions in this Section 1 apply to the Software License in their respective singular and plural forms.

1.1. **"Client"** means any personal computer, minicomputer, mainframe, workstation or other computer device that interacts with Server Software.

1.2. **"End User"** means the person or entity that has been granted a Software License to use the Software in accordance with the terms and conditions of this Software License.

1.3. **"End User Affiliate"** means any entity that End User owns or controls more than **50%** of the either the entity's voting rights or the controlling body of the entity, but only for so long as this control continues to exist.

1.4. **"Documentation"** means manuals, flow charts, and other documents related to the Software as published by FileNet from time to time.

1.5. **"FileNet"** means FileNet Corporation and its subsidiaries.

1.6. **"License Fee"** means those one-time fees paid by End User in consideration for a Software License granted under this agreement.

1.7. **"Server Software"** means a single copy of Software residing on a computer server within a System.

1.8. **"Software"** means each of the (a) object/binary code versions of FileNet software listed in one or more order forms, (b) respective Updates to the software, and (c) any Documentation.

1.9. **"Software License"** means each license granted by **Document Access Systems** to End User to use Software in accordance with Section 2 (License Grant, Restrictions, and Ownership) and 3 (Standard Software Licenses) and as listed on an order form.

1.10. **"System"** means a discrete group of End User's internal computer systems as designated by a unique FileNet system identification number. End User may have multiple Systems as authorized by FileNet.

1.11. **"Update"** means a subsequent release of Software (including bug fixes, patches, and maintenance releases) that FileNet makes generally available to End Users receiving Software support services. Update does not include any option, future product, or any upgrade in features, functionality or performance of the Software that FileNet separately licenses for an additional fee.

1.12. **"User"** means an individual authorized by End User to use Software regardless of whether the individual is actively using the Software at any given time. If a Client is programmed to access the Software in an automatic manner, then each discrete Client of this type is counted as an individual User.

2. **License Grant, Restrictions, and Ownership**

2.1. **FileNet ValueNet Partner.** Document Access Systems is an authorized FileNet reseller with a current FileNet Reseller Agreement in place which permits the reselling of FileNet software to its End User.

2.2. **License Grant.** Each Software product is furnished to End User under a personal, non-exclusive, nontransferable, revocable license solely for End User's internal use on End User's System and in compliance with this license and all applicable laws. End User agrees that this license does not permit End User to: (a) use the Software for a service bureau application, (b) sublicense the Software, or (c) export the Software without an adequate U.S. export license.

2.3. **Copying.** The Software may only be copied, in whole or in part (with the proper inclusion of all FileNet copyright notices and any other proprietary or trademark notice), as may be necessary and incidental for archival purposes or to replace a worn or defective copy.

2.4. **Moving.** If End User is unable to operate the Software on the System due to an equipment malfunction, then those Software Licenses for that System may be transferred temporarily to a backup computer system during the period of equipment malfunction.

2.5. **Ownership and Use.** Title to and ownership of the Software (including any portion, modification, translation, or derivative thereof, even if unauthorized) and all applicable rights in patents, copyrights and trade secrets in the Software remains exclusively with FileNet (including any of its licensors). Software is valuable, proprietary, and unique, and End User is bound by and will observe its proprietary nature. End User will take diligent action to fulfill its obligations under this license by instruction or agreement with its employees or agents that are permitted access to the Software (whose confidentiality obligations must survive termination of their employment or agency). End User may only provide access to Software on a need-to-know basis. Except as set forth in this license or as may be permitted in writing by FileNet, End User must not use, provide or otherwise make available the Software or any part thereof to any third party. End User must not reverse engineer, decompile or disassemble the Software (or any portion thereof), nor otherwise attempt to create or derive the source/human-readable code. End User acknowledges that unauthorized reproduction, use, or disclosure of the Software may cause irreparable injury to FileNet (including any of its licensors), who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this license.

2.6. **Affiliate Use of Software. Document Access Systems** agrees that End User Affiliates may use the Software if prior to any End User Affiliate's use of the Software: (a) End User accepts responsibility for the acts or omissions of End User Affiliate as if they were End User's acts or omissions; (b) End User indemnifies **Document Access Systems** against losses or damages suffered by

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**Document Access Systems** arising from breach of this license by the End User Affiliate; and (c) use must not constitute an unauthorized exportation of the Software under U.S. Government laws and regulations.

3. **Standard Software Licenses**

3.1. **Server Software License.** Each license entitles End User to install and run Server Software on a single computer server.

3.2. **User License**

A. **Named User License** - a single designated User having the ability to access Server Software with no maximum limit on the duration of access or on the number of discrete accesses.

B. **Concurrent User License** - a designated group of Users where the maximum number of Users in the group does not exceed **10 Users** for every 1 **concurrent user license**; and the maximum number of Users within that group accessing Server Software at any one time cannot exceed **1 User** for every **1 concurrent user license.**

C. **eBusiness User License** – a designated group of Users where the maximum number of Users in the group does not exceed **100 Users** for every **1 eBusiness user license**; and the maximum number of Users in that group accessing Server Software at any one time cannot exceed the **1 User** for every **1 eBusiness user license.**

3.3. **Multiplexing.** If End User elects to use a concentrator or multiplexer, technology to provide Users with access to the Software (whether hardware or software; e.g., web/IP server, gateway, etc.), then all Users with the ability to access the Software via that technology will be counted individually for licensing purposes. FileNet's most current version of its User Guidelines will be used to determine the type of license necessary for these Users.

3.4. **Audit Rights. Document Access Systems** may audit End User's Software usage remotely, via outbound email of system metrics generated by FileNet's system monitoring utility, during on-site service calls, or upon reasonable notice to End User during standard business hours. The audit will determine usage for each Software License, including concurrent access as measured by FileNet's monitoring utility. If an audit determines that End User's usage has exceeded its Software Licenses, then End User agrees to purchase additional licenses in compliance with this license; however, this statement in no way limits **Document Access Systems** remedies.

3.5. **FileNet Confidential Information**. Certain information and materials supplied by FileNet with the Software, such as, Documentation, are FileNet confidential or proprietary trade secrets and FileNet furnishes them solely to assist End User in the installation, operation and use of the Software. FileNet marks all confidential and proprietary information and End User must abide by the terms of those markings, and not reproduce, copy or disclose the information except as is reasonable and necessary to properly use the Software.

3.6. **Term and Termination**.

A. **Termination for Material Breach. Document Access Systems** has the right to terminate End User's Software License if End User fails to pay any and all required License Fees or otherwise fails to materially comply with the Software License terms.

B. **Discontinued Use of the Software.** Each Software License will terminate if End User permanently discontinues use of the Software.

C. **Effect of Termination.** Termination of the Software License will not: (a) limit either party from pursuing any remedies available to it, including injunctive relief; (b) relieve End User of its obligation to pay all fees accrued or owed to **Document Access Systems;** or (c) affect the parties' rights and obligations under Section 2.4 (Ownership and Use), 3.5 (FileNet Confidential Information), 3.6.C (Effect of Termination), and 3.6.D (Handling of Software at Termination) that will survive termination or expiration of the Software License.

D. **Handling of Software at Termination.** Upon expiration or termination of a Software License, End User must immediately return or destroy the Software and all portions and copies of it to **Document Access Systems.** If requested by **Document Access Systems,** End User must certify in writing, within **10 days** of the request that it has fully complied with this obligation.

3.7. **Assignment.** End User may not assign, voluntarily or by operation of law, any of its rights or obligations in this Software License except with **Document Access Systems** prior written consent. This Software License will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

3.8. **Export**. End User agrees that the Software will not be exported directly or indirectly, separately or as part of any system, without first obtaining any required permissions from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.

3.9. **U.S. Government Restricted Rights.** The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101 (October 1995), consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. §12.212 (September 1995) or 48 C.F.R. §227.7202-1 through 7202-4 (June 1995) as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of the applicable software license agreement. Contractor/manufacturer is: FileNet Corporation, 3565 Harbor Blvd., Costa Mesa, California 92626-1420, USA. **Unpublished rights reserved under the copyright laws of the United States.**

4. **Waiver, Amendment or Modification.** The parties' rights and remedies are separate and cumulative. The waiver, amendment, or modification of any right, power, remedy, or term of a Software License will not be effective unless in writing and signed by both parties' authorized representatives. Furthermore, the terms of a Software License may not be amended by the terms of any End User's purchase order, or **Document Access Systems** acknowledgment of same, even if the purchase order has been signed by both parties.

5. **Severability.** The invalidity of any provision of a Software License will not affect the validity and binding effect of any other provision.

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6. **Entire Agreement.** These terms constitute the entire agreement between the parties regarding the Software License and supersede all prior or contemporaneous agreements, negotiations, representations, and proposals (whether oral or written) between **Document Access Systems** and End User.

Approved and Accepted By:

City of Plantation
~~Document Access Systems~~

Signature: _____

Printed Name: Rae Carol Armstrong

Title: Mayor

Date: 5/25/07

Document Access Systems
~~City of Plantation~~

Signature: _____

Printed Name: Matthew J. Weis

Title: VP

Date: 6/1/07



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City of Plantation
City Council Chambers

**Subject:**

Agreement No. 072-22; Asphalt Rejuvenation Project - Term Contract (Amendment No. 2)

**Summary:**

Request for authorization and approval of the following:

- Authorization and approval to execute the Second Amendment between the City of Plantation and Pavement Technology, Inc., for "Asphalt Rejuvenation- Term Contract" Agreement No. 072-22, providing for a rate increase and extending/renewing this Agreement for an additional one (1) year period pursuant to Section 3 (Term) of the executed agreement (see attached) until April 16, 2026.

- Authorization and approval to continue issue purchase order(s) and process payment(s) to Pavement Technology, Inc., for "Asphalt Rejuvenation- Term Contract", in accordance with Agreement No. 072-22.

**Procurement:**

The Agreement No. 072-22; Asphalt Rejuvenation- Term Contract, is currently set to expire April 16, 2025. The original agreement contains a provision for four (4) additional one (1) year renewal/extension options, provided the Contractor also agrees in writing to extension upon such terms as the City and Contractor agree. This would be the second (2nd) of four (4) allowable one (1) year renewal/extension options.

The Public Works Department has determined that the Contractor has performed in accordance with the requirements of the Agreement and wishes to extend the agreement for a second time pursuant to Section 3 (Term) of the agreement. Pavement Technology, Inc. has also requested a price increase of 2.5% which is reflected below:

| Description | Per SQ YD Cost |
|---|---|
| BASED BID A -<br>**Standard Specification – Reclamite**<br>Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied. | ~~$1.21~~ **$1.24** |
| BASED BID B -<br>**Bid Alternate #1**<br>Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied. | ~~$2.49~~ **$2.55** |

The Public Works Department reviewed and concluded that the proposed price increase is fair and reasonable.

Based on the foregoing information, Public Works and Procurement Departments requests authorization and approval of the following:

- Authorization and approval to execute the Second Amendment between the City of Plantation and Pavement Technology, Inc., for "Asphalt Rejuvenation- Term Contract" Agreement No. 072-22, providing for a rate increase and extending/renewing this Agreement for an additional one (1) year period pursuant to Section 3 (Term) of the executed agreement (see attached) until April 16, 2026.

- Authorization and approval to continue issue purchase order(s) and process payment(s) to Pavement Technology, Inc., for "Asphalt Rejuvenation- Term Contract", in accordance with Agreement No. 072-22.

**Background:**

**Strategic Priorities: Quality Customer Service; Sustainability; Quality of Life.**

To continue installing Reclamite to roadways to prolong the life-expectancy. Reclamite works by rejuvenating the asphalt binder and sealer to the existing roadway to prevent water intrusion. This type of installation is encouraged by the Federal Highway Administration. This product needs to be installed while the current pavement is in good condition.

This item is now ready for City Council consideration.

**Funding:**

No Financial Impact at this time. The use of this term contract is based on Departmental need and the availability of budgeted funds.

**Amount:**

Base Bid A: (Primary Product) Standard Specification- Reclamite ~~$1.21~~ **$1.24**/per square yard

Base Bid B: (Secondary Product) Bid Alternate #1 (Pollution-Remediating Maltene Asphalt Rejuvenator) ~~$2.49~~ **$2.55**/per square yard.

This agreement is based on the Department needs and available funding for this type of work.

**Finance Director/Budget Manager Recommendation:**

There is no financial impact for this item at this. However, departments utilizing these these services budget accordingly through the normal budget process.

**Prepared By:**

Asha Edwards

**ATTACHMENTS:**
Amendment 2.pdf
2025_Plantation_FL_Price_Increase_Request.pdf
Executed Agreement.pdf

# AMENDMENT

## SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND PAVEMENT TECHNOLOGY, INC. FOR ASPHALT REJUVENATION PROJECT

**THIS SECOND AMENDMENT** to Agreement No. 072-22 For Asphalt Rejuvenation Project dated this _____ day of _____, 2025, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**PAVEMENT TECHNOLOGY, INC.**
a Ohio Corporation
24144 Detroit Road,
Westlake, OH 44145
(Hereinafter referred to as "CONTRACTOR")

**WHEREAS,** on April 17, 2023, CITY entered into an Agreement (072-22) with CONTRACTOR for: Asphalt Rejuvenation Project; and

**WHEREAS,** the initial term of this Agreement was for one (1) year beginning April 17, 2023 and expiring on April 16, 2024; and

**WHEREAS,** this Agreement contains an option to renew for four (4) additional one (1) year periods, under the same terms and conditions; and

**WHEREAS,** on March 11, 2024, the Parties exercised the first option to renew the Agreement for an additional one (1) year period extending the Agreement expiration to April 16, 2025; and

**WHEREAS,** the current Agreement is set to expire on April 16, 2025 if not renewed or extended; and

**WHEREAS,** the City entered into negotiations with the Consultant and negotiated a price increase of 2.5% and terms that were as fair and reasonable; and

**WHEREAS,** the CITY has determined that CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the second (2nd) of (4) four (1) one-year options;

**WHEREAS,** both Parties concur with amending the Agreement to extend the term of the Agreement through April 16, 2026.

**WHEREAS**, under this Amendment the CITY will also modify this Agreement, to include additional language(s) to align with current Florida Law(s) and City's business practices.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**SECTION 1.** **RECITALS**

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

**SECTION 2.** **SECTION 3, 3.1 (A) TERM OF AGREEMENT**

The term of this Agreement shall be extended through **April 16, 2026**.

**SECTION 3.** **SECTION 3, 3.2 (B) CONTRACTOR'S COMPENSATION**

**The mentioned section shall remain unchanged during this extension/renewal period and is being provided herein as reference to the original executed agreement, with the exception of pricing which has increased by 2.5%.**

**(SEE EXHIBIT E OF ORIGINAL AGREEMENT)**

**BASED BID A**

| Description | Per SQ YD Cost |
|---|---|
| **Standard Specification – Reclamite**<br>Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied. | ~~$1.21~~ $1.24 SY |

**BASED BID B**

| Description | Per SQ YD Cost |
|---|---|
| **Bid Alternate #1**<br>Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied. | ~~$2.49~~ $2.55 SY |

**SECTION 4.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this Second Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

**SECTION 5. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

**This section is hereby incorporated into this Agreement by execution of this Amendment**

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

B. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

**SECTION 6.** This Second Amendment shall become effective on April 16, 2025.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

## AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND PAVEMENT TECHNOLOGY, INC. have signed this Amendment in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to Procurement: _____
Charles Spencer, Procurement Director

---

Signed, Sealed in the presence of:

(Corporate Seal)

**PAVEMENT TECHNOLOGY, INC.**
a Ohio Corporation

By: Colin Durante
Colin Durante, President

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27th day of February, 2025, by Colin Durante, as President of Pavement Technology, Inc. for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Barbara Ann Wolf-Modic State of Florida at Large (Seal)

Print Name: Barbara Ann Wolf-Modic My commission expires: _____

Barbara Ann Wolf-Modic
Notary Public, State of Ohio
My Commission Expires: March 01, 2030

**Pavement Technology, Inc.**

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: (800) 333-6309 (440) 892-1895
Fax: (440) 892-0953

February 8, 2025

Ms. Lexi Morris
Procurement Agent
City of Plantation
400 NW 73rd Ave.
Plantation, FL 33317

Re: **Agreement No. 072-22 – Asphalt Rejuvenation – Renewal Period 4/17/25 – 4/16/26**

Dear Ms. Morris,

Pavement Technology, Inc. is pleased to be partnered with the City of Plantation in providing a more sustainable pavement infrastructure. As we approach the second renewal term of the referenced agreement, our firm is facing the ever-changing increase in crude oil price as well as our shipping and production costs due to this most unfortunate rise in inflation.

Enclosed are Exhibit A, Bid Addendum number two and Exhibit B, Producer Price Index (PPI) data from the contract origination date in April, 2023 to December, 2024, which indicates a 2.5 percent increase; therefore, we respectfully request a unit price increase for Reclamite® Asphalt Rejuvenation Service, from $1.21 per square yard to $1.24 per square yard and A.R.A.-1Ti Pollution-Remediating Maltene Asphalt Rejuvenator, from $2.49 per square yard to $2.55 per square yard.

Thank you for your consideration in this matter. We look forward to our continued working relationship.

Sincerely,

*Colin M. Durante*

Colin M. Durante
President
cdurante@pavetechinc.com
800-333-6309
www.pavetechinc.com

Enclosures

EXHIBIT A - PRODUCER PRICE
APRIL, 2023 - DECEMBER, 2024

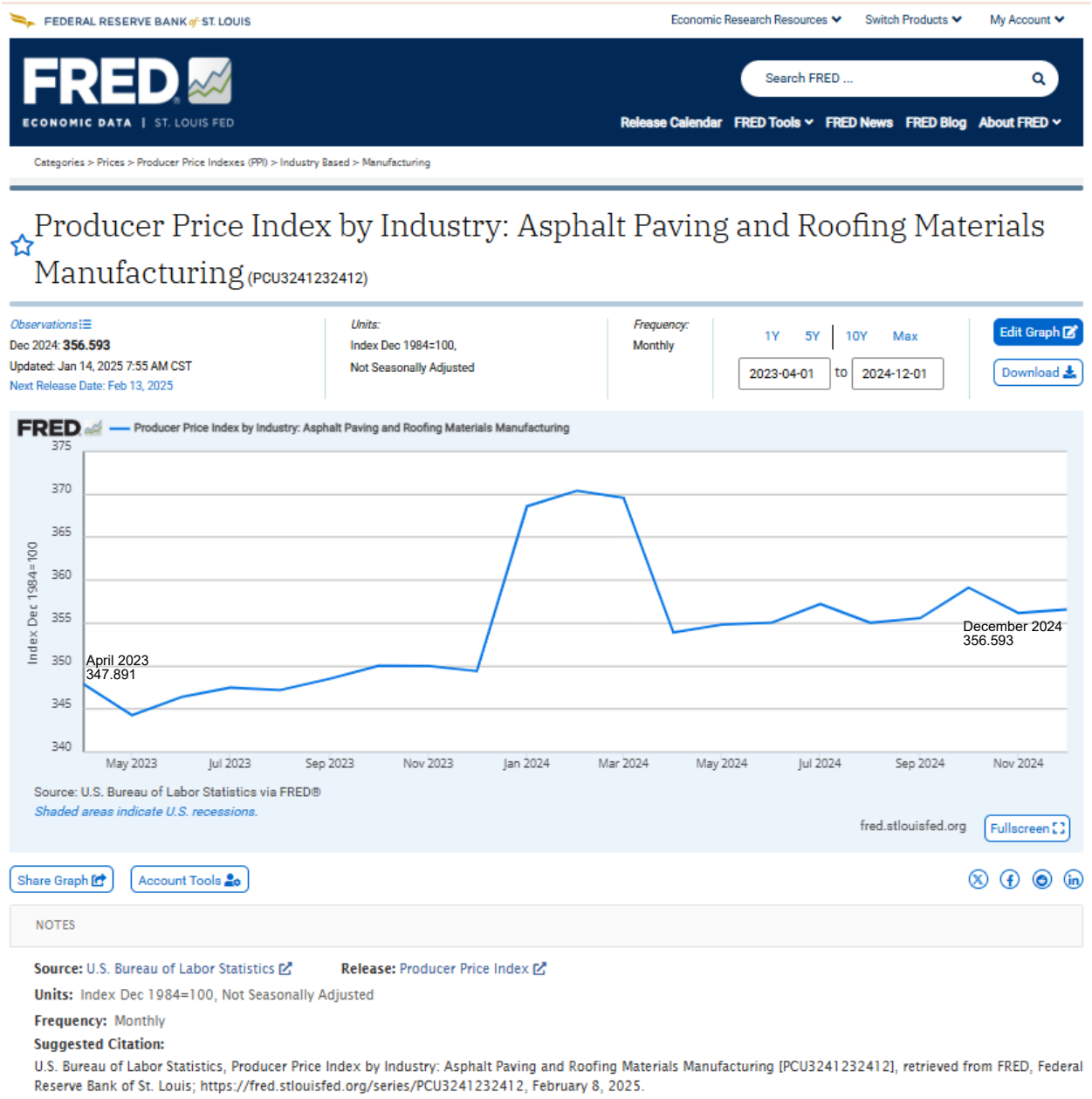


April, 2023 PPI – 347.891

December, 2024 PPI – 356.593

Since the Contract origination date, PPI has increased 2.5%.

# CITY OF PLANTATION

Plantation
the grass is greener®

AGREEMENT

*Between*

THE CITY OF PLANTATION

*And*

PAVEMENT TECHNOLOGY, INC

*For*

ASPHALT REJUVENATION PROJECT- TERM CONTRACT

AGREEMENT NO. 072-22

# AGREEMENT

**Agreement**
**By and Between**
**City of Plantation**
**&**
**Pavement Technology, Inc.**
**for**
**Asphalt Rejuvenation Project – Term Contract**
**Agreement No. 072-22**

## 1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 17 day of April, 2023 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and PAVEMENT TECHNOLOGY, INC, a Ohio Corporation with its principal place of business at 24144 Detroit Road, Westlake, OH 44145 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

## 2. RECITALS.

### 2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing and furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt-rejuvenating agent to asphaltic concrete surface courses to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

### 2.2 Service

The City desires to engage the Contractor to provide and furnish all labor, material, and equipment necessary to perform all operations for the application of an asphalt-rejuvenating agent to asphaltic concrete surface courses. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as Exhibit "A".

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Scope of Services, **Exhibit "B"** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit "C"** Front-End Documents, **Exhibit "D"** Insurance Requirements, **Exhibit "E"** Rates, **Exhibit "F"** General Terms and Conditions, **Exhibit "G"** Addenda.

### 2.3 Procurement

The City of Plantation electronically advertised an "Invitation to Bid" (ITB) for Asphalt Rejuvenation Project – Term Contract

The City of Plantation received one (1) bid response from Contractors stating they can perform/provide the aforementioned service.

The City of Plantation found Pavement Technology, Inc., to be the lowest responsive, responsible bidder and presented the recommendation of approval to the City Council for execution of an agreement.

# AGREEMENT

The City of Plantation City Council approved the execution of an agreement Asphalt Rejuvenation Project – Term Contract on Consent Agenda Item No. 8 on March 29, 2023.

**3. TERMS.**

3.1 Term.

A. The initial agreement period shall be for one (1) year, commencing April 17, 2023 and expiring on April 16th, 2024. In addition, the City reserves the right to extend this Agreement for four (4) additional one (1) year renewal periods, provided the Contractor also agrees in writing to extension upon such terms as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement.

3.2 Responsibilities of Contractor.

A. Payment. Payment for work shall be authorized upon completion of all work specified in "Scope of Services" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

B. Contractor's Compensation. At the completion of Services, the Contractor shall receive a compensation of the prices listed below and further specified in Exhibit C.

Rates:

| Description | Per SQ YD Cost |
|---|---|
| **Standard Specification – Reclamite** | $1.21/per square yard |

| Description | Per SQ YD Cost |
|---|---|
| **Bid Alternate #1 (A.R.A.-1 Ti Pollution-Remediating Maltene Asphalt Rejuvenator)** | $2.49/per square yard |

C. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

D. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

E. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

F. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

G. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

H. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

I. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the

Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

J. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed.

K. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to Exhibit "D". In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to Exhibit "D".

M. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and

procedures; (B) instructions in accident prevention for all employees and Subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

N. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

3.3 Termination of Agreement.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 3.6C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

3.4 Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5 General Provisions.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

**Contractor:**

Pavement Technology, Inc
Colin M. Durante, President
24144 Detroit Road
Westgate, OH 44145

**City:**

Mayor Nick Sortal
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. This paragraph shall survive termination or expiration of this Agreement.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 3.6D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns, This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in

the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

## AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND PAVEMENT TECHNOLOGY, INC have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

CITY OF PLANTATION Organized April 30, 1953 Broward County Florida

As to legal form: _____
Kerry L Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:
Kiamesha Ausmore-Reid

Typed name of Witness

Witness:
Jessica Tran

Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of April, 2023, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. She is personally known to me or has produced — as identification.

My commission expires:

ELSA THOMPSON MY COMMISSION EXPIRES DECEMBER 20, 2023 #GG 933177 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

# AGREEMENT

Signed, Sealed in the presence of:

PAVEMENT TECHNOLOGY, INC
an Ohio Corporation

By: _____
Colin M. Durante, President

Witness: _____

Susan Durante
Typed name of Witness

Witness: _____

Debbie Cancelliere
Typed name of Witness

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4-10-2023 (*date*) by Colin M. Durante, as President, an Ohio Corporation, on behalf of the Corporation. They are personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2025

_____
NOTARY PUBLIC

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener®

**CITY COUNCIL**
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Erik Anderson
Denise Horland
Louis Reinstien

March 30, 2023

Colin Durante
Pavement Technology, Inc
24144 Detroit Toad
Westlake, OH 44145
Email: dcancelliere@pavetechinc.com

RE: ITB No. 072-22; Asphalt Rejuvenation Project- Term Contract

Dear Colin Durante:

This letter is to inform you that the City of Plantation- City Council- authorized and approved the following on Consent Agenda Item No. 8 during their March 29, 2023 meeting.

- Approval to execute a term agreement between the City of Plantation and Pavement Technology, Inc., for "Asphalt Rejuvenation- Term Contract" in accordance with ITB No. 072-22. The contract/agreement initial term shall be for one (1) year with an option to renew/extend for four (4) additional one (1) year periods, provided Contractor also agrees in writing to extension upon such terms as the City and Contractor agree.

After the required protest period has passed (April 3, 2023 @4:30pm), a representative from the Procurement Department will be contacting you to execute a formal agreement.

Pricing Information:

| **Description** | **Per SQ YD Cost** |
|---|---|
| **Standard Specification – Reclamite** | $1.21/per square yard |

| **Description** | **Per SQ YD Cost** |
|---|---|
| **Bid Alternate #1 (A.R.A.-1 Ti Pollution-Remediating Maltene Asphalt Rejuvenator)** | $2.49/per square yard |

Please take this opportunity to obtain the required Certificate of Insurance (naming the City as additionally insured). In addition, if you have not already done so, please register as a City of Plantation vendor by visiting our website (www.plantation.org) and completing the proper application

**Note:** The City shall not be obligated to any Bidder to enter into a contract or issue a purchase order with the Bidder despite the City governing body prospectively awarding the Project to a successful Bidder. The City shall be obligated to any Bidder for the project if and only if the CITY enters into a contract or issues a purchase order for the Project with the Bidder, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Ezzard C. Spencer, Jr.
Charles Spencer, NIGP-CPP
Procurement Director
ESpencer@Plantation.org

**Pavement Technology, Inc.**

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

# CORPORATE RESOLUTION

Pavement Technology, Inc.

I hereby certify that I am the Founder and President of PavementTechnology, Inc., a corporation duly organized and existing under the laws of the State of Ohio; that on this 2nd day of January, 2007, the board of directors of said Corporation authorized and approved the Secretary/Treasurer of said corporation to execute any proposals and contracts for and in behalf of said corporation; that said authority is not contrary to any provision in the articles of incorporation or code of regulations or code of bylaws of said corporation; that said authority has not been rescinded or modified and that Susan J. Durante is the duly elected and acting Secretary/Treasurer of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 2nd day of January, 2007.

Colin M. Durante, President

# EXHIBIT “A”
# (SCOPE OF SERVICES/WORK)

## I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt-rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

We are bidding for a two-year initial contract term with renewal options for an additional three one-year terms providing both parties agree and that all terms and conditions remain the same. Rates shall remain firm and fixed for the initial contract term.

## II. Material Specifications:

The asphalt-rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt-rejuvenating emulsion conforms to the required physical and chemical requirements.

**SPECIFICATIONS**

| | Test Method | | Requirements | |
|---|---|---|---|---|
| Tests | ASTM | AASHTO | Min. | Max. |
| Tests on Emulsion: | | | | |
| Viscosity @ 25°C, SFS | D-244 | T-59 | 15 | 40 |
| Residue, % W[1] | D-244(Mod.) | T-59(Mod) | 60 | 65 |
| Miscibility Test[2] | D-244(Mod.) | T-59(Mod) | No Coagulation | |
| Sieve Test, %W[3] | D-244(Mod.) | T-59(Mod) | - | 0.1 |
| Particle Charge Test | D-244 | T-59 | Positive | |
| Percent Light Transmittance[4] | GB | GB | - | 30 |
| Tests on Residue from Distillation: | | | | |
| Flash Point, COC, °C | D-92 | T-48 | 196 | - |
| Viscosity @ 60°C, cSt | D-445 | - | 100 | 200 |
| Asphaltenes, %w | D-2006-70 | - | - | 1.00 |
| Maltene Dist. Ratio | D-2006-70 | - | 0.3 | 0.6 |
| $\frac{PC + A_1}{S + A_2}$[5] | | | | |
| PC/S Ratio[5] | D-2006-70 | - | 0.5 | - |
| Saturated Hydrocarbons,S[5] | D-2006-70 | - | 21 | 28 |

---

[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50-gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

[2] Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

[3] Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

[4] Test procedure is attached.

[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds, $A_1$ = First Acidaffins
$A_2$ = Second Acidaffins, S = Saturated Hydrocarbons

## PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

### A. SCOPE

This procedure covers the determination of percent light transmittance of the asphalt-rejuvenating agent.

### B. APPARATUS

1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.

2) Graduated cylinder, 1,000 ml, or greater

3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer

4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy

5) Suction bulb for use with pipette

6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L)

### C. CALIBRATION OF SPECTROPHOTOMETER

1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

### D. PROCEDURE

1) Shake, stir, or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.

2) Place 2,000 ml tap water in container.

3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.

4) Using suction bulb, blow emulsion into container.

5) Rinse pipette by sucking in diluted emulsion solution and blowing out.

6) Clean pipette with soap or solvent and water. Rinse with acetone.

7) Stir diluted emulsion thoroughly.

8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.

9) Calibrate spectrophotometer.

10) Place diluted emulsion sample tube in spectrophotometer, cover, and read %LT to nearest tenth.
11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

**III. Material Performance:**

The asphalt-rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt-rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt-rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent, the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator, the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition, the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8") of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt-rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle, and provide an in-depth seal. Reclamite®, a Tricor Refiners, LLC product manufactured by D & D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid, previous use documentation and test data conclusively demonstrating the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc. and that the asphalt-rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and phase angle. Prior testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, prior testing data shall be submitted to indicate said product performance as heretofore described over a minimum testing period of three years to insure reasonable life expectancy.

RECLAMITE®, a Tricor Refiners, LLC product manufactured by D & D Emulsion Inc., Mansfield Ohio, is a product of known quality and accepted performance.

**IV. Applicator Experience:**

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates,

number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

## V. PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"® for the asphalt-rejuvenating agent, a Tricor Refiners, LLC product manufactured by D & D emulsions,Inc. Mansfield, Ohio is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternate on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agency's requirements for the standard item for which the alternate is offered.

(c) Submit a current Safety Data Sheet for the alternate materials. The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.

(d) Furnish all required test data and use documentation as heretofore required.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.

Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

## VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40°F.

## VII. HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt-rejuvenating agent concentrate shall be

loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

**VIII. RESIDENT NOTIFICATION:**

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

**IX. APPLICATING EQUIPMENT:**

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt-rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume-measuring device, and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of rock dust or other aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns.

The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

## X. APPLICATION OF REJUVENATING AGENT:

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt-rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event, the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt-rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt-rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrated and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt-rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

## XI. STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient, than a self-propelled street sweeper shall be used.

All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt-rejuvenating agent.

If, in the opinion of the Engineer, additional rock dust is required, said material shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

**XII. TRAFFIC CONTROL:**

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt-rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

**XIII. METHOD OF MEASUREMENT:**

Asphalt-rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

**XIV. BASIS FOR PAYMENT:**

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt-rejuvenating agent.

Asphalt-rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

END OF SECTION

# EXHIBIT “B”

(Documentation required by the City and submitted by Contractor prior to Notice of Award)

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Susan Durante

Typed name: Debbie Cancelliere

**BIDDER:**

By: Colin Durante

Name: Colin Durante

Title: President

# NON-COLLUSION CERTIFICATION

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 1/9/23 (*date*) by Colin Durante, President (*name of officer or agent, title of officer or agent*), of Pavement Technology, Inc. (*name of corporation acknowledging*), an Ohio (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: Elizabeth Mielcusny

NOTARY PUBLIC

Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2025

# QUALIFICATION STATEMENT

*Fill in Form*

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Pavement Technology, Inc.

NAME: Colin Durante

ADDRESS: 24144 Detroit Road, Westlake, OH 44145

TELEPHONE NO.: 440-892-1895

FAX NO.: 440-892-0953

EMAIL ADDRESS: dcancelliere@pavetechinc.com

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

   The correct name of the BIDDER is: Pavement Technology, Inc.

   The address of the principal place of business is: 24144 Detroit Road, Westlake, OH 44145

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) ✓

2. If BIDDER is a corporation, answer the following:
   a. Date of Incorporation: 5/30/1972
   b. State of Incorporation: Ohio
   c. President's Name: Colin Durante
   d. Vice President's Name: John Schlegel
   e. Secretary's Name: Susan Durante
   f. Treasurer's Name: Susan Durante
   g. Name and address of Resident Agent: Business Filings Incorporated
      1200 S. Pine Island Rd., Plantation, FL 33324

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

   a. Date of organization: _____
   b. Name, address and ownership units of all partners: _____
   c. State whether general or limited partnership: _____

# QUALIFICATION STATEMENT

*Fill in Form*

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

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

6. How many years has your organization been in business under its present business name: 50

   a. Under what other former names has your organization operated?
   None.

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   State of Florida - Certificate P12308

8. Have you personally inspected the site(s) of the proposed work? (Y) Yes (N)

9. Do you have a complete set of documents, including agenda? (Y) Yes (N) ___

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

    No.

11. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No.

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

    Please see page 29.

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Please see attached Key Individuals' Experience Records.

14. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

    Please see attached Project Experience List.

15. Provide a list of work currently under contract.

    Please see attached Current Contracts List.

16. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If BIDDER is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by BIDDER]

N/A

17. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

18. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the BIDDER, or sought to revoke a license held by the BIDDER (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No.

19. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

No.

20. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Please see attached Equipment List.

21. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

22. Please attach a copy of your latest financial statement.

# QUALIFICATION STATEMENT

Fill in Form

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 1/9/23 (*date*) by Colin Durante, President (*name of officer or agent, title of officer or agent*), of Pavement Technology, Inc. (*name of corporation acknowledging*), an Ohio (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: Elizabeth Mielcusny

Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2025

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Ohio

Fill in Form

# BIDDER'S CERTIFICATION

## WHEN BIDDER IS A CORPORATION

IN WITNESS WHEREOF, the BIDDER hereto has executed this Form this 9th day of January, 2023.

(CORPORATE SEAL)

ATTEST

By _____
Secretary Susan Durante

By: _____

Pavement Technology, Inc.
Printed Name of Corporation

Ohio
Printed State of Incorporation

Signature of President or other authorized officer

Colin Durante, President
Printed Name of President or other authorized officer

24144 Detroit Road
Address of Corporation

Westlake, OH 44145
City/State/Zip

440-892-1895
Business Phone Number

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1/9/23 (*date*) by Colin Durante, President (*name of officer or agent, title of officer or agent*), of Pavement Technology, Inc. (*name of corporation acknowledging*), an Ohio (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: Elizabeth Mielcusny Notary Public, State of Ohio My Commission Expires: February 27, 2025

Elizabeth Mielcusny

NOTARY PUBLIC

# DRUG-FREE WORKPLACE

Fill in Form

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH FIRM**

Preference must be given to FIRMS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Colin Durante

Signature

Colin Durante, President
Printed Name

Pavement Technology, Inc.
Firm Name

1/9/2023
Date

# PUBLIC RECORDS

COMPLIANCE UNDER SECTION 119.0701
FLORIDA STATUTES

**TO BE RETURNED WITH BID**

The CONTRACTOR hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317**

As the person authorized to sign this statement, I certify that this FIRM agrees to comply with the above requirements.

CONTRACTOR: Pavement Technology, Inc.

By (sign): Colin Durante

Colin Durante, President 1/9/23

Print Name: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 1/9/23 (*date*) by Colin Durante, President (*name of officer or agent, title of officer or agent*), of Pavement Technology, Inc. (*name of corporation acknowledging*), an Ohio (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: Elizabeth Mielcusny

Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2025

NOTARY PUBLIC

# SCRUTINIZED COMPANY CERTIFICATION

Fill in Form

**TO BE RETURNED WITH BID**

CONTRACTOR Name: Pavement Technology, Inc.
CONTRACTOR FEIN: 34-1108308
CONTRACTOR Authorized Representative Name and Title: Colin Durante, President
Address: 24144 Detroit Road
City: Westlake State: OH Zip: 44145
Phone Number: 440-892-1895
Email Address: dcancelliere@pavetechinc.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; or One million dollars or more if, at the time of bidding, FIRM is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has business operations in Cuba or Syria. The boycott Israel list is created pursuant to 215.4725 and the Sudan and Iran lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of CONTRACTOR, I hereby certify that the undersigned company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY. In addition, FIRM may be subject to civil penalties, attorney's fees, and/or costs.

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/.

Certified By: Colin Durante,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: Colin Durante, President
Date: January 9, 2023

***This form is being provided to comply with Florida Statute 287.135.**

# E-VERIFY FORM

## CITY OF PLANTATION
## E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

**TO BE RETURNED WITH BID**

Project Name: Asphalt Rejuvenation Project

Project No.: ITB No. 072-22

1. Definitions:

*"Contractor"* means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

*"Subcontractor"* means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Plantation. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland

Security's E-Verify System during the term of the contract is a condition of the contract with the City of Plantation; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

# E-VERIFY FORM

Fill in Form

CONTRACTOR: Pavement Technology, Inc.

By (sign): Colin Durante

Print Name: Colin Durante, President

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Ohio

COUNTY OF Cuyahoga

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My commission expires: Elizabeth Mielcusny

Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2025

NOTARY PUBLIC

# OFFICE OF INSPECTOR GENERAL

## COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

**TO BE RETURNED WITH BID**

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how BIDDERS and vendors (herein, "BIDDERS") are paid. To this end, BIDDER agrees to cooperate with the OIG in the event the BIDDER is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of BIDDER's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The BIDDER acknowledges and agrees that whatever work or effort is expended by BIDDER in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the BIDDER to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The BIDDER's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the BIDDER is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the BIDDER is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, BIDDER shall advise CITY, in writing and in the same manner as BIDDER gives the City formal notice under this Contract, each instance, if ever, that the BIDDER is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the BIDDER is fully performing the requirements of this Paragraph.

**WITNESSES:**

NAME: Susan Durante

NAME: Debbie Cancelliere

BIDDER: Colin Durante

NAME: Colin Durante

TITLE: President

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

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My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Ohio

COUNTY OF Cuyahoga

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My commission expires: Elizabeth Mielcusny

NOTARY PUBLIC

Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2025

# Bid Checklist and Summary Form

To comply with the City of Plantation's solicitation guidelines, this Bid Checklist Summary Form is **required for all solicitations exceeding $25,000.00 or more.**

This form must be signed and included with the bid submittal in addition to the required bid documents of this solicitation. Failure to do so may result in your bid submittal being considered non-responsive.

**Bidder's Name:** Pavement Technology, Inc. **Date:** 1/9/23

**Base Bid Total:** Base Bid A - $744,150.00
Base Bid B - $1,531,350.00

**Plantation Local Business pursuant to Section 2-227 of City's Code:** Yes ☐ or No ☑

**Disadvantaged Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Non-Collusion Certification Form

☑ General Terms and Conditions Form

☑ Insurance Requirements

☑ Bid Form

☑ References

☐ Federal Funding Requirements - N/A

☑ Drug Free Workplace

☑ Addendums

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☑ or No ☐

If Yes, please list the equivalent product(s) below:

A.R.A.-1 Ti® Pollution-Remediating Maltene Asphalt Rejuvenator

Signature: Colin Durante

Printed Name: Colin Durante, President

# Reclamite®
# Product Submittals

D & D EMULSIONS INC.

Quality Products and Dependable Service Since 1981

Licensed Manufacturer
Tricor Refining, LLC
Producers of Golden Bear® Preservation Products

# CERTIFICATE OF COMPLIANCE

TO WHOM IT MAY CONCERN

PRODUCT: RECLAMITE®

IT IS HEREBY CERTIFIED THAT THE ABOVE PRODUCT DESIGNATED HEREON CONFORMS TO THE APPLICABLE SPECIFICATIONS FOR THE PRODUCT SO INDICATED, AND THAT PAVEMENT TECHNOLOGY, INCORPORATED HAS BEEN AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC., AN AUTHORIZED LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Date: March 28, 2022

Approved by: Pres.
Title: President

TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. - Oildale, CA 93308 / P.O. Box 5877 - Bakersfield, CA 93388
Phone 661.393.7110 – Fax 661.393.1601

# RECLAMITE® Asphalt Rejuvenating Agent

## Specifications:

| Tests | Test Method ASTM | Test Method AASHTO | Requirements Min. | Requirements Max. |
|---|---|---|---|---|
| **Tests on Emulsion:** | | | | |
| Viscosity @ 25°C, SFS | D-244 | T-59 | 15 | 40 |
| Residue, % w[1] | D-244 (mod) | T-59 (mod) | 60 | 65 |
| Miscibility Test[2] | D-244 (mod) | T-59 (mod) | No Coagulation | |
| Sieve Test, % w[3] | D-244 (Mod) | T-59 (mod) | — | 0.1 |
| Particle Charge Test | D-244 | T-59 | Positive | |
| Percent Light Transmittance[4] | GB | GB | — | 30 |
| Cement Mixing | D-244 | | | 2.0 |
| **Tests on Residue from Distillation** | | | | |
| Flash Point, COC, °C | D-92 | T-48 | 196 | — |
| Viscosity @ 60°C, cSt | D-445 | — | 100 | 200 |
| Asphaltenes, %w | D-2006-70 | — | | 0.75 |
| Maltene Distribution Ratio $\frac{PC + A_1}{S + A_2}$[5] | D-2006-70 | — | 0.3 | 0.6 |
| PC/S Ratio[5] | D-2006-70 | — | 0.5 | — |
| Saturate hydrocarbons, S[5] | D-2006-70 | — | 21 | 28 |

[1] ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.
[2] Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..
[3] Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.
[4] Test procedure is attached.
[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds, $A_1$ = First Acidaffins.
$A_2$ = Second Acidaffins, S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

# Evaluation of Seal Coat Runway 16-34 Lajes Field, Azores

by
J. E. Pickett

Geotechnical Laboratory
U.S. Army Engineer Waterways Experiment Station
P.O. Box 631
Vicksburg, Mississipi

March 1983

Pavement Technology, Inc.
*Preventive Maintenance Specialist*
24144 Detroit Rd.
Westlake, OH 44145
1-800-333-6309

1. In February 1983, the Pavement Systems Division, Geotechnical Laboratory, U.S. Army Engineer Waterways Experiment Station (WES), Vicksburg, Mississippi, was requested by the 1605th Air Base Wing (MAC), Lajes Field, Azores, to provide technical assistance and construction inspection of the rejuvenator project on Runway 16–34, which included sampling and laboratory testing. Treatment of the runway was performed 10–15 March. An excess of Reclamit remaining from projects in 1979 and 1983 w: used to treat some parking aprons and taxiwa

2. Messrs. Jack E. Pickett and James E Schoenberger traveled to Lajes Field on 28 February 1983 to take samples before and after treatment and to observe the rejuvenato application.

3. The 10,864–ft runway was divided in: sections and treated in three phases. This was

Incl 1 Layout of sampled areas, Lajes Rejuvenation Project, AZ 8300[illegible]

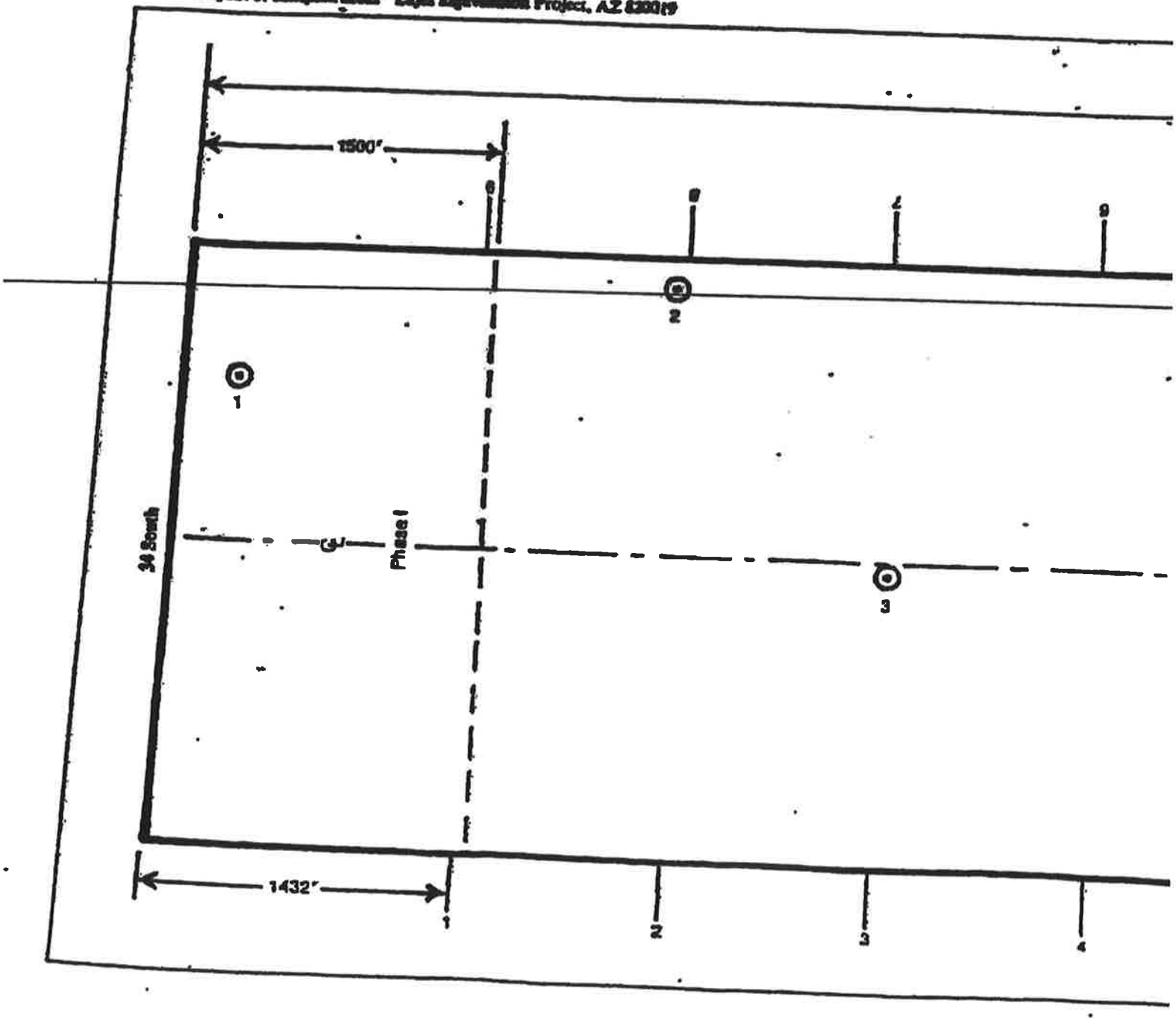

done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6–in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After treatment, three additional cores were taken at each location within 2 to 4 ft of the original core locations and in the same construction lane.

The samples were processed by sawing 3/ of material from the upper surface. The asphalt was extracted from this 3/8–in.–t sample and recovered; untreated samples processed at the field laboratory at Lajes. recovered asphalt and treated samples wer returned to WES for processing and penet tion and viscosity testing. Results of these laboratory tests are summarized in Table I. Test results indicate the rejuvenation of

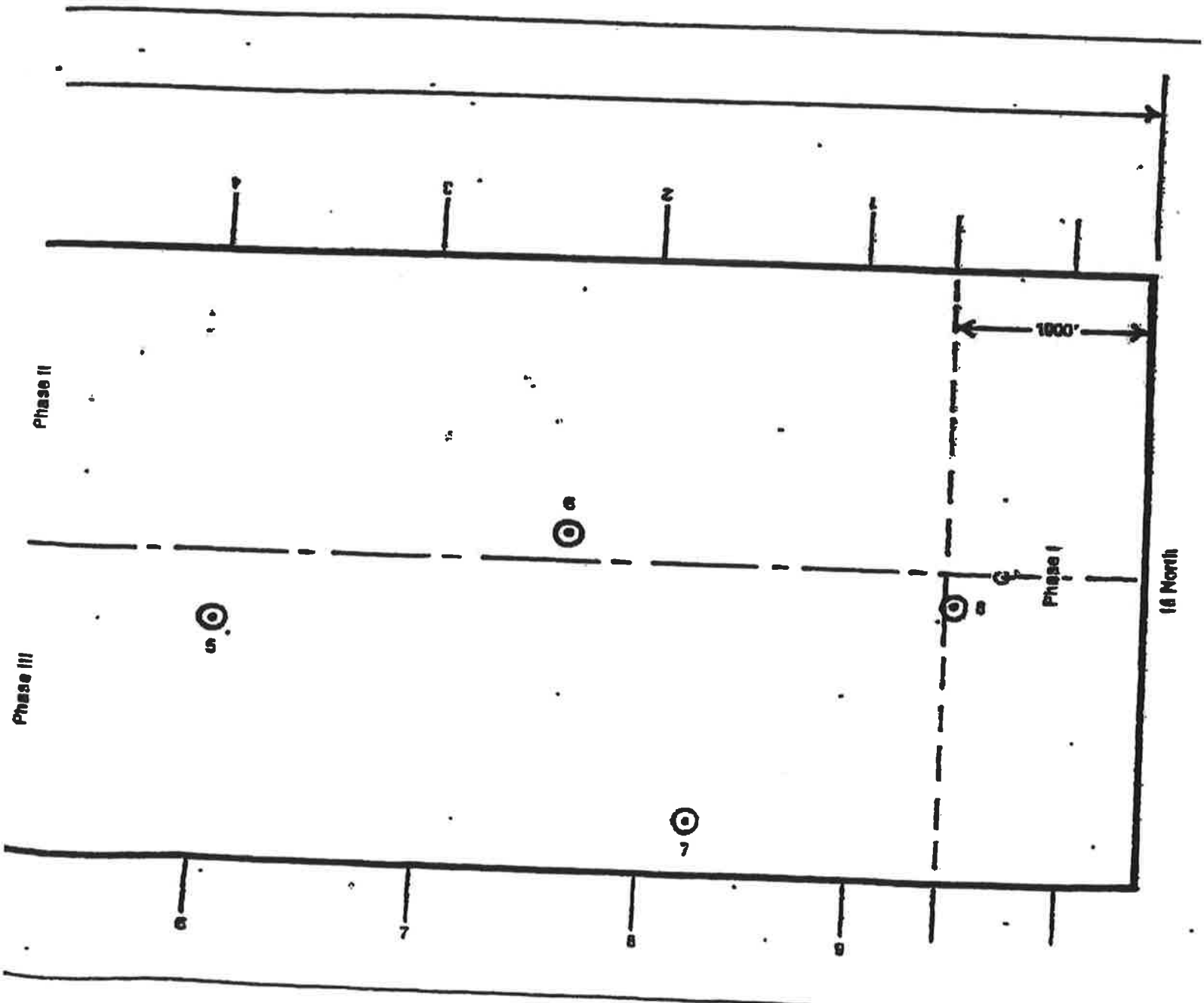

Table I

Lajes Rejuvenator, 1983

| Sample Number | Station From South End R/W & C | Penetration 77°F (25°C) 100 g, 5 sec 0.1 mm | | Absolute Viscosity 140°F (60°C) 300.0 mm Hg Vacuum, Poises | |
|---|---|---|---|---|---|
| | | Untreated | Treated | Untreated | Treated |
| 1 | 2+43, 83.7 ft W | 11.00 | 20.00 | 401, 351 | 65, 420 |
| 2 | 23+55, 134.9 ft W | 11.00 | 23.00 | 449, 520 | 62, 011 |
| 3 | 34+34, 5.1 ft E | 13.00 | 31.00 | 242, 293 | 32, 860 |
| 4 | 52+07, 51.3 ft W | 9.00 | 27.00 | 1, 852, 362 | 43, 497 |
| 5 | 64+36, 32.4 ft E | 4.00 | 17.00 | 2, 774, 367 | 177, 941 |
| 6 | 80+67, 14.6 ft W | 9.00 | 22.00 | 863, 971 | 62, 736 |
| 7 | 86+86, 121.4 ft E | 6.00 | 34.00 | 1, 263, 880 | 23, 444 |
| 8 | 99+17, 17 ft E | 6.00 | 29.00 | 1, 318, 687 | 41, 392 |
| Average Change (%) | | 8.63 Penetration | 25.38 194.00 Increase | 1, 145, 804 Viscosity | 63, 663 94.40 Decrease |

Runway 16–34 was satisfactory. The penetration test shows an increase of approximately 194 percent and the viscosity test shows a decrease of approximately 94 percent. The specification requires the average penetration to be increased by 20 percent and the average viscosity to be decreased by 40 percent.

4. The contractor for the project was Mr. Colin M. Durante, Pavement Technology, Inc., 11260 Berett Road, Cleveland, Ohio 44102. He elected to use Reclamite, a proprietary material manufactured by the Golden Bear Division of Witco Chemical Corporation, Bakersfield, California, as a rejuvenator. Reclamite is a resin-based emulsion that leaves an oily residue and is applied with a bituminous distributor. The Reclamite material was mixed at the job site in a two to one ratio with water, two parts Reclamite to one part water. The Reclamite mixture at ambient temperature (60–70°F) was sprayed onto the runway pavement by using a 1140 gal bituminous distributor equipped with a 10-ft spray bar. Application rates were varied intentionally to avoid excess rejuvenator in areas, such as recently patched areas, and areas with rubber build-up. Areas outside regular traffic were sprayed heavier, which would not bother air traffic, in case of excess rejuvenator on the surface. Dates of treatment and application rates (gal/yd²) are shown in Table II. The remainder of the material was used to spray various taxiways and parking aprons.

Table II

| | |
|---|---|
| **Phase I** | |
| Center 100-ft-wide area | 0.053 gal/sq yd |
| All other areas | 0.061 gal/sq yd |
| **Phase II** | |
| From center line runway out 50 ft | 0.055 gal/sq yd |
| All other areas | 0.066 gal/sq yd |
| **Phase III** | |
| From center line runway out 50 ft | 0.058 gal/sq yd |
| All other areas | 0.074 gal/sq yd |

Jack E. Pickett
Materials Engineering Technician
Pavement Systems Division
Geotechnical Laboratory

# Construction seal.



Reclamite was used as a construction seal. For comparison, the lower left area was not treated.

Penetration values of asphalt extracted from cores (New Mexico Highway Department).

| Core | Depth | Value |
|---|---|---|
| Reclamite treated (2 years) | | |
| 1 | Top ½" | 52 |
| 2 | Top ½" | 48 |
| 3 | Top ½" | 40 |
| Untreated | | |
| 4 | Top ½" | 17 |
| 5 | Top ½" | 23 |
| 6 | Top ½" | 22 |



Reclamite was used as a construction seal on the dry areas of the pavement. Untreated areas are still wet from water penetrating the surface.

Penetration values of asphalt extracted from cores (Douglas Street, Kern County, Calif.).

| Depth | 6 mos. | 30 mos. |
|---|---|---|
| Reclamite treated | | |
| Top ½" | 37 | 26 |
| Untreated | | |
| Top ½" | 18 | 13 |



Reclamite was used as a construction seal on the dry areas of the pavement.

Penetration values of asphalt on cores taken at intervals over period of time (Day Street, Kern County, Calif.).

| Depth | 2 mos. | 18 mos. | 36 mos. |
|---|---|---|---|
| Reclamite treated | | | |
| Top ½" | 82 | 48 | 40 |
| Untreated | | | |
| Top ½" | 23 | 19 | 16 |

**Report: 15-1229**

**January 8, 2016**

**Customer:** Pavement Technology, Inc. - Colin Durante, John Schlegel

**Project:** Charleston County, South Carolina - 2015 Reclamite Application

**Samples Submitted:** Sixteen core samples (8 untreated and 8 treated with RECLAMITE®) identified as:

Forest Trail, Hulsey Boulevard, Patterson Avenue, South Rhett Avenue, Shadowmoss Parkway, Algon Quin Road, Queen Street, Wingo Way

**Requested Testing:**

Determine the Dynamic Shear Rheological properties at 60°C of the recovered asphalt binder from the top 3/8-inch layer of each core. These properties include viscosity, phase angle, complex, elastic, and viscous moduli.

**Summary of Testing:**

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365. Viscosity and phase angle, as well as, complex, elastic, and viscous moduli were determined on the recovered asphalt binder using Dynamic Shear Rheology as prescribed by AASHTO T315. Test results are reported by Table 1.

| Sample Identification | Viscosity 60°C, Poise | Phase Angle, ° | DODULUS, 60°C, Pa | | |
|---|---|---|---|---|---|
| | | | Complex | Elastic | Viscous |
| Forest Trail | | | | | |
| Untreated | 110430 | 57.8 | 110730 | 59855 | 93463 |
| Treated | 61394 | 68.9 | 61566 | 22166 | 57427 |
| | 44% decrease | | | | |
| Hulsey Boulevard | | | | | |
| Untreated | 96417 | 65.8 | 96672 | 39719 | 88178 |
| Treated | 57459 | 69.1 | 57681 | 20972 | 53881 |
| | 40% decrease | | | | |
| Patterson Avenue | | | | | |
| Untreated | 108950 | 65.5 | 109220 | 45355 | 99359 |
| Treated | 74816 | 67.5 | 74911 | 28497 | 68646 |
| | 32% decrease | | | | |
| South Rhett Avenue | | | | | |
| Untreated | 87271 | 66.9 | 87501 | 34382 | 80498 |
| Treated | 38897 | 70.8 | 38999 | 12787 | 36748 |
| | 55% decrease | | | | |
| Shadowmoss Parkway | | | | | |
| Untreated | 85824 | 67.5 | 86034 | 37873 | 88729 |
| Treated | 53725 | 69.6 | 53892 | 23267 | 48586 |
| | 37% decrease | | | | |
| Algon Quin Road | | | | | |
| Untreated | 102180 | 64.7 | 102370 | 43770 | 92539 |
| Treated | 59971 | 68.4 | 59126 | 21781 | 54968 |
| | 42% decrease | | | | |
| Queen Street | | | | | |
| Untreated | 55747 | 59.9 | 55867 | 33013 | 49477 |
| Treated | 32020 | 70.2 | 32158 | 17667 | 29874 |
| | 42% decrease | | | | |
| Wingo Way | | | | | |
| Untreated | 68464 | 68.2 | 68624 | 22522 | 56786 |
| Treated | 37862 | 70.1 | 37962 | 13947 | 32896 |
| | 57% decrease | | | | |

Charleston County, South Carolina

Reclamite Application 2015

Change in Viscosity Results

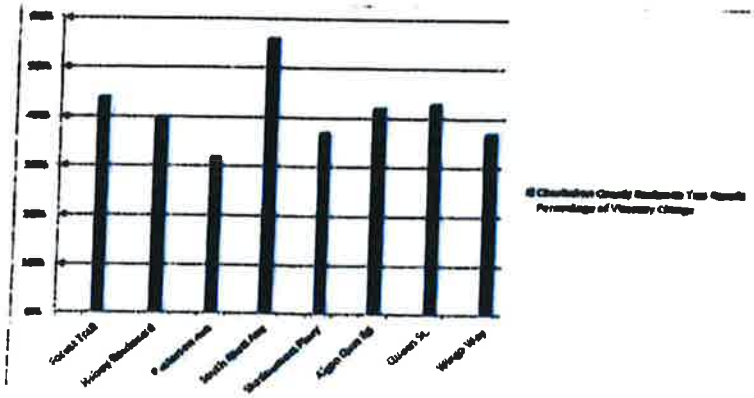


Charleston County, South Carolina

Reclamite Application 2015

Viscosity Test Results Control vs. Treated

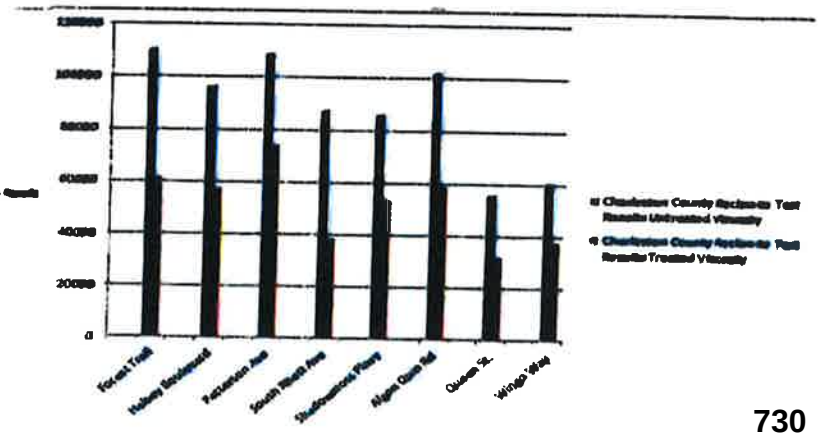

| Sample Identification | Viscosity 60° C, Poises | | |
|---|---|---|---|
| | Original | 3 Year | 5 Year |
| South Anderson Avenue | | | |
| Untreated | 86177 | 109950 | 118490 |
| Treated | 38220 | 66424 | 90198 |
| Percentage Decrease | 56% | 40% | 24% |
| | | | |
| | Original | 2 Year | 4 Year |
| Smith Road | | | |
| Untreated | 64993 | 107220 | 81289 |
| Treated | 32426 | 50643 | 53746 |
| Percentage Decrease | 50% | 53% | 34% |
| | | | |
| | Original | 2 Year | 4 Year |
| Battalion Drive | | | |
| Untreated | 94533 | 128750 | 136340 |
| Treated | 33743 | 69437 | 98896 |
| Percentage Decrease | 64% | 46% | 28% |

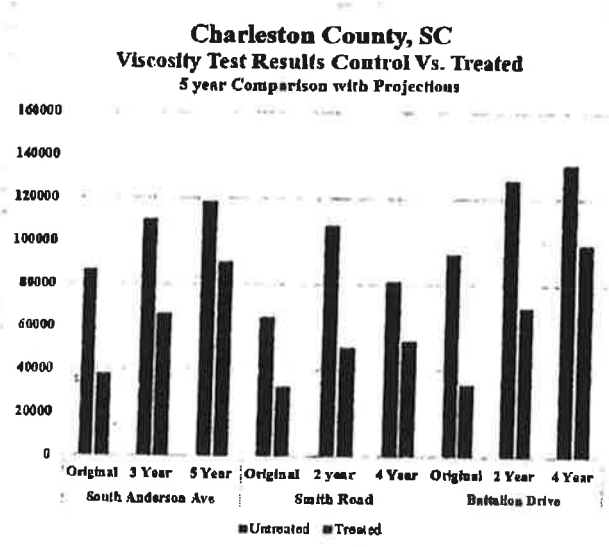


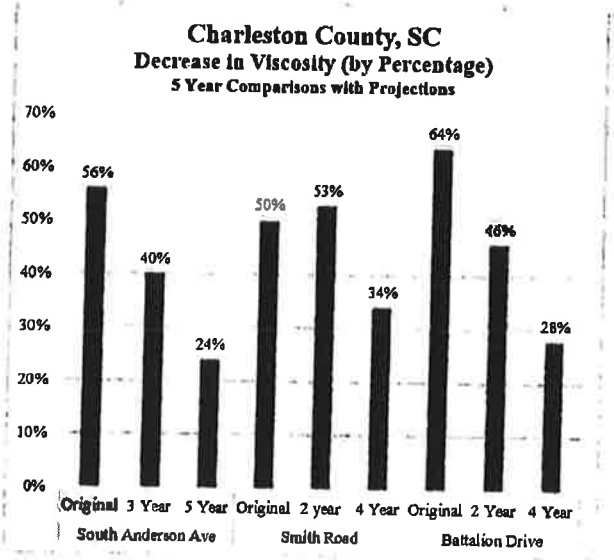

# Reclamite®
# Safety Data Sheets

TRICOR

# SAFETY DATA SHEET

## 1. Identification

| | |
|---|---|
| **Product identifier** | **RECLAMITE® EMULSION** |
| **Other means of identification** | None. |
| **Recommended use** | Asphalt Rejuvenator |
| **Recommended restrictions** | Must be diluted with water following manufacturer's recommendations. |

**Manufacturer/Importer/Supplier/Distributor information**

| | |
|---|---|
| **Manufacturer:** | Tricor Refining, LLC. |
| **Address:** | P.O. Box 5877<br>Bakersfield, CA 93388 |
| **24-hour Telephone Number:** | (661) 393-7110 |
| **CHEMTREC:** | 1-800-424-9300 (North America)<br>1-703-527-3887 (International) |

## 2. Hazard(s) identification

| | |
|---|---|
| **Physical hazards** | Not classified. |
| **Health hazards** | Not classified. |
| **Environmental hazards** | Not classified. |
| **OSHA defined hazards** | Not classified. |

**Label elements**

| | |
|---|---|
| **Hazard symbol** | None. |
| **Signal word** | None. |
| **Hazard statement** | Not available. |
| **Precautionary statement** | |
| **Prevention** | Not available. |
| **Response** | Not available. |
| **Storage** | Not available. |
| **Disposal** | Not available. |
| **Hazard(s) not otherwise classified (HNOC)** | None known. |
| **Supplemental information** | Not applicable. |

## 3. Composition/information on ingredients

**Mixtures**

| Chemical name | Common name and synonyms | CAS number | % |
|---|---|---|---|
| DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC | | 64742-52-5 | <=40 |
| Extracts (petroleum), Heavy Naphthenic Distillate Solvent | | 64742-11-6 | <=40 |
| WATER | | 7732-18-5 | <=40 |
| PROPRIETARY INGREDIENTS | | N/A | < 5 |

## 4. First-aid measures

| | |
|---|---|
| **Inhalation** | Move to fresh air. Call a physician if symptoms develop or persist. |
| **Skin contact** | Wash off with soap and water. Get medical attention if irritation develops and persists. |
| **Eye contact** | Rinse with water. Get medical attention if irritation develops and persists. |

| | |
|---|---|
| **Ingestion** | Rinse mouth. Do not induce vomiting without advice from poison control center. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. |
| **Most important symptoms/effects, acute and delayed** | Direct contact with eyes may cause temporary irritation. |
| **Indication of immediate medical attention and special treatment needed** | Treat symptomatically. |
| **General information** | Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. |

## 5. Fire-fighting measures

| | |
|---|---|
| **Suitable extinguishing media** | Water fog. Foam. Dry chemical powder. Dry chemicals. Carbon dioxide (CO2). |
| **Unsuitable extinguishing media** | Do not use water jet as an extinguisher, as this will spread the fire. |
| **Specific hazards arising from the chemical** | During fire, gases hazardous to health may be formed. |
| **Special protective equipment and precautions for firefighters** | Self-contained breathing apparatus and full protective clothing must be worn in case of fire. |
| **Fire fighting equipment/instructions** | Cool containers exposed to heat with water spray and remove container, if no risk is involved. Move containers from fire area if you can do so without risk. |
| **Specific methods** | Use standard firefighting procedures and consider the hazards of other involved materials. |

## 6. Accidental release measures

| | |
|---|---|
| **Personal precautions, protective equipment and emergency procedures** | Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep upwind. Keep out of low areas. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS. |
| **Methods and materials for containment and cleaning up** | Extinguish all flames in the vicinity.<br><br>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water.<br><br>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.<br><br>Never return spills to original containers for re-use. |
| **Environmental precautions** | Contact local authorities in case of spillage to drain/aquatic environment. Prevent further leakage or spillage if safe to do so. Do not contaminate water. Avoid discharge into drains, water courses or onto the ground. |

## 7. Handling and storage

| | |
|---|---|
| **Precautions for safe handling** | Avoid prolonged or repeated contact with skin. Avoid prolonged exposure. Use only in well-ventilated areas. |
| **Conditions for safe storage, including any incompatibilities** | Keep away from heat and sources of ignition. Store in original tightly closed container. |

## 8. Exposure controls/personal protection

**Occupational exposure limits**

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

| Components | Type | Value | Form |
|---|---|---|---|
| DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5) | PEL | 5 mg/m3 | Mist. |

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

| Components | Type | Value | Form |
|---|---|---|---|
| Extracts (petroleum), Heavy Naphthenic Distillate Solvent (CAS 64742-11-6) | PEL | 5 mg/m3 | Mist. |

**US. ACGIH Threshold Limit Values**

| Components | Type | Value | Form |
|---|---|---|---|
| DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5) | TWA | 5 mg/m3 | Inhalable fraction. |

**US. NIOSH: Pocket Guide to Chemical Hazards**

| Components | Type | Value | Form |
|---|---|---|---|
| DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5) | Ceiling | 1800 mg/m3 | |
| | STEL | 10 mg/m3 | Mist. |
| | TWA | 350 mg/m3 | |
| Extracts (petroleum), Heavy Naphthenic Distillate Solvent (CAS 64742-11-6) | STEL | 10 mg/m3 | Mist. |
| | TWA | 5 mg/m3 | Mist. |

**Biological limit values** No biological exposure limits noted for the ingredient(s).

**Appropriate engineering controls** Provide adequate ventilation, including appropriate local extraction, to ensure that the defined occupational exposure limit is not exceeded.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection** Wear safety glasses with side shields (or goggles).

**Skin protection**

**Hand protection** Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

**Other** Wear appropriate chemical resistant clothing.

**Respiratory protection** When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

**Thermal hazards** Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations** Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

## 9. Physical and chemical properties

**Appearance**

**Physical state** Liquid.

**Form** Liquid.

**Color** Not available.

**Odor** Not available.

**Odor threshold** Not available.

**pH** Not available.

**Melting point/freezing point** Not available.

**Initial boiling point and boiling range** > 212 °F (> 100 °C) IBP

| | |
|---|---|
| **Flash point** | > 413.6 °F (> 212.0 °C) |
| **Evaporation rate** | Not available. |
| **Flammability (solid, gas)** | Not available. |
| **Upper/lower flammability or explosive limits** | |
| **Flammability limit - lower (%)** | Not available. |
| **Flammability limit - upper (%)** | Not available. |
| **Explosive limit - lower (%)** | Not available. |
| **Explosive limit - upper (%)** | Not available. |
| **Vapor pressure** | Not available. |
| **Vapor density** | Not available. |
| **Relative density** | Not available. |
| **Solubility(ies)** | |
| **Solubility (water)** | Readily Dispersible |
| **Partition coefficient (n-octanol/water)** | Not available. |
| **Auto-ignition temperature** | 500 °F (260 °C) |
| **Decomposition temperature** | Not available. |
| **Viscosity** | Not available. |
| **Other information** | |
| **Specific gravity** | 0.92 - 1.04 |

## 10. Stability and reactivity

| | |
|---|---|
| **Reactivity** | The product is stable and non-reactive under normal conditions of use, storage and transport |
| **Chemical stability** | Material is stable under normal conditions. |
| **Possibility of hazardous reactions** | No dangerous reaction known under conditions of normal use. |
| **Conditions to avoid** | Avoid temperatures exceeding the flash point. Contact with incompatible materials. |
| **Incompatible materials** | Strong oxidizing agents. |
| **Hazardous decomposition products** | No hazardous decomposition products are known. |

## 11. Toxicological information

**Information on likely routes of exposure**

| | |
|---|---|
| **Inhalation** | Prolonged inhalation may be harmful. |
| **Skin contact** | Frequent or prolonged contact may defat and dry the skin, leading to discomfort and dermatitis |
| **Eye contact** | Direct contact with eyes may cause temporary irritation. |
| **Ingestion** | Expected to be a low ingestion hazard. |
| **Symptoms related to the physical, chemical and toxicological characteristics** | Not available. |

**Information on toxicological effects**

| | |
|---|---|
| **Acute toxicity** | Not classified. |
| **Skin corrosion/irritation** | Prolonged skin contact may cause temporary irritation. |
| **Serious eye damage/eye irritation** | Not classified. |
| **Respiratory or skin sensitization** | |
| **Respiratory sensitization** | Not classified. |
| **Skin sensitization** | Not classified. |
| **Germ cell mutagenicity** | No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic. |

**Carcinogenicity**

**IARC Monographs. Overall Evaluation of Carcinogenicity**

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5) 3 Not classifiable as to carcinogenicity to humans.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)**

Not regulated.

**US. National Toxicology Program (NTP) Report on Carcinogens**

Not listed.

| | |
|---|---|
| **Reproductive toxicity** | This product is not expected to cause reproductive or developmental effects |
| **Specific target organ toxicity - single exposure** | Not classified. |
| **Specific target organ toxicity - repeated exposure** | Not classified. |
| **Aspiration hazard** | Not classified. |
| **Chronic effects** | Prolonged inhalation may be harmful. |

## 12. Ecological information

| | |
|---|---|
| **Ecotoxicity** | The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. |
| **Persistence and degradability** | No data is available on the degradability of this product. |
| **Bioaccumulative potential** | No data available. |
| **Mobility in soil** | No data available. |
| **Other adverse effects** | No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component. |

## 13. Disposal considerations

| | |
|---|---|
| **Disposal instructions** | Contract with a disposal operator licensed by the Law on Disposal and Cleaning. Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not discharge into drains, water courses or onto the ground. Dispose in accordance with all applicable regulations. |
| **Local disposal regulations** | Dispose in accordance with all applicable regulations. |
| **Hazardous waste code** | The waste code should be assigned in discussion between the user, the producer and the waste disposal company. |
| **Waste from residues / unused products** | Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions). |
| **Contaminated packaging** | Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied. |

## 14. Transport information

**DOT**

Not regulated as dangerous goods.

**IATA**

Not regulated as dangerous goods.

**IMDG**

Not regulated as dangerous goods.

| | |
|---|---|
| **Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** | Not available. |

## 15. Regulatory information

**US federal regulations** All components are on the U.S. EPA TSCA Inventory List.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Not listed.

**SARA 304 Emergency release notification**

Not regulated.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)**

Not regulated.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** No

**SARA 313 (TRI reporting)**

Not regulated.

**Other federal regulations**

**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

**US state regulations** WARNING: This product contains a chemical known to the State of California to cause cancer.

**International Inventories**

| Country(s) or region | Inventory name | On inventory (yes/no)* |
|---|---|---|
| Australia | Australian Inventory of Chemical Substances (AICS) | Yes |
| Canada | Domestic Substances List (DSL) | Yes |
| Canada | Non-Domestic Substances List (NDSL) | No |
| China | Inventory of Existing Chemical Substances in China (IECSC) | Yes |
| Europe | European Inventory of Existing Commercial Chemical Substances (EINECS) | Yes |
| Europe | European List of Notified Chemical Substances (ELINCS) | No |
| Japan | Inventory of Existing and New Chemical Substances (ENCS) | No |
| Korea | Existing Chemicals List (ECL) | Yes |
| New Zealand | New Zealand Inventory | Yes |
| Philippines | Philippine Inventory of Chemicals and Chemical Substances (PICCS) | Yes |
| Taiwan | Taiwan Chemical Substance Inventory (TCSI) | Yes |
| United States & Puerto Rico | Toxic Substances Control Act (TSCA) Inventory | Yes |

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

## 16. Other information, including date of preparation or last revision

**Issue date** 08-19-2021

**Revision date** 10-27-2021

**Version #** 02

**NFPA ratings** Health: 2
Flammability: 1
Instability: 0

**Disclaimer** The information provided in this Safety Data Sheet is correct to the best of our knowledge information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**Revision information**

Hazard(s) identification: Response
Hazard(s) identification: Prevention
Hazard(s) identification: Disposal
Hazard(s) identification: Storage
Hazard(s) identification: Hazard statement
Hazard(s) identification: GHS Symbols
Hazard(s) identification: GHS Signal Words
Composition/information on ingredients: Composition comments
Composition/information on ingredients: Component information
Physical & Chemical Properties: Multiple Properties
Toxicological information: Carcinogenicity
HazReg Data: North America
GHS: Classification

# A.R.A.-1Ti®
# Product Submittals

# A.R.A.-1 Ti® Pollution-Remediating Maltene Asphalt Rejuvenator




**Pavement Technology, Inc.**
**December 2022**
**Hewlett-Packard Company**

**Pavement Technology, Inc.**

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## A.R.A.-1 Ti® Pollution-Remediating Maltene Asphalt Rejuvenator

Following five years of successful laboratory and field testing, Pavement Technology, Inc. (PTI) is delighted to announce the commercialization of our suite of state-of-the-art pollution-reducing, super-hydrophilic, and UV protective photocatalytic pavement solutions. The product stock represents PTI's next evolution of premium pavement preservation materials enhanced with photo-reactive titanium dioxide ($TiO_2$). **A.R.A.-1 Ti®** is our celebrated maltene asphalt rejuvenator[1], with five decades of proven pavement preservation accomplishment, strengthened with the environmental and ecological properties of $TiO_2$.

As a natural decomposition accelerant, $TiO_2$ is a multifaceted photo-responsive material[2] rapidly gaining increased scientific and commercial interest for near-roadway microenvironments (MEs) as it advances a host of positive environmental benefits, including:

- **Depolluting** near-pavement air (or water) cleaning applications, where $TiO_2$ reacted surfaces oxidize a variety of pollutants and contaminants such as those emitted by vehicles, especially $NO_x$ and VOCs, reducing ozone pollution and mitigating acid rain formation
- **"Cool Pavements"** where $TiO_2$ treated surfaces provide a solar-reflective top boundary, which lessens pavement heat absorption and related radiative forcing (RF) by materially reducing the convective re-release of UV radiation that leads to the undesired heat island effects in our cities while extending the life-cycle assessment of pavements by slowing-down pavement oxidation[3]
- **Super-Hydrophilic** surfaces, which provide a rapid water-desorbing pavement to reduce saturation and prevent water intrusion damage. Super-hydrophilic pavements are also self-cleaning to remove

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[1] See Maltene Replacement Technology (MRT) discussion Section 3.7, Page 32.

[2] *Polymers, Light and the Science of TiO2*, DuPont™ Ti-Pure® Titanium Dioxide, DowDuPont, www.dow-dupont.com.

[3] Gopalakrishnan K, et al.

contaminants (e.g., mold) and staining and are indicated for inclement weather-related safety (rain displacing; ice inhibiting) improvements for roads[4]

Lead by **A.R.A.-1 Ti®**, our suite of pollution-remediating solutions creates a perpetual air-purifying roadway microenvironment (ME) that can mitigate the effects of Urban Heat islands and contribute to an agency's compliance with the Clean Air Act (CAA) and the U.S. EPA's stringent National Ambient Air Quality Standard (NAAQS).

The Texas A&M Transportation Institute (TTI) is PTI's research partner for our $TiO_2$ enhanced products and all applications include standard verification testing perfected by TTI for pollution-reduction efficiency, Urban Heat Island (UHI) mitigation and water displacement effectiveness.

TTI standard photocatalytic property testing includes:

- **Titanium Dioxide Penetration and Load:** XRF (fluorescent X-ray) analysis
- **Nitrogen Oxide Removal:** Japanese Industrial Standard (JIS) TR Z 0018 *Photocatalytic Materials – Air Purification Test Procedure* (as adapted to ASTM)
- **UHI Mitigation:** U.S. Green Building Council USGBC), LEED V4 Heat Island Reduction (HIR) via Solar Reflectance Index (SRI) - ASTM E1980 - 11 *Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces*
- **Hydrophilic Properties:** ASTM D7334 - 08(2013) *Standard Practice for Surface Wettability of Coatings, Substrates and Pigments by Advancing Contact Angle Measurement*

The verification testing results can be used for preparation for environmental grants and programs, including the Federal Highway Administration's Congestion Mitigation and Air Quality Improvement Program (CMAQ) as provided under the CAA and administered by the Federal Highway Administration (FHWA) with matching funds of 80% to 100%; [5] and the Federal Transit Administration's Urbanized Area Formula Program Grants (UAFPG), which match fund up to 80% for "technical transportation-related studies" and up to 90% for capital investment in "associated transit improvements" attributable to compliance with the CAA.[6] Other eligible sources include the Voluntary Airport Low Emissions Program (VALE) through the Federal Aviation Administration (FAA) and the FAA's Aviation Research Grants Program (FAA-12-01).



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[4] Arainpour F and Farzaneh M, On Hydrophobic and Icephobic Properties of TiO2-Doped Silicon Rubber Coatings, Department of Applied Sciences, Universite du Quebec, *International Journal of Theoretical and Applied Nanotechnology*, 2012.

[5] U.S. Department of Transportation, Federal Highway Administration: Congestion Mitigation and Air Quality Improvement Program (CMAQ) (U.S.C. 149 / FAST Act Section 1114), www.fhwa.dot.gov.

[6] U.S. Department of Transportation, Federal Transit Administration: Urbanized Area Formula Program Grants (49 U.S.C. Chapter 53, Sections 5307 and 5340 / FAST Act Sections 3004, 3016), www.transit.dot.gov.

## A.R.A.-1 Ti® Pollution-Remediating Maltene Asphalt Rejuvenator

- Maltene Asphalt Rejuvenating Agent
- Enhanced with Photocatalytic Grade Titanium Dioxide ($TiO_2$)
- Captures and Removes up to 60% of Toxic Airborne Vehicular Emissions
- Replenishes Exact Molecular Components Lost to Manufacturing and In-Service Oxidation
- Restores and Improves Pavement Density and Durability
- Creates a UV Protected Pavement that meets USGBC LEED for Urban Heat Island Mitigation
- Presents a 'Quick Drying' Super-Hydrophilic Surface
- Reduces Water Intrusion Damage
- Extends Pavement Life Cycle by as much as Twofold
- Self-Cleaning; Anti Mold; and Anti-Microbial
- Promotes Safer Inclement Weather Pavements




Urban Scaling for the Benefits of Pollution Remediation, Heat Island Reduction and Pavement Preservation with Durable Photocatalytic Pavements

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# List of Acronyms

| | |
|---|---|
| **AADT** | Average Annual Daily Traffic |
| **AASHTO** | American Association of State Highway and Transportation Officials |
| **ABD** | Atmospheric Boundary Layer |
| **AMTIC** | Ambient Monitoring Technology Information Center |
| **APEX** | Air Pollutants Exposure Model |
| **APWA** | American Public Works Association |
| **ARA** | Asphalt Rejuvenating Agent |
| **ASR** | Alkali-Silica Reaction |
| **ASTM** | American Society for Testing and Materials |
| **BTU** | British Thermal Units |
| **°C** | Celsius |
| **CAA** | Clean Air Act 1990 (amended) |
| **CAFE** | Corporate Average Fuel Economy |
| **CAP** | Criteria Air Pollutant |
| **CIR** | Center for Infrastructure Renewal |
| **CMAQ** | Congestion Mitigation and Air Quality Improvement Program |
| **$CO_2e$** | Carbon Dioxide Equivalent |
| **CsT** | Centistokes |
| **D&D** | D&D Emulsions, Inc. |
| **ECF** | Electrochemical Energy Field |
| **EPA** | U.S. Environmental Protection Agency |
| **ENV** | Envision Framework for Sustainable and Resilient Infrastructure |
| **EV** | Electric Vehicle |
| **°F** | Fahrenheit |
| **FAST** | Fixing America's Surface Transportation Act |
| **FHWA** | Federal Highway Administration |
| **FRM** | Federal Reference Method |
| **GSY** | Gallons Per Square Yard |
| **GHG** | Greenhouse Gas |
| **GWP** | Global Warming Potential |
| **$H_2O$** | Water |
| **HAP** | Hazardous Air Pollutant |
| **HIR** | Heat Island Reduction |
| **HIRP** | Heat Island Reduction Program |
| **$HNO_3$** | Nitrate Salt |
| **HUD** | U.S. Department of Housing and Urban Development |
| **ICV** | Internal Combustion Vehicle |
| **IRI** | International Roughness Index |
| **ISI** | Institute for Sustainable Infrastructure |
| **JIS** | Japanese Industrial Standard |
| **LCA** | Life Cycle Assessment |
| **LEED** | Leadership in Energy and Environmental Design |
| **LF** | Lineal Feet |
| **$M^2$** | Meters Squared |
| **ME** | Microenvironment |
| **MJ** | Megajoule |
| **MM** | Millimeter |
| **MOT** | Maintenance of Traffic |
| **MPG** | Miles Per Gallon |
| **MPO** | Metropolitan Planning Organization |
| **MRT** | Maltene Replacement Technology |
| **MSRP** | Manufacturer's Suggested Retail Price |
| **NAAQS** | National Ambient Air Quality Standards |
| **NEI** | National Emissions Inventory |
| **NREL** | National Renewable Energy Laboratory |
| **NAWQA** | National Water-Quality Assessment Program |
| **NVFEL** | National Vehicle and Fuel Emissions Laboratory |
| **NEV** | New Energy Vehicle |
| **NM** | Nanometers |
| **NNE** | Nitrite-Nitrate Exchange Indexing |
| **NO** | Nitric Oxide |
| **$NO_2$** | Nitrogen Dioxide |
| **$NO_3$** | Nitrate |
| **$NO_x$** | Nitrogen Oxides |
| **$O_3$** | Ozone |
| **OGFC** | Open Graded Friction Course |
| **OTIC** | Ohio Turnpike and Infrastructure Commission |
| **P** | Poise |
| **PCC** | Portland Cement Concrete |
| **$PM_{2.5}$** | Particulate Matter <2.5 µm (micron) |
| **PPB** | Parts Per Billion |
| **PPM** | Parts Per Million |
| **PPMC** | PPM Consultants, Inc. |
| **PSH** | Photoinduced Superhydrophilicity State |
| **PTI** | Pavement Technology, Inc. |
| **PCO** | Photocatalytic Oxidation |
| **Redox** | Oxidation-Reduction |
| **RF** | Radiative Forcing |
| **ROI** | Return on Investment |
| **SCAQMD** | South Coast Air Quality Management District |
| **SCM** | State, County, and Municipal |
| **SCR** | Selective Catalytic Reduction |
| **SCRP** | Sustainable Communities Regional Planning Grant |
| **$So_x$** | Sulfur Oxides |
| **Sq/Yd** | Square Yard(s) |
| **SR** | Solar Reflectivity |
| **SRI** | Solar Reflectance Index |
| **TTI** | Texas A&M Transportation Institute |
| **$TiO_2$** | Titanium Dioxide |
| **IUC** | University of Illinois Urbana-Champaign |
| **UAFPG** | Urbanized Area Formula Program Grant |
| **UHI** | Urban Heat Island effect |
| **USD** | U.S. Dollars |
| **USGBC** | U.S. Green Building Council |
| **UV** | Ultraviolet Light |
| **VALE** | Voluntary Airport Low Emissions Program |
| **VOC** | Volatile Organic Compound |
| **W** | Weight of Residue |
| **WCA** | Water Contact Angle |
| **WHO** | World Health Organization |
| **XRF** | X-ray Fluorescence |

## 1 SUMMARY AND TESTING

The background, methods, application and testing for PTI's photocatalytic pavement solutions for pollution removal, pavement lifecycle extension and urban heat management are described herein.

PTI is into its fifth decade serving government agencies and was an early advocate for asphalt rejuvenation nanoscience using Maltene Replacement Technology (MRT) [7] to extend the life cycle assessment (LCA) of asphalt pavements. Thousands of agencies (SCMs) have employed MRT for many decades as part of their roadway planning and maintenance protocols to reduce costs and lower their community's carbon footprint. Pavement preservation solutions enhanced with the trifecta of photocatalytic properties, from depollution to heat-reducing and life cycle extending, are a natural advancement in environmental and sustainability solutions from PTI.

These next generation products are proving valuable to SCMs and other transportation infrastructure authorities, such as airports, seeking to manage compliance with the Clean Air Act (CAA), the National Ambient Air Quality Standards (NAAQS) for airborne pollution inventory minimums, and Urban Heat Island effect (UHI).

The near-road microenvironment (ME) is a significant area of policy and practice concern for modern urban planners, regulators, and sustainability managers. Emissions from cars and trucks are a major source of greenhouse gases (GHGs) and the primary source for anthropogenic airborne toxins, such as nitrogen oxides ($NO_x$) and volatile organic compounds (VOCs), that form the nucleus of unhealthy photochemical smog.

The combined action of urbanization (change in land use) and sharp increase in vehicular emissions intensifies both the build-up of GHGs in the air we breathe and the impact of heat sinks. The circular impacts from air pollution and UHI amplify related economic stresses on communities. In turn, GHG inventories accumulate, exaggerating linked atopic and other human disease.[8]

National Emissions Inventory (NEI) Data [9] indicate motor vehicles operating on roadways emit on average 60% of ozone pollution ($O_3$), principally $NO_x$ in the United States. In more densely populated areas, vehicle-based emissions inventory trend closer to 75%, while total vehicle emissions in rapidly growing metropolitan areas have skyrocketed over 80% since 1990.[10]

In addition to poorer air quality and the escalating health burden, mobile-sourced pollution is contributing to the "western impacts", including rising sea levels and warmer climates. For example, intensified El Niño effects are resulting in exaggerated precipitation and incidence of flooding in the Southeastern United States and droughts in the West.

$NO_x$ is the primary component of $O_3$ or "urban smog". It is a class of gaseous pollutants generated during high temperature processes of internal combustion engines and consists of nitric oxide (NO) and nitrogen dioxide ($NO_2$). $NO_2$ is considered among the most dangerous air pollutants impacting human health and the environment and is one of six Criteria Air Pollutants (CAPs) as defined under the NAAQS.

Photocatalytic oxidation (PCO) of $NO_x$ using topical spray materials containing **titanium dioxide ($TiO_2$)** for roadway applications is a novel, yet proven technology for mitigating urban smog. It has been researched and tested broadly,

[7] Pavement Technology, Inc., www.pavetechinc.com/got-maltenes/.

[8] Swamy G, et al., *Urban Heat Island (UHI) Influence on Secondary Pollutant Formation in a Tropical Humid Environment*, www.PubMed.gov.

[9] U.S. Environmental Protection Agency (EPA): National Emissions Inventory (NEI), www.epa.gov/air-emissions-inventories/national-emissions-inventory-nei.

[10] Boston University: Database of Road Transportation Emissions and *The New York Times*, October 2019.

especially in Europe. While the success rate for PCO efficiency of $TiO_2$ solutions has been consistently encouraging,[11] [12] prevailing techniques for both the development and application of $TiO_2$ compounds have proven not durable or economical.

**That now has changed.**

In 2017 (and 2018), PTI applied the first field tests for *durable* $TiO_2$ solutions in Greenville (SC) and Orlando (FL). The technological breakthrough combined proven surface penetrating pavement preservation compounds, long utilized by conservation minded SCMs, fortified with photocatalyst grade $TiO_2$, to impregnate pavements with the natural pollution-reducing and heat reflecting material. The PTI technique provides both a method for sustainable $TiO_2$ delivery into pavement wearing-course depth and at cost-effective "retrofit" economics. The practice promotes an efficient and scalable application for solar-based, direct capture technology for $O_3$ precursors in the near-road environment.

Titanium is an amazing material. It is as strong as steel, yet a fraction of its weight and much more durable. $TiO_2$ is a natural mineral whose atypical chemical properties have led to a diverse range of commercial and industrial uses from whitening additives in paints to food coloring, candy coatings, toothpaste, and reflective sunscreens, etc.

Or as surface 'wetting' (i.e., hydrophilic) and anti-fogging agents and as photo-reactive chemical catalysts.[13]

With a half century of experience introducing nanotechnologies to pavements, PTI's photocatalytic solutions are designed to deeply penetrate pavement surfaces to deliver nanoparticle, photocatalyst $TiO_2$ into depth at optimal load for sustained PCO and UHI mitigation. The product stock can be applied to almost any asphalt or concrete substrate using PTI's advanced application apparatus and at a fraction of the costs to more archival means to clean air, reduce heat build and extend infrastructure life cycle.

Based on the Greenville and Orlando successes **(Table 1.1)**, [14] more refined applications of these new solutions have been deployed in the field as pilot projects in Austin (TX), Charlotte County (FL), Greater (Cary) Raleigh (NC), Bartow (FL) [FDOT test], Akron (Summit County) (OH) and at Orlando International Airport (MCO).

Recently, Cincinnati (OH) and Raleigh (NC) placed the first ever public bid and RFP for these materials. They will be used on the first photocatalytic pavement related project to receive LEED in St. Petersburgh (FL) and piloted at the Kennedy Space Center by NASA later in summer 2020.



## 1.2 Field Testing – Vehicular Pollution Removal

The Texas A&M Transportation Institute (TTI) has tested field cores from the pilot sites using standardized photocatalytic materials testing protocols for PCO. [15] TTI testing indicates consistently strong $NO_x$ reduction at all sites tested and over multiple years on the oldest sites **(Tables 1.1-1.4)**.

[11] Dios J, et al., *Decontamination through Photocatalytic $TiO_2$ Additions – Past, Present and Future,* International Conference on Emerging Trends in Engineering and Technology (ICETET), London 2014.

[12] Gopalakrishnan K, et al., *Climate Change, Energy, Sustainability, and Pavements*, Springer, 2014.

[13] Gopalakrishnan K, et al., *Climate Change, Energy, Sustainability, and Pavements*, Springer, 2014.

[14] Zollinger DG and Joshaghani A, *Laboratory Investigation of the Effect of TiO2 Topical Treatments on Concrete and Asphalt Samples*, Texas A&M Transportation Institute, September 2018.

[15] Japanese Industrial Standard (JIS) TR Z 0018 *Photocatalytic Materials – Air Purification Test Procedure*.

## Table 1.1 Multi-year $NO_x$ Reduction Testing – Orlando (FL) and Greenville (SC)

A.R.A.-1 Ti®

| Site | NO Reduction Efficiency (%) | | | | |
|---|---|---|---|---|---|
| 0.04 – 0.05 gsy Light $TiO_2$ | Control Sample | Y1 Sample A | Y2 Sample A | Y1 Sample B | Y2 Sample B |
| Orlando (FL) | NEGL | 28% | 33% | 34% | 30% |
| Greenville (SC) | NEGL | 38% | 35% | 43% | 38% |

Source: Texas A&M Transportation Institute (TTI)

## Table 1.2 $NO_x$ Reduction – Orlando International Airport and Charlotte County (FL)

| Site | NO Reduction Efficiency (%) | | | | |
|---|---|---|---|---|---|
| 0.08 gsy > $TiO_2$ | Control Sample | A.R.A.-1 Ti® Sample A | A.R.A.-1 Ti® Sample B | Litho1000Ti® Sample A | Litho1000Ti® Sample B |
| Orlando International | NEGL | 45% | 43% | 53% | 57% |
| Charlotte Co. (FL) | NEGL | | | 42% | 46% |

| | | Ti-introCME™ Concrete Sample A | Ti-introCME™ Concrete Sample B | Ti-introCME™ Asphalt Sample A | Ti-introCME™ Asphalt Sample B |
|---|---|---|---|---|---|
| Charlotte Co. (FL) | NEGL | 48% | 47% | 49% | 50% |

Source: Texas A&M Transportation Institute (TTI)

## Table 1.3 $NO_x$ Reduction – Greater Raleigh [Cary] (NC)

| Site | NO Reduction Efficiency (%) | | | | |
|---|---|---|---|---|---|
| A.R.A.-1 Ti® | Control Sample | 0.08 gsy Sample A | 0.08 gsy Sample B | 0.07 gsy Sample A | 0.07 gsy Sample B |
| Cary, NC | NEGL | 46% | 45% | 42% | 44% |

Source: Texas A&M Transportation Institute (TTI)

**Table 1.4 $NO_x$ Reduction – TTI Test at the Center for Infrastructure Renewal (CIR)**

| Compound | NO Reduction Efficiency (%) | | | | | |
|---|---|---|---|---|---|---|
| Application Rate | Control Sample | 0.05 gsy | 0.06 gsy | 0.08 gsy | 0.10 gsy | 0.12 gsy |
| A.R.A.-1 Ti® | NEGL | 53% | 57% | 61% | 53% | 48% |
| Ti-introCME™ | NEGL | 48% | 52% | 55% | 58% | 53% |

| Application Rate | | 0.04 gsy | 0.06 gsy | 0.10 gsy |
|---|---|---|---|---|
| Litho1000 Ti® | NEGL | 46% | 55% | 48% |

Source: Texas A&M Transportation Institute (TTI)

Texas A&M also has tested the pilot sites for $TiO_2$ penetration (durability) and load optimization (PCO efficiency) through 'wearing-course' depth (0 to 6 mm) [16] using x-ray fluorescence analysis **(Figure 1.1)**.[17] [18]

Due, in large part, to previously proven penetrant technology, PTI test sites consistently indicate deep penetration of the photocatalyst material at efficient PCO concentrations (> 2000 ppm) as deep as 50 mm (2 inches) or 8x AASHTO wearing-course depth.

The high $TiO_2$ presence at wearing-course depth is why the $NO_x$ reduction figures are consistently strong. Penetration and reliable load optimization of the $TiO_2$ is the key to the significant technological advancement with Pavement Technology's photocatalytic pavement solutions. This was achieved by combining two proven nanotechnologies – known pavement preservation penetrating agents (e.g., MRT) and photocatalysis using photoreactive grade nanoparticle titanium dioxide.

Road-level $NO_x$ capture and sequestration or "$NO_x$ Capture" has been the principal advantage of PTI's photocatalytic pavement solutions, with a product stock including **A.R.A.-1 Ti®** for asphalt surface courses, **Litho1000$^{Ti®}$** for concrete surface courses, **JOINTBOND$^{Ti®}$** (longitudinal joints) and **Ti-introCME®** (all substrates), which cover most or all transportation infrastructures and needs.

**Figure 1.1 $TiO_2$ Penetration – Orlando International Airport**

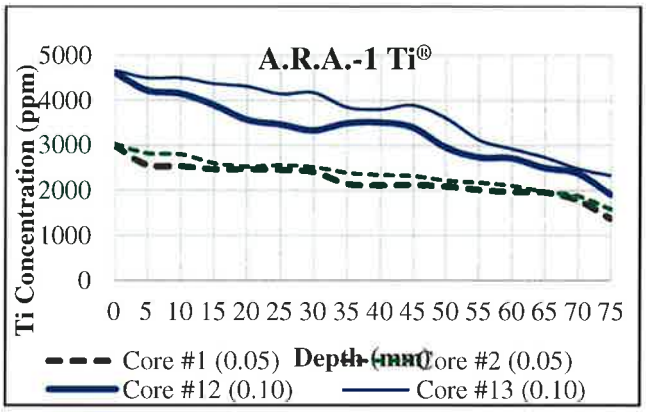


Source: Texas A&M Transportation Institute (TTI)

[16] The American Association of State Highway and Transportation Officials (AASHTO) sets pavement wearing course depth at 0.25 inches.

[17] Zollinger DG and Joshaghani A, September 2018.

[18] Zollinger DG and Joshaghani A, Follow-up, May 2019.

## 1.3 Acid Rain Mitigation with $TiO_2$ Treated Roads

Atmospheric deposition of nitrogen is a major source of nitrate found in watersheds and is addressed by various water-quality legislation. Specifically, because almost all of the sources of nitrogen contaminations are point sources, this form of pollution is best controlled by directly reducing nitrogen oxide emissions.

Commonly, these point sources are located outside of the political boundaries of watersheds that inherit this atmospheric deposited nitrogen and, therefore, may not be controlled through SCM regulations nor governance. Recent amendments to the CAA have mandated reductions to $NO_x$, including from mobile sources, as they are a critical factor in managing nitrogen levels impacting lakes, reservoirs, rivers, and other estuarial expanses.

Vehicular emissions are the second largest source of nitrogen builds in watersheds, after agricultural sources, and can contribute as much as 40% [19] of nitrate levels in dense urban settings.

The U.S. Geological Survey (USGS) recommends direct reduction strategies for mobile-sourced $NO_x$ be employed to reduce such water contaminations. So, photocatalytic pavements provide a preferred strategy for acid rain mitigation and direct reduction of watershed nitrogen builds.

**Table 1.5 Solar Reflectance – (a) Orlando International Airport and (b) Charlotte County (FL)**

| Compound / Substrate | Solar Reflectance Index Values (SRI) | | | | | |
|---|---|---|---|---|---|---|
| Application Rate (a) | Control Sample | Control Sample | 0.10 gsy | 0.10 gsy | 0.08 gsy | 0.08 gsy |
| A.R.A.-1 Ti® / Asphalt | 9 | 8 | 40 | 39 | | |
| Litho1000 Ti® / Concrete | 24 | 24 | | | 38 | 38 |
| Application Rate (b) | Control Sample | 0.03 gsy | 0.06 gsy | | | |
| Ti-introCME™ / Asphalt | 11 | 30 | 34 | | | |
| Ti-introCME™ / Concrete | 20 | 37 | 42 | | | |
| Litho1000 Ti® / Concrete | 25 | 41 | 46 | | | |

Source: Texas A&M Transportation Institute (TTI)

[19] U.S. Geological Survey's National Water-Quality Assessment Program (NAWQA), www.usgs.com.

### 1.4 Field Testing - Cool Pavements with $TiO_2$

In 2019, TTI added testing for solar reflectance (UHI mitigation effectiveness), showing PTI test sites consistently exceed the threshold for




**U.S. Green Building Council LEED** for heat island reduction **(Table 1.5)**.[20] [21]

At Orlando International Airport, PTI solutions turned an almost perfectly absorptive asphalt parking ramp (FedEx terminal) with a **Solar Reflectance Index (SRI)** of 9 (out of 100) into a 39-40 or 40% more reflective than LEED requirements and **> 4x as heat energy displacing** as original, untreated asphalt.

As a heat mitigator, photocatalytic grade $TiO_2$ simultaneously absorbs solar radiation away from the pavement substrate and efficiently redirects the energy back into the atmosphere, thereby protecting the pavement from oxidative deterioration (LCA extension) and eliminating excess pavement emissivity (especially in asphalts), creating a so-called – **"cool pavement"** which greatly helps reduce UHI.[22]

### 1.5 Field Testing – Super-Hydrophilic Pavements

$TiO_2$-bearing pavements exhibit a **Photoinduced Superhydrophilicity State** (PSH) when exposed to UV radiation, which enables water to disperse and desorb across a TiO2-treated surface much more efficiently. [23] [24] This **greatly reduces water intrusion risk** to pavements and critical for longitudinal joints.

PSH pavements also promote significant **highway safety** improvement implications including reduced hydroplaning, less windshield visibility impairment, and possibly ice formation mitigation. It also is why $TiO_2$ treated surfaces are mechanically "self-cleaning" and both anti-mold and antimicrobial. [25]



[20] Zollinger DG and Joshaghani A, *Solar Reflectance Analysis of TiO2 Penetrant Treatments on Concrete and Asphalt Samples*, Texas A&M Transportation Institute, August 2019.

[21] U.S. Green Building Council USGBC), LEED V4 Heat Island Reduction (HIR) via Solar Reflectance Index (SRI) ≥ 50% 29, www.usgbc.org.

[22] EPA, *Reducing Urban Heat Islands: Compendium of Strategies, Urban Heat Island Basics*, www.epa.org.

[23] Mechanism of Photoinduced Superhydrophilicity on the Photocatalyst Surface, *The Journal of Physical Chemistry*, American Chemistry Society, 2005, Masato T, et al.

[24] Vassilia Z, *Hydrophilic TiO2 Surface Without Photocatalytic Activation*, Lawrence Berkeley National Laboratory, University of California at Berkeley.

[25] Kubacka A, Suarez Diez M, et al., Understanding the Antimicrobial Mechanism of TiO2- based Nanocomposite Films in a Pathogenic Bacterium, *Nature Journal*, 2014.

For example, the PTI test site at Orlando International exhibited significant mold removal within the first few months on the previously mentioned FedEx ramp treated with **A.R.A.-1 Ti®**.

Light energized $TiO_2$ strongly attracts water, which is naturally polarized, where the water molecules are split by the activated surface, resulting in vastly improved disposal of $H_2O$ as it is transformed into thin films across the surface, not allowing droplets (and ponding) to form **(Drawing 1.2)**.

### Drawing 1.2 Super-Hydrophilic Surfaces Can Rapidly Displace Water

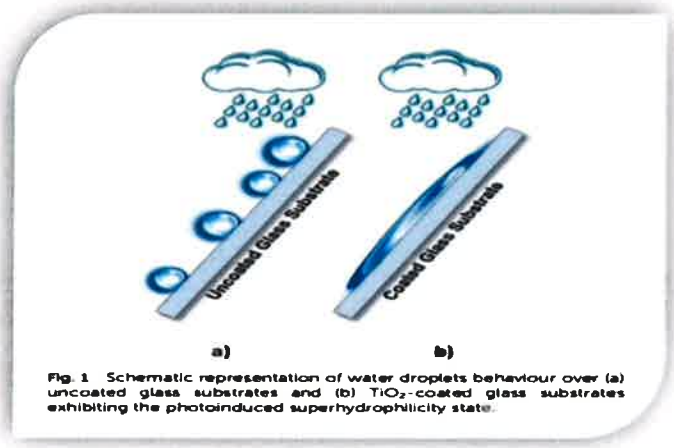


Fig. 1 Schematic representation of water droplets behaviour over (a) uncoated glass substrates and (b) $TiO_2$-coated glass substrates exhibiting the photoinduced superhydrophilicity state.

Source: Universidade do Porto (Portugal)

This PSH or **"quick drying"** transition of a photocatalytic pavement surface can be observed by measuring water contact angle (WCA) before and after UV illumination,[26] where a $TiO_2$-bearing surface presents a **contact angle** considerably **lower** when irradiated. This **accelerates the dispersion** of water across the surface by as much as **5x** a non $TiO_2$-bearing or "inactive" surface.[27] [28]

As with $NO_x$ reduction, the "fully hydroxylated" $TiO_2$-bearing pavement [29] during photocatalysis causes powerful oxidants to combine with the adsorbed water molecules (e.g., rain) to form new hydrogen bonding with the $H_2O$ clusters. This forces the distribution of these bonds within the water droplets to decrease, resulting in a **reduction** of **surface tension** between the water and the photoreactive $TiO_2$ surface.[30] [31]

A WCA of less than 90 degrees is considered "hydrophilic" and will increasingly (with lower contact angle) speed-up the displacement of water **(Drawing 1.3)**.

### Drawing 1.3 Hydrophilic vs Hydrophobic Contact Angles

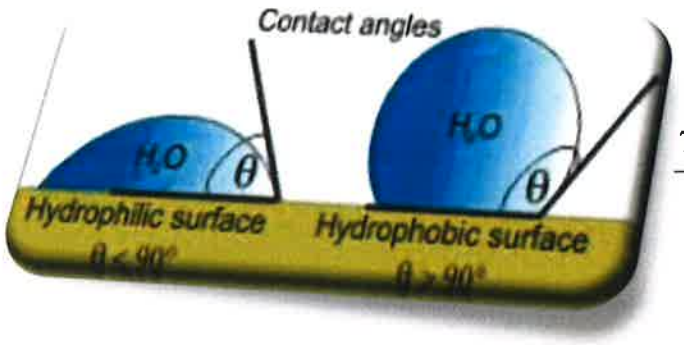


Source: London South Bank University

For example, in highway design, an open graded friction course (OGFC) is designed specifically to **physically reduce** water contact angle as **surface roughness** has a strong effect on wettability.

[26] ASTM D7334 - 08(2013) *Standard Practice for Surface Wettability of Coatings, Substrates and Pigments by Advancing Contact Angle Measurement*.

[27] Research Institute of Toto Ltd., Tokyo, Japan, 1995.

[28] Banerjee S, et al., *Self-Cleaning Applications of $TiO_2$ by Photo-Induced Hydrophilicity and Photocatalysis*, 2015.

[29] Hydroxylation is a chemical process that introduces a hydroxyl group (-OH) into an organic compound and is the first step in oxidative degradation.

[30] Transparent Superhydrophobic/Superhydrophilic $TiO_2$-based Coatings for Self-Cleaning and Anti-fogging, *Journal of Materials Chemistry*, Royal Society of Chemistry, 2012.

[31] Masato T, Sakamoto K, et al., *Mechanism of Photoinduced Superhydrophilicity on the $TiO_2$ for Photocatalytic Surface*, Department of Chemistry, Graduate School of Engineering, Osaka Prefecture University, February 2005.

A photocatalytic pavement will be even more efficient at producing a hydrophilic outcome through its high electro-chemical energy transformation of water molecules as described, providing a measurable upgrade to the water desorbing efficiency of any pavement substrate.

PTI tested **A.R.A.-1 Ti®** on an OGFC in Bartow (FL) for the Florida Department of Transportation (FDOT) in 2019. As indicated in **(Table 1.6)**, the $TiO_2$ enhanced test section observed a material decline in WCA from 81-82 degrees to 50-51 degrees for a nearly 40% improvement in water displacement capability.

**Table 1.6 Water Contact Angle – FDOT OGFC Test Bartow (FL)**

| Site | Water Contact Angle° | | | | |
|---|---|---|---|---|---|
| A.R.A.-1 Ti® | Control Sample | TiO2 1 Visible Light | TiO2 1 UV Light | TiO2 2 Visible Light | TiO2 2 UV Light |
| FDOT Test | 81° | 82° | 51° | 81° | 50° |

Source: Texas A&M Transportation Institute (TTI)

In the Charlotte County (FL) trials, PTI tested both **Litho1000$^{Ti®}$** and **Ti-introCME®** across test sections for skid resistance (friction) under the standard testing protocol [32] which was executed by International Cybernetics **(Table 1.7)**. The primary purpose for which was to determine skid resistance safety when applying $TiO_2$ enhanced products to high speed thoroughfares. But what also was observed was clear indications of the instantaneous hydrophilic *effect* the $TiO_2$ imparted to the surface of the pavement.



[32] ASTM E247 / E274M-15 *Standard Test Method for Skid Resistance of Paved Surfaces Using a Full-Scale Tire.*

## Table 1.7 $TiO_2$ Impact on Skid Resistance and Hydrophilic Implications

**Litho1000 Ti®**

| Location / Rate gsy | Pre-Application | Post 20 Minutes | Post 24 Hours |
|---|---|---|---|
| Indian Trail WB / 0.03 | 43 | 41 | 44 |
| Indian Trail WB / 0.06 | 43 | 47 | 50 |

**Ti-introCME®**

| Location / Rate gsy | Pre-Application | Post 20 Minutes | Post 24 Hours |
|---|---|---|---|
| Alicante Drive EB / 0.03 | 58 | 61 | 61 |
| Alicante Drive WB / 0.06 | 59 | 64 | 64 |
| Indian Trail WB / 0.03 | 42 | 43 | 45 |
| Indian Trail WB / 0.06 | 42 | 51 | 51 |

Source: International Cybernetics, Charlotte County (FL) March 2019

As exhibited, the surfaces treated with both **Litho1000$^{Ti®}$** and **Ti-introCME®** showed that friction was not adversely impacted in any of the tests and that in all six tests, skid resistance improved meaningfully. That friction results improved immediately (tested after just 20 minutes following application) and continued was insightful as it indicates the clear presence of the $TiO_2$ and a PSH.

To some, this may appear to be a startling outcome, especially considering the rather small amount of water used in the standardized friction test. But it is direct evidence of improved hydrophilic tendency of a road impregnated with photocatalyst grade $TiO_2$. While more expanded research is concurrent, under actual inclement weather conditions, one should expect the improved (relative) skid resistance for a $TiO_2$-bearing pavement to be even greater, hence the safety improvements realizable.



PTI's photocatalytic pavement solutions provide the Public Works profession the first method for sustainable $TiO_2$ delivery into pavement wearing-course depth and at cost-effective "retrofit" economics. The technique promotes an efficient, durable, and scalable application for solar-based, **"$NO_x$ Capture"** technology for the systematic removal of $O_3$ precursors, UHI mitigation, pavement infrastructure LCA extension, and improved roadway safety in the critical near-road environment.

# PERFORMANCE SPECIFICATION

## 2 Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator

### 2.1 Description: $TiO_2$ Enhanced Asphalt Rejuvenating Agent

The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of a penetrating polymerized asphalt rejuvenating agent to asphaltic concrete surface courses. The asphalt binder rejuvenation shall be affected through the petroleum Maltene Replacement Technology method. In addition, and with the same penetrating carrier liquid, apply photocatalytic-grade titanium dioxide ($TiO_2$) to create a pollution reducing pavement microenvironment. The rejuvenation of surface courses shall be by spray application of a polymerized maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water and containing photocatalytic titanium dioxide in a minimum parts per million at a minimum depth as hereafter specified.

All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

**Figure 2.1 A.R.A.-1 Ti® Application**



Source: Pavement Technology, Inc.; Cary, NC 2019

## 2.2 Materials and Performance: $TiO_2$ Enhanced Asphalt Rejuvenating Agent

The $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall be a cationic emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the $TiO_2$ enhanced asphalt rejuvenating agent manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

### Table 2.1 Test of Emulsion and on Residue

| | Test Methods | | Requirements | |
|---|---|---|---|---|
| | ASTM | AASHTO | Min | Max |
| **Tests on Emulsion** | | | | |
| **Viscosity @ 25°C, SFS** | **D-244** | **T-59** | **15** | **40** |
| **Residue, %W[1]** | **D-244(Mod.)** | **T-59(Mod)** | **60** | **65** |
| **Miscibility Test[2]** | **D-244(Mod.)** | **T-59(Mod)** | **No Coagulation** | |
| **Sieve Test, %W[3]** | **D-244(Mod.)** | **T-59(Mod)** | | **0.1** |
| **Particle Charge Test** | **D-244** | **T-59** | **Positive** | |
| **Percent Light Transmittance[4]** | | | | **80** |
| **Tests on Residue from Distillation:** | | | | |
| **Flash Point, COC, °C** | **D-92** | **T-48** | **196** | |
| **Viscosity @ 60°C, cSt** | **D-445** | **-** | **100** | **200** |
| **Asphaltenes, %w** | **D-2006-70** | **-** | | **1.00** |
| **Maltene Dist. Ratio[5]** | **D-2006-70** | **-** | **0.3** | **0.6** |
| **PC/S Ratio[5]** | **D-2006-70** | **-** | **0.5** | |
| **Saturated Hydrocarbons, S[5]** | **D-2006-70** | **-** | **21** | **28** |

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[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50-gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

[2] Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

[3] Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

[4] Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:

a. Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

b. Apparatus:

1. Container may be glass, plastic or metal having a capacity of 6,000 ml.
2. Graduated cylinder, 1,000 ml, or greater
3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5. Suction bulb for use with pipette
6. Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

c. Calibration of spectrophotometer:

1. Calibrate spectrophotometer as follows:
   a. Set wavelength at 580 mu,

b. Allow spectrophotometer to warm-up thirty minutes,
c. Zero percent light transmittance (%LT) scale,
d. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
e. Place tube in spectrophotometer and set %LT scale at 100, and,
f. Repeat steps (c) (e) two times or until no further adjustments necessary.

d. Procedure:

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2. Place 2,000 ml tap water in container.
3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4. Using suction bulb, blow emulsion into container.
5. Rinse pipette by sucking in diluted emulsion solution and blowing out.
6. Clean pipette with soap or solvent and water. Rinse with acetone.
7. Stir diluted emulsion thoroughly.
8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9. Calibrate spectrophotometer.
10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.



[5] Chemical Composition by ASTM Method D-2006-70 -- (Free) Maltene Distribution Ratio (MDR) can be defined as:

$$\frac{PC + A_1}{S + A_2}$$

Where:

PC = Polar Compounds $A_1$ = First Acidaffins
$A_2$ = Second Acidaffins S = Saturated Hydrocarbons

**2.3 Maltene Replacement ("Rejuvenation") Test**

The $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall have the capability to penetrate the asphalt pavement surface and shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the $TiO_2$ Enhanced Asphalt Rejuvenating Agent into the asphalt binder has been effected shall be by the petroleum maltene fraction replacement method and analysis of the chemical properties of said asphalt binder therein i.e., viscosity shall be reduced by said method.

For pavements less than two-years old and receiving the original application of $TiO_2$ Enhanced Asphalt Rejuvenating Agent, the viscosity shall be reduced by a minimum of twenty (20%) percent as determined by the dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For treatments of pavements older than two-years and/or after an initial treatment with a petroleum maltene asphalt rejuvenator, the viscosity shall be reduced by petroleum maltene replacement method a minimum of thirty percent (30%) in accord with same. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. The treated areas shall be densified or resistant in depth to the intrusion of air and water.

The $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall have a record of at least two years of satisfactory service as a $TiO_2$ enhanced petroleum maltene based emulsion asphalt rejuvenating agent and in-depth densifier. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by the petroleum maltene replacement method and provide an in-depth seal. A.R.A.-1 Ti®, a Pavement Technology, Inc. product manufactured by D&D Emulsions, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the $TiO_2$ Enhanced Asphalt Rejuvenating Agent has been used successfully for a period of two years by government agencies such as state, county and municipal governments or "SCMs", etc.; and that the enhanced rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder rheology and photocatalytic properties as hereinafter detailed. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, field testing data shall be submitted to indicate said product performance over a minimum testing period of two years to insure reasonable sustainability.

The Engineer may require that untreated and treated core samples, a minimum of four inches in diameter, be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

## 2.4 Photocatalytic Properties Testing



**2.4.1 $TiO_2$ Penetration Test:** The $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall have a non-destructive analytical procedure applied to determine the percent of Titanium Dioxide nanoparticles present in each two-millimeter (2mm) layer of the field core sample matrix for a minimum depth of six millimeters (6mm) from the top of the treated sample core. The method of measurement shall be by fluorescent X-ray emitted from the surface when excited by a principal X-ray source that is exceptional for the given element. A hand-held XRF analyzer is acceptable for this testing.

The minimum required concentration of Titanium Dioxide nanoparticles per each two-millimeter (2mm) section up to the minimum depth of 6mm shall average 2000 parts per million (ppm).

**2.4.2 $NO_2$ Reduction Effectiveness:** The $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall be verified for the effectiveness of the air pollution remediation of the Titanium Dioxide nanoparticle portion by laboratory analysis of core samples extracted from the treated pavement as directed and required by the Engineer. The cores shall be a minimum of four inches (4") in diameter and in pairs at each location directed by the Engineer. The cores shall be tested by an accredited laboratory or university with the equipment and capability to perform the following test procedures.

**2.4.3 $NO_2$ Reduction Test:** A photo reactor test chamber shall be employed that allow for the evaluation of the efficient photocatalytic reduction of introduced $NO_x$ gas of a known and controlled concentration within the chambers volume. The chamber light source shall be a UV lamp having a wavelength of 375 nanometers. The interior chamber environment shall be at 77°F with a constant humidity of 55% ±5%. The test total duration shall be five hours. The analysis test system shall be based on a Japanese Industrial Standard (JIS) TR Z0018 "Photocatalytic Materials-Air purification test procedure". NO removal

efficiency shall be measured using a Model 42i Chemiluminescence NO-$NO_2$-$NO_x$ Analyzer (Thermo Fisher Scientific Inc.).

The minimum NO reduction following the heretofore outlined test procedure evaluating field core samples shall average 25% for all cores tested.

**2.4.4 Solar Reflectance Effectiveness:** Verification of the effectiveness of the solar reflectivity the Titanium Dioxide nano-particle portion of the $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall be by laboratory analysis of core samples extracted from the treated pavement as directed and required by the Engineer. The cores shall be a minimum of four inches (4") in diameter and in pairs at each location directed by the Engineer. The cores shall be tested by an accredited laboratory or university with the equipment and capability to perform the following test procedures.

**2.4.5 Solar Reflectance Test(s):** Solar reflectivity shall be determined by measuring the treated core samples for a Solar Reflectance Index (SRI) value. SRI is a measure of the constructed surface's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black surface (reflectance 0.05, emittance 0.90) is 0 and a standard white surface (reflectance 0.80, emittance 0.90) is 100. The relevant standards for measuring solar reflectance are:

**Table 2.2 Test of Solar Reflectance**

| Value | Test Method |
|---|---|
| **Solar Reflectance** | **ASTM C1549 – Standard Test Method for Determination of Solar Reflectance** |
| **Solar Reflectance Index** | **ASTM E 1980 – Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces** |



Based on these standards, the SRI is a measure of the relative steady-state temperature of a surface with respect to a standard white surface (SRI=100) and a standard black surface (SRI=0) under standard solar and ambient conditions.

Under normal ambient conditions, the steady-state temperature for the black and white reference surfaces is 355.61 kelvin (K) or 180°F and 317.76 K (110°F), respectively.
A Solar Reflectance Index (SRI) can be defined as:

$$SRI = \frac{T_b - T_s}{T_b - T_w}$$

Where:

- Steady-state Surface Temperature (Ts)—the temperature of the surface, in K, under the standard solar conditions. The surface temperature Ts (°C)=Ts (K)-273
- Reference Black Surface Temperature (Tb)—the steady-state temperature of a black surface with a solar reflectance of 0.05 and infrared emittance of 0.9, under the standard solar and ambient conditions
- Reference White Surface Temperature (Tw)—the steady-state temperature of a white surface with a solar reflectance of 0.80 and infrared emittance of 0.9, under the standard solar and ambient conditions
- Sky Temperature (Tsky)—the temperature of a black body that would radiate the same power in the thermal infrared spectrum (5 to 40 nm) toward the earth as does the sky

The minimum SRI value following the heretofore outlined test procedure(s) evaluating field core samples shall average 29 (or 0.29) for all cores tested, which meet the minimum standard (≥50% 29 SRI) for the U.S. Green Building Council (USGBC) hardscape threshold for Leadership in Energy and Environmental Design (LEED) credit or the minimum standard for the American Public Works Association (APWA) / Institute for Sustainable Infrastructure (ISI) Envision Superior (≥60% 29 SRI) level of achievement credit.

**2.4.6 Hydrophilic Improvement:** Verification of the improvement in hydrophilic property of the Titanium Dioxide nano-particle portion of the $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall be by laboratory analysis of core samples extracted from the treated pavement as directed and required by the Engineer. The cores shall be a minimum of four inches (4") in diameter and in pairs at each location directed by the Engineer. The cores shall be tested by an accredited laboratory or university with the equipment and capability to perform the following test procedures.

**2.4.7 Wettability Test:** Hydrophilic improvement shall be determined by measuring the treated core samples for Water Contact Angle (WCA). WCA is a common measurement of a constructed surface's ability to improve wettability or the ability of water to develop a stronger boundary (less resistance) with the surface as shown by a decline in water contact angle. A WCA of $> 90^0$ is considered hydrophobic or high resistance while a WCA $<90^0$ is considered hydrophilic or low resistance. The relevant standard for measuring WCA is:

**Table 2.3 Test of Water Contact Angle**

| Value | Test Method |
|---|---|
| **Water Contact Angle** | **ASTM D7334 - 08(2013) Standard Practice for Surface Wettability of Coatings, Substrates and Pigments by Advancing Contact Angle Measurement** |
| | |



The minimum WCA reduction following the heretofore outlined test procedure evaluating field core samples shall average 20% for all cores tested.

## 2.5 Equipment

**2.5.1 Distributor:** The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.10 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to control the selected application rate uniformly and consistently in gallons per square yard regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

**2.5.2 Aggregate Cover Truck:** The truck used for cover aggregate application shall be equipped with a spreader that allows the aggregate to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of cover aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast cover aggregate onto driveways or to lawns.

The cover aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet aggregate shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired, or replaced at the direction of the Engineer.

**2.5.3 Calibration:** Distributor- prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

## 2.6 Construction

**2.6.1 Layout:** The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

**2.6.2 Weather and Seasonal Limitations:** The $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 45°F, and no more than 150°F.



If unexpected rain occurs prior to material penetration and cover aggregate application, the agent shall be reapplied at no cost to the agency. Further, the contractor's traffic control and project monitoring shall continue until the application has penetrated, area has been sanded and the resultant surface is acceptable to the Engineer for vehicular travel.

**2.6.3 Preparation of Surface:** The contractor will be responsible for blowing or sweeping the road immediately ahead of the application operation to make sure the road is free of standing water, dirt, loose aggregate, and other debris. The surface shall be clean and dry prior to the application.

**2.6.4 Application of $TiO_2$ Enhanced Asphalt Rejuvenating Agent:** The $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

**2.6.5 Material Placement of $TiO_2$ Enhanced Asphalt Rejuvenating Agent:** Application of $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the $TiO_2$ Enhanced Asphalt Rejuvenating Agent shall be blended with water at the rate of two parts rejuvenating agent to one-part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of $TiO_2$ Enhanced Asphalt Rejuvenating Agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

**2.6.6 Test Strip for Application Rate:** Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 20 minutes.

In the event that all three of the standard test rates are absorbed completely within the 20-minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate.



Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

**2.6.7 Cover Aggregate Application:** After the $TiO_2$ Enhanced Asphalt Rejuvenating Agent emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry cover aggregate shall be applied to the surface in sufficient amount to protect the traveling public as required.

All cover aggregate used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion.

If, after the cover aggregate is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional cover aggregate and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

**2.6.8 Handling of $TiO_2$ Enhanced Asphalt Rejuvenating Agent:** Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval of the Engineer.

**2.6.9 Street Sweeping:** The Contractor shall be responsible for sweeping and cleaning the streets after treatment. All cover aggregate used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer.

If, after cover aggregate is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional cover aggregate and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of cover aggregate.

**2.6.10 Resident Notification:** The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

**2.6.11 Traffic Control:** The Contractor shall furnish all necessary traffic control, barricades, signs, and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh $TiO_2$ Enhanced Asphalt Rejuvenating Agent until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing by the Engineer prior to commencing any work. All traffic control shall be in accordance with the DOT Roadway Design Standards (most current edition). Traffic control devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.



**2.6.12 Method of Measurement:** The $TiO_2$ Enhanced Asphalt Rejuvenating Agent emulsion shall be paid at the Contract bid unit prices for the actual square yards of pavement treated as field measured. Said payment is compensation in full for all costs of furnishing and applying the material as specified, including cleaning the existing pavement, purchase of cover aggregate, delivery of cover aggregate, all labor, equipment, and materials necessary for the placement of the $TiO_2$ Enhanced Asphalt Rejuvenating Agent emulsion, sweeping of any loose material after construction and other requirements as specified. Traffic control for maintaining traffic for constructing $TiO_2$ Enhanced Asphalt Rejuvenating Agent emulsion shall be considered incidental.

Payment for removal of untreated and treated cores shall be paid for as each at the unit price bid for Test Core Removal.

### 2.6.13 Basis of Payment:

| Pay Item | Unit |
|---|---|
| • $TiO_2$ Enhanced Asphalt Rejuvenating Agent | Per Sq/Yd |
| • Field Core Removal* | Each |
| • Field Core Laboratory Analysis – Viscosity* | Each |
| • Field Core Laboratory Analysis -Titanium Dioxide Penetration* | Each |
| • Field Core Laboratory Analysis - Titanium Dioxide $NO_2$ Reduction* | Each |
| • Field Core Laboratory Analysis - Titanium Dioxide Solar Reflectance Index (SRI)* | Each |
| • Field Core Laboratory Analysis - Titanium Dioxide Water Contact Angle (WCA)* | Each |
| • Mobilization | Per Project |

*When required by the Engineer

# ADDENDUM

## 3 BACKGROUND

### 3.1 Mobile Source Pollution and Tropospheric Ozone

Ozone, sometimes referred to as **"smog"**, is a toxic gas that is formed in the atmosphere when three atoms of oxygen combine (i.e., $O_3$). The chemical structure of ozone is the same wherever it is found; however, as shown **(Figure 3.1)** there are two categories of ozone.

**Stratospheric Ozone** is found naturally in the Earth's upper atmosphere - 6 to 30 miles above the Earth's surface - where it forms a protective layer that shields us from the sun's harmful ultraviolet rays.[33] This sometimes is referred to as "good ozone".

**Ground-Level Ozone** is found near ground level, naturally (sometimes called "tropospheric ozone"). It is created by chemical reactions between nitrous oxides ($NO_x$) and volatile organic compounds (VOCs) in the presence of sunlight. Emissions from industrial facilities can contribute as much 15% of tropospheric ozone, electric utilities 20% and motor vehicle exhaust contributes 60% or more **(Figure 3.2)**.[34] They are the major sources of noxious gas formations in the air humans breathe ("bad ozone").

**Figure 3.1 Greenhouse Gases & Smog Forming Emissions**

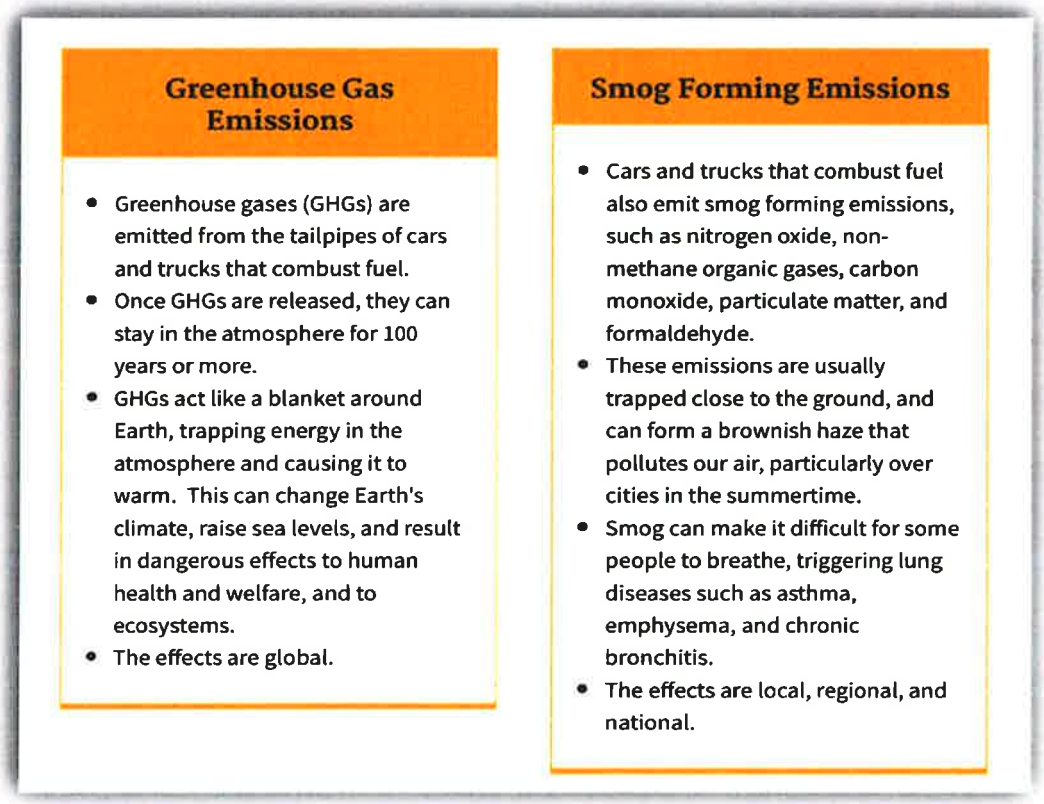


Source: Environmental Protection Agency (EPA) www.epa.gov

[33] Texas Commission on Air Quality, www.tecq.texas.gov.
[34] Environmental Protection Agency (EPA), www.epa.gov.

**Figure 3.2 Major City Sources of $NO_x$**

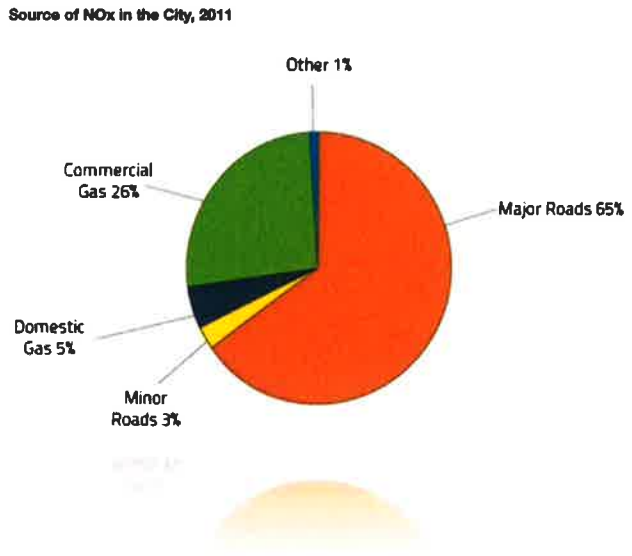


Source: City of London Air Quality Strategy 2011-2015

Climate scientists and healthcare experts have concluded that ground-level pollution or photochemical smog in densely populated, urban environments has developed into a human health crisis.

The World Health Organization's (WHO) most recent survey of 4300+ cities worldwide indicate only 20% of urban populations live in cities that comply with WHO air quality guideline levels for fine particulate matter ($PM_{2.5}$), which includes $NO_x$ as the major contributor.[35] [36]

The poor showing includes American cities, where all of our major urban hubs are near, already at or above WHO limits.[37]

Further, WHO scientists believe the impact of inner-city air pollution on the development of respiratory and atopic disease in childhood, in particular, has reached epidemic proportion.[38] Air pollution may contribute to as many as 9 million premature deaths annually,[39] including 43% of lung diseases and cancer, 25% of heart disease and 24% of strokes.[40]

The American Lung Association has concluded:

*"The burden of air pollution is not evenly shared. Poorer people and some racial and ethnic groups are among those who often face higher exposure to pollutants..."* [41] owing, in no small part, to their sheer proximity to major point-sources (industry and traffic) for anthropogenic pollution.

### 3.2 Air Quality and Resident Health

**Creation of Hazardous Photochemical Smog Caused by Vehicle Emissions:** Detrimental gas emissions, such as $NO_x$ and sulfur oxides ($SO_x$), are formed during the combustion process from burning fossil fuels. Vehicle emissions introduce one of those oxides – nitrogen dioxide, into the environment, increasing $O_3$ concentrations. As the ozone concentrates, the percentage of nitrogen undergoing oxidization also increases, resulting in an increasingly higher percentage of $NO_2$ in the atmosphere, especially in the troposphere to create ground-level pollution harmful to humans and damaging to ecological systems.

Researchers have identified a clear association between these serious environmental, ecological and health dangers with the presence of photochemical smog, acid rain, and rising $NO_2$ concentrations. The EPA classifies $NO_2$ as an "extremely hazardous" criteria toxin [42] and has set stringent limits on its ozone inventory under the NAAQS. [43] The ratio of $NO_2$ to total gas emissions has been rising over the years due to increasing urbanization and associated traffic and



[35] World Health Organization (WHO), *Ambient (Outdoor) Air Quality and Health*, May 2018.

[36] WHO: 10µg/m³ annual mean and 25µg/m³ 24-hour mean for $PM_{2.5}$, www.who.int.

[37] EPA: Air Quality Statistics by City 2017, www.epa.gov.

[38] WHO, *Ambient (Outdoor) Air Quality and Health*

[39] *The Lancet* Commission on Pollution and Health, October 2017.

[40] WHO, Global Health Observatory (GHO) data 2016, www.who.int.

[41] American Lung Association, *Disparities in the Impact of Air Pollution*, www.lung.org.

[42] EPA: List of Extremely Hazardous Substances, www.epa.gov.

[43] EPA: NAAQS Table, Criteria Air Pollutants, www.epa.gov.

has resulted in a corresponding increase in $O_3$ ``build-up.[44]

EPA technical data shows that as much as two-thirds of atmospheric $NO_2$ is emitted from mobile sources.[45] And nearly half of all Americans live within 'maximum exposure' to near-roadway pollution or within 500 meters of high AADT volume roads, according to the most recent U.S. Census.[46]

Airborne nitrous oxides (nitrites) have a half-life ranging 100 to 150 years.[47] The EPA also believes $NO_2$ concentrations from vehicles and near roadways are appreciably higher than those measured at monitors in the current EPA network. In fact, **near-road concentrations can be 2–3 times higher than measured at nearby area-wide monitors**,[48] making road-level **"breathing zones"** uniquely attractive targets for managing $NO_2$ contaminations.

**Figure 3.3 Ozone Nonattainment at 60 ppb**

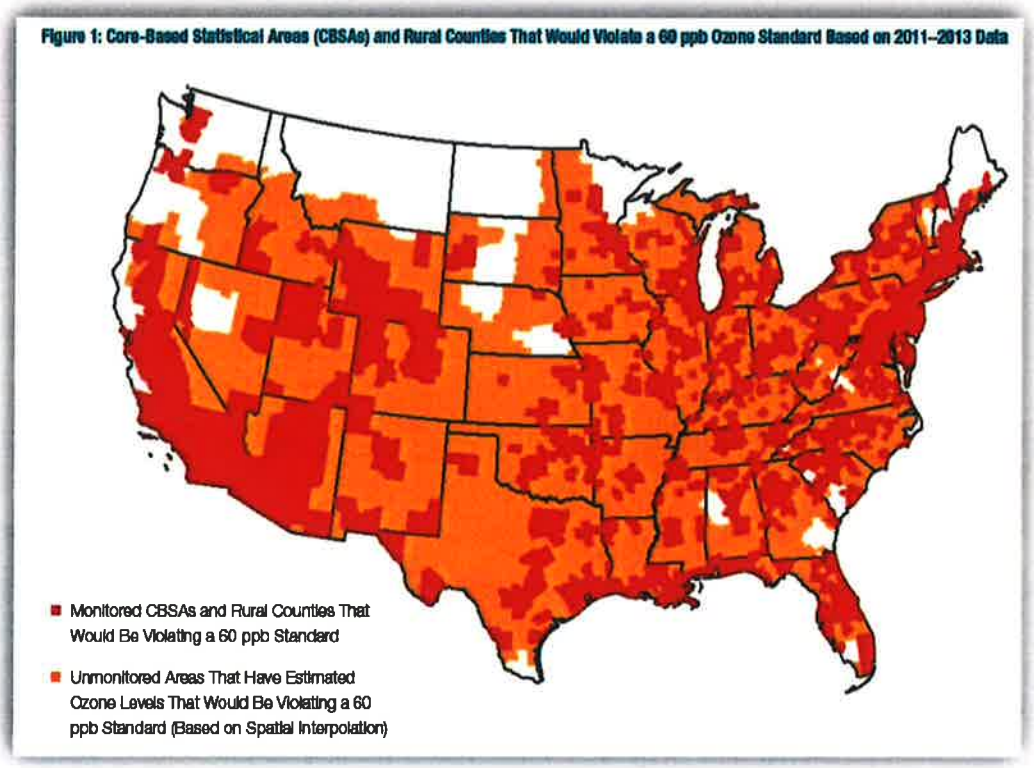


Source: U.S. Environmental Protection Agency www.epa.gov



[44] Richmond-Bryant J and Owen RC et al., Estimation of On-road $NO_2$ Concentrations, $NO_2/NO_x$ Ratios, and Related Roadway Gradients from Near-road Monitoring Data, *Air Quality, Atmosphere & Health*, January 2017.

[45] EPA: List of Extremely Hazardous Substances, www.epa.gov.

[46] U.S. Census Blocks 2010, U.S. Census Bureau, www.censes.gov; and U.S. Department of Transportation, Federal Highway Administration (FHWA), Average Annual Daily Traffic Data (AADT), www.fhwa.dot.gov.

[47] EPA, Technical Bulletin: *Nitrogen Oxides ($NO_x$), Why and How They are Controlled*, November 1999.

[48] EPA: Near Roadway Air Pollution and Health, Frequently Asked Questions EPA-420-F-14-014, www.epa.gov.

EPA estimates [49] **(Figure 3.3)** indicate all major U.S. cities and much of the country's populated areas in general would breach $O_3$ concentrations at a 60ppb (parts per billion) threshold. The current limit is just 65ppb [50] and most health and environmental experts expect the "nonattainment" limit to be lowered in the near future.

So, agencies need to be both preemptive and proactive. Most do not have adequate strategies in-place, however. [51]

### 3.3 On-Road Vehicular Emissions

**The Good News** is that vehicles are getting more efficient. Average new vehicle fuel economy for internal combustion engine (ICV) passenger cars has increased from 13 mpg in 1975 to 25 mpg today,[52] and it's expected to steadily rise to 40 mpg in the coming decade.[53] Many ICV models already exceed 35 mpg. [54]

EPA scientists and engineers at the National Vehicle and Fuel Emissions Laboratory (NVFEL) at the University of Michigan (Ann Arbor) are working closely with our automotive industry ("Detroit") to continue to improve current vehicular technology *in-use* to meet higher MPGs.

**The Bad News** is that our urban centers and accompanying vehicle ownership are growing far faster than emissions technology can pace.

America alone has seen annual new vehicle registrations nearly triple since 1975,[55] far outpacing gains in fuel efficiency. And while new energy vehicle (NEV) growth has been steady, wide adoption has been greatly limited by steep cost prohibitions, lackluster consumer enthusiasm and other constraints.[56] [57] [58] The electric vehicle (EV) market e.g., appears to be centered exclusively on the super-luxury market, with average MSRPs exceeding 67,000 USD.[59]

The National Renewable Energy Laboratory (NREL) predicts that energy demand would skyrocket by over 60% [60] from current capacity limits if EVs were widely adopted. But where would we get more electricity today, tomorrow, or even fifty years from now to meet such an enormous increase in electricity demand?



By most estimates, we'd need as many as 10 billion solar panels in the United States alone just to handle electric cars, creating substantial financial, logistic and land use issues.[61] And that, of course, assumes the panels will be able to constantly (steadily) produce the electricity we will need, while future technology actually will develop to store it. These are big "ifs".

Reasoned analysis suggests that even if such limitations for renewable energy sources are solved, in part or in whole, estimates for overhauling the country's electric grid and energy infrastructure for ***new energies*** are rounded in the ***tens*** **of trillions** USD.[62] [63] [64] So, alternative energy

[49] EPA: 2015 (update) NAAQS for Ozone, Ground-level Ozone Pollution, www.epa.gov.

[50] EPA: Fact Sheet - Overview of EPA's Updates to Air Quality Standards for Ground-level Ozone, www.epa.gov.

[51] National Association of Home Builders (NAHB), *Cities Still Miss the Mark on Ozone Standards*, September 2015.

[52] EPA: National Vehicle and Fuel Emissions Laboratory (NVFEL), www.epa.gov.

[53] EPA: Environmental Ratings on the Label, Vehicle Emissions, www.epa.gov.

[54] EPA: Office of Transportation and Air Quality (OTAQ) / National Vehicle and Fuel Emissions Laboratory NVFEL), University of Michigan, www.lsa.umich.edu.

[55] US Department of Transportation, Federal Highway Administration (FHWA), www.fwha.gov.

[56] MIT Sloan School of Management, *The Real Barriers to Electric Vehicle Adoption*, August 2017.

[57] MediaVillage, *Five Reasons Why Electric Car Sales Fail at the Dealer Level*, June 2019.

[58] Forbes, *Prediction: Auto Industry Headed for Financial Pile-up as EV Sales Disappoint*, June 2018.

[59] Edmonds, www.edmonds.com.

[60] National Renewable Energy Laboratory (NREL), www.nrel.gov.

[61] Glenn H and Ost I, www.pick-my-solar.com; Herron D, www.greentransportation.info.

[62] The Republican Study Committee, *A Greedy New Steel*, February 2019.

[63] The University of Texas at Austin Energy Institute.

[64] Stanford University, School of Earth, Energy & Environment.

sources are proving more difficult to scale, store or even afford than expected. [65] [66]

For now, GHG emissions from an EV are 50% higher than the improving fuel economy ICVs.[67] So, the need for more commercially practicable solutions today, tomorrow, and perhaps for a lot longer for vehicular emissions management are presenting themselves.

In PTI's on-gong discussions with the Federal Highway Administration's (FHWA) Environment, Air Quality, and Realty Team (which oversees CMAQ), improvements in existing transportation systems remain the highest priority and are consistent with the EPA's NVFEL view.

Any technology which promotes reduced $CO_2e$ from vehicles, including photocatalytic roads, is viewed as a *de facto* improvement or acceleration in vehicular MPG efficiency towards meeting Corporate Average Fuel Economy (CAFE) standards **(Figure 3.4)**.

**Figure 3.4 Vehicle MPG vs $CO_2e$**

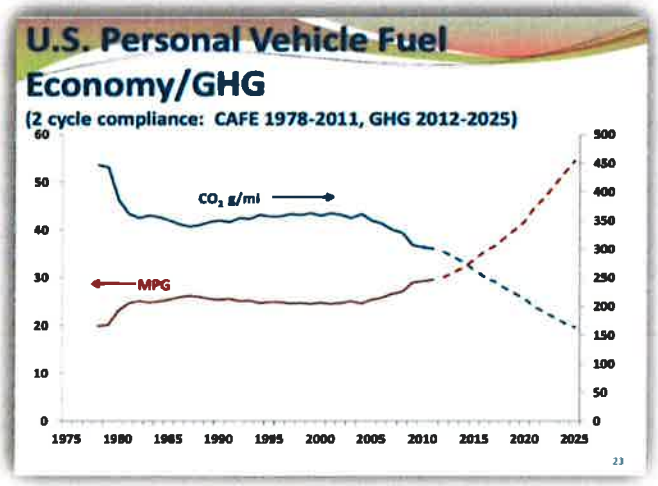


Source: EPA: National Vehicle and Fuel Emission Laboratory

The global trend to reduce pollution and energy consumption is a most critical cause, but poses unquestionable challenges (as highlighted), as numerous as they are complex for governments and industry. How we adapt products, services, and governance to play a scalable role in reducing pollution and energy consumption and our associated carbon footprint is key. These questions are becoming more urgent as legislative and environmental guidelines drive us towards more efficient energy usage, including and especially for on-road concentrations.[68]

In considering the response and beyond the immense economic costs, one must also consider consumer expectations. While most consumers are aware of the balance between the cost and environmental benefits of reduced energy consumption, many may be reluctant to accept energy-reducing products that compromise other criteria e.g., product or behavior choice or even aesthetics.



## 3.4 Surface Chemistries & Catalytic Pollution Removal Systems

The photocatalytic effect of $TiO_2$ applied to pavements and other structures can remove pollutants from the air, so that so-called **"photocatalytic pavements"** can be installed for two primary applications - air pollutant removal and heat management. And critically - without significant cost nor change to transportation infrastructure or effect on consumer choice or behavior.

Several approaches utilizing photocatalysis have been studied as methods for successfully counteracting noxious emissions.

[65] Finkler T and Hannon K, *Renewable Energy: Status and Struggles*, Stanford University.

[66] The Wharton School, University of Pennsylvania, *Can the World Run on Renewable Energy?*, April 2015.

[67] Tsinghua University, *Applied Energy* (Journal), May 2018.

[68] U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA): Corporate Average Fuel Economy (CAFE) standards, www.nhtsa.gov.

Photocatalysis or PCO is the acceleration of a photoreaction in the presence of a semiconductor. When the catalyst is activated by ultraviolet (UV) light with wavelengths less than 380nm, hydroxyl radicals and superoxide are created via band gap excitation,[69] [70] forming an electrochemical energy field (ECF) **(Drawing 3.5)**.

**Drawing 3.5 $TiO_2$ Based Photocatalysis – Band Gap Excitation**

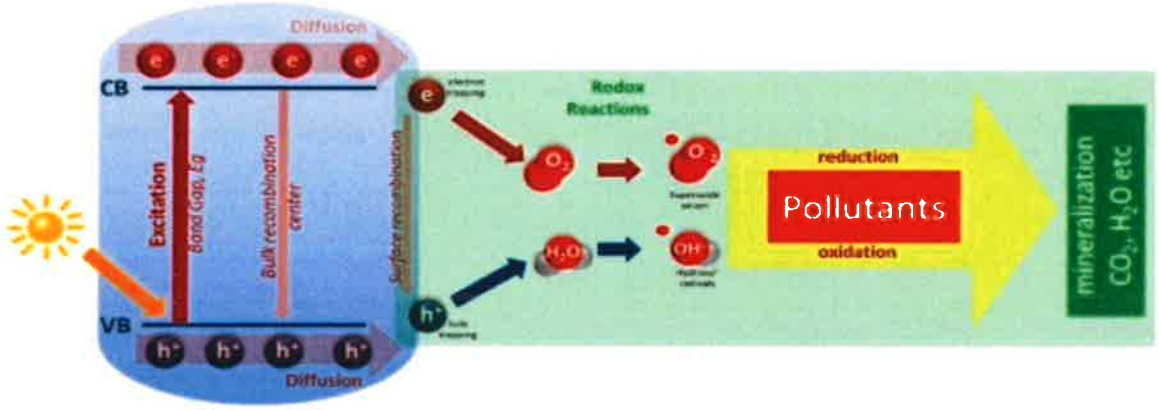


Source: Journal of Materiomics

The ECF naturally and efficiently decomposes transient molecules traveling near or through the field, including primary $O_3$ precursors such as $NO_x$ and VOCs as discussed. So, commercial photocatalyst grade $TiO_2$ <1μm (micron) is widely used as a photocatalyst material for several reasons, including as an effective pollution remediate:

- $TiO_2$ fulfills the requirements for **effective photo-activity** under the solar irradiance levels experienced on Earth
- Photoreactive $TiO_2$ is chemically **inert**; physically **stable**; **non-toxic**; **non-exhaustive**; **economical**; and widely (commercially) **available**
- $TiO_2$ has **strong oxidizing strength**, in particular at the ambient conditions near the Earth surface given that $TiO_2$'s wide band gap (minimum energy required to excite and mobilize electrons) [71] in the solid state enables it to be very efficient in the UV range of the light spectrum
- $TiO_2$ also promotes **super-hydrophilic** (i.e., water-desorbing) as well as **solar-reflectivity** (SR) advantages to building materials

$TiO_2$ hence promotes numerous advantages useful to science and engineering including de-polluting; self-cleaning; light-remitting; and heat reducing properties.

## 3.5 Solar Reflective Properties of $TiO_2$

The growth in urbanization and changing land use coupled with ever rising vehicular emissions intensifies the UHI effects in cities.

The heat-build exaggerates heat-related stresses such as $O_3$ levels and accompanying disease in humans. And though UHI intensity depends on many factors including wind speed, direction, and solar flux, the thermodynamic properties of surface materials can greatly exaggerate the temperature profiles at the local scale.

[69] Zollinger DG and Joshaghani A, *Laboratory Investigation of the Effect of TiO2*, September 2018.

[70] Binas V, et al., Modified $TiO_2$ Based Photocatalysts for Improved Air and Health Quality, *Journal of Materiomics*, November 2016.

[71] The electronic band structure of solids refers to the energy difference (in electron volts) between the top of the valence band and the bottom of the conduction band in insulators and semiconductors.

In the southeastern U.S. alone, data indicates the "hot season" now lasts one to three weeks longer than 30 years ago, exaggerating UHI. [72] Heat-builds modify the atmospheric boundary layer (ABL), impacting air flow and mixing height (creates stagnant air) in urban environments, further deteriorating local air quality. So, UHI intensity itself, is highly correlated to air pollution levels.[73]

**Drawing 3.6 How the Heat Island Effect Occurs**

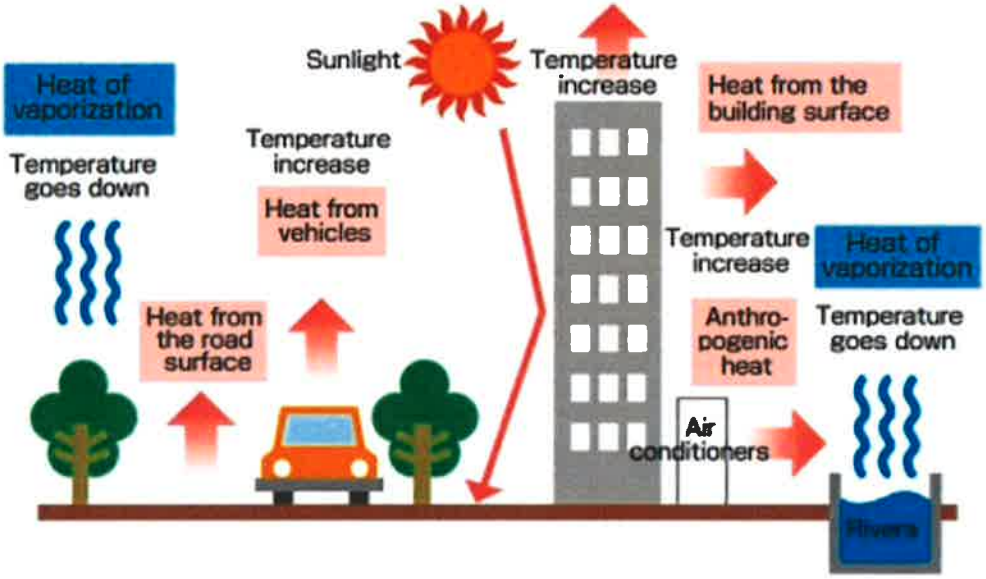


Source: Green Ribbon Toronto

Pollution-induced climate change is a circular problem and comes with other direct and indirect environmental, ecological and health impacts included in the growing phenomena now just universally described as the **Urban Heat Island** effect **(Drawing 3.6)**.

When humans are exposed to extreme or prolonged heat, many of the crippling and even deadly diseases aforementioned are exacerbated. Low-income populations and the elderly are particularly vulnerable. The EPA has estimated that for every 1.5°F rise in temperatures, net demand for electricity used for cooling/heating would increase by as much 5% or more, impacting consumer behavior and even severely limiting their choices between other essentials for living.[74]

Reduced water quality also is a factor from UHI. The extremely high temperatures of pavement structures, especially asphalt, can measurably increase the temperature of stormwater runoff, escalating additional ecological and health concerns as these warmer waters drain into sewers and eventually into lakes, rivers, ponds, and streams etc.

UHI and climate change interact in many critical and circulative ways:

- **Increased Energy Demand**
- **Increased Air Pollution and Gas Emissions**
- **Reduced Human Health and Comfort**
- **Poor Water Quality and Ecology**

[72] Florida State University, Florida Climate Center, www.climatecenter.fsu.edu.

[73] Swamy G, et al., *Urban Heat Island (UHI) Influence on Secondary Pollutant Formation in a Tropical Humid Environment*, www.PubMed.gov.

[74] EPA: Climate Change and Heat Islands, www.epa.gov.

In general, white surfaces will **reflect** as much as 75% of solar energy (strong hiding power) [75] and stay relatively ***cool***, while black surfaces will **absorb** as much as 90% and will get extremely hot, of course.[76]

Research has shown that the impact from improving the solar reflectance of urban infrastructure on UHI can range as high 100 tons $CO_2e$ per lane mile per year of pavement and a global adoption of both cool roofs and pavements could lead to a potential offset of over 40 gigatons $CO_2e$ annually.[77] [78] [79]

### Drawing 3.7 Pavement Reflectivity and Time

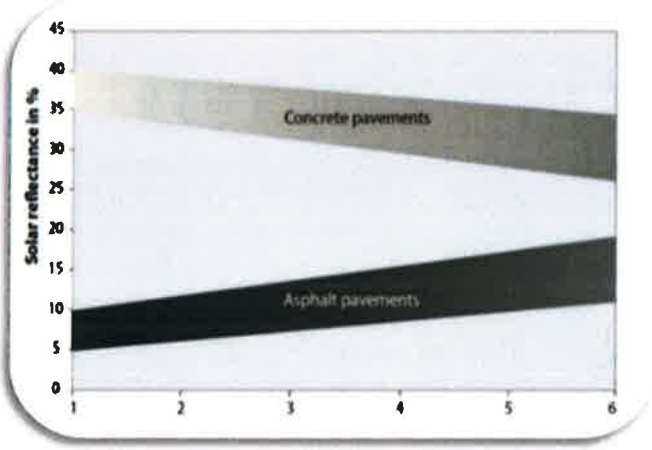


Source: EPA: Heat Island Reduction Program (HIRP)

Asphalt is a particularly good target. New asphalt, according to the EPA Heat Island Reduction Program (HIRP), has an SRI of 5 which slowly rises with age, but remains very heat-absorbing throughout its life cycle **(Drawing 3.7)**.

An SRI of 5 at 72°F would register a surface temperature of the asphalt at 140°F over 8 hours of solar irradiation, according to HIRP testing. And each 10 SRI would reduce the pavement's temperature by 7°F to 10°F.[80]
Conventional paving materials can reach peak summertime temperatures of 150°F [81] or more, transferring excess heat to the air above them and heating stormwater as it runs off the pavement into waterways, effecting watershed ecology.

Pavements in urban centers can be as much as 50% of land cover in major cities.[82] As such, pavements are a critical element in environmental planning and UHI mitigation consideration.

### Figure 3.8 Heat Shortens Pavement Life

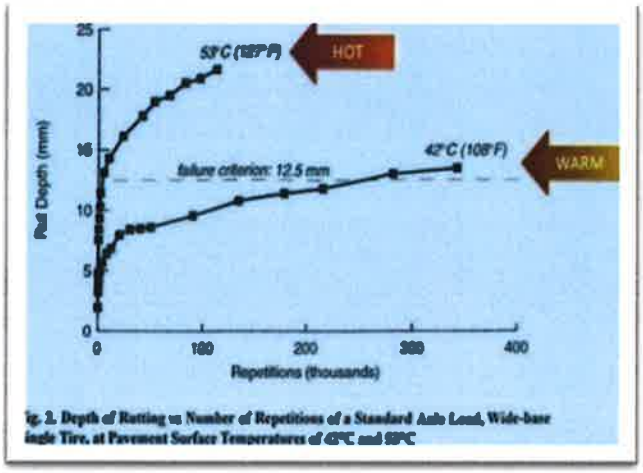


Source: EPA: Heat Island Reduction Program (HIRP)

Further, asphalt binder begins to photodegrade at 120°F,[83] with exponential damage as the temperature rises. Studies have shown that even modest improvement in asphalt temeperature can



[75] *Polymers, Light and the Science of TiO2*, DuPont™ Ti-Pure® Titanium Dioxide, DowDuPont, www.dow-dupont.com.

[76] BASF SE, www.dispersions-pigments.basf.com.

[77] Zhous a, et al., *Enhanced Solar Reflectance of Thermal Coatings through Inorganic Additives*; City University of Hong Kong; Massachusetts Institute of Technology, Hong Kong / Boston, 2016.

[78] Xu X, et al., *The Impacts of Surface Albedo on Climate and Building Energy Consumption: Review and Comparative and Comparative Analysis*, Transportation Research Board (TRB), 2016.

[79] Qin Y, Urban Canyon Albedo and Its Implication on the Use of Reflective Cool Pavements, *Energy and Buildings*, 2015.

[80] EPA HIRP, *Cool Fixes for Hot Cities*.

[81] EPA HIRP: Using Cool Pavements.

[82] Lawrence Berkeley National Laboratory, Cool Pavements, www.heatisland.lbl.gov.

[83] Hossain K and Karakas AS, *Effect of Ultraviolet Aging on Rheological Properties of Asphalt Cement*, Memorial University of Newfoundland and University of Illinois, Urbana-Champaign, June 2018.

materially extend the service life of the asset **(Figure 3.8)**.[84]

*Cooler* pavements can be created with existing paving technologies including newer approaches such as the use of coatings or spray applied penetrants with SRI reducing materials to create pavements with strong light scattering efficiency.

For example, chemical giant BASF extensively has tested paint pigments for their solar reflectance properties, in large part, to improve weatherability (UV protection). As a result, BASF has developed paint additives, utilizing photocatalyst $TiO_2$, it markets as **"paint it cool!"** pigments for solar heat management in paints; DuPont similarly.

**Figure 3.9 Solar Reflectance (%) - Treated**

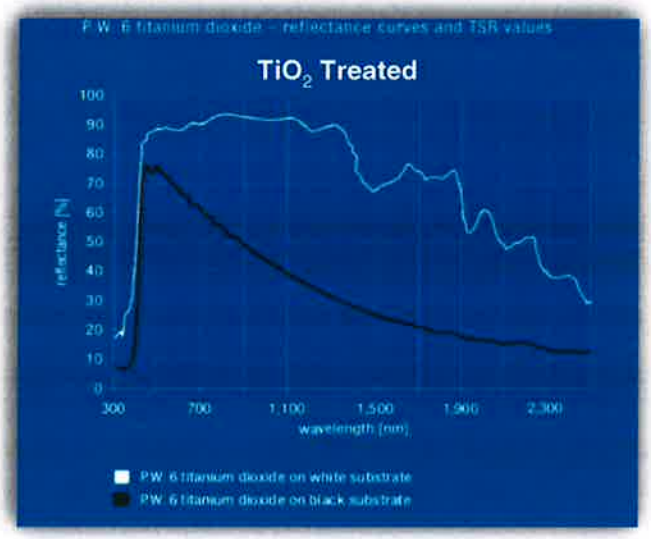


Source: BASF SE

BASF researchers tested $TiO_2$ presented in both white and black substrates **(Figure 3.9)**. When $TIO_2$ was added to a white substrate, the surface indicated roughly 90% reflectance from the UVA spectrum (315 to 400 nm in wavelength) all the way past visible light (400 to 700 nm) and even into infrared.

**Figure 3.10 Reflectance (%) - Untreated**

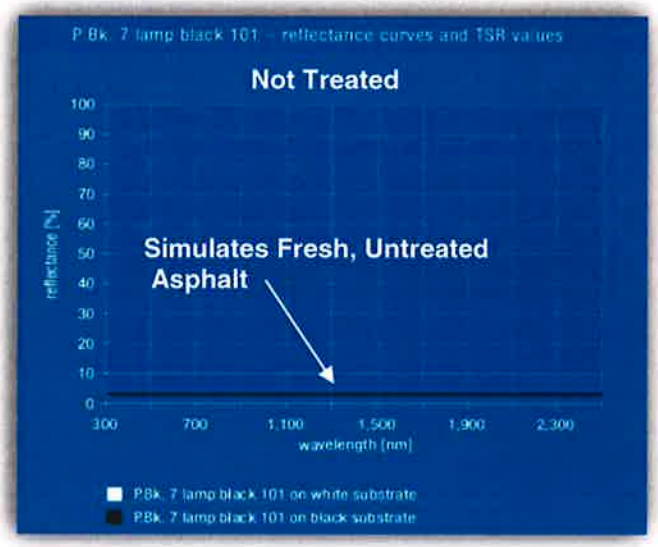


**Source: BASF SE**

For the control **(Figure 3.10)**, BASF tested black pigment against both color surfaces, which indicated only 5% reflectance, consistent with EPA HIRP testing.

But, the $TiO_2$ added to the black substrate **(back to Figure 3.9)** showed remarkable results with roughly 75% reflectance in the UVA spectrum or much higher (14x) than the control all the way through the visible spectrum (ranging 60% to 70% reflectance).[85]

**Figure 3.11 Heat-Build vs Pigment Color**

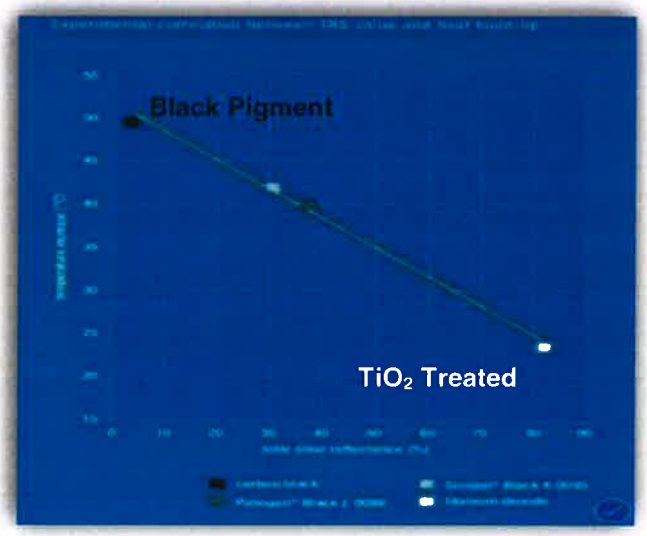


Source: BASF SE

[84] EPA HIRP: Using Cool Pavements.

[85] BASF SE.

BASF scientists also tested UHI *style* heat build-up against multiple pigments and $TiO_2$. As indicated **(Figure 3.11)**, the heat-build in black pigment was materially more than the highly reflective $TiO_2$. The black pigment, with just 5% reflectivity, accumulated more than twice the heat-build of the $TiO_2$ enhanced pigment.

Over half of the solar energy experienced at the Earth's surface falls within the UV and visible light spectrum.[86] So, these results give one a clear idea of how a $TiO_2$-bearing pavement would perform to reduce radiative forcing (RF) [87] in the ambient environment.

What can be learned from BASF's testing can be applied to $TiO_2$-bearing pavements:

Nanoparticle $TiO_2$ has high light refraction properties,[88] improving a pavement's ability to diffuse thermal loading and to lower emissivity.

Understanding heat management can play a significant role in both ecology and pavement life-cycle assessment, which impacts the evaluation and appraisal for pavements on the environment through materials, construction, use, maintenance, and end-of-life phases.

UHI specifically can play a crucial role in the **use-phase** of pavement LCAs and hence can become a major tool in a community's ability to reduce its carbon footprint without disrupting infrastructure and resident utility.[89]

Yet, cool pavement technologies are not as required (adopted) by agencies as other heat island mitigation strategies (e.g., roofs) and there is no official standard or labeling program to designate cool paving materials in highway construction practices per se. But one can project as much is coming.

Our interviews with the EPA's HIRP staff indicate strong interest in and base knowledge of photocatalytic pavement solutions.

HIRP is especially interested in solutions for asphalts that do not impugn asphalt recyclability (sustainability) as most prevailing UHI mitigation strategies (e.g., "white pavements") and common pavement preservation materials alike risk because they are **adsorbed** and themselves unsustainable.

Photocatalytic pavement solutions for asphalt such as PTI's **A.R.A.-1 Ti®** offer great promise in this regard because the penetrant replaces exact chemicals (true conservation) lost to UHI and the solution is translucent and fully **absorbed** into the substrate. This preserves *full* recyclability of the asphalt while delivering the advantaged solar reflectance properties from the photocatalyst material imbedded.



The American Society for Testing Materials (ASTM) has formed a **'cool construction materials'** subcommittee in recent years to develop standard practices for measuring, rating, and labeling cool construction materials.

The subcommittee also undertook the development of a standard practice for calculating an SRI for horizontal and low-sloped surfaces (like a road), [90] which now can and should be applied to road construction **'best practices'**.

## 3.6 Pavement Preservation and GHG Mitigation

Asphalt remains the most durable and efficient material for roadway construction, dating back to the Romans and earlier. More than 90% of our roadways are built with asphalt.[91] The manufacturing of asphalts and construction of asphalt roads, however, have a meaningful impact

[86] *Solar Radiation and the Earth's Energy Balance*, EESC Lectures Columbia University, 2007.

[87] Radiative Forcing (RF) or Climate Forcing is the difference between insolation absorbed by the Earth and energy radiated back into space.

[88] DowDuPont, www.dow-dupont.com.

[89] Killingsworth B, et al., Concrete's Role in Reducing Urban Heat Islands, *Concrete Sustainability Report*, July 2014.

[90] ASTM E1980 - 11 *Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces*.

[91] Asphalt Institute, www.asphaltinstitute.org.

on the environment, energy use and GHG emissions.

Pavement reconstruction and most forms of rehabilitation consume significant amounts of energy. From the negative RF in obtaining and processing raw materials, to mixing, transporting, and finally paving (applying), the global warming potential (GWP) of building and maintaining roads is of considerable importance to sustainable urban planning and maintenance **(Figure 3.12)**.

Employing pavement preservation requires significantly less energy than in part or whole rebuild, of course. Fog sealing, which includes molecular replacement strategies such as MRT, uses the least amount of energy per year of extended pavement life at as little as 250 BTU/yd$^2$-yr (0.4 MJ/m$^2$-yr).[92]

### Figure 3.12 $CO_2e$ Emission by Asphalt Pavement Input

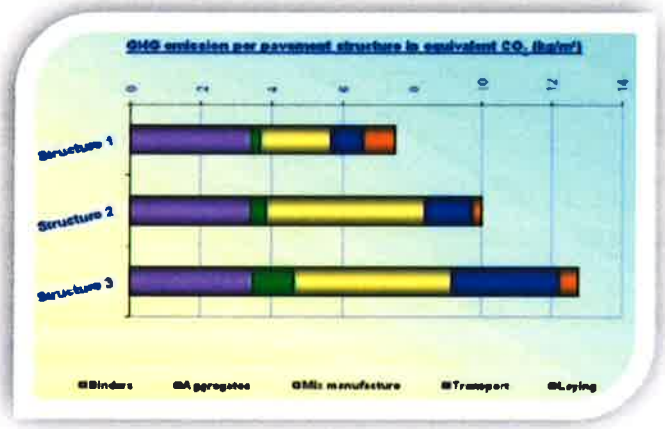


Source: Colas Group SA

Compare that to the energy consumption of a pavement **rebuild** consuming as much as 1.5 million BTUs or 200 MJ/m$^2$-yr [93] or roughly **500x the $CO_2e$** of pavement preservation strategies.

Beyond the enormous carbon footprint savings, the significant cost differential for preservation techniques over rebuilds provides returns on investment (ROI) typically exceeding 250%.[94]

One study conducted by Rutgers University [95] compared initial International Roughness Index (IRI), fuel consumption [96] and application year for pavement preservation implementation **(Figure 3.13)**. The results indicated that early pavement preservation can have a materially positive impact on $CO_2e$ reductions.[97]

### Figure 3.13 Pavement Preservation Impact on $CO_2e$ Reduction

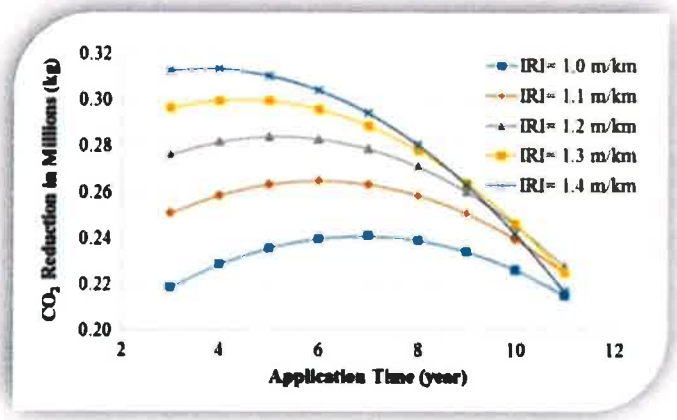


Source: Rutgers University

The implication for proactive early and recurring pavement preservation strategies clearly support significant GHG mitigation against multiple points of fossil fuel consumption causally related to our critical city infrastructure, including roadways.

## 3.7 Deterioration of Asphalt Pavements Due to Manufacturing and Environmental Factors

Asphalt pavements are vulnerable to many factors, thermal loading (excess heat) being the

[92] Chehovits J and Galehouse L, *Energy Usage and Greenhouse Gas Emissions of Pavement Preservation Processes for Asphalt Pavements, Transportation Research Board*, 2010.

[93] Chaignon F, *Pavement Preservation: What About Energy and GHG*, Colas Group SA.

[94] For Pavement Preservation (FP$^2$), www.fp2.org.

[95] Wang H, Al-Saadi I, et al., Quantifying Greenhouse Gas Emission of Asphalt Pavement Preservation at Construction and Use Stages using Life-Cycle Assessment, *International Journal of Sustainable Transportation*, January 2019.

[96] EPA: Motor Vehicle Emission Simulator (MOVES) and other Mobile Source Emission Models, www.epa.gov.

[97] Wang H, Al-Saadi I, et al.

most damaging.[98] As noted, conventional paving materials can reach peak summertime temperatures exceeding 150°F.[99] And asphalt binder begins to photodegrade (oxidizes) at 120°F,[100] with exponential damage as the temperature rises.

Excessive heat required during manufacturing, typically 300°F to 350°F[101] or higher, is especially destructive, which leads to the volatilization or rapid loss of critical molecular components of asphalt binder that are responsible for durability and ductility (plasticity). These are commonly and scientifically referred to as **"maltene fractions"**.

As much as a third of maltene molecular content may be lost during asphalt production,[102] leaving asphalts prematurely aged by the impaired binder. Maltenes are the "media" that enable asphalt binder to impart flexibility, fluidity, and adhesion properties to paved roads. They are largely responsible for the resilience of asphalts to withstand considerable environmental and traffic stresses.

Asphalts with depleted binder chemistry become embrittled, leading to cracking and raveling stress and accelerated repair and rebuild demands.

In-service, heat continues its extortionate role in depleting maltene content in asphalt binder due to the oxidative effect of irradiation (UHI), as asphalts are highly solar energy absorptive.[103] In combination, volatilization and UHI stress are the primary factors responsible for binder-centric failure of asphalt pavements and premature rebuild needs.[104]

A proven remedy for restoring damaged or aged asphalt binder to proper performance properties is to **chemically replace** the maltenes lost during manufacturing and in-service weathering through maltene replacement therapy. MRT, effectively, establishes a molecular **"second curve"** to the LCAs of asphalt pavements.

**Figure 3.14 Maltene Rejuvenator Study: Seven Year Oxidation Rate Curves in Charleston County (SC)** [105]

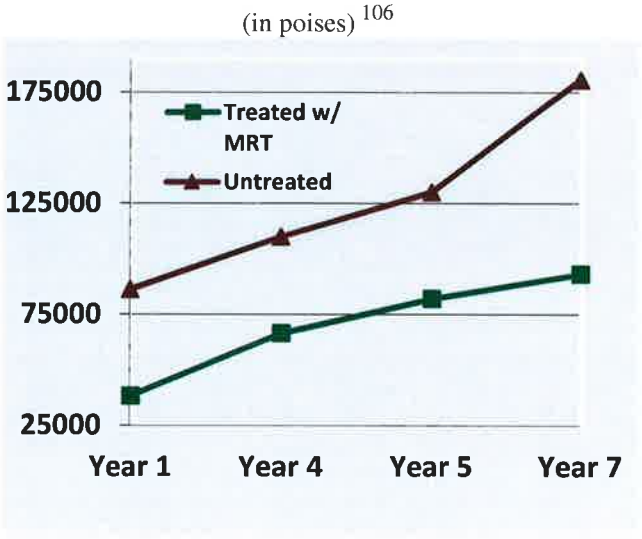


Source: Pavement Technology, Inc.; APART

**(Figure 3.14)** is an abstract from a multi-year study on asphalt pavements in Charleston County (SC) treated with Reclamite®, a petroleum maltene-based rejuvenator.



[98] Alkaissi ZA, Effect of High Temperature and Traffic Loading on Rutting Performance of Flexible Pavement, *Journal of King Saud University- Engineering Sciences*, April 2018.

[99] EPA Heat Island Reduction Program (HIRP): Using Cool Pavements to Reduce Heat Islands, www.epa.gov.

[100] Hossain K and Karakas AS, *Effect of Ultraviolet Aging on Rheological Properties of Asphalt Cement*, Memorial University of Newfoundland and University of Illinois, Urbana-Champaign, June 2018.

[101] Texas Asphalt Pavement Association, www.texasasphalt.org.

[102] U.S. Department of Transportation, Federal Highway Administration, Superpave Asphalt Mixture Design Workshop, Version 8.0, Updated January 2002 www.fhwa.dot.gov.

[103] EPA Heat Island Reduction Program (HIRP), *Cool Fixes for Hot Cities Part 2: Los Angeles*, September 2002.

[104] Lolly R, *Evaluation of Short Term Aging Effect of Hot Mix Asphalt Due to Elevated Temperatures and Extended Aging Time*, Arizona State University, May 2013.

[105] Reclamite® is a trademark of Ergon, Inc.

[106] The poise (symbol P) is the unit of dynamic viscosity (absolute viscosity) in the centimeter-gram-second system of units.

The maltene rejuvenator not only was able to reduce the initial viscosity (improve resilience) of the pavement (by over 50%), it effectively **reset the oxidation curve** for the pavement over the following seven years, dramatically extending the LCA of the pavement.

MRT has been widely tested over the past half century with consistent excellent results. The method employs delivering an emulsified penetrating compound consisting of a near-pure maltene rich petroleum resin, a compatible surfactant, and water directly into the roadway surface.

The surfactant and water help deliver the fresh maltene fractions ratably and deeply into wearing-course depth. The result is a revitalized or "rejuvenated" asphalt binder which can be tested for measurably and sustainably improved rheology, as the Charleston data proves.

MRT has shown, with repeat treatments every three to five years, to extend the life cycle of asphalt pavements by two-fold and at a fraction of the cumulative cost of repaving, reducing reliance on petroleum feedstocks and cutting energy, maintenance and replacement costs.

MRT is the asphalt pavement preservation base found in PTI's **A.R.A.-1 Ti®**.

Combining a proven pavement LCA extending technology with a photocatalytic enhancement has shown great results and synergies beneficial to multiple level $CO_2e$ reductions for pavement infrastructures.

### 3.8 Road-Level Air Quality Reference Testing

There are key unknown relationships between $NO_x$, the soluble nitrates ($HNO_3$) that result from PCO and variant atmospheric conditions.

Capturing and measuring ambient air quality in real-time is very difficult owing to the multitude of meteorological variables, including but not limited to—temperature; air speed; humidity; atmospheric pressure; precipitation; and air composition contamination related to testing area configuration and scale limitations. Roadway "breathing zone" analysis also includes traffic variables, of course.

The EPA sets strict standards for such measurement and guides industry on accepted methods and procedures, including equipment under the **Federal Reference Method (FRM)** and administered by the EPA's **Ambient Monitoring Technology Information Center (AMTIC)**.[107]

Equipment that are "designated" or meet the requirements are prohibitively expensive, with set-ups ranging in the hundreds of thousands USD. And the EPA stated protocol calls for multiple FRM level equipment used in any testing for redundancy and consistency.



The EPA "reference" requirements are supported by the Agency's computerized simulation (regression) modeling, referred to as the **Air Pollutants Exposure Model (APEX)**.[108] So, the EPA combines advanced field monitoring with very sophisticated data-driven simulation software to predict human exposure risks to anthropogenic pollution.

Additionally, the EPA believes near-road concentrations of pollutants can be 2–3 times higher than measured at nearby area-wide monitors,[109] as previously noted, making "breathing zone" identification critical in estimating human exposure to mobile-sourced criteria toxins such as $NO_x$.
Conforming to air quality monitoring and human hazard measurement under FRM is logistically difficult and economically infeasible in most circumstances, while non-conforming testing creates an unavoidable data "reference gap".

[107] EPA: Air Quality Methods – Criteria Pollutants, www.epa.gov.
[108] EPA: Human Exposure Modeling – Air Pollutants Exposure Model, www.epa.gov.
[109] EPA: Near Roadway Air Pollution and Health, Frequently Asked Questions, www.epa.gov.

The gap potentially could be mitigated through additional near-field PCO testing to promote correlative significance to non-reference air quality data collected. And this is among the on-going research initiatives with TTI, including potentially advancing future performance specifications for photocatalyst pavements.

**Drawing 3.15 Photocatalytic Disproportionation of Nitrite Gas ($NO_2$) into Nitrate ($NO_3$)**

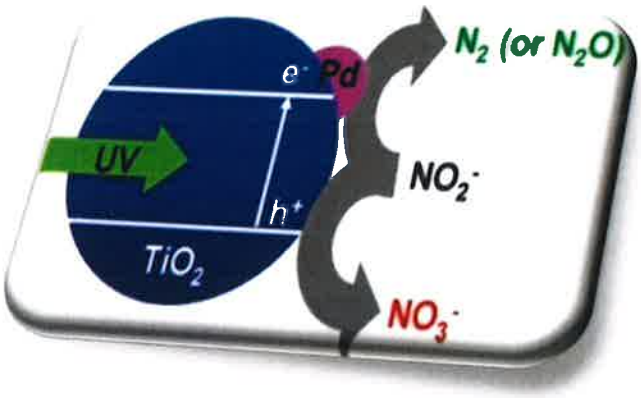


Source: Royal Society of Chemistry

One approach to promote better field data efficacy is to establish a verifiable $NO_x$ – nitrate exchange rate **("nitrite-nitrate exchange indexing")** in order to ensure more dependable field monitoring of pollution reduction sites using non-conforming sources **(Drawing 3.15)**. [110] [111]

The relationships primarily relate to the efficiency of the $NO_x$ - nitrate exchange rates under varying pollution exposure levels and air masses and movement. The objective of establishing such relationships would be to ascertain how field instrumentation would need to be properly configured in order effectively monitor and characterize the effect of the $NO_x$ - nitrate exchange process under PCO.

The **priori** under such a protocol would be:

- **Step 1: Establish the $NO_x$ - Nitrate Exchange Rates for Fixed $NO_x$ Levels**
- **Step 2: Establish the $NO_x$ - Nitrate Exchange Rates for Variable $NO_x$ Levels**
- **Step 3: Large-Scale Sample Testing to Validate Findings from 1 and 2**

The effectiveness of photocatalytic conversion on treated asphalt and concrete specimens can be tested with respect to a variation of $NO_x$ gas concentration by varying the air flow stream the gas is moving in. And against variant atmospheric conditions.

In the field, $NO_x$ reductions can be measured indirectly based on either quantifying nitrate levels observed directly throughout the testing area or by comparing the **dielectric constant** across the treated surfaces to nitrate levels observed in the laboratory on extracted cores, to determine nitrate evaporation rate and nitrate concentrations in the field.

These testing procedures could provide rapid methods for determining $NO_x$ reduction efficiency against the established NNE, which then could be compared to experimental (non FRM) air quality monitoring for correlations.

Both then would be compared against the established baseline verification [112] to draw an empirical relationship between PCO testing with a high degree of accuracy with those increasingly more developmental at scale. This would be the base pollution capture relationship used to develop a **full-scale econometric model**, to include other traffic and weather variables, for exceptionally reliable ME pollution removal efficiency predictability.

[110] Hassan M and Dylla HL et al., *Durability and Performance of Titanium Dioxide in Photocatalytic Pavements.*

[111] Wang L and Wang Q, Selective Determination of Nitrite/Nitrate Based on Photo-induced Redox Activity of Titanium Dioxide, Journal of Separation Science, August 2018.

[112] Japanese Industrial Standard (JIS) TR Z 0018 *Photocatalytic Materials – Air Purification Test Procedure.*

### 3.9 The Road of the Future is Ready

In short, human achievement, for all it is great benefits, is overwhelming *Mother Nature's* ability to self-clean our planet. This is not debatable.

Photocatalysis is a natural solution, using the immense energy of the Sun, which helps accelerate inherent, organic mechanisms for managing rising GHG inventories effecting ground-level pollution and exaggerating the impacts of heat islands and climate change.

The technology is available today and it is both scalable and economical.

# Real Science. Real Results.




www.SmogEatingRoads.com

# A.R.A.-1Ti®
# Safety Data Sheets

# SAFETY DATA SHEET

## 1. Identification

| | |
|---|---|
| **Product identifier** | **A.R.A. -1 Ti®** |
| **Other means of identification** | Not available |
| **Recommended use** | Dust control emulsion |
| **Recommended restrictions** | Follow the manufacturer's instructions. |
| **Manufacturer/Importer/Supplier/Distributor information** | |
| **Manufacturer** | |
| **Manufacturer:** | D & D Emulsions, Inc. |
| **Address:** | 270 Park Avenue East<br>P.O. Box 1706<br>Mansfield, OH 44901 |
| **24- Hour Telephone Number:** | |
| **CHEMTREC:** | 1-800-424-9300 (USA and Canada)<br>CCN794154 |

## 2. Hazard(s) identification

| | | |
|---|---|---|
| **Physical hazards** | Not classified | |
| **Health hazards** | Carcinogenicity | Category 1B |
| **Environmental hazards** | Not classified | |
| **OSHA defined hazards** | Not classified | |
| **Label elements** | | |



| | |
|---|---|
| **Signal word** | Danger |
| **Hazard statement** | May cause cancer. |
| **Prevention** | Obtain special instructions before use. Wear protective gloves/protective clothing/eye protection/face protection. Do not handle until all safety precautions have been read and understood. |
| **Response** | IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting. IF exposed or concerned: Get medical advice/attention. |
| **Storage** | Store in accordance with international regulations. Store locked up. |
| **Disposal** | Dispose of contents/container in accordance with local/regional/national/international regulations. |
| **Hazard(s) not otherwise classified (HNOC)** | None known |
| **Supplemental information** | Not applicable |

## 3. Composition/information on ingredients

**Mixtures**

| Chemical name | Common name and synonyms | CAS number | % |
|---|---|---|---|
| EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT | | 64742-11-6 | 60 - 65 |
| WATER | | 7732-18-5 | 35 - 40 |
| PROPRIETARY INGREDIENTS | | N/A | <5 |

## 4. First-aid measures

| | |
|---|---|
| **Inhalation** | Move to fresh air. Call a physician if symptoms develop or persist. |
| **Skin contact** | Wash off with soap and water. Get medical attention if irritation develops and persists. |
| **Eye contact** | Rinse with water. Get medical attention if irritation develops and persists. |
| **Ingestion** | Rinse mouth. Do not induce vomiting without advise from poison control center. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. |

| | |
|---|---|
| **Most important symptoms /effects, acute and delayed** | Direct contact with eyes may cause temporary irritation. |
| **Indication of immediate medical attention and special treatment needed** | Treat symptomatically. |
| **General information** | Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. |

## 5. Fire-fighting measures

| | |
|---|---|
| **Suitable extinguishing media** | Water fog. Foam. Dry chemical powder. Dry chemicals. Carbon dioxide (CO2). |
| **Unsuitable extinguishing media** | Do not use water jet as an extinguisher, as this will spread the fire. |
| **Specific hazards arising from the chemical** | During fire, gases hazardous to health may be formed. |
| **Special protective equipment and precautions for firefighters** | Self-contained breathing apparatus and full protective clothing must be worn in case of fire. |
| **Fire-fighting equipment/ instructions** | Cool containers exposed to heat with water spray and remove container, if no risk is involved. |
| **Specific methods** | Use standard firefighting procedures and consider the hazards of other involved materials. |

## 6. Accidental release measures

| | |
|---|---|
| **Personal precautions, protective equipment and emergency procedures** | Keep unnecessary personnel away. For personal protection, see section 8 of the SDS. |
| **Methods and materials for containment and cleaning up** | Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.<br>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.<br>Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. |
| **Environmental precautions** | Avoid discharge into drains, water sources or onto the ground. |

## 7. Handling and storage

| | |
|---|---|
| **Precautions for safe handling** | Avoid prolonged or repeated contact with skin. Avoid prolonged exposure. Use only in well- ventilated areas. |
| **Conditions for safe storage, including any incompatibilities** | Keep away from heat and sources of ignition. Store in original tightly closed container. Store away from incompatible materials (see section 10 of the SDS). |

## 8. Exposure controls/personal protection

**Occupational exposure limits**

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CRF 1910.1000)**

| Components | Type | Value | Form |
|---|---|---|---|
| EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT (CAS 64742-11-6) | PEL | 5 mg/m3 | Mist. |

**US. NIOSH: Pocket Guide to Chemical Hazards**

| Components | Type | Value | Form |
|---|---|---|---|
| EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT (CAS 64742-11-6) | STEL | 10 mg/m3 | Mist. |
| | TWA | 5 mg/m3 | Mist. |

**Biological limit values** No biological exposure limits noted for the ingredient(s).

| | |
|---|---|
| **Appropriate engineering controls** | Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. |
| **Individual protection measures, such as personal protective equipment** | |
| **Eye/face protection** | Wear safety glasses with side shields (or goggles). |
| **Hand protection** | Wear protective gloves. |
| **Skin protection** | |
| **Other** | Wear appropriate chemical resistant clothing. |
| **Respiratory protection** | Not available |
| **Thermal hazards** | Wear appropriate thermal protective clothing, when necessary. |
| **General hygiene considerations** | Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. |

## 9. Physical and chemical properties

| | |
|---|---|
| **Appearance** | Opaque Liquid |
| **Physical state** | Liquid |
| **Form** | Liquid |
| **Color** | Yellow |
| **Odor** | Mild Odor |
| **Odor threshold** | Not available |
| **pH** | 4.5 – 7.2 |
| **Melting point/freezing point** | Not available |
| **Initial boiling point and boiling range** | > 212 °F ( > 100 °C ) estimated |
| **Flash point** | Not available |
| **Evaporation rate** | < 1 |
| **Flammability (solid, gas)** | Not available |
| **Upper/lower flammability or explosive limits** | |
| **Flammability limit – lower ( % )** | Not available |
| **Flammability limit - upper ( % )** | Not available |
| **Explosive limit – lower ( % )** | Not available |
| **Explosive limit – upper ( % )** | Not available |
| **Vapor pressure** | Not available |
| **Vapor density** | Not available |
| **Relative density** | 1 g/cm3 |
| **Solubility (ies)** | |
| **Solubility (water)** | Readily Dispersible |
| **Partition coefficient (n-octanol/water)** | Not available |
| **Auto-ignition temperature** | 500 °F ( 260 °C ) estimated |
| **Decomposition temperature** | Not available |
| **Viscosity** | Not available |
| **Other information** | |
| **Percent volatile** | 37.5 % estimated<br>< 2 % |
| **VOC (Weight %)** | 2.5 % estimated |

## 10. Stability and reactivity

| | |
|---|---|
| **Reactivity** | The product is stable and non-reactive under normal conditions of use, storage and transport. |
| **Chemical stability** | Material is stable under normal conditions. |

| | |
|---|---|
| **Possibility of hazardous reactions** | No dangerous reaction known under conditions of normal use. |
| **Conditions to avoid** | Avoid temperatures exceeding the flash point. Contact with incompatible materials. |
| **Incompatible materials** | Strong oxidizing agents. |
| **Hazardous decomposition products** | No hazardous decomposition products are known. |

## 11. Toxicological information

| | |
|---|---|
| **Information on likely routes of exposure** | |
| **Ingestion** | Expected to be a low ingestion hazard. |
| **Inhalation** | Prolonged inhalation may be harmful. |
| **Skin contact** | No adverse effects due to skin contact are expected. |
| **Eye contact** | Direct contact with eyes may cause temporary irritation. |
| **Symptoms related to the physical, chemical and toxicological characteristics** | Direct contact with eyes may cause temporary irritation. |
| **Information on toxicological effects** | |
| **Acute toxicity** | Not available |
| **Skin corrosion/irritation** | Prolonged skin contact may cause temporary irritation. |
| **Serious eye damage/eye irritation** | Direct contact with eyes may cause temporary irritation. |
| **Respiratory or skin sensitization** | |
| **Respiratory sensitization** | Not available |
| **Skin sensitization** | This product is not expected to cause skin sensitization. |
| **Germ cell mutagenicity** | No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic. |
| **Carcinogenicity** | Contains a substance/a group of substances which may cause cancer. Contains polycyclic aromatic compounds (PACs). Prolonged and/or repeated skin contact with certain PACs has been shown to cause skin cancer. Prolonged and/or repeated exposures by inhalation of certain PACs may also cause cancer of the lung and of other sites of the body. |

### US. OSHA Specifically Regulated Substances (29 CRF 1910.1001-1050)

Not Listed

| | |
|---|---|
| **Reproductive toxicity** | This product is not expected to cause reproductive or developmental effects. |
| **Specific target organ toxicity - single exposure** | Not classified |
| **Specific target organ toxicity - repeated exposure** | Not classified |
| **Aspiration hazard** | Not available |
| **Chronic effects** | Prolonged inhalation may be harmful. |

## 12. Ecological information

| | |
|---|---|
| **Ecotoxicity** | The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. |
| **Persistence and degradability** | No data is available on the degradability of this product. |
| **Bioaccumulative potential** | No data available |
| **Mobility in soil** | No data available |
| **Other adverse effects** | No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component. |

## 13. Disposal considerations

| | |
|---|---|
| **Disposal instructions** | Collect and reclaim or dispose in sealed containers at licensed waste disposal site. |
| **Local disposal regulations** | Dispose in accordance with all applicable regulations. |
| **Hazardous waste code** | The waste code should be assigned in discussion between the user, the producer and the waste disposal company. |
| **Waste from residues/unused products** | Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions) |

**Contaminated packaging** Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

## 14. Transport information

**DOT**

Not regulated as dangerous goods.

**IATA**

Not regulated as dangerous goods.

**IMDG**

Not regulated as dangerous goods.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not available

## 15. Regulatory information

**US federal regulations** All components are on the U.S. EPA TSCA Inventory list.

**TSCA Section 12 ( b ) Export Notification (40 CRF 707, Subpt. D)**

Not regulated

**CERCLA Hazardous Substance List (40 CRF 302.4)**

Not listed

**US. OSHA Specifically Regulated Substances (29 CRF 1910.1001-1050)**

Not listed

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**Hazard categories**

Immediate Hazard – No
Delayed Hazard – Yes
Fire Hazard – No
Pressure Hazard – No
Reactivity Hazard – No

**SARA 302 Extremely hazardous substance**

Not listed

**SARA 311/312 Hazardous chemical** No

**SARA 313 (TRI reporting)**

Not regulated

**Other federal regulations**

**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) list**

Not regulated

**Clean Air Act (CAA) Section 112 ( r ) Accidental Release Prevention (40 CRF 68.130)**

Not regulated

**Safe Drinking Water Act (SDWA)** Not regulated

**US state regulations** WARNING: This product contains a chemical known to the State of California to cause cancer.

**US. Massachusetts RTK – Substance List**

EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT (CAS 64742-11-6)

**US. New Jersey Worker and Community Right-to-Know Act**

Not regulated

**US. Pennsylvania RTK – Hazardous Substances**

EXTRACTS (PETROLEUM), HEAVY NAPHTHENIC DISTILLATE SOLVENT (CAS 64742-11-6)

**US. Rhode Island RTK**

Not regulated

**US. California Proposition 65**

WARNING: This product contains a chemical known to the State of California to cause cancer.

**International Inventories**

| Country (s) or region | Inventory name | On inventory ( yes / no)* |
|---|---|---|
| Australia | Australian Inventory of Chemical Substances (AICS) | Yes |
| Canada | Domestic Substances List (DSL) | Yes |
| Canada | Non-Domestic Substances List (NDSL) | No |
| China | Inventory of Existing Chemical Substances in China (IECSC) | Yes |
| Europe | European Inventory of Existing Commercial Chemical Substances (EINECS) | Yes |
| Europe | European List of Notified Chemical Substances (ELINCS) | No |
| Japan | Inventory of Existing and New Chemical Substances (ENCS) | No |
| Korea | Existing Chemicals List (ECL) | Yes |
| New Zealand | New Zealand Inventory | Yes |
| Philippines | Philippine Inventory of Chemicals and Chemical Substances (PICCS) | Yes |
| United States & Puerto Rico | Toxic Substances Control Act (TSCA) Inventory | Yes |

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from this listing on the inventory administered by the governing country(s).

## 16. Other information, including date of preparation or last revision

**Issue date** 10-31-2014

**Version #** 01

**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

# Florida State Certificate

# State of Florida
# Department of State

I certify from the records of this office that PAVEMENT TECHNOLOGY, INC. is an Ohio corporation authorized to transact business in the State of Florida, qualified on November 26, 1986.

The document number of this corporation is P12308.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 21, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of February, 2019*



Secretary of State

**Tracking Number: 1924710495CC**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

# Corporate Resolution

**Pavement Technology, Inc.**

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

# CORPORATE RESOLUTION

Pavement Technology, Inc.

I hereby certify that I am the Founder and President of PavementTechnology, Inc., a corporation duly organized and existing under the laws of the State of Ohio; that on this 2nd day of January, 2007, the board of directors of said Corporation authorized and approved the Secretary/Treasurer of said corporation to execute any proposals and contracts for and in behalf of said corporation; that said authority is not contrary to any provision in the articles of incorporation or code of regulations or code of bylaws of said corporation; that said authority has not been rescinded or modified and that Susan J. Durante is the duly elected and acting Secretary/Treasurer of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 2nd day of January, 2007.

Colin M. Durante, President

# EXHIBIT “C”

# (Front-End Documents/Instructions to Bidders)

1. Defined Terms:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 BIDDER: One who submits a Bid directly to CITY, as distinct from a sub-Bidder, who submits a bid to a BIDDER

1.2 CITY REP: City of Plantation, Procurement Agent

1.3 CITY: The City of Plantation, a Florida municipal corporation

1.4 CONTRACTOR: The BIDDER with whom CITY enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

2. Copies of Bidding Documents:

2.1 Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither CITY nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. Qualifications of Bidders:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said CITY, or who is deemed irresponsible or unreliable by CITY. The CITY shall have no liability to any Successful BIDDER unless and until the CITY executes a contract with such Successful BIDDER.

CITY shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all CITY's expectations with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

4. Examination of Bid Documents and Site:

4.1 Before submitting a Bid, each BIDDER(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

4.2 BIDDERS should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. CITY will make copies of such surveys and reports, which are not bound into these documents, available to any BIDDER requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.

4.3 The submission of a Bid will constitute an incontrovertible representation by the BIDDER that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to CITY and CITY REP by owners of such Underground Facilities or others, and neither CITY nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.

4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the CONTRACTOR certain specified technical data. These (as well as other documents) should be reviewed.

4.6 Before submitting a Bid, each BIDDER will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which BIDDER deems necessary to determine their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

4.7 On request in advance, CITY will provide each BIDDER access to the site to conduct explorations and tests as each BIDDER deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda and posted to the Demand Star website by CITY'S Procurement Department. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the CITY. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

6. Subcontractors, Suppliers and Others:

6.1 CITY requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to CITY in advance of the Notice of Award the apparent Successful BIDDER. Any other BIDDER requested by City in writing will, within seven (7) calendar days, submit to CITY a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.

6.2 If CITY or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent Successful BIDDER declines to make any such substitution, CITY may award the contract to the next lowest BIDDER whose bid is determined to be the most advantageous to the CITY taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION

TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The BIDDER declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any BIDDER.

6.3 No BIDDER shall be required to employ any Subcontractor, other person or organization against whom BIDDER has reasonable objection.

7. Bid Form:

7.1 The Bid Form is included with the Solicitation Documents.

7.2 All blanks on the Bid Forms must be completed in ink or be typed. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.

7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.

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

7.5 All names must be typed or printed below the signature. The signer shall date all signatures.

7.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

7.7 The address and telephone number for communications regarding the Bid must be shown.

8. SUBMISSION OF BIDS:

8.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders.

8.2 All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at:

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

Bids will not be considered and cannot be entered online after the above referenced date.

8.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any BIDDERS is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the BIDDER, the Bids of participants in such collusion will not be considered.

9. Modification and Withdrawal of Bids:

9.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

9.2 If within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed, written notice with CITY and promptly thereafter demonstrates to the reasonable satisfaction of CITY that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Bid Documents.

10. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

11. Bids to Remain Subject to Acceptance:

11.1 All bids MAY remain subject to acceptance for ninety (90) days after the day of the Bid opening, but CITY may, in its sole discretion, release any Bid and return any Bid security prior to that date.

11.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between CITY, the Successful BIDDER, and the surety, if any, for the Successful BIDDER.

12. Award of Contract:

12.1 CITY reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, CITY reserves the right to reject the Bid of any BIDDER if CITY believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12.2 CITY may conduct such investigations as CITY deems necessary to assist in the evaluation of any BIDDER and to establish the responsibility, reputation, work load, qualifications and financial ability of BIDDER, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to CITY's satisfaction within the prescribed time.

12.3 The CITY shall not be obligated to any BIDDER to enter into a contract with the BIDDER despite the CITY governing body prospectively awarding the contract to a successful BIDDER. The CITY shall be obligated to any Bidder for the project if and only if the CITY enters into a contract for the project with the Bidder, and further, no action will lie against the CITY to compel CITY to execute any such contract, or to recover from the CITY any damages, costs, lost profits, expenses, etc., that BIDDER may incur if the CITY chooses not to sign such contract. By bidding on this project, all BIDDERS acknowledge and agree that no enforceable contractual relationship arises until the CITY signs the contract, and that no action shall lie to require CITY to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the CITY not signing such contract.

12.4 If the contract is to be awarded, CITY will give the Successful BIDDER a Notice of Award.

12.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

13. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

14. Insurance Requirements:

All Bond and Insurance requirements are described in a separate document included with this solicitation (if applicable).

15. Equal Employment Opportunity Clause

City of Plantation, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all BIDDERS that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

16. Regulations

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

17. Fiscal Non-Funding Clause

In the event sufficient funds are not budgeted for a new fiscal period, the CITY shall notify the successful BIDDER of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the CITY.

18. Amendment

The awarded BIDDER understands and agrees the contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into the Contract.

19. Assignment

The awarded BIDDER shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the CITY except that claims for the money due or to become due the awarded BIDDER from the CITY under this Contract may be assigned to a financial institution or to a trustee in Bankruptcy without such

approval from the CITY. Notice of such transfer or assignment due to Bankruptcy shall be promptly given to the CITY.

20. Cone of Silence:

Once the Solicitation has been issued, a Cone of Silence will be implemented. At that time communication with the CITY is limited to Deidre Bain, Procurement Agent (email address: DBain@plantation.org). During the solicitation advertising, review and evaluation process no person shall make any private or separate delivery of marketing information concerning any BIDDER to any elected officers of the CITY, members of the CITY staff or members of the Evaluation Committee.

Cone of Silence shall terminate at the time the CITY makes an award to a BIDDERS(S) that becomes final as a result of no procurement protest being filed or takes other action that ends this solicitation.

Any action of a BIDDER in violation of this may be cause for disqualification of the BIDDER.

21. Alternative Products:

When bidding on an Alternative Product "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains. All deviations from the specifications must be noted in detail by the BIDDER. Any deviation from the specifications as written and accepted by the CITY may be grounds for rejection of the material and/or equipment when delivered.

22. Equal Product:

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

END OF DOCUMENT

# EXHIBIT “D”

# (Insurance Requirements)

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies.
City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS** Susan Durante, Secretary/Treasurer

**CONTRACTOR** Colin Durante, President

January 9, 2023
**DATE**

**CITY OF PLANTATION**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2023

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

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

**PRODUCER**
McGowan & Company, Inc.
20595 Lorain Rd
Fairview Park OH 44126

**CONTACT NAME:** Frances Lyons
**PHONE (A/C, No, Ext):** 440.895.4359 **FAX (A/C, No):** 440-333-3214
**E-MAIL ADDRESS:** flyons@mcgowaninsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Property Casualty Co of America | 36161 |
| INSURER B : Phoenix Insurance Company | 25623 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** PAVETEC-01
Pavement Technology, Inc
24144 Detroit Rd
Westlake OH 44145

**COVERAGES** **CERTIFICATE NUMBER:** 1758485299 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | DTCO324N6425 | 3/1/2023 | 3/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | Y | 8108L678293 | 3/1/2023 | 3/1/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | Y | Y | CUP2J391570 | 3/1/2023 | 3/1/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | UB0K349145 | 3/1/2023 | 3/1/2024 | PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Project: Asphalt Rejuvenation Project – Term Contract Agreement No. 072-22
The City of Plantation is included as an additional insured with respects to the General Liability and Automobile Liability when required by written contract. Waiver of Subrogation is included in favor of the additional insured where permissible by state law when required by written contract. 10 day notice of cancellation for non-payment of premium, 30 day notice for all other reasons applies.

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73 Avenue
Plantation FL 33317

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

**AUTHORIZED REPRESENTATIVE**

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# EXHIBIT “E”

(Unit prices identified and agreed to under this Agreement)

# BID FORM (REVISED)

Bidding Company's Name: Pavement Technology, Inc.

Address: 24144 Detroit Road, Westlake, OH 44145

Phone: 440-892-1895

Email: dcancelliere@pavetechinc.com

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

SOLICITATION NAME: Asphalt Rejuvenation Project – Term Contract
ITB No. 072-22
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned BIDDER proposes and agrees if this bid is accepted, to enter an agreement with the CITY to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation. This bid will remain open for ninety (90) days after the day of Bid Opening.

A. BIDDER has examined copies of all the Contract Documents and of the following Addenda: (if any addenda have been issued)

| DATE: | ADDENDA NUMBER: |
|---|---|
| [ ]11/18/22 | [1 ] |
| [ ]12/14/22 | [2 ] |
| [ ]12/21/22 | [3 ] |

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

B. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over CITY.

C. BIDDER shall complete/furnish the work/equipment for the following price. It is the CITY'S intent to award a contract to the lowest, responsive, and responsible BIDDER for Base Bid A or Base Bid B.

# BID FORM (REVISED)

TOTAL BASE BID AMOUNT:

**BASE BID A**

| Description | Per SQ YD Cost | Total Cost |
|---|---|---|
| **Standard Specification – Reclamite** Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied. | $ 1.21 SY<br>One dollar & twenty-one cents per sq. yd. | $ 744,150.00 |

**BASE BID B**

| Description | Per SQ YD Cost | Total Cost |
|---|---|---|
| **Bid Alternate #1** Approximately 615,000 square yards annually construction sealing with asphalt-rejuvenating agent furnished and applied. | $ 2.49 SY<br>Two dollars & forty-nine cents per sq. yd. | $1,531,350.00 |

***The City reserves the right to award either Base Bid A or Base Bid B**
***Prices shall remain firm for ninety (90) days.**

Safety Data Sheets enclosed? Yes ✓ No____

Specification Sheets/Brochures? Yes ✓ No____

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

The undersigned also agrees as follows:

To do any extra work not covered by the foregoing Schedule of Price which may be ordered by the CITY, and to accept as full compensation therefore, such prices may be agreed upon in writing by the CITY and

the BIDDER SUBMITTED ON 1/9 20 23

SIGNATURE OF BIDDER: Colin Durante

PRINT NAME: Colin Durante

TITLE (if any): President

ADDRESS: 24144 Detroit Road, Westlake, OH 44145
Incorporated under the laws of the State of Florida.

# EXHIBIT “F”

(General Terms and Conditions)

## A. Warranty

The Contractor warrants to the City that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the City; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the applicable standard construction details and requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty shall be for a period of one (1) year from acceptance by the City and excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

## B. Safety Precautions and Programs

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement.

2. In the event the Contractor encounters on the Project site any material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the City in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the City and Contractor.

3. The Contractor shall not be required to work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

## C. Safety of Persons and Property

1. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

    a. employees at the Project site and other persons who may be affected thereby;

    b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subsubcontractors; and

    c. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction

2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.

3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the City or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

6. When applicable, the Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City and Consultant.

7. The Contractor shall not load or permit any part of the construction site to be loaded so as to endanger its safety.

## D. Uncovering of Work

1. If a portion of the Work is covered contrary to the City's request, it must, if required in writing by the City, be uncovered for the City's inspection and be replaced at the Contractor's expense.

## E. Correction of Work

1. The Contactor shall promptly, in a technically appropriate time period, correct Work rejected by the City or failing to conform to the applicable standard detail requirements. The Contactor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the City services and expenses made necessary thereby.

2. If, within one year after the date of completion of the Work, any of the Work is found to be not in accordance with the standard detail requirements or to have failed, the Contractor shall

correct it promptly, in a technically appropriate time period, after receipt of written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall give such notice after discovery of the condition.

3. The Contractor shall remove from the work/project site portions of the Work that are not in accordance with the Work requirements and are neither corrected by the Contractor nor accepted by the City.

4. If the Contractor fails to correct nonconforming Work within a reasonable time, the City may correct it at the Contractor's expense. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the City, the City may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the City may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the City's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the Work requirements.

## F. Cleaning Up

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by Work operations. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

2. If the Contractor fails to clean up as directed, the City may do so and the cost thereof shall be charged to the Contractor.

3. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.

4. The Work Site includes the immediate area of the Site, ingress and egress routes through City's property (City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the City's adjacent property. The Contractor is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the City provides the means to clean or remove such debris or spillage from ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the City.

5. IF requested by the City, temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur within 24 hours that work has been completed within the disturbed area.

6. Permanent restoration of paved areas shall not occur prior to repairs being completed, tested for leaks, the construction within the disturbed pavement area has been completed, and inspections approved; but not later than 10 working days after completion of these items. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

7. If directed by the City, all other areas disturbed by the Work shall be restored, within 10 working days of completion of construction at the Contractor's expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

## G. Project Closeout

1. When Contractor considers the Work to be completed at the end of each Work assignment, Contractor shall submit written certification to the City that the Work is completed and ready for final inspection. Include the following:

    a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

    b. Submit an updated final statement, accounting for final additional changes to the amount approved for the completed Work assignment.

## H. Final Cleaning

1. Remove any temporary protection and facilities installed for protection of the work area or equipment during general electrical repair work.

2. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.

3. Where extra materials of value remaining after completion of associated Work have become the City's property, arrange for disposition of these materials as directed.

## I. Changes in Quantities

1. The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.

## J. Permits, Fees and Notices (If Applicable)

1. Permit fees required by the Work shall be eligible for reimbursement by the City to the Contractor upon presentation of receipts by the Contractor.

2. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

## K. Public Construction Bond(s)

1. Contractor may be required to ensure a Public Construction Bond equal to one hundred (100) percent of the authorized work. The unit pricing provided by the Contractor in the bid form shall include the bonding cost. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company.

## L. Completion of Work:

1. The Work shall be performed on an as needed basis and completed within the time frames established by the City and the Contractor over the life of the Agreement.

## M. Contractor Services and Responsibilities

1. The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

2. Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, startup and proper completion of the Work.

   Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

3. The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

4. The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

5. If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

6. The Contractor shall correct Work which does not conform to the Bid Documents.

7. Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

8. The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

9. The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.

10. The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project site the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

11. The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

12. The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

13. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

14. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

15. Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

16. Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if City makes reasonable objection to such change.

17. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other

persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

18. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

**N.** **Risk of Loss; Title:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

**O.** **Use of Premises**: Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises. During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**P.** **Access to Work**: Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

**Q.** **Survival of Obligations**: All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

**R. Work by City or City's Contractors**

1. The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

2. The Contractor shall afford the City's separate contractors' reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.

3. Costs caused by defective or ill-timed Work shall be borne by the party responsible.

END OF SECTION

# EXHIBIT “G”

(Addendums)

**OFFICE OF THE MAYOR**
Lynn Stoner
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
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**CITY COUNCIL**
Erik Anderson, President
Jennifer Andreu, President Pro Tem
Timothy J. Fadgen
Denise Horland
Nick Sortal

**ADDENDUM NO. 1**

**ITB No. 072-22**

**Asphalt Rejuvenation Project – Term Contract**

**DATE OF ADDENDUM: November 18, 2022**

**TO ALL PROSPECTIVE BIDDERS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 072-22.

**Questions and Answers**

**Question No. 1** - On page 14, paragraph 2, it states that the initial contract term is two years, with three optional one-year renewal terms, but on page 64, it states that the initial term is for one year, with four optional one-year renewal periods. Can you please tell me which is correct?

**Response No. 1** – A two-year initial contract term with renewal options for an additional three one-year terms.

**Question No. 2** - Also, page 4, the second paragraph describes elevator work. I know that was just left in by mistake, if you could please confirm?

**Response No. 2** – Please disregard that paragraph and refer to the scope beginning on page 14 for a description of work to be performed under this project.

Bids **must** be submitted on or before **January 10, 2023 11:00 A.M**. Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for ITB No. 072-22.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Pavement Technology, Inc.

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

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**CITY COUNCIL**
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Erik Anderson
Denise Horland
Louis Reinstien

**ADDENDUM NO. 2**

**ITB No. 072-22**

**Asphalt Rejuvenation Project – Term Contract**

**DATE OF ADDENDUM: December 14, 2022**

**TO ALL PROSPECTIVE BIDDERS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 072-22.

**Questions and Answers**

**Question No. 1** - The previous contract used by the City was on the South Florida Purchasing Cooperative, will this contract similarly allow for other agencies to piggyback by adding language to that end?

**Response No. 1** – The City will allow for other agencies to piggyback by excluding language in the contract that may prohibit it.

**Question No. 2** - With the extreme volatility of petroleum-based materials, longer term contracts around the state have added escalation clauses (such as the Producer Price Index or the FDOT Fuel and Bituminous Average Price Index). Would the City of Plantation consider adding such a clause to this contract?

**Response No. 2** – Please make the appropriate assumptions for the initial term of the contract. After the initial term, the City will consider the aforementioned escalation clauses.

Bids **must** be submitted on or before **January 10, 2023 11:00 A.M.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for ITB No. 072-22.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Pavement Technology, Inc.

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

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**CITY COUNCIL**
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Erik Anderson
Denise Horland
Louis Reinstien

**ADDENDUM NO. 3**

**ITB No. 072-22**

**Asphalt Rejuvenation Project – Term Contract**

**DATE OF ADDENDUM: December 21, 2022**

**TO ALL PROSPECTIVE BIDDERS:**

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 072-22.

**Changes**

**Please see the attached revised bid form.**

**Questions and Answers**

**Question No. 1** - On page 53, the checklist lists "Federal Funding Requirements" as a submitted form, but that won't apply, correct?

**Response No. 1 –** Please disregard this checklist item as it does not apply.

**Question No. 2** - If we are submitting a price for the standard spec product, Reclamite®, and we are also providing pricing for an alternate product, then would the Grand Total be those two totals added together, or would the Grand Total be the total amount for the standard spec product?

**Response No. 2 –** Please see the attached revised bid form.

**Question No. 3** - In regard to the Base Bid Total on page 53: Is this the total for the standard spec product plus the total for the alternate product, added together, or if it would be the total for the standard spec product, only?

**Response No. 3 –** Please provide two different totals and make a clear distinction between the standard and alternate bid price.

Bids **must** be submitted on or before **January 10, 2023 11:00 A.M.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for ITB No. 072-22.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Pavement Technology, Inc.

City of Plantation
City Council Chambers

**Subject:**

RFSP No. 002-25; Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services- Term Contract

**Summary:**

Request for authorization and approval of the following:

- Approval of the Selection Committee's scores and rankings identifying Thompson Consulting Services, LLC as the top ranked and most advantageous Firm to the City.

- Authorization and approval to negotiate, draft and execute an Agreement with the highest ranked Firm, Thompson Consulting Services, LLC in accordance with RFSP No. 002-25; Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services – Term Contract. Whereas, the initial agreement shall expire 5 years from that date. The City reserves the right to extend the contract for one (1), additional 5-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

- Authorization and approval to issue purchase orders and process payments to Thompson Consulting Services, LLC for services in accordance with RFSP No. 002-25 "Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services – Term Contract".

**Procurement:**

Pursuant to City Code Sec. 2-220(b) and 2-226(c) the Procurement Department secured formal competitive proposals for the mentioned work/project/services. On December 10, 2024, two (2) competitive proposals were received, one (1) was deemed incomplete. This solicitation (RFSP No. 002-25) was publicly advertised for forty-one (41) calendar days, broadcasted to 159 vendors, and had 21 Planholders. Copies of the completed bid received, is attached for your review.

The Procurement Department performed a review of each Firms submittal to ascertain if they provided the applicable forms needed to have a complete evaluation done by the selection committee. Only one (1) Firm was found to have submitted all forms and details that were requested.

Selection Committee Meeting Schedule and Activities were as follows:

- Selection Committee Discussion and/or Potential Scoring/Shortlisting - January 29 (Wednesday), 2025 at 12:15pm ending on or around 1:15pm. During this meeting Thompson Consulting Services, LLC, was approved by the Selection Committee.

Selection Committee Members and final scores were as follows:

| Selection Committee Members | Scores - Thompson Consulting Services, LLC |
|---|---|
| Member No. 1 - Carole Morris, Asst City Administrator | 96 |
| Member No. 2 - Matthew Thompson, Public Works Director | 98 |
| Member No. 3 - Daniel Pollio, Utilities Director | 92 |
| Member No. 4 - Melissa Doyle, Division Manager- Solid Waste and Recycling, City of Fort Lauderdale | 94 |
| TOTAL | **380** |

Selection Committee Members were as follows:

- Matthew Thompson, Public Works Director
- Daniel Pollio, Utilities Director
- Melissa Doyle, Division Manager- Solid Waste and Recycling, City of Fort Lauderdale
- Carole Morris, Administration

Based on the final cumulative scores and the Selection Committee recommendation, the City proceeded with the negotiation process with the Firm who had the highest score (Thompson Consulting Services, LLC). The final negotiated agreement signed by the Firm (Thompson Consulting Services, LLC) is attached for your review.

Based on the foregoing, Procurement and Administration Departments requests authorization and approval of the following:

- Approval of the Selection Committee's scores and rankings identifying Thompson Consulting Services, LLC as the top ranked and most advantageous Firm to the City.

- Authorization and approval to negotiate, draft and execute an Agreement with the highest ranked Firm, Thompson Consulting Services, LLC in accordance with RFSP No. 002-25; Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services – Term Contract. Whereas, the initial agreement shall expire 5 years from that date. The City reserves the right to extend the contract for one (1), additional 5-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

- Authorization and approval to issue purchase orders and process payments to Thompson Consulting Services, LLC for services in accordance with RFSP No. 002-25 "Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services – Term Contract".

**Background:**

Firm shall provide Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services in the event of a natural disaster or emergency, such as a hurricane.

This item is now ready for City Council consideration.

**Funding:**

There is no financial impact at this time.

**Amount:**

Rates:

- **Thompson Consulting Services, LLC**: See Pages(s) 99-100 of 137 of their attached Submittal.

**Finance Director/Budget Manager Recommendation:**

There is no financial impact for this item at this time.

**Prepared By:**

Asha Edwards

**ATTACHMENTS:**
RFSP No. 002-25 Disaster Debris Monitoring Cost Recovery.pdf
Thompson Consulting bid package
Proposal Tabulation Sheet.pdf
Notice of Verified Final Ranking.pdf

# CITY OF PLANTATION

Plantation
the grass is greener®

# REQUEST FOR SEALED PROPOSALS

# RFSP NO. 002-25

**"DISASTER DEBRIS MONITORING, COST RECOVERY, PROJECT MANAGEMENT AND OTHER SUPPORT SERVICES – TERM CONTRACT"**

PROPOSAL OPENING DATE: **December 10, 2024**

PROPOSAL OPENING TIME: **11:00AM**

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

NON-MANDATORY PRE-PROPOSAL MEETING DATE: **November 13, 2024**

NON-MANDATORY PRE-PROPOSAL MEETING TIME: **2:30 PM**

NON- MANDATORY PRE-PROPOSAL MEETING LOCATION**: 400 NW 73rd Ave, Plantation FL**

**PROPOSAL REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – TBD

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: ASHA EDWARDS
EMAIL: AEDWARDS@PLANTATION.ORG
PHONE NUMBER: (954) 797-2205

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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**CITY OF PLANTATION**

**REQUEST FOR SEALED PROPOSALS**

**RFSP NO. 002-25**

**DISASTER DEBRIS MONITORING, COST RECOVERY, PROJECT MANAGEMENT AND OTHER SUPPORT SERVICES**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY 10, DECEMBER, 2024.** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT:

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY OF PLANTATION, FLORIDA (CITY) IS SEEKING QUALIFIED, EXPERIENCED AND LICENSED FIRM(S) TO PROVIDE DISASTER DEBRIS MONITORING, COST RECOVERY, PROJECT MANAGEMENT AND OTHER SUPPORT SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THIS REQUEST FOR SEALED PROPOSALS (RFSP).

**NON-MANDATORY PRE-PROSAL MEETING:**

**NOVEMBER 13, 2024 at** 2:30 PM EST City Chambers, 400 NW 73rd Ave, Plantation FL

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO ASHA EDWARDS, ASSISTANT PROCUREMENT DIRECTOR, 400 NW 73 AVENUE PLANTATION, FLORIDA. ASHA EDWARDS CAN BE REACHED AT 954-797-2205, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: AEDWARDS@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting bids for **Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services**. The project will generally consist of, but is not limited to, the following:

- **The City of Plantation, Florida (CITY) is seeking qualified, experienced and licensed firm(s) to provide Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services in accordance with the terms, conditions, and specifications contained in this Request for Sealed Proposals (RFSP). This solicitation may be awarded to one or multiple Firms.**

Proposal Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Non-Mandatory Pre-Bid Meeting: November 13, 2024 at 2:30pm
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposal is received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the **Assistant Procurement Director, Asha Edwards**, 400 NW 73rd Avenue, Plantation Florida 33317. Asha Edwards can be reached at 954-797-2205, Monday through Friday, 8AM to 4:30PM, Email: AEdwards@plantation.org .

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

**Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the

governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

    b. The Proposer's compliance record with contract general conditions on other projects,

    c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

    e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

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

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time..

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be

subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

_____ Witness

_____ (Authorized Signature in Ink or Electronic)

_____ Witness

_____ (Printed Name of Above Signer)

Corporate Seal (Where appropriate)

_____ (Printed Title of Above Signer)

_____ (Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Firm: The Proposer with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents

1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF SOLICITATION DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if

your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than

ten (10) days prior to the date for opening of Proposals will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all

Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter,

as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

17.1. **A 5% Bid Deposit / Bid Surety based on $500,000 or the contract value, whichever is greater, shall be submitted along with the proposal.** The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

17.2. The Proposal Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.

17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.**

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.

18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

19.1. City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that liquidated damages for delay can be decided, if applicable on a case by case basis if needed.

20. SCHEDULE OF VALUES

20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

21.1. The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for one (1) additional five (5) year period.

22. CONTRACT SECURITY

22.1. When the Successful Proposer delivers the executed Agreement to City, the required Public Construction Bond or Performance and Payment Bond must accompany it. This bond may be required for all Projects having an estimated cost of $200,000 or greater or such lesser amount. The Public Construction Bond or Performance and Payment Bonds shall also apply to smaller Projects when required by Solicitation Documents. A 5% Bid Deposit / Bid Surety based on $500,000 or the contract value, whichever is greater, shall be submitted along with the proposal.

22.2 Payment and Performance Bond

The Proposer shall within fifteen (15) working days after notification of award, furnish to the CITY a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the CITY thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company of recognized standing to do business in the State of Florida and having a registered agent.

The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-'' by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Acknowledgment and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the city in the Event of a material breach of this Agreement by the Contractor.

If the surety on any Bond furnished by CONTRACTOR'S is declared as bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of this section, CONTRACTOR'S shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to the CITY.

All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR'S shall be obtained from surety companies that are duly licensed or authorized in Broward County, Florida to issue Bonds for the coverages so required.

**END OF SECTION**

## SECTION I – INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction

The City of Plantation is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

### 1.2 Purpose

The City of Plantation, Florida (CITY) is seeking qualified, experienced and licensed firm(s) to provide Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services in accordance with the terms, conditions, and specifications contained in this Request for Sealed Proposals (RFSP). Selected firms are expected to be extremely knowledgeable of Federal Emergency Management Agency (FEMA), Federal Highway Commission (FWA), Florida Department of Transportation (FDOT), Natural Resource Conservation Service (NRCS), US Army Corps of Engineers (USACE) and any other governmental agency's regulations, guidelines and operational policies. The intent of this solicitation is to have available multiple Firm(s) (Primary, Secondary, etc.) in the event of a natural disaster or emergency, such as a hurricane, for use by the City on a priority basis and with guaranteed pricing. Therefore, this solicitation may be awarded to multiple Firms.

### 1.3 Pre-Proposal Conference and Site Visit

There will be a pre-proposal conference scheduled for this Request for Proposal. **While attendance is not mandatory, it is strongly suggested that all CONTRACTORs attend the pre-proposal conference.**

It is the sole responsibility of the CONTRACTOR to become familiar with the scope of the CITY's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. **It is strongly suggested that all CONTRACTORs attend the pre-proposal meeting.**

It will be the sole responsibility of the CONTRACTOR to attend the pre-proposal/site visit to inspect the CITY's location(s) facilities systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

## SECTION II - SPECIAL TERMS AND CONDITIONS

## 2.1 Invoices/Payment

The CITY will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the CITY, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the CITY shall not approve or accept the CONTRACTOR's work product, and agreement cannot be reached between the CITY and the CONTRACTOR to resolve the problem to the CITY's satisfaction, the CITY shall negotiate with the CONTRACTOR on a payment for the work completed and usable to the CITY.

## 2.2 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The CITY will not accept any additional costs.

## 2.3 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as a non-exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services from another vendor at the CITY's sole option.

## 2.4 Minimum Qualifications

Proposers shall be in the business of debris monitoring and disaster support services including but not limited to: project management, data processing and management, DMS monitoring, debris vehicle certification, data compilation and reporting, payment monitoring and reconciliation, and all related support services related to documentation required for reimbursement from appropriate agencies for any eligible claims that arise from a disaster; and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Plantation or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.4.1** Proposer or principals shall have at least five (5) years of disaster debris monitoring and disaster support experience. Project manager assigned to the work must have a minimum of five (5) years' experience in disaster debris monitoring and disaster support services and have served as Project Manager on similar projects for a minimum of at least three previous occasions.

**2.4.2** Before awarding a contract, the CITY reserves the right to require that a Proposer submit such evidence of qualifications as the CITY may deem necessary. Further, the CITY may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the CITY and performance evaluation for services, in making the award in the best interest of the CITY.

## 2.5 Subcontractors

**2.5.1** If the CONTRACTOR proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require CONTRACTOR to replace subcontractor with one that meets CITY approval.

**2.5.2** CONTRACTOR shall ensure that all of CONTRACTOR's subcontractors perform in accordance with the terms and conditions of this Contract. CONTRACTOR shall be fully responsible for all of CONTRACTOR's subcontractors' performance, and liable for any of CONTRACTOR's subcontractors' non-performance and all of CONTRACTOR's subcontractors' acts and omissions. CONTRACTOR shall defend, at CONTRACTOR's expense, counsel being subject to the CITY's approval or disapproval, and indemnify and hold harmless the CITY and the CITY's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any CONTRACTOR's subcontractors for payment for work performed for the CITY.

**2.5.3** CONTRACTOR shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the CONTRACTOR may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the CONTRACTOR. A certificate of insurance, meeting all requirements, for subcontractor shall be submitted to the City's Risk Manager for approval prior to the subcontractor commencing work.

## 2.6 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the CONTRACTOR, at the CONTRACTOR's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONTRACTOR. The CONTRACTOR shall provide the CITY a certificate of insurance evidencing such coverage. The CONTRACTOR's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the CITY's Risk Manager.

**2.6.1** The coverages, limits, and endorsements required herein protect the interests of the CITY, and these coverages, limits, and endorsements may not be relied upon by the CONTRACTOR for assessing the extent or determining appropriate types and limits of coverage to protect the CONTRACTOR against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review

or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONTRACTOR under this Agreement.

**2.6.2** The following insurance policies and coverages are required:

**Commercial General Liability**
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The CITY and the CITY's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONTRACTOR. The coverage shall contain no special limitation on the scope of protection afforded to the CITY or the CITY's officers, employees, and volunteers.

**Business Automobile Liability**
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the CONTRACTOR does not own vehicles, the CONTRACTOR shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

**Professional Liability and/or Errors and Omissions**
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

CONTRACTOR must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the CITY.

The CONTRACTOR waives, and the CONTRACTOR shall ensure that the CONTRACTOR's insurance carrier waives, all subrogation rights against the CITY and the CITY's officers, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The CONTRACTOR must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**2.6.3 Insurance Certificate Requirements**

- **a.** The CONTRACTOR shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- **b.** The CONTRACTOR shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONTRACTOR to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term goes beyond the expiration date of the insurance policy, the CONTRACTOR shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- **e.** The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- **f.** The CITY shall be named as an Additional Insured on the general liability policy.
- **g.** The CITY shall be granted a Waiver of Subrogation on the CONTRACTOR's Workers' Compensation insurance policy.
- **h.** The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

<u>The Certificate Holder should read as follows:</u>
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**2.6.4** The CONTRACTOR has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at the CONTRACTOR's expense.

**2.6.5** If the CONTRACTOR's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the CONTRACTOR may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

**2.6.6** The CONTRACTOR's insurance coverage shall be primary insurance as applied to the CITY and the CITY's officers, employees, and volunteers. Any insurance or self-insurance

maintained by the CITY covering the CITY, the CITY's officers, employees, or volunteers shall be non-contributory.

**2.6.7** Any exclusion or provision in the insurance maintained by the CONTRACTOR that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

**2.6.8** All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, CONTRACTOR must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of CONTRACTOR's insurance policies.

**2.6.9** The CONTRACTOR shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the CONTRACTOR's insurance company or companies and the CITY's Risk Manager as soon as practical.

**2.6.10** It is the CONTRACTOR's responsibility to ensure that any and all of the CONTRACTOR's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the CONTRACTOR.

## 2.7 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the CITY Council and a notice to proceed has been issued by the CITY.

## 2.8 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc., on or around the job site. Damage to public and/or private property shall be the responsibility of the CONTRACTOR and shall be promptly repaired and/or replaced at no additional cost to the CITY.

## 2.9 Safety

The CONTRACTOR(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the CONTRACTOR to make themselves and their employees fully aware of these provisions, especially those applicable to safety. The CONTRACTOR shall require same of all SUBCONTRACTORs.

## 2.10 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior CITY approval.

## 2.11 Contract Period

The initial contract term shall commence upon date of award by the CITY and execution of the Agreement, and shall expire 5 years from that date. The CITY reserves the right to extend the contract for one (1), additional 5-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY.

In the event services are scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue the service upon the request of the CITY as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

## 2.12 Cost Adjustments

Prices quoted shall be firm for the initial contract term of 3 years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the CITY shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the CITY at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract will be considered cancelled on the scheduled expiration date.

## 2.13 Substitution of Personnel

In the event the CONTRACTOR wishes to substitute trained, qualified, personnel for those listed in the proposal, the CITY shall receive prior notification and have the right to review, and approve such substitutions, if deemed necessary. If the CITY has reasonable evidence to believe that an employee of the CONTRACTOR is incompetent, or has performed his or her employment in an objectionable manner, the CITY shall have the right to require the CONTRACTOR to resolve the situation to the CITY's satisfactions, provided, however, that the CONTRACTOR shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

## 2.14 Bonds

A proposal security payable to the CITY shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security may be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, is required; and full execution of contract documents, if required; or other conditions as stated.

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 Definitions

**ADMS** means Automated Debris Management System

**Aerial Photographs** means 8 ½" x 11" color enlargements of multiple view (usually three) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the CONTRACTOR's name, date, time and name of location.

**Choke Point** means an inspection site where all trucks must pass.

**CITY** means the CITY of Plantation

**Construction and Demolition Debris** (C&D) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are the result of a disaster event.
**Contract Manager** means the CITY's representative duly authorized by the CITY Council, Mayor, or Chief Administrative Officer to provide direction to the CONTRACTOR regarding services provided pursuant to this RFSP and contract.

**Contractor** means the successful proposer, whether a corporation, partnership, individual or any combination thereof and its successors, personal representatives, executors, administrators and assignees.

**Day** means each calendar day or accumulation of calendar days.

**Debris Collector** means the firm under contract with the CITY to provide disaster debris collection (hauling) services and its subcontractors.

**Debris Management Site** (DMS) means a location where debris is temporarily stored, reduced, segregated and/or processed prior to final disposal.

**Electronic Waste** (E-Waste) means loosely discarded, damaged, obsolete or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions and microwaves.

**Eligible Debris** as determined by FEMA 325, Public Assistance Debris Management Guide means debris resulting from a Presidentially-declared disaster where removal, as determined by the Mayor, Chief Administrative Officer or designee, is in the public interest because it is necessary to (1)

eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property, or (3) ensure the economic recovery of the affected community to the benefit of the community at large

**Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

**FDEP** means the Federal Department of Environmental Protection.

**FDOT** means the Florida Department of Transportation.

**FEMA** means the Federal Emergency Management Agency. FEMA is an agency of the United States Homeland Security.

**FEMA Project Worksheet** means the form used to document the scope of work and cost estimate for a project. This form supplies FEMA with the information necessary to approve the scope of work and itemized cost estimate prior to funding. The approved FEMA Project Worksheet will then be the basis for funding under the Public Assistance Program.

**FFWC** means the Florida Fish and Wildlife Commission.

**FHWA** means the Federal Highway Administration.

**Global Positioning System** (GPS) means a global navigation satellite system that provide location and time information in all weather conditions, anywhere on or near the earth, where there is an unobstructed line of sight to four or more GPS satellites.

**Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one of more of the following characteristics, as defined by the US Environmental Protection Agency: (1) Toxic; (2) Flammable; (3) Corrosive; and/or (4) Reactive, in accordance with the Environmental Protection Agency (EPA) Section for toxic, flammable or corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the US Environmental Protection Agency: (1) Toxic; (2) Flammable; (3) Corrosive; and/or (4) Reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Hazardous Stump** means an uprooted tree or stump (i.e. 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

**Local Employee** means any CONTRACTOR employee residing within Broward County.

**Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

**Notice to Proceed** means the written notice given by the CITY Contract Manager or his/her designee to the CONTRACTOR for the date and time for work to start.

**NRCS** means Natural Resources Conservation Service.

**OSHA** means the US Department of Labor's Occupational Safety and Health Administration.

**Project Manager** means the individual appointed annually by the CONTRACTOR to be the CITY's primary point of contact and who is responsible for all services and personnel that are provided by the CONTRACTOR pursuant to this RFSP and contract.

**Proposer** means any person, partnership or corporation submitting a proposal pursuant to this RFSP.
**Run Out Period** means the period beginning upon the expiration date of this contract and ending upon completion of services for the disaster event/project.

**State** means State of Florida.

**Subcontractor** means a third-party performing service covered this contract through a direct contract or agreement with the CONTRACTOR.

**Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

**Warranty** means all warranties as set forth in this Contract including any warranties required by State law or other regulation.

**White Goods** means all appliances including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

### 3.2 Disaster Cost Recovery, Grant and Project Management Services

The CONTRACTOR's required scope of services includes but is not limited to all services described herein and other services required to coordinate and assist the CITY with completing emergency and permanent work projects for declared disasters. These activities include grant or FEMA Project Worksheet preparation, grants or project management and accounting for costs in accordance with Federal, State and local regulations. The CONTRACTOR shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as outlined below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each disaster event is maintained and all deadlines and other requirements for grant closure are satisfied. Note that the CITY maintains its duties and obligations as a requirement of Federal, State or other grant funds. The CONTRACTOR shall advise and assist the CITY with administering these grants as necessary but cannot assume the CITY's duties and responsibilities as a grant recipient.

#### 3.2.1 <u>Grant and FEMA Project Worksheet Preparation includes but is not limited to:</u>

**3.2.1.1** Accompanying CITY personnel for on-site inspections including preliminary damage assessment activities. Pursuant to 44-CFR § 206.202 an authorized local representative

is required to ensure that all eligible work has been identified and that all costs for disaster-related damaged have been submitted to FEMA for funding. The CONTRACTOR shall assist with the CITY's representative(s) to ensure all eligible work is identified and accurate estimates of damages are submitted to FEMA for funding. The CONTRACTOR shall prepare the necessary documents to identify and estimate the cost of the damages in the format required by FEMA, the State, the CITY or other applicable agencies.

**3.2.1.2** Assisting the CITY in preparing any FEMA Project Worksheets as directed by the CITY's Contract Manager. The CONTRACTOR shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA, State, CITY and other agency guidelines within the designated timelines for FEMA funding.

**3.2.1.3** Assisting the CITY in identifying and applying for improved or alternate projects pursuant to 44-CFR § 206.203. CONTRACTOR shall advise CITY on the appropriateness of requesting this type of funding from FEMA and shall assist in the CITY's application for this type of funding through project acceptance.

**3.2.1.4** Assisting the CITY in identifying mitigation measures under the Stafford Act. Pursuant to 44-CFR § 206.226, cost-effective mitigation measures may be incorporated in the restoration of damaged facilities. The CONTRACTOR shall assist the CITY with preparing benefit/cost analyses and hazard mitigation funding applications.

**3.2.1.5** Assisting the CITY in identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues and historic preservation issues. The CONTRACTOR shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA project worksheet, if applicable. The CONTRACTOR shall work with the CITY, FEMA and the State to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Endangered Species Act, the National Historic Preservation Act and other federal, state and local statutes and executive orders.

## 3.3 Grants Management

The CONTRACTOR shall assist the CITY with managing grants including but not limited to:

**3.3.1** Monitoring CONTRACTOR Performance: the CONTRACTOR shall monitor contractor performance to ensure FEMA mandated work deadlines are completed on time and/or assist the CITY in applying for time extensions with appropriate agencies.

**3.3.2** Providing clerical support to review and approve payment documentation: the CONTRACTOR shall assist the CITY by supplying clerical support and resources to review, prepare and recommend approval of payments to contractors performing eligible disaster related work and ensure that the documentation meets all Federal, State and CITY financial and accounting requirements.

**3.3.3** Preparing payment requests: the CONTRACTOR shall assist the CITY with maintenance of financial records, in accordance with CITY requirements for financial reporting to ensure prompt reimbursement from FEMA and the State. The CONTRACTOR shall assist

in preparing payment requests in acceptable formats to ensure reimbursements are obtained in a timely fashion.

**3.3.4** Preparing schedules and performing reconciliations: the CONTRACTOR shall assist the CITY and coordinate with its personnel in preparing the necessary scheduled and performing any required reconciliations to ensure the costs recorded in the CITY's financial records are correct. The CONTRACTOR shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with any audit schedule provided. In addition, clerical support shall be provided to collect, gather, organize and enter data into a database that supports information presented on schedules, work papers and Project Worksheets, including force account labor. All schedules shall be prepared using the Microsoft Office suite products such as Excel, Word, or other pre-approved platform.

**3.3.5** Conducting interim inspections: the CONTRACTOR shall assist the CITY and coordinate with its personnel in performing interim inspections to ensure work is progressing in a timely fashion and that all documentation is being maintained in an orderly fashion. The CONTRACTOR shall also assist the CITY with preparing progress reports for FEMA, the State, CITY or other authority.

**3.3.6** Conducting final inspections: the CONTRACTOR shall assist the CITY and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.

**3.3.7** Assisting with grant closure: the CONTRACTOR shall assist the CITY with final reconciliation of grant funds and shall assist the CITY with completion of required FEMA and State documentation for grant closure.

**3.3.8** Assisting with audit defense: the CONTRACTOR shall be available to assist the CITY with the defense of any audits conducted by the FEMA office of the Inspector General or other auditors.

**3.3.9** Assisting with appeals: the CONTRACTOR shall be available to assist the CITY with submitting appeals if necessary.

## 3.4 Disaster Debris Project Management and Process Oversight

Project management and process oversight activities shall include, but not be limited to, the following:

**3.4.1** CONTRACTOR shall appoint a Project Manager, who will be the CITY's primary point of contact and will be responsible for all services and personnel that are provided by the CONTRACTOR. The Project Manager shall be appointed for a minimum of one (1) year to fully understand the scope and responsibilities of the recovery plan.

**3.4.2** Project Manager, and other key personnel, shall coordinate with the CITY's Contract Manager as frequently as necessary to ensure hurricane readiness but at a minimum, daily when the CITY is within the three (3) day forecasting cone.

**3.4.3** The Project Manager and other key personnel shall report to the CITY's Emergency Operations Center (EOC) or other location as directed within eight (8) hours of

notification by the CITY. Commencement of work shall begin no later than twenty-four (24) hours of issuance of Notice to Proceed or as provided for in the Notice to Proceed. The CITY may issue a Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event depending on the magnitude of the event and likelihood of impact in order to allow sufficient time to prepare for commencement of operations.

**3.4.4** The Project Manager shall assist the CITY in developing a Debris Management Action Plan for the specific occurrence. CONTRACTOR may also be requested to assist in other debris recovery planning efforts such as identifying adequate DMS, estimating debris quantities and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.

**3.4.5** The Project Manager shall attend all meetings and briefings designated by the CITY. Daily meetings will be conducted by the CITY with the CONTRACTOR and the Disaster Debris Collector along with other essential personnel in order to confirm daily debris recovery activities and schedule, address and resolve issues or concerns and discuss progress of the debris recovery effort.

**3.4.6** CONTRACTOR shall provide trained personnel to observe, direct and document the activities of the Disaster Debris Collector. CONTRACTOR shall be responsible for scheduling work for all of its personnel on a daily basis. CONTRACTOR shall assist the CITY in coordinating work assignments for the Disaster Debris Collector.

**3.4.7** CONTRACTOR shall monitor the Disaster Debris Collector's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.

**3.4.8** The CONTRACTOR shall be operational at the completion of the first push (70 hours). The Disaster Debris Collector and CITY employees will report to the City's Public Works facility, 750 NW 91st Avenue, to obtain work orders and field monitors from the CONTRACTOR before work is commenced. CONTRACTOR shall prepare all project worksheets, right-of-way entry forms and any other required forms for the work group.

**3.4.9** CONTRACTOR shall track and coordinate with CITY personnel to respond to problems in the field and address citizen complaints, including commercial or residential property damage claims as a result of the debris removal.

**3.4.10** CONTRACTOR shall attend up to three (3) meetings annually at no expense to the CITY for event planning.

**3.4.11** CONTRACTOR shall prepare FEMA worksheets and review worksheets with CITY staff.

**3.4.12** CONTRACTOR shall provide the following annual services for the annual payment as bid by CONTRACTOR and contained herein:

**3.4.12.1** CONTRACTOR shall attend, participate and/or facilitate an annual meeting and/or training with the CITY (this may be counted as one of the three planning meetings). Should the CITY request, a table top training exercise shall be facilitated by the CONTRACTOR as a part of the training/annual meeting. Training/annual meeting shall be completed no later than April 30th of each year

and should include, at a minimum, a review of CONTRACTOR's process, reporting (to include a review of documentation), and introduction of new staff/subcontractors. Annual meeting shall also be attended by the CITY's debris haulers.

**3.4.12.2** CONTRACTOR shall prepare and present a written plan of operations, including a clear description of the work. CONTRACTOR may subcontract out and will provide a list of the subcontractors upon the CITY's request. A draft of this plan and list of subcontractors shall be reviewed as a part of the annual meeting.

**3.4.12.3** CONTRACTOR shall annually review with CITY staff upon request, the DMS to be used during the coming year. This review shall be a part of the annual meeting.

**3.4.12.4** CONTRACTOR shall provide phone consultations and reference information to CITY staff upon request.

**3.4.12.5** CONTRACTOR shall coordinate with CITY's Information Technology department to ensure the interface of data with the CITY's network.

**3.4.12.6** Following any activation, CONTRACTOR shall participate in any after action/hot wash meeting to review event response and identify any concerns or areas for improvement in the operational plan.

## 3.5 Documentation and Reimbursement

**3.5.1** **ADMS** Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real-time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems.

The CONTRACTOR shall provide and electronic automated debris management system that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:

- Paperless, electronic (handheld device) load ticket generation and data collection.
- Debris vehicle certification data capture.
- Encrypted and secure field data transfer.
- Accessible secure database for government and Disaster Debris Collector use. Database will be internet accessible by Disaster Debris Collector, CITY, State, Federal and other public entities as authorized by the CITY's Contract Administrator.
- Minimal manual entry of load ticket data fields.
- Automation of debris pick-up locations through the use of GPS technologies.
- Evaluation of daily event staging using web-based reporting and GIS tools.
- Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system.
- CONTRACTOR shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.

**3.5.2** CONTRACTOR shall provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all Eligible Debris. CONTRACTOR shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. CONTRACTOR shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the CITY, which shall be turned over to the CITY daily. Copies of completed load tickets shall also be retained by the CONTRACTOR, vehicle driver, subcontractor and the Disaster Debris Collector. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).

**3.5.3** CONTRACTOR shall provide trained staff in sufficient numbers to adequately provide for all operations including truck certification and documentation of all vehicles used in debris removal activities including quality assurance/quality control of truck certification measurements throughout the life of the project.

**3.5.4** CONTRACTOR shall document all recovery work to ensure that proper records are maintained for load tickets and recover costs for reimbursement purposes. During the first seventy (70) hours following a disaster, this may require documenting times that the Disaster Debris Collector actively uses manpower and equipment in order to document time and material reimbursements. This shall also include any photographs, GPS locations and/or any other means of confirming debris load information for reimbursement purposes.

**3.5.5** CONTRACTOR shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certification, project records, photos and manifests, etc. to support Federal (FEMA), state and local reimbursements and subsequent audits. CONTRACTOR shall take the lead, assisting the CITY in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.

**3.5.6** CONTRACTOR shall provide daily reports throughout the disaster and recovery efforts, including updates for the daily briefing meetings, reports on the review and validation of the Disaster Debris Collector, cubic yard/tonnage reports providing for the number of trucks and volumes (tonnage) of debris received at each DMS as well as a total for all DMSs, and a final report following completion of debris recovery operations.

**3.5.7** CONTRACTOR shall ensure that the processing of federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications and operating data.

**3.5.8** CONTRACTOR shall ensure compliance with FEMA 327 Public Assistance Debris Monitoring Guide.

**3.5.9** CONTRACTOR shall retain documentation including financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the CITY as FEMA sub-grantee as required by FEMA 322 Public Assistance Guide. The CITY shall have access to such records and documents as required for the purpose of inspection or audit.

**3.5.10** CONTRACTOR shall cooperate with all other CONTRACTORs in providing information as requested in a timely manner and in the specified format. Any and all documents, records, disks, original drawings or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.

**3.6 Field Collection Monitoring**

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by field collection monitors. Specific activities shall include but are not be limited to the following:

**3.6.1** CONTRACTOR shall provide personnel to service as Field Monitors and Field Supervisors. The primary function of Field Monitors is to verify that debris picked up by the Disaster Debris Collector's recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris, using approved electronic format. Field Supervisors shall oversee and coordinate the work of the Field Monitors.

**3.6.2** CONTRACTOR shall train all Field Monitors and Field Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. CONTRACTOR shall equip all Field Monitors and Field Supervisors with vehicle transportation and technology including cameras, computers, cellular phones, tablets, handheld scanners, GPS devices and other equipment as deemed necessary and/or appropriate.

**3.6.3** CONTRACTOR will have Field Monitors stationed at designated Choke Points. CONTRACTOR will also have roving Field Monitors that will observe Disaster Debris Collector operations to ensure that only Eligible Debris is removed from the areas designated by the CITY and the Presidentially-declared disaster area and to verify the proper loading and compaction of debris recovery equipment. Photographs of debris shall be taken as directed by the CITY and/or FEMA to verify the source and type of debris for reimbursement purposes. GPS coordinates and other location data may also be required. Trucks that are observed collecting material outside of the CITY or Presidentially-declared disaster area within the CITY limits or collecting other ineligible debris will have all loads hauled that day deducted for billing and reimbursement purposes and all load tickets will be invalidated.

**3.6.4** If a Field Monitor finds that the Disaster Debris Collector's work is not performed as specified by the CITY and/or does not comply with FEMA, Federal or State requirements for debris collection activities, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor AND Project Manager. All stop work orders must be documented and reported immediately to the CITY's Contract Manager.

**3.6.5** Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat and any special circumstances regarding the following: Hazardous Stumps and leaning trees (leaners), as well as a random sampling of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material needed to fill the resulting hole. Field Monitors shall also document, in detail, removal of Hazardous Stumps, leaners and hangers.

### 3.7 Damage Complaint Tracking

The CONTRACTOR shall track, manage, report and provide customer follow up through to resolution all damage complaints resulting from debris removal activities. These complaints should at minimum include property owner name, address and contact information along with photos, status of complaint and final resolution. Damage complaint report shall be provided via online cloud-based platform or other approved report provided at the Contract Manager's request.

### 3.8 DMS and Drop-Off Sites

**3.8.1** In the event that the CITY determines to activate its DMS sites, CONTRACTOR shall provide adequate Site Monitors for each DMS. The two (2) DMS locations identified by the CITY are Seminole Park (6600 SW 16th Street) and Central Park (9151 NW 2nd Street). The CITY reserves the right to add, remove or change DMS locations at the sole discretion of the CITY.

**3.8.2** CONTRACTOR shall be prepared to begin accepting debris at the DMS sites within twelve (12) hours of notification by CITY.

**3.8.3** DMS Monitor responsibilities shall include but not be limited to the following:

**3.8.3.1** Ensure all loads of debris hauled to the DMS site by the Disaster Debris Collector and all loads of debris exiting the site are documented with properly completed load tickets. By completing the load ticket, the Site Monitor certifies that all information on the document is complete and accurate, including load volumes.

**3.8.3.2** Photograph loads of debris, as directed by the CITY or FEMA, and record load information with the photograph.

**3.8.3.3** Compile all load tickets and provide copies to the Disaster Debris Collector in a format acceptable to the CITY and the collector's designated personnel.

**3.8.3.4** Obtain and verify the Disaster Debris Collector's fleet documentation. CONTRACTOR will obtain from the Disaster Debris Collector such documentation, including the make, model, license plate number, Collector equipment number, measured and validated maximum volume in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris and any other information necessary (including photographs) to comply with FEMA requirements. The measured volume shall be calculated from the actual physical measurement performed by the Disaster Debris Collector and the reported volume shall be the same as shown on signs affixed to each piece of equipment.

**3.8.3.5** Certify all debris vehicles at the DMS beginning no later than twenty-four hours (24) hours after the storm passes. CONTRACTOR shall update the fleet documents as the Disaster Debris Collector adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. CONTRACTOR shall also periodically and randomly perform volume capacity verifications of recovery vehicles.

**3.8.3.6** Verify that all Disaster Debris Collector equipment has been completely emptied prior to leaving the DMS.

**3.8.3.7** Observe all vehicles entering and exiting he DMS to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.

**3.8.3.8** CONTRACTOR shall provide or arrange for field operations trailers and generators at all DMSs for use by its staff, including CITY staff designated to monitor recovery efforts.

**3.8.3.9** Should the CITY determine to open Residential Drop-Off Sites, CONTRACTOR shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to the following:

**3.8.3.9.1** Ensure that only CITY of Plantation residents are using the site, validating identification and address via driver's license, property tax statements, utility billing or other method acceptable to and approved by the CITY. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the CITY.

**3.8.3.9.2** Record the address of the eligible site users and the type and quantity of debris brought to the site.

**3.8.3.9.3** Record and provide a copy of the completed load tickets in a format acceptable to the Disaster Debris Collector so removal of debris is coordinated for removal from the Drop-Off Site.

**3.8.3.9.4** Photograph debris, as directed by the CITY, to verify the source and type of debris.

**3.8.3.9.5** Assist with communicating to residents the proper handling and disposal practices and with disseminating information via flyers, electronic media and social networking applications as approved by the Contract Manager.

**3.8.4** CONTRACTOR shall be responsible for the following items at all DMS and Drop-Off Sites:

**3.8.4.1** Verify that all sites have access control and security.

**3.8.4.2** Monitor the type of debris entering the sites, classify debris by FEMA protocols (including separation for recyclable materials that may be diverted from the waste stream such as metals) and ensure each type of waste is placed in its proper location.

**3.8.4.3** Assist with coordinating the logistics of the site to ensure safe and efficient traffic flow.

**3.8.4.4** Conduct periodic safety inspections to ensure the Disaster Debris Collector is complying with safety regulations such as utilizing spotters, maintaining appropriate vehicle spacing buffers, properly controlling traffic and wearing proper protective equipment (PPE).

**3.8.4.5** Be responsible for the end-of-day activities such as ensuring all operations have ceased for the day (as applicable) and all sites are closed and secured.

**3.8.4.6** Report safety or other hazards to the CITY's Contract Manager.

## 3.9 Other Related Services

**3.9.1** Upon request by the CITY's Contract Manager, CONTRACTOR shall provide aerial photographs of debris sites. Photographs shall be of a high resolution and clear, containing reference boundaries for location identification. CONTRACTOR may have to take several photographs to produce one photograph of adequate quality that encompasses the entire debris site. If the photographs delivered are not of sufficient quality, as determined by the Contract Manager or Mayor or Chief Administrative Officer, the CITY will not be obligated to pay for the related expenses. If the CONTRACTOR and CITY agree, photographs may be retaken at the CONTRACTOR's expense. Photographs shall be delivered to the CITY in hardcopy and an electronic format acceptable to the CITY, within five (5) business days of request, weather permitting.

**3.9.2** The CONTRACTOR shall provide a written report to the CITY, to include a formal presentation upon request of Contract Manager, detailing the latest federal and state guidelines in effect as related to FEMA Public Assistance Grants. Such requests shall be no more frequently than annually.

**3.9.3** CONTRACTOR shall provide other related services as requested by the CITY. Such services may include but are not limited to the following:

a) Perform damage assessments to determine areas impacted, quantities of debris and types of debris generated.
b) Assist the CITY in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
c) Provide annual training to CITY staff as directed by the Contract Manager.
d) Be prepared with appropriate staffing, supervisors and watercraft to oversee cleaning of debris from canals and waterways.
e) Additional services that the CONTRACTOR wishes to propose or that the CITY and the CONTRACTOR agree to add.

## 3.10 CONTRACTOR Personnel

**3.10.1** CONTRACTOR shall secure, at its expense, all necessary personnel required to perform the services under this RFSP. Such personnel shall not be employees of or have any contractual relationships with the CITY or the CITY's Disaster Debris Collector.

**3.10.2** CONTRACTOR shall have a professional staff with the knowledge, skills and training in order to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.

**3.10.3** CONTRACTOR and Project Manager shall have experience in the FHWA, FEMA and other applicable Federal, State and local programs to assist the CITY in its disaster response and recovery efforts. Proper documentation by CONTRACTOR as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement

to the CITY from the appropriate agency. If necessary, CONTRACTOR's personnel shall possess any licenses or certifications that are required by Federal, State or local law in order to perform such services.

**3.10.4** At the CITY's Contract Manager's request, but no less than annually, CONTRACTOR shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. CONTRACTOR shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the CITY. The CITY retains the right to request personnel replacements.

**3.10.5** CONTRACTOR's staffing plan shall include the positions listed below. CONTRACTOR may use other positions as necessary and as approved by the CITY. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form, provided herein as Exhibit C.

a. Project Manager- Primary point of contact to the CITY; overall responsibility for all CONTRACTOR services and personnel.
b. Field Supervisor- Responsible for a crew of Field Monitors.
c. Field Monitor- Responsible for overseeing the Disaster Debris Collector's debris recovery activities and issuing load tickets.
d. DMS Monitor- Responsible for recording the volume of debris brought to a DMS by the Disaster Debris Collector.
e. Drop-Off Site Monitor- Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the Disaster Debris Collector.
f. Debris Site Security- Unarmed and non-sworn security at DMSs and Drop-Off Sites when sites are not open.
g. GIS Specialist- Responsible for coordinating GIS application with CITY GIS staff members.
h. Data Entry- Responsible for tracking, verifying and entering load tickets or managing electronic entries from handheld scanning devices/platforms.

**3.10.6** CONTRACTOR's DMS personnel must wear OSHA-required safety equipment whenever at a DMS and must adhere to all Disaster Debris Collector site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

## 3.11 Other Agencies

**3.11.1** CONTRACTOR selected to perform services under this contract may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms and conditions. This agreement in no way restricts or interferes with any municipality or governmental agency from re-solicitation.

**3.11.2** It is understood that at no time will any CITY, municipality or other agency be obligated for placing an order for any other CITY, municipality or agency, nor will any CITY, municipality or other agency be obligated for any costs or bills incurred by any other CITY, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded CONTRACTOR.

## SECTION IV - CONTENTS OF THE PROPOSAL

**4.1** The CITY deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. The CITY prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFSP.

**4.1.1** Table of Contents
The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

**4.1.2** Executive Summary
Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

**4.1.3** Experience and Qualifications
Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

**4.1.4** Approach to Scope of Work
Provide in concise narrative form, your understanding of the CITY's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

The proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of CITY notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFSP specifications.

Also provide information on your firm's current workload and how this project will fit into

your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Additionally, the proposal should specifically address:

**a.** ADMS platform to be used and resulting report availability
   i. Sample reports

**b.** Other technology options and capabilities

**c.** Personnel provided for:
   i. TDMS locations
   ii. Drop-Off Sites
   iii. Field Monitors
   iv. Supervisory and Administrative Support
   v. CONTRACTOR's Project Manager assigned to the CITY

**d.** Equipment owned by CONTRACTOR to be used under this contract

**e.** Any additional services that can be provided that would assist in recovery efforts along with associated costs or pricing

### 4.2 References

Provide at least five references, preferably government agencies, for projects with similar scope as listed in this RFSP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed
- Total cost of the project, estimated and actual.
- Scope of the project including approach, resources and photographs as appropriate
- Percentage of expenses reimbursed through FEMA
- Complete reference form provided with this RFSP

Note: Do not include City of Plantation work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Plantation.

### 4.3 SUBCONTRACTORs

Proposer must clearly identify any SUBCONTRACTORs that may be utilized during the term of this contract.

**END OF SECTION**

**RULES FOR PROPOSALS:**

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar .com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

**SUBMISSION OF PROPOSALS**

The submitted Proposal shall include the following:

1. Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.

2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

## TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

### Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

### Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

1) Overall approach and methods to accomplish the proposed services;
2) Working knowledge of the City of Plantation;
3) Describe the current work load of each person who will be involved in the Proposal;
4) Summarize other Proposer resources available to meet the City's needs;
5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.
7) Additional details as requested in Section IV (Contents of the proposal) of the Scope of work

### Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's

achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

### Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

1) Staffing levels at office locations;
2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
4) List of tasks to be subcontracted out;

### Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

### Section 6: COST DETAIL

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required. Must include all costs that apply to this service with a detailed breakdown of costs. Costs that apply which may not be listed on the bid form provided should be submitted as a separate cost listing with this proposal.

END OF SECTION

## EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

## SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

## REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

## EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

## SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of three (3) Proposers. Upon completion of the

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

## ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

## FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

**EVALUATION CRITERIA**

| Criteria for Evaluation | Available Points |
|---|---|
| | |
| **Qualifications and Experience / Ability of Professional Personnel / Financial**<br>o Availability of qualified personnel<br>o The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel, specifically, operational and administrative personnel assigned to the CITY<br>o Ability to perform additional services and provide technical support throughout the period of engagement<br>o Ability to meet set standards<br>o Previous contracting experience with the City and other governmental agencies<br>o Evidence of insurance and/or bonding capacity<br>o Demonstrated experience performing municipal general planning services | 15 |
| **Resources and Availability, Quality of Services**<br>o Conveyance of a willingness to work with City staff to maximize resources.<br>o The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully.<br>o Current workload and future commitments<br>o Plan for managing multiple Florida-based debris management/grant support contracts<br>o Demonstrated financial capability | 20 |
| **Operational Plan**<br>o Approach to the Project and Methodology<br>o Response times and operational plans for monitoring debris recovery<br>o Organizational structure of firm, chain of command, SUBCONTRACTOR's plan and capacity Meeting the City's operational requirements<br>o Onsite emergency response and communications<br>o Procedures for documentation and verification functions<br>o Quality control and customer service plans | 30 |
| **Price**<br>o Pricing Structure<br>o Fee Schedule work sheet | 20 |
| **Past Performance**<br>o References<br>o Closed, active and pending FEMA disputes, audits or lawsuits<br>o Explanation of unrecovered FEMA reimbursements | 15 |
| **'Maximum Technical Points** | **100** |

**END OF SECTION**

**RFSP NO. 002-25**
**DISASTER DEBRIS MONITORING, COST RECOVERY, PROJECT MANAGEMENT AND OTHER SUPPORT SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* _____

| Positions – Key Positions, provide resumes for the Project Manager and Operations Manager | Estimated Hours | Hourly Rate |
|---|---|---|
| **Field Supervisor** | | |
| **Debris Site / Tower Monitors** | | |
| **Field Coordinators (Monitors)** | | |
| **Project Manager** | | |
| **Operations Manager** | | |
| **FEMA Coordinator** | | |
| **Scheduler / Expeditors** | | |
| **GIS Analyst / Specialist** | | |
| **Environmental Specialist** | | |
| **Project Inspector (Citizen Site Monitors)** | | |
| **Project Inspector - Load Ticket Date Entry Clerks (QA / QC)** | | |
| **Billing / Invoice Analysts** | | |
| **Administrative Assistants** | | |
| **Field Coordinators (Crew Monitors)** | | |
| **FEMA/FHWA Program Consultant** | | |
| **Data Manager** | | |
| **Grand Total** | | |

| Other Required Positions – Proposer may include other positions which apply that have not been reflected in the above table. | Estimated Hours | Hourly Rate |
|---|---|---|
| | | |
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| | | |
| **Grand Total** | | |

***See Scope of Services for additional details and or specifications.**
***Failure to bid on all line items may result in the bid being deemed non-responsive.**

The City reserves the right to increase/decrease quantities for all goods and services.

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

# GUARANTEE OF PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of_____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

# PROPOSER'S CERTIFICATION

**(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* _____am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____ _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: _____

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

FIRM PROFILE

| | |
|---|---|
| 1. Firm (or joint venture) Name & Address | 1e. Licensed to do business in the State of Florida<br>_____ Yes _____ No |
| | 1f. Name, Title & Telephone Number of Principal to Contact |
| 1a. Firm is ____ National ____ Regional ____ Local<br><br>FEIN # _____ | 1g. Address of office to perform work, if different from Item 1 |
| 1b. Firm is a County Certified Small Business ____ Yes ____ No<br><br>1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes _____ No<br><br>1d. Firm is a Certified Minority Business _____ Yes _____No | |
| 2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. | |
| 3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:<br><br>3a. Has this joint venture previously worked together? ____ Yes ____ No | |

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for five (5) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

| **PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is_____ and its Federal Employer Identification Number (FEIN) is _____ . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20___, by _____, who is personally known to me or who has produced _____as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires: _____

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Signature | Printed Name |
| Bidder Name | Date |

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| | |

**Witnesses:**

_____
Typed name:

_____
Typed name:

**BIDDER:**

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| | | | |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| | | | |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

**TRUTH IN NEGOTIATION STATEMENT**

Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by_____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is_____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____
NOTARY PUBLIC

## Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation
400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII;
(2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

**Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.**

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with thisarticle.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit _, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

See Section I – Introduction and General Information for further details on Insurance requirements that apply to this request.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/05/2022

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

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

| PRODUCER | CONTACT NAME: John Smith |
|---|---|
| (1) Insurance broker/agent procuring the insurance coverage for Contractor/Party | PHONE (A/C, No, Ext): (954) 123-4567 FAX (A/C, No): (954) 123-4577 |
| | E-MAIL ADDRESS: JohnSmith@Samplerli.com |
| | (3) INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Scottsdale Insurance — 123456 |
| INSURED | INSURER B : |
| (2) Contractor/Party's Legal Name & Address | INSURER C : |
| Note: The legal name of the Contractor/Party listed as the Insured in this section must match the Contractor/Party written on the City Agreement. | INSURER D : |
| | INSURER E : |
| | INSURER F : |

(4) COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

| INSR LTR | (4a) TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | (4c) LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | X COMMERCIAL GENERAL LIABILITY | Yes | Yes | (5) GL######## | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | (6) | | | | (7) | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | Yes | Yes | AU######## | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea acc | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | X OWNED AUTOS ONLY / X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| (4b) | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N/A | Yes | WC######## | 10/01/2022 | 10/01/2023 | X PER STATUTE OTH-ER | Statutory |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH) If yes, describe under | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) (8)

Certificate Holder is named as an additional insured.
Waiver of Subrogation granted in favor of the Certificate Holder applies workers compensation.
10 days written notice of cancellation, or material change to coverage, will be provided to Certificate Holder.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| (9) CITY OF PLANTATION<br>400 NW 73RD AVENUE<br>PLANTATION, FLORIDA 33317 | (10) SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE (11) Signature |

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*This SAMPLE is provided as a reference only. For specific provisions, insurance coverages and limits required, please refer to the executed City Agreement or contact your Risk Management.

SAMPLE

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

**THE UNDERSIGNED FIRM HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| _____ | _____ |
| **WITNESS** | **FIRM** |
| _____ | _____ |
| **DATE** | **CITY OF PLANTATION**<br>**Risk Manager** |

**City's Risk Manager hereby waives the following Insurance Requirements**

_____

_____

_____

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: _____
Legal Status: _____
Address: _____

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ _____

PROJECT:
_____Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# PUBLIC CONSTRUCTION BOND

**TO BE RETURNED WITH PROPOSAL**

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

# PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of _____(Phone:_____), as Principal and _____, a corporation, having a principal street address of _____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated_____, 20___, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20 .

_____
(Name of Principal)

By: (As Attorney in Fact)

_____
(Name of Surety)

# FEMA REQUIREMENTS

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary

of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: _____

By (sign):_____

Print Name: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name: _____ Date: _____**

**Base Proposal Total: _____**

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Minority Business Enterprise (as defined FL Statutes 288.703):** Yes ☐ or No ☐

**Submitted Forms:**

☐ Bidders Certification

☐ Registered as a City of Plantation Vendor

☐ Bid Form

☐ Signed General Terms and Provisions

☐ Addendums (if any)

☐ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☐ References

☐ Public Entity Crimes Forms

☐ Drug Free Workplace Form

☐ Certificate of Insurance Requirements Form

☐ FEMA Requirements

☐ Bid Bond

☐ Public Construction Bond

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

Electronic Submittal



# City of Plantation, Florida

## Request for Proposals No. 002-25

## Disaster Debris Monitoring, Cost Recovery, Project Management & Other Support Services

Due Date / Time: December 10, 2024 | 11:00 am

thompson
CONSULTING SERVICES

# TITLE PAGE

## Solicitation Information

Submission for RFSP No. 002-25 for Disaster Debris Monitoring, Cost Recovery, Project Management & Other Support Services


| | |
|---|---|
| Submitted By: | Thompson Consulting Services, LLC<br>2601 Maitland Center Parkway<br>Maitland, FL 32751<br>Phone: (407) 792-0018 \| Fax: (407) 878-7858<br>E-mail: info@thompsoncs.net |
| Point of Contact: | Jon Hoyle, President<br>Office: (407) 792-0018 \| Cell: (321) 303-2543<br>E-mail: jhoyle@thompsoncs.net |
| Submittal Date: | December 10, 2024 \| 11:00 AM |

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Request for Proposal No. 002-25

Disaster Debris Monitoring, Cost Recovery, Project Management & Other Support Services

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thompson
CONSULTING SERVICES

December 10, 2024

City of Plantation, Office of City Clerk
400 NW 73rd Ave.
Plantation, FL 33317
*Submitted electronically to: www.demandstar.com*

Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751
O: 407-792-0018 | F: 407-878-7858

**RE: Request For Proposal No. 002-25 – Disaster Debris Monitoring, Cost Recovery, Project Management & Other Support Services**

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the City of Plantation, Florida (City) with debris monitoring and recovery services. Thompson has provided disaster response and recovery services since **1979** and has supported more than **300** local and state agencies in response to tornadoes, hurricanes, floods, wildfires, earthquakes, ice storms, rockslides, oil spills and other natural disasters. Thompson's approach to providing disaster response and recovery services maintains a primary focus on the effective utilization of resources while assisting our clients navigate the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program and other post-disaster grant programs. We believe Thompson is best suited to assist the City with debris monitoring and recovery services for the following reasons, which are expanded upon throughout our proposal:

- Post-disaster debris removal monitoring and FEMA funding experience accounts for more than **$4.5** billion in debris removal funding on behalf of more than **300** local and state government agencies.
- Delivery **efficiency** through the utilization of Thompson's automated debris management system.
- Ability to quickly respond with **26** corporate and satellite offices across the Nation, including a corporate office in Maitland, Florida.
- **Local** preference for hiring debris collection and disposal monitors to support the local economy.
- Commitment to safety and quality throughout the **entirety** of project operations.

Thompson has the experience and resources necessary to be responsive to the City's needs. We will guide the City through the recovery process while working with Florida Division of Emergency Management the FEMA PA program to achieve maximum disaster recovery cost reimbursement for the City. **This proposal remains in effect for ninety (90) days**. We would be honored to serve as the City's debris monitoring and recovery services provider and stand prepared to exceed the expectations established by the City.

Best regards,
**THOMPSON CONSULTING SERVICES, LLC**

Jon Hoyle, President

**AUTHORIZED POINTS OF CONTACT:**

Jon Hoyle, President
O: 407.792.0018 |C: 321.303.2543 |F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President
O: 407.792.0018 |C: 407.619.2781 |F: 407.878.7858
E-mail: ncounsell@thompsoncs.net

# SECTION 1
## Introduction Letter

## Proposer Introduction & Summary

Thompson understands that our clients deserve the most dependable, qualified, and knowledgeable disaster recovery firm in the industry, which is why we believe Thompson Consulting Services is best suited to assist the City of Plantation, Florida (City) with disaster debris monitoring, cost recovery and support services. We have provided a summary of our firm qualifications, experience, and overall commitment and capacity to meet the City's unique needs and expectations below.

**POST-DISASTER DEBRIS REMOVAL MANAGEMENT & FEMA FUNDING EXPERIENCE:** Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than $4.5 billion of debris removal funding on behalf of more than 300 local and state government agencies. Thompson's consultants are amongst the most educated, qualified, and dynamic in the industry, having responded to some of the most devastating incidents to impact the United States. This experience means the City can rest assured that its disaster reimbursement is in the hands of the industry's most qualified professionals, and we will stand by our work from project inception to regulatory closeout and audit.

**FLORIDA EXPERIENCE:** Thompson's consultants have responded to disaster incidents in the State of Florida since Hurricane Charlie in 2004. Over the last seven years, Thompson has provided debris removal monitoring and grant consulting services to 82 unique Florida clients following Hurricane Matthew in 2016, Hurricane Irma in 2017, Hurricane Michael in 2018, Hurricane Sally in 2020, Hurricane Ian in 2022, and Hurricane Idalia in 2023, and Hurricanes Debby, Helene, and Milton in 2024. We are well positioned to work closely with the City, the Florida Division of Emergency Management (FDEM), Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring and recovery services program.

**DELIVERY EFFICIENCY & AUTOMATED DEBRIS MANAGEMENT SYSTEM:** Thompson's debris removal monitoring experience includes the documentation of over 150 million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency using our automated debris management system (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture data, such as employee credentialing, equipment barcoding, GPS coordinate, digital photography, etc. in the field and ensure accurate and timely reporting to the City. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with "lower" hourly rates. TDMS has been routinely deployed on FEMA reimbursed projects and meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative.



TDMS provides real-time access to data

**VERSATILITY OF OUR TEAM:** Thompson provides the City with over 550 professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs that may be required following a disaster event:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery

- Parks, beaches, and waterways cleanup
- Private property debris removal (PPDR)
- White goods removal and decommissioning

**ABILITY TO QUICKLY RESPOND:** With 26 corporate and branch offices scattered throughout the southeast, including our corporate office in Maitland, Florida, we will be able to deploy staff and resources within 24 hours of receiving notice-to-proceed. Thompson is set up to quickly adapt to the uncertain and changing needs of the City. During times of emergency, this ability to rapidly respond to the needs of the City is of paramount importance.

**LOCAL PREFERENCE FOR HIRING MONITORS:** It is Thompson's intent to fill temporary debris monitoring positions with City residents in need of work. Thompson will provide qualified residents with safety and job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents partake in the City's recovery efforts and earn a competitive hourly wage.



commitment to local hiring

**COMMITMENT TO SAFETY & QUALITY:** Thompson is the only debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screening for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

**FIRM INFORMATION & AUTHORIZED AGENTS:** Thompson Consulting Services, LLC was formed in 2011 to focus solely on disaster preparedness, response, and recovery service offerings, including debris removal monitoring. Through our family of companies, Thompson brings over 71 years of experience to the City. Our principal office is located in Maitland, Florida, and complete contact details are provided below.

The following authorized agents of the Proposer will serve as direct points of contact to the City for all inquiries related to this submittal as well as technical and contractual clarifications required throughout the evaluation process.

**Jon Hoyle, President**
2601 Maitland Center Parkway, Maitland, FL 32751
O: 407-792-0018 | C: 321.303.2543
jhoyle@thompsoncs.net

**Nate Counsell, Executive Vice President**
2601 Maitland Center Parkway, Maitland, FL 32751
O: 407-792-0018 | C: 407.619.2781
ncounsell@thompsoncs.net

We have the experience and resources necessary to be responsive to the City's needs following a disaster incident and stand prepared to guide the City through the debris removal and recovery process while working with the Florida Division of Emergency Management and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the City. Thompson would be honored to serve as your services provider and stand prepared to exceed the City's service expectations.

Best regards,
**THOMPSON CONSULTING SERVICES, LLC**

Jon Hoyle, President

# SECTION 2
## Approach to Scope of Services

## Our Understanding

The City of Plantation (City) is in Broward County and encompasses 22.05 square miles near the south Florida Atlantic Coast. The City is highly vulnerable to the impacts of debris-generating disasters such as hurricanes, tropical storms, severe weather systems, flooding, and tornadoes. As such, the City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support and assist the City in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

*Thompson agrees to fulfill all requirements outlined in the scope of services and strives to exceed the service expectations of the City of Plantation. We are familiar with the challenges that make debris removal and disaster recovery unique in the City and stand prepared to assist the City with implementing a recovery program that mitigates and addresses many of the City's challenges, which may include:*

**Commitment to the City of Plantation and Ability to Quickly Respond:** With our headquarters in Central Florida, Thompson is uniquely qualified and strategically located to quickly mobilize a debris monitoring and management team to effectively address the City's needs and begin monitoring and documenting debris removal activities performed by force account and contractor equipment. We will use what we have learned from previous disaster recovery projects in Florida and throughout the United States to improve the efficiency of the debris removal program, reduce the overall cost of the various debris removal programs, and expedite the City's recovery following a future disaster. Thompson is committed to supporting the City's planning, preparedness, and response initiatives as well as understanding the challenges the City may face in the event of a future disaster, such as limited availability of temporary debris management sites and final disposal sites. We will work closely with the City and the City's contractor to help mitigate those challenges.

**Use of Automated Debris Management System to Ensure Accurate Reporting and Real-Time Access to Project Data and Documentation:** Thompson proposes using our Automated Debris Management System (ADMS), the Thompson Data Management Suite (TDMS), to ensure accurate and timely reporting to the City. We understand that daily progress reporting and mapping will be critical to the City, and Thompson's ADMS will produce accurate, daily collection maps by collection zone. Through TDMS*portal*, the City will have real- time access to electronic ticket documentation, hazardous tree photos, contractor invoices, monitoring invoices, geographic information system (GIS) portal/maps, and other electronic supporting documents such as debris management site permits and project reports. Thompson's ADMS also fully supports electronic timekeeping, eliminating administrative costs and providing the City with visibility into monitoring costs near real-time.



real-time access to data

**Access to Enhanced GIS Technology and Capabilities:** Thompson continues to expand our GIS resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing of data to provide spatial location information such as project boundaries and

roadway maintenance responsibility designations (i.e. local vs. state roadways). Thompson has also implemented the utilization of aerial technologies, both in house and through partnership with satellite imagery subcontractors, to enhance debris removal and monitoring operations. This includes conducting qualitative damage assessments with unmanned aerial systems to provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris, flooding, or otherwise inaccessible terrain. This data can also provide pre-and-post-work satellite imagery and improve the management of debris management sites (DMS).

**A Dedicated Point of Contact with Thompson:** A major hurricane that impacts the City will result in multiple recovery initiatives that are managed by numerous City departments. Thompson will provide a dedicated project team to ensure that each debris removal program is managed and documented properly to maximize available federal reimbursement. Additionally, Thompson's dedicated and local Client Liaison, Simon Carlyle, will be available to the City for the duration of any resulting contract and during all stages of disaster planning and/or recovery acknowledging all communication and information requests within **24** hours of receipt.

**Immediate, Well-Orchestrated, and Well Documented Force Account and Contractor Response during the 70-Hour Push:** Following a disaster incident, the City has the responsibility to ensure that City maintained roadways are cleared and accessible as quickly and efficiently as possible. It is imperative that the City implements a coordinated response between force account and contracted resources. Thompson will ensure that all hours and activities are documented to substantiate FEMA reimbursement. Thompson will also work with the City and its debris removal contractors to expedite 70-hour push activities, focusing on the pre-determined list of priority roadways, while ensuring that the period of performance adheres to FEMA's eligibility standards and all labor and equipment time is tracked and documented.

**A Local Preference for Hiring Debris Monitors:** It is Thompson's intent to fill temporary debris monitoring positions with City residents in need of work. Thompson will provide qualified residents with safety training, as-needed drug screening, and on-the-job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

**The Ability to Work Closely with FEMA and FDEM to get Disaster Specific Guidance in Writing:** Thompson's staff maintains a strong working relationship with FDEM and FEMA Region VI. We will work to ensure that all guidance pertaining to waterway debris removal, tree removal, vehicle and vessel removal, and debris removal from private property, including demolitions, is obtained in writing prior to proceeding with specialized recovery operations. This will minimize the financial risk to the City of proceeding with costly contracted debris removal operations that are later under-funded or un-funded by FEMA and FDEM.

## Availability & Current Workload

The following graphic represents the current commitment over the next year of key members of the assigned project personnel. The exact number of dedicated days of each assigned staff member as well as the various quantity of staff and technical expertise will vary depending on the severity and length of a disaster event and the subsequent recovery process.

Figure 2-1: Availability – Assigned Personnel

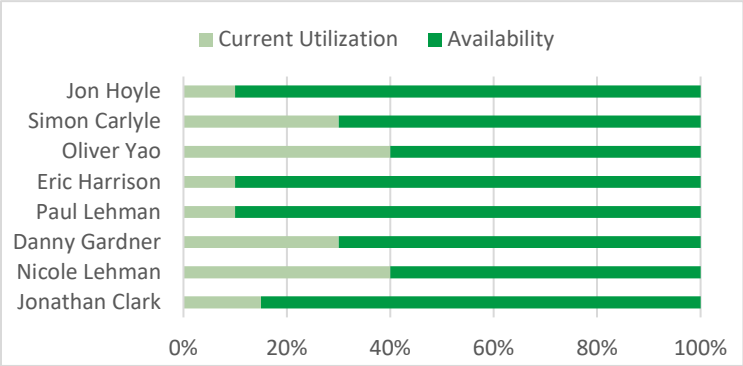


The following table summarizes our current workload and future commitments to other disaster monitoring contracts as a percentage of total workload for key project personnel.

Table 2-1: Current Workload - Disaster Debris Monitoring & Management

| Current Availability of Project Staff (percentage) | Current Future Contractually Obligated Man Hours | Obligated Man Hours as a Percentage of Total Workload |
|---|---|---|
| 95% | <1,000 | <10% |

Thompson maintains the experience, personnel, and resources necessary to fulfill the scope of work required by the City. Following a future disaster, the City can expect the priority treatment that Thompson is committed to delivering.

## Sub-Contractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the City without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the City to identify an appropriate subcontractor.

## Utilization of Technology Solutions

### Thompson's Automated Debris Management System (ADMS)

**12+**
years of TDMS deployments

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software, and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. Each major component of TDMS is summarized below:

**TDMS*mobile***: is an ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing a handheld device and hip printer. The handheld device and system have configurable security settings to protect use and data. Specified

locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. TDMS*mobile* also has a disconnected architecture and is fully operational in a post storm environment where cellular networks are compromised or destroyed.

**TDMS*web*:** is a web-based application that serves as the backbone of the TDMS for storage and data management. TDMS*web* provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.

**TDMS*maps*:** is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. TDMS*maps* provides full access to live maps, progress maps and query maps which assist in evaluating progress, assigning, or re-assigning crews, and providing graphical information to make debris management decisions that support effective and efficient operations. Thompson can tailor progress and real-time operation mapping to meet the City's needs.

**TDMS*portal*:** is a web-based portal that serves as the client and contractor information center for contract documents, project costs, electronic tickets, accounting transactions and invoices. ***TDMSportal will be the City's secure and single sign-on resource to access all project data and documentation***. TDMS*portal also* provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increases visibility between the applicant, Thompson, and the debris contractor.



single source to access all project data

Through the implementation of these technologies, TDMS limits the propensity for human error, fraud, data entry error, and reconciliation challenges resulting in efficiencies, increased accuracy, and cost savings. ***Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider***.

## Successful Deployment History

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since **2012**. TDMS can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). The following list includes a summary of each disaster incident and the number of handheld units deployed.

Table 2-2: TDMS Deployments

| Disaster | Units Deployed | Disaster | Units Deployed |
|---|---|---|---|
| 2022 Hurricane Ian | 2,015 | 2017 Hurricane Maria | 375 |
| 2021 KY Sever Winter Storm | 689 | 2017 Hurricane Irma | 1,200 |
| 2020 Hurricane Delta | 61 | 2017 Hurricane Harvey | 400 |
| 2020 Hurricane Zeta | 343 | 2016 Hurricane Matthew | 876 |

| Disaster | Units Deployed | Disaster | Units Deployed |
|---|---|---|---|
| 2020 Hurricane Sally | 1,619 | 2016 Louisiana Flooding | 330 |
| 2020 Hurricane Laura | 438 | 2015 South Carolina Flooding | 180 |
| 2019 Hurricane Dorian | 91 | 2014 Winter Storm Pax | 475 |
| 2018 Hurricane Michael | 1,300 | 2012 Hurricane Sandy | 100 |
| 2018 Hurricane Florence | 235 | 2012 Hurricane Isaac | 12 |

Thompson maintains over **3,500** TDMS*mobile* units on hand and has access to additional units within **24** hours of notification when necessary. Thompson's TDMS*mobile* devices have been deployed successfully over the last **12** years, and from day one of debris removal operations Thompson will be able to provide the City with paperless ticketing.

## GIS Mapping Capabilities

Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (e.g., local vs. state roadways).

Figure 2-2: Road Ownership Map

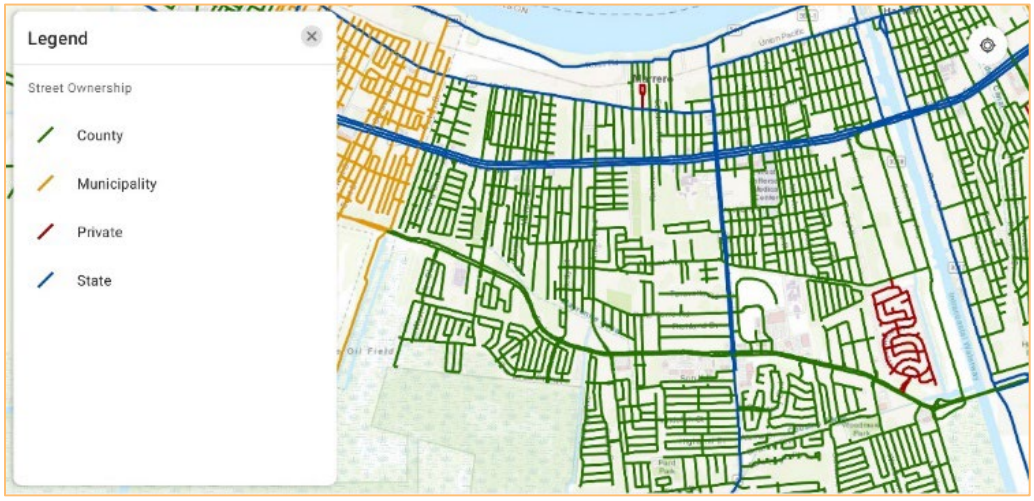


Thompson employs ArcGIS Pro, ESRI's latest desktop GIS application, which allows for seamless integration with our company's ArcGIS Online and Enterprise platforms. Additionally, we can integrate data collected through ESRI's Survey123 and Field Maps for display in ArcGIS applications (Web Mapping Applications, Dashboards, or StoryMaps).

TDMS*maps* is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities and is available to our clients through the TDMS*portal*. Thompson's clients have full access to a variety of live maps, progress maps and query maps and can be tailored to the needs of the City.

### Pass, Progress, and Activity Mapping

Progress and pass mapping, which geographically present debris removal contractor activity, is a valuable tool for our clients, the contractors, and the community. The ability to show which roadways

debris removal crews have performed collection allows the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.

Figure 2-3: Road Clearance Pass Maps

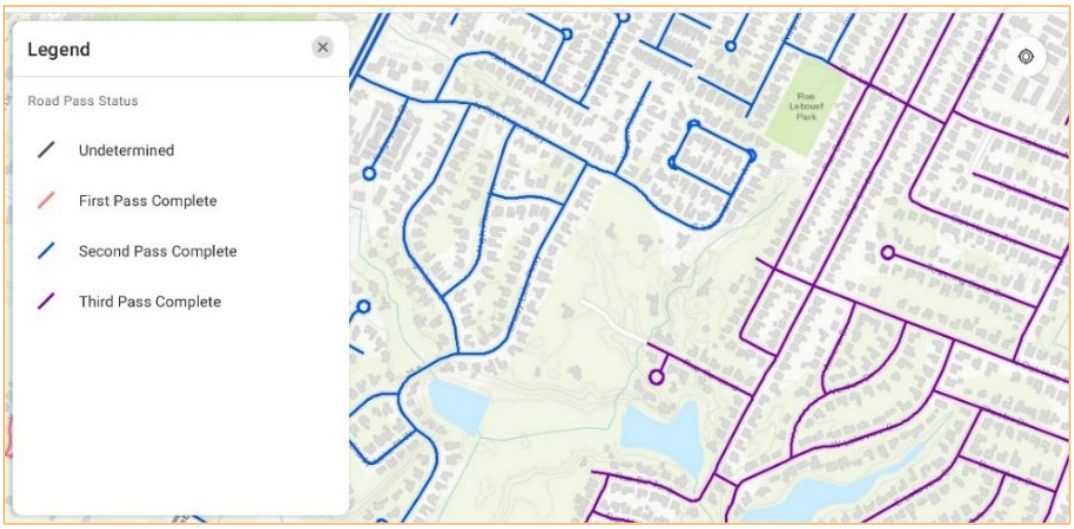


***Progress maps can be URL/web-based and shared with the public to communicate debris removal activity.*** Zoom functions within the map can provide street-level detail.

Debris monitor activity maps depict, in real-time, where monitors are documenting debris removal. Zoom features provide street-level view and ticket details including date, time, location debris collection type and quantity. Activity maps can also be searched by exact street addresses to check progress.

Figure 2-4: Daily Debris Monitor Activity Maps

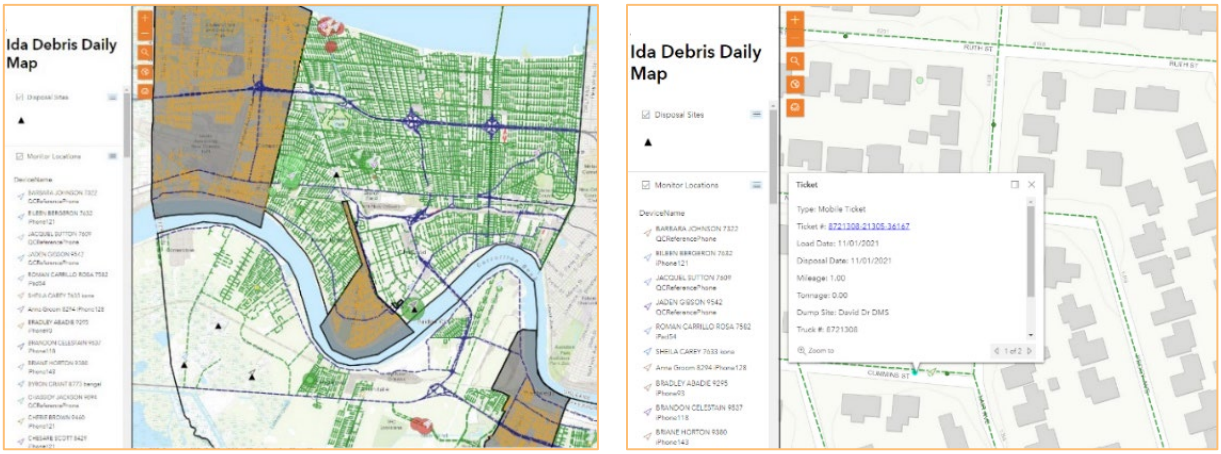


## Dashboards

Thompson can also create GIS Operations Dashboard that displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc. Dashboards can be created for a variety of debris removal programs, including private property debris removal.

Figure 2-5: Punch List and Pass Map Dashboard

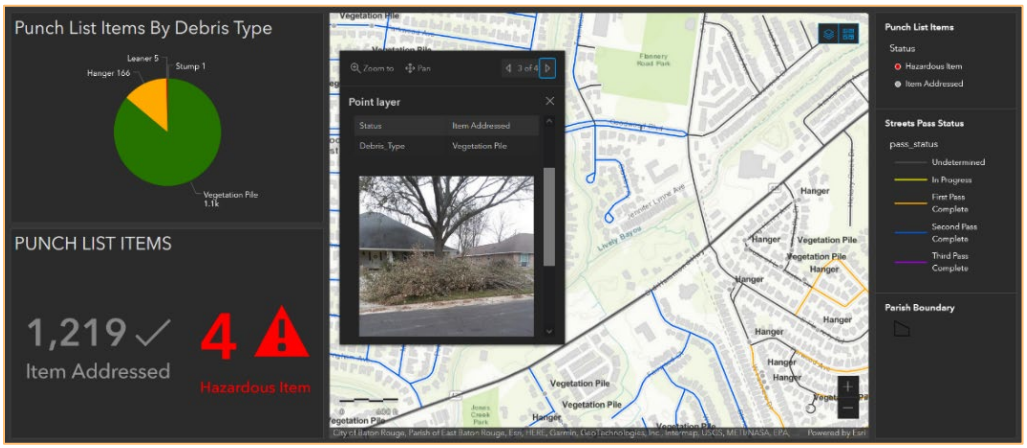


## Equipment Resources

Thompson has provided disaster recovery services to various clients over the years; on past projects we have not had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24 hours. All equipment listed will be available to support the City during preparedness measures and post-disaster operations. The following items are supplied to field personnel prior to mobilization:

- Safety Equipment: Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- Communication Device: Cell phones, and/or radios are provided to our field personnel based upon the project needs.
- Laptops and Portable Printers / Scanners / Copiers / Fax Machines: These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- Additional Field / Office Supplies: All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 2-3: Available Field Equipment

| Resources/Field Equipment | Quantity | Resources/Field Equipment | Quantity |
|---|---|---|---|
| Southeast Offices | 26 | Full Time Employees | 550 |
| ADMS Sets | 3,500 | Stand-by Disaster Recovery Employees | 1,200 |
| Computer – Desktop Station | 175 | Printers / Copier – Color Laser | 100 |
| Computer – Laptop | 175 | Printers – Black and White Laser | 25 |
| Starlink Units | 24 | Printer / Copier / Scanner / Fax– Portable | 30 |
| MiFi Access Point | 50 | Digital Cameras | 25 |
| Communication – Cell Phones | 213 | Handheld GPS Units | 100 |
| Communication – Radios | 83 | Boats (12' to 22') | 10 |
| Communication – Desktop Phones | 350 | Trucks | 6 |

### Connectivity Equipment




Dependable infrastructure and communication access is not only necessary during immediate project staffing or mobilization, but also throughout project operations to ensure quicker and more efficient data collection and reporting. Therefore, Thompson has invested in **24** highly portable Starlink units that allow access to high-speed internet via satellites to clients across the United States and Caribbean.

Although our debris removal monitoring technologies, such as TDMS*mobile* detailed within our proposal response have a **disconnected architecture** and are fully operational in a post storm environment where cellular networks are compromised or destroyed, the Starlink units give field teams the ability to move from a disconnected environment with nightly data uploads to near-real time, connected operations. This allows for quicker reporting and data QA/QC activities. Additionally, these units support Wi-Fi calling and texting increasing communication and safety of field teams located in remote or desolate areas. Thompson's Starlink units have been utilized on the following projects:

**2022 Puerto Rico:** units were utilized following Hurricane Fiona on the western portion of the island where cell connectivity was scarce.

**2022 Southwest Florida:** units were deployed to the barrier islands following the devastating impacts of Hurricane Ian which completely destroyed cellular connectivity and communications infrastructure.

**2023 New Mexico:** units were used to support field operations and local data center in the Calf Canyon / Hermits Peak area following widespread fires throughout remote areas of northern New Mexico.

**2024 Florida, Georgia, South Carolina, North Carolina, Tennessee:** units were deployed to support field operations and local data centers in response to widespread, catastrophic damage across remote areas of the southeast caused by back-to back hurricanes Debby, Helene, and Milton.

## Approach to Debris Removal Monitoring

### Maximizing Reimbursement

> *Thompson's approach to providing disaster debris removal and disposal monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.*

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects.

This approach is applied throughout all contract activities and all phases of the disaster preparedness, response, and recovery program for disaster debris removal monitoring.

Figure 2-6: Disaster Debris Removal Monitoring Phase and Task Summary




## Non-Event / Preparedness and Planning

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City.

In addition, Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters or participate in exercises related to the City's disaster preparedness, response, and recovery.

A listing of sample services that can be provided to the City is provided below.

- Disaster Debris Management Plans (DDMP)
- FEMA Public Assistance (PA) Training
- Identification of Debris Management Sites (DMS)
- Procurement Assistance
- Public Information
- Mitigation Planning and Support
- Comprehensive Emergency Management Planning
- Executive Guidance to Commissions, Boards, and Panels

## Post-Event / Disaster Debris Removal Monitoring Operations

Thompson has functionally organized our disaster debris removal monitoring operations by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on disaster specific challenges. Our tasks and task approach can be modified and scalable and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table 2-4: Mobilization Timeline

| Task | Mobilization Time |
|---|---|
| **Mobilization** | |
| Program Management | Immediately following NTP |

| Task | Mobilization Time |
|---|---|
| Damage Assessment | 12-24 hours following notice-to-proceed (NTP) |
| Onboarding and Training of Employees | 12-24 hours following NTP |
| **Debris Program Implementation** | |
| Health and Safety Plan Implementation | 12-24 hours following NTP |
| Measure and Certify Trucks by FEMA PAPPG Standards | 12-24 hours following NTP |
| Deploy Field Supervisors / Field Supervisors | 24-48 hours following NTP |
| Deploy Loading Site Collection Monitors | 24-48 hours following NTP |
| Deploy Debris Management Site Monitors | 24-48 hours following NTP |
| Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps | 24-48 hours following NTP |
| Perform Special Debris Removal Programs (e.g., private property debris removal) | TBD, based on input from FDEM and FEMA |
| **Data Management** | |
| Accumulate and Review Daily Field Data (QA/QC) | Onset of debris collection activities |
| Reporting and Progress Mapping | On-going throughout recovery operation |
| Reconcile Contractor Invoices | On-going throughout recovery operation |

## Mobilization

### Mobilization | Program Management

Thompson will assist the City in in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

In most cases, Thompson will deploy our project team in anticipation of receipt a notice-to-proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. Upon receipt of a notice-to-proceed, Thompson will deploy Project Quality Assurance and Project Administrative initiation teams to the City.

The Project Quality Assurance Team will consist of the Project Manager and appropriate number of Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all field staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Motor Vehicle record checks
- Debris Monitor Training
- Health and Safety Plan Implementation

**Collaboration with the City:** Immediately following notice-to-proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. Thompson will need the following information from the City prior to or upon mobilization:

- Points of Contact
- Copy of contract between City and debris removal contractor(s)
- GIS shapefiles
- List of priority roads
- Preferred debris removal zones (if available)
- Any inter-local agreements or memoranda of understanding with State, County, or other municipalities

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

**Debris Removal Contractor Coordination:** Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and their debris removal contractors. Immediately following a notice-to-proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

- Identification/confirmation of equipment staging area
- Damage assessment
- Emergency push
- Zone assignment to contractors and subcontractors
- Distinct field management based on authorized scopes of work
- DMS permitting

**FEMA and State Agency Coordination:** To the extent that it is required by the City, Thompson will serve as a liaison between FEMA, FDEM, and other public entities to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG). Thompson will work with

the City, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

**Public Information Support & Customer Service:** Thompson has a variety of resources and tools to assist the City's public information and outreach efforts. During non-event times, prior to and immediately following a disaster incident, Thompson can work with the appropriate City staff to develop press releases to inform the public on topics related to debris removal efforts, including proper setout procedures for bring debris to the right-of-way, anticipated collection start, progress and end dates, and notification of special debris collection programs available to the public.

Thompson can also utilize our technology solutions, including our enhanced mapping capabilities, to provide project data summaries including debris types and collection totals as well as URL/web-based maps and dashboards that the City can share with the public.

*As part of Hurricane Ian recovery efforts, Lee County, Florida, wanted to provide a public facing website to update residents on recovery progress. Working closely with the County, Thompson provided data and mapping information that was displayed through a public dashboard hosted by the County and available to citizens online and through mobile devices.*

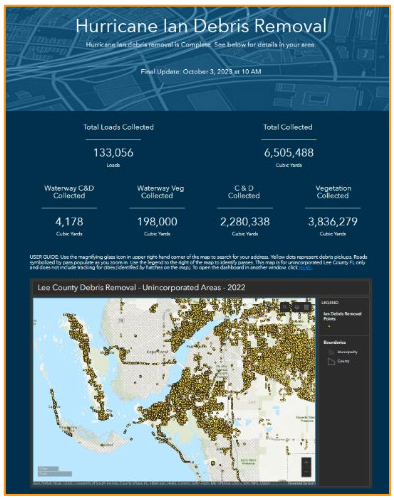


Thompson can also establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status to track the complaint and resolution. Damage complaints concerning debris removal will be tracked and reported by debris contractor(s). All complaints will be provided to the project management team for resolution with the debris contractor. Thompson will provide a log of inquiries and complaints and their resolution to the City Project Manager on a weekly basis.

## Mobilization | Damage Assessment

At the direction of the City, Thompson can assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- Identifying damaged facilities
- Documenting damages
- Documenting work and cost
- Other Considerations (codes and standards, repair vs. replacement, hazard mitigation etc.)

All damage assessment documentation will be captured, digitized, and managed using TDMS. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.

**Estimation Methodology:** For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris-estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of ± 30%.

Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and unmanned aerial systems assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Unmanned aerial systems assessments are important because they provide Thompson with the ability to gauge the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

## Mobilization | Onboarding and Training of Employees

Thompson's staffing plans are designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs no matter the operating climate. Typically, Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice-to-proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of candidates to serve as future debris collection and disposal monitors. Thompson will contact these candidates immediately following the issuance of a notice-to-proceed and simultaneously begin recruiting efforts for the City.

**100+**
monitors onboarded daily

Thompson is fully prepared to deploy the appropriate number of fully trained field staff to the City within 24 hours of receiving a notice-to-proceed and will make every effort to hire residents from impacted communities within the City to serve as debris monitors. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage. In accordance with FEMA PAPPG, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris monitor.

**Ability to Onboard and Train within 24 Hours:** Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time.

*The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained and safe local hires within 24 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice-to-proceed.*

Table 2-5: Local Hire Task Summary

| Task | Mobilization Time |
|---|---|
| Non- event local hire recruiting | Year-round |
| Local hire recruiting (activation imminent or issued) | 12-48 hours |
| Driver motor vehicle record check | 12-48 hours |
| Health and safety training | 12-48 hours |
| Debris collection and disposal monitor training | 12-48 hours |
| TDMS – debris management system training | 12-48 hours |
| Issuance of personnel protective equipment (PPE) | First day of field operations for each monitor |
| Project is fully staffed | < 72 hours |

## Debris Program Implementation

### Debris Program Implementation | Health and Safety Plan

Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. Our behavioral-based program enables employees to conduct risk assessments to identify and control or eliminate hazards. Most importantly, our employees are authorized and required to stop work when safety is compromised. Our employees work in a variety of environments, from the field to the office. We believe that the health and safety of our employees are best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need.

Thompson will implement a Health and Safety Plan (HSP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HSP will establish that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide a hard hat, reflective vest, safety glasses and hearing equipment to collection and disposal monitors, and field supervisors.

In addition, Thompson will ensure that all collection and disposal monitors, and field supervisors report to work with a cell phone, protective shoes, long pants, hot, cold, and/or wet weather gear, sunscreen, and a supply of bottled water.

### Debris Program Implementation | Truck Certification

In accordance with FEMA PAPPG standards, Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions, and unit rates in City's debris removal contract. To comply with these standards, Thompson will observe and record the following information during truck certifications:

- Valid truck registration
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck

- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number affixed to each side of the debris removal truck.

## Debris Program Implementation | Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to oversee, document, and substantiate debris removal efforts efficiently and effectively. Field Supervisors will:

**10:1**
monitor to supervisor ratio

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are documenting the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by collection monitors to substantiate debris removal operations
- Identify, address, and troubleshoot any questions or problems that could impact work safety and eligibility
- Suggest methods to improve the efficiency of collection and removal of debris

**Field Personnel Timekeeping:** After operations conclude each evening, Thompson project managers will perform a review on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field by Supervisors for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

## Debris Program Implementation | Deploy Field Monitors

**Debris Loading Site Collection Monitors:** Thompson will deploy a debris removal collection monitor for each piece of loading equipment deployed by the Contractor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City property and other collection zones identified and approved by the City. The Collection Monitor will perform all services outlined in the City's scope of services.

**Hazardous Leaning Tree, Hanging Limb, and Stump Removal Monitors:** Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with right-of-way (ROW) debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates.

**Debris Management Site Disposal Monitors:** Thompson will work with the City and their contractor(s) to establish the appropriate number of debris management sites (DMS) required and staff each site with trained DMS Disposal Monitors. Disposal Monitors are responsible for completing the load transactions

and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS monitors will remain in contact with Field Supervisors and report any issues at the DMS site immediately.

## Debris Program Implementation | Damage Complaint Tracking

**Mitigating Damages:** Thompson will proactively work with debris removal contractor(s) to discuss operational conditions to mitigate damages. Collection and Disposal Monitors are trained to identify and notify the debris removal contractors of potential causes damages before they occur. Thompson can also appoint a Field Supervisor dedicated to receiving and documenting damages that occur and are reported from the Collection and Disposal Monitors.

**Documenting Damages:** Collection and Disposal Monitors and Field Supervisors will be trained on the process for reporting and documenting damages, in addition Thompson will also appoint a dedicated Field Supervisor to each work zone for receiving damage reports and documenting all required information to track the incident from occurrence through resolution, including photographs, descriptions, and GPS coordinates.

**Tracking Damages:** Thompson will assign a unique work order number to each damage complaint and will track the work order by the GPS coordinate of the complaint. A map will be maintained of all damage related work orders showing the status (identified, verified, and resolved) of each incident. Thompson will maintain the following information for each damage complaint work order and organize work orders by service area:

- Work order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions by responsible party
- Photographs/other evidence of repair
- Cost summary, if available

## Debris Program Implementation | Special Debris Removal Programs

The damage caused by major debris events including hurricanes, tropical storms, tornadoes and flooding often create the need for special debris removal programs which include, but are not limited to:

- Private property debris removal (PPDR)
- Debris removal and restoration of waterways and canals
- Debris removal from parks and recreation trails
- Vehicle and vessel recovery and disposal
- Hazardous waste and contaminated debris management
- Debris removal from storm drains and catch basins

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City's contractors, FDEM, FDEP, NRCS, USACE and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety

- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (e.g., linear foot)
- Ensuring vehicles and vessels are abandoned, i.e., the vehicle/vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

**Private Property Debris Removal (PPDR) Monitoring:** Thompson has extensive experience in developing and implementing private property debris removal (PPDR) programs, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten (10) years.

Thompson will review local ordinances and design a PPDR program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in California, Puerto Rico, Texas, Alabama, Mississippi, Louisiana, and Florida. To ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that residents in need can participate in the program.

Upon review and approval of a proposed PPDR program by the City, FDEM, and FEMA Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- FEMA Historic Preservation review / approval

- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

All PPDR documentation is managed through multiple elements of TDMS, including organizing and storing program and property documentation, mapping, and property status and program statistics.

Figure 2-7: TDMS*web* Management and Administration of PPDR Documents

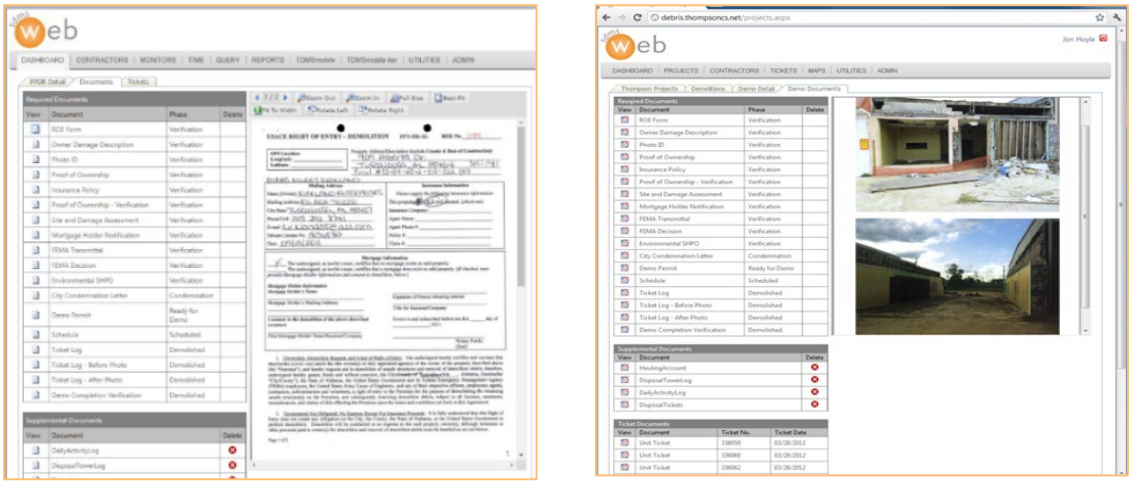

Figure 2-8: PPDR Applicant Intake Dashboard

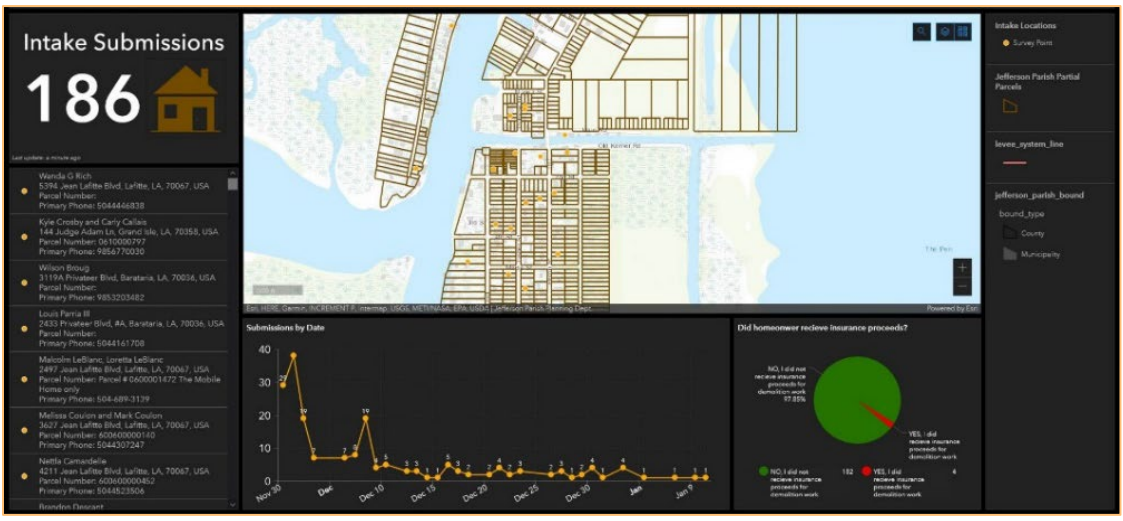

## Data Management

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting.

### Data Management | Quality Control / Quality Assurance

Debris collection and disposal information generated from tickets created in the field utilizing TDMS*mobile* is uploaded into a secure electronic disaster debris data management system, TDMS*web*, that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collection and disposal location. This information is reviewed daily through Thompson's quality assurance/quality control (QA/QC) queries and parameters which check of irregularities and outliers. Such queries and parameters include:

- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Figure 2-9: Ticket Data Presented in TDMS*web*

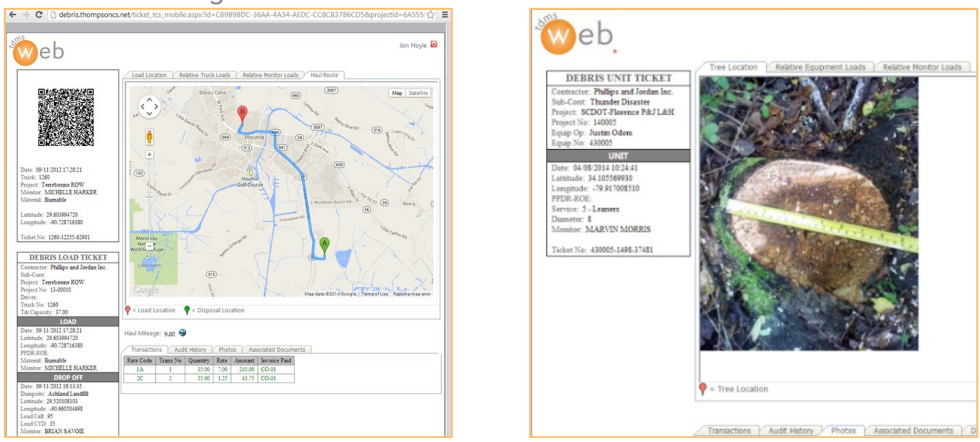


*Thompson will also plot daily collection activities using GIS software to review collection locations against eligible City boundaries to ensure collection is occurring in designated work zones.*

Figure 2-10: Ticket Location and Boundary Mapping

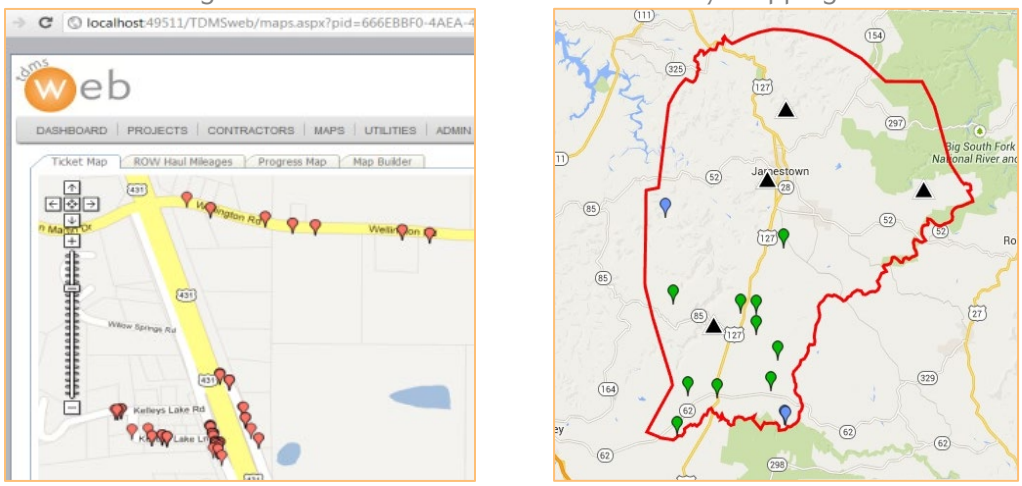

## Data Management | Reporting

Thompson collects a large amount of information from field operations daily and can provide our clients a variety of reports, maps, and dashboards to summarize this information. We develop and manage all reports in-house and can customize each product based on the client's reporting needs and program configuration.

**Daily Debris Collection Report:** Thompson's Daily Debris Collection Report is produced each day and summarizes the previous day's field activities as well as providing project metrics and trend reporting. This can include, daily and cumulative haul totals or unit counts for each type of debris collected along with several other totals and statistics including but limited to:

- Date of reporting, client, disaster number, project, and contract number
- Summary of the previous day's activities
- Number of contractor certified equipment in field
- Total number of monitors in the field
- Minimum, maximum, and average load size
- Average load call percentage
- Days from debris removal start date
- Days from FEMA Disaster Incident start
- Disposal locations with debris totals

The main body of the report contains standard reporting metrics to meet the requirements of FEMA, however, Thompson can adjust the Daily Debris Collection Report to also meet the needs of any additional contractual (e.g., requirement of minimum contractor trucks in field within a certain hours/days timeframe) or local needs (e.g., collection or political zones or districts).

**GIS Mapping and Dashboards:** Thompson can also provide project data through GIS mapping and dashboards that also displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc.

Figure 2-11: Project Operations Dashboard

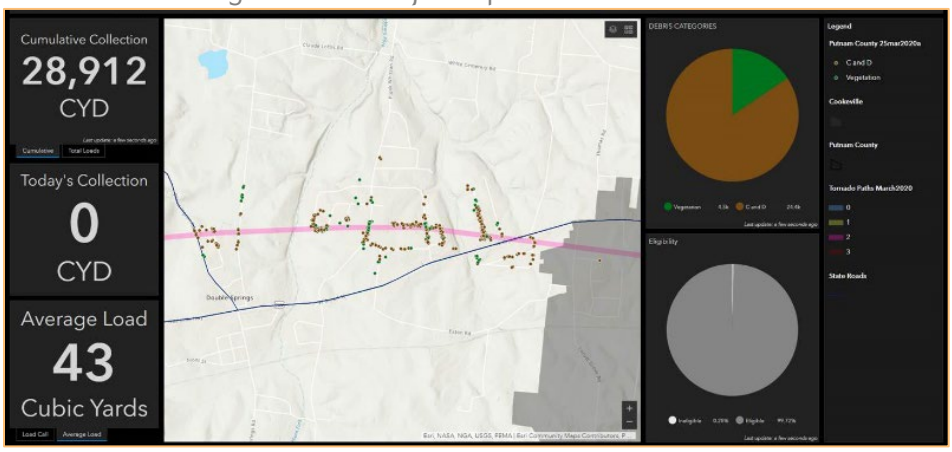


*Our goal is to provide efficient and effective insight into the debris removal and recovery operation through a customized approach to avoid submitting an unnecessary or overwhelming amount of "off the shelf" reports.*

**Field Documentation:** Thompson captures a variety of physical and digital field documentation through logs and our automated debris management system. Unique to Thompson, our process retains one

physical copy of the electronic receipts created at the disposal site or in the field for unit rate work. These paper copies are housed with the other paper field logs throughout the life of the project as a backup for any technical issue that may arise in the field. Additional copies of the paper ticket are provided to the truck driver, scale house (if applicable) and the debris contractor representative.

**TDMS*portal*:** A main component of TDMS, the TDMS*portal*, serves as the client and contractor information center. The TDMS*portal* provides real-time access to project related documents and data, including but not limited to:

- Contract documents
- Environmental permits
- Truck Certifications
- Ticket and image details
- Daily Reports
- Maps (live, progress, pass, roadway)
- Contractor invoice packages
- Monitor invoice packages

***Thompson has provided a sample report and field documentation in Exhibit 2-1 following this section.***

### Data Management | Invoice Reconciliation

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. For contractor payments to be verified as accurate and correct, Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

## Closeout

Thompson's team of consultants, engineers, cost estimators and subject matter experts are disaster recovery and grant management practitioners and implementers that maintain an active knowledge of federal policy and industry leading expertise in navigating federal programs to maximize and retain federal funding for impacted communities.

### FEMA PA Worksheet Development

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with FDEM officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for

reimbursement by declaration in federal guidelines (i.e., indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the City receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between the City, FDEM, and FEMA, Thompson will seek to expedite City's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support. ***Thompson consultants have experience preparing and administering PWs in all categories of work.***

### Audit Ready Documentation

Throughout the duration of the project, the City will be provided access to the TDMS*portal*, which will include all project documentation and reports required by FEMA for review. Thompson's documentation process mirrors the FEMA GrantsPortal to expedite the submittal and review process.

For example, all reconciled invoices are delivered to the City for submission to FEMA as audit ready packages which include the contractor invoice, all supporting data in MS excel, Thompson's payment recommendation and an Adobe PDF of all associated load and unit tickets. Upon project completion, Thompson will provide the City with a final report that captures all reconciled cumulative project totals, with quantities broken out by debris type, DMS site, and final disposal location. A separate cost report, broken out by contract line item, will also be provided at project completion.

### Audit Support

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

## Innovative Concepts: Mitigating Operational Risks

Thompson has drawn on years of experience performing disaster debris removal monitoring services and has incorporated best practices in mitigating a variety of risks associated with these services. Thompson invests considerable resources in technologies to support efficient debris removal monitoring including the Thompson Data Management Suite (TDMS) a critical component to ensuring quality data captured for reimbursement by FEMA. The section above details how we utilize TDMS to capture, review, and present quality data in a FEMA audit-ready format.

### Data Redundancy, Security and Accessibility

#### Redundancy

Thompson utilizes the latest technologies and scalable enterprise relational database management systems (RDMS) for data management. All production databases reside on Thompson owned, dedicated,

and collocated servers in a Tier 3 data center that provides redundant power, space, and internet connectivity.

Field level data collection with TDMS units are stored with Extensible Markup Language (XML) and stored in multiple locations on the localized device, middle tier servers, web servers and database servers. Middle tier processes control the batch level processing of the XML transactions with full rollback capabilities. The relational databases contain Globally Unique Identifiers (GUID) for all database table primary keys and foreign keys in a normalization concept of fourth normal form (4NF), adhering to the highest professional data standards.

### Security

Thompson takes a proactive approach to ADMS management by utilizing real time analytics in the field. Software is utilized on tablets that manage staff, truck and disposal site locations while analyzing real time trip times, departures, and productivity. Operational analytic reports are used throughout daily operations to identify possible outliers for investigation.

In the event an ADMS unit is compromised, all load tickets for that day are immediately marked as ineligible and transferred to an investigation queue for review. Investigations typically will span 7 – 14 days of tickets in search of anomalies or fraud by desktop audit and then progressing to a field audit, depending upon findings. All findings are presented to the Contractor and Client for review and can be disputed and re-evaluated by either party.

### Accessibility

Thompson provides access to TDMS*portal* which houses all information related to a project in a user-friendly web interface (not just an FTP file share type site). TDMS*portal* contains real time access to all field data as well as project maps, reports, invoices, and other administrative functions. All data can be downloaded in excel or as a zipped package (include excel exports, ticket image PDFs, photographs, etc.). TDMS*portal* has been developed specifically with the end goal of easily exporting all FEMA Project Worksheet related documents from a single source following the completion of the removal operations.

# EXHIBIT 2-1: SAMPLE REPORTS & FIELD DOCUMENTATION

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***All data contained in this report is estimated until final reconciliation has occurred***

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# DAILY DEBRIS ACTIVITY REPORT

*Daily Report For:* **2/6/2023**
*Client:* **Lee County**
*Mission:* **Florida Hurricane Ian DR-4673-FL**
*Debris Hauler:* **Crowder Gulf**
*Report Generated On:* **2/7/2023**

## DAILY SUMMARY

Monday, February 6, 2023

| | |
|---|---|
| Total Loads Collected: | 318 |
| Average Loads per Truck/Trailer: | 4 |
| Average Load by CYD: | 65 |
| Minimum Load by CYD: | - |
| Maximum Load by CYD: | 121 |
| Hazardous Hanging Limbs | - |
| Hazardous Trees (All Size) | - |

## FIELD MONITORS

Monitor Count per Day

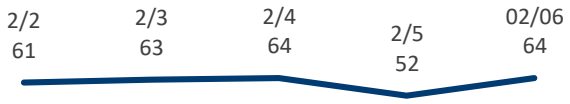


Monday, February 6, 2023

| | |
|---|---|
| Days from Debris Removal Start: | 125 |
| Days from FEMA Disaster Incident Start: | 138 |

## HAUL IN TREND

Cubic Yards per Day

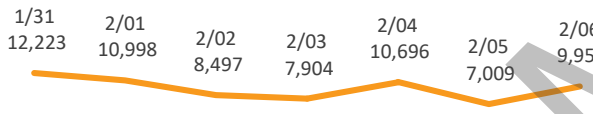


## HAUL OUT TREND

Cubic Yards per Day

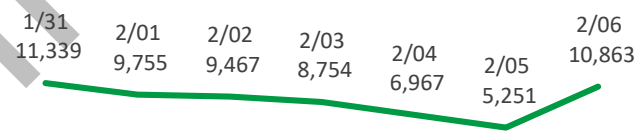


## TREE WORK TREND

Tickets per Day

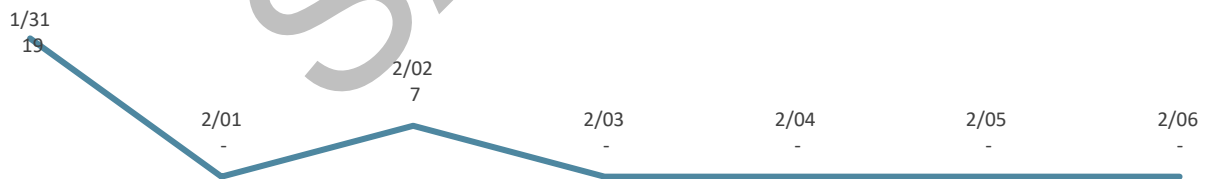


## EQUIPMENT

Truck & Trailer Count per Day

| | |
|---|---|
| 02/06 Haul in Trucks/Trailers: | 51 |
| 02/06 Haul out Trucks/Trailers: | 31 |

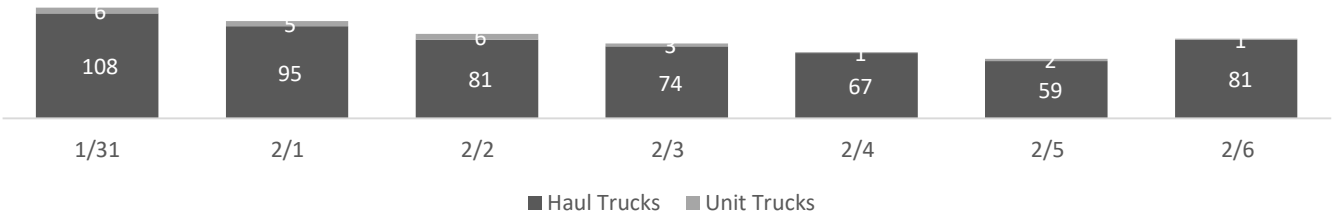


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# DAILY DEBRIS ACTIVITY REPORT

*Daily Report For:* **2/6/2023**
*Client:* **Lee County**
*Mission:* **Florida Hurricane Ian DR-4673-FL**
*Debris Hauler:* **Crowder Gulf**
*Report Generated On:* **2/7/2023**

## ROW Haul In Collection Detail

Monday, February 6, 2023

| | Daily Collection | | Project to Date | |
|---|---|---|---|---|
| Debris Type | Loads | CYD | Loads | CYD |
| Vegetation | 110 | 5,579 | 71,311 | 3,682,331 |
| Construction & Demolition (CD) | 95 | 4,340 | 43,456 | 2,146,767 |
| Concrete | 1 | 36 | 484 | 10,375 |
| Vessel | - | - | 11 | 598 |
| Dirty Sand | - | - | 5,483 | 143,575 |
| CYD Collection Totals | 206 | 9,955 | 120,745 | 5,983,646 |

| Debris Type | Loads | CYD |
|---|---|---|
| Dirty Sand (Morning of 02/07) | - | - |

| | Daily Collection | | Project to Date | |
|---|---|---|---|---|
| Debris Type | Loads | Tons | Loads | Tons |
| HHW | 1 | 3 | 200 | 402 |
| Tonnage Collection Totals | 1 | 3 | 200 | 402 |

## Waterway Haul In Collection Detail

Monday, February 6, 2023

| | Daily Collection | | Project to Date | |
|---|---|---|---|---|
| Debris Type | Loads | CYD | Loads | CYD |
| Waterway Vegetation | - | - | 1,719 | 67,615 |
| Waterway C&D | - | - | 90 | 3,412 |
| Waterway Collection Totals | - | - | 1,809 | 71,027 |

## Processed Debris Haul Out Detail

Monday, February 6, 2023

| | Daily Haul Out | | Project to Date | |
|---|---|---|---|---|
| Debris Type | Loads | CYD | Loads | CYD |
| Compact CD | 68 | 6,721 | 9,192 | 944,316 |
| Sand CD | 19 | 1,369 | 179 | 7,542 |
| Clean Sand Soil | - | - | 4,296 | 125,076 |
| Mulch | 25 | 2,773 | 5,301 | 581,688 |
| Reuse Mulch | - | - | 40 | 4,631 |
| All Haul Out Totals | 112 | 10,863 | 19,008 | 1,663,253 |

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**DEBRIS LOAD TICKET**

**253036-20151-66387**

Contractor: **Custom Tree Care Inc**
Subcontractor: **SUNDERLAND**
Project: **Wilson Co Debris**
Project No:
Driver:
Truck No: **253036**
Truck Capacity: **80.00**

## LOADING

Date: **05/30/2020 18:26:27**
Latitude: **36.194967440**
Longitude: **-86.262900140**
PPDR-ROE:
Material: **Mulch**
Monitor: **LISA HORNGREN**
ADMS Device **2**

## DROP OFF

Date: **05/31/2020 07:12:02**
Dumpsite: **Bones Farm FDS**
Latitude: **36.235407690**
Longitude: **-86.234697440**
Load Call: **40**
Load CYD: **32.00**
Tonnage:
Monitor: **JUVETZY MARTINEZ**
ADMS Device **7af9f6a4-2e59-4020-9d03-246bb1c7ab27**
Mileage: **5.60**

SAMPLE

**DEBRIS UNIT TICKET**

**700106-20265-31719**

Contractor: **DRC Group LLC**
Subcontractor: **SUNDERLAND**
Project: **Grant Parish Debris**
Project No:
Equip Op:
Equip No: **700106**

**UNIT**

Date: **09/21/2020 08:48:39**
Latitude: **31.523697990**
Longitude: **-92.553298990**
PPDR-ROE:
Service: **Hanger**
Diameter / Units: **2.00**
Monitor: **JEREMY WEHUNT**
ADMS Device **993**

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# Supervisor Daily Log

Date:_____

| Supervisor Information | |
|---|---|
| Name (print): | Phone #: |
| Applicant/Client | Program |
| Position: | County, City, or Other Location |

| Morning Safety Topic (if applicable) | Other Topics ( if applicable) |
|---|---|
| | |
| | |
| | |

**Daily Activity**

| Time | Activity (Site Visit, Runner,Survey, Data Center, Monitor visit etc.) | Location (Street, Disposal Site, Data Center, Monitor Check in Site, etc.) | Notes |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Signature: | Project/Operations Manager Signature: |
|---|---|
| | |

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# Daily Log

Date:_____

| Monitor Information | | |
|---|---|---|
| Monitor Name (print): | Phone #: | ADMS #: |
| Applicant/Client | Time In: | Time Out: |
| Operations Manger | Field Supervisor | |

| Morning Safety Topic | Other Topics ( if applicable) |
|---|---|
| | |
| | |
| | |
| | |

| Contractor Information | | |
|---|---|---|
| Contractor: | Sub-Contractor/Crew: | Truck # (s): |

**Work Performed**

| ROW Tasks | | Disposal Site | | Other: |
|---|---|---|---|---|
| □ Training | □ Observed Bobcat | □ Training | □ ADMS Entry | □ Admin |
| □ Generated ROW Tickets | □ Stump Survey | □ Load Calls | □ Haul Out | □ Truck Cert Team |
| □ Generated L/H/S Tickets | □ Other:_____ | □ Logged Tickets | □ Other:_____ | □ Other: _____ |
| □ Performed Tree Survey | _____ | □ Exit Tower | _____ | _____ |

| Miscellaneous | Visitors | |
|---|---|---|
| Starting Street:_____ | Name | Agency/Company |
| Ending Street:_____ | | |
| Disposal Site:_____ | Name | Agency/Company |

**Notes**

(Who you trained with, equipment break downs, weather delays, etc.)

| # of Tickets | # of Voided Tickets | Monitor Signature: |
|---|---|---|
| | | |

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# Load Ticket Log

Name _____ Date _____

Monitor # _____ Contractor _____

Applicant _____ Sub-Contractor _____

Program _____ Zone _____

| | Ticket # | Address | Truck # | Driver Name | Debris Classification | Start Time | End Time |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | | | | | | | |
| 16 | | | | | | | |
| 17 | | | | | | | |
| 18 | | | | | | | |
| 19 | | | | | | | |
| 20 | | | | | | | |

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Crew Contact Name_____

Crew Contact Phone #_____



Meeting Location_____

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# Unit Rate Ticket Log

Name Others Date

Monitor # Contractor

Applicant Sub-Contractor

Program Zone

| | Ticket # | ADDRESS | GPS Coordinates | | JPG # 1 | JPG # 2 | JPG # 3 | Rate Code or Measurement | Unit Count | Start Time | End Time |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | N: | W: | | | | | | | |
| 2 | | | N: | W: | | | | | | | |
| 3 | | | N: | W: | | | | | | | |
| 4 | | | N: | W: | | | | | | | |
| 5 | | | N: | W: | | | | | | | |
| 6 | | | N: | W: | | | | | | | |
| 7 | | | N: | W: | | | | | | | |
| 8 | | | N: | W: | | | | | | | |
| 9 | | | N: | W: | | | | | | | |
| 10 | | | N: | W: | | | | | | | |
| 11 | | | N: | W: | | | | | | | |
| 12 | | | N: | W: | | | | | | | |
| 13 | | | N: | W: | | | | | | | |
| 14 | | | N: | W: | | | | | | | |
| 15 | | | N: | W: | | | | | | | |
| 16 | | | N: | W: | | | | | | | |
| 17 | | | N: | W: | | | | | | | |
| 18 | | | N: | W: | | | | | | | |
| 19 | | | N: | W: | | | | | | | |
| 20 | | | N: | W: | | | | | | | |

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Crew Contact Name_____

Crew Contact Phone #_____ Meeting Location_____

# Disposal Tower Log

Disposal Site: _____ Date: _____

Applicant: _____ Monitor(s): _____

Contractor: _____ ADMS #: _____

| | Truck # | Arrival Time | Ticket Number | Capacity | Load % | JPG # (if applicable) | Comments |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
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| 27 | | | | | | | |
| 28 | | | | | | | |
| 29 | | | | | | | |
| 30 | | | | | | | |

SAMPLE

# TRUCK CERTIFICATION

## VEHICLE TYPE

- ☐ Self-Loading Truck
- ☐ Semi-Trailer
- ☐ Hydraulic Dump Trailer
- ☐ Dump Truck
- ☐ Non-Hydraulic Dump Trailer
- ☐ Other:_____

## VEHICLE FEATURES

- ☐ Dog Box
- ☐ Side Boards
- ☐ Tail Gate Extension
- ☐ Wheel Wells
- ☐ Curved/Angled Sides/Floor
- ☐ Tandem

Place Sticker Here

## MEASUREMENT INFORMATION

| | | | |
|---|---|---|---|
| **Primary Interior Dimensions$_1$:** | $L_1$ | $W_1$ | $H_1$ |

**Features:** A = Box Shape; B = Sideboards; C = Tail Gate Extension; D = Dog Box; E = Wheel Wells; F = Other _____

| | | | |
|---|---|---|---|
| Feature$_2$: | $L_2$ | $W_2$ | $H_2$ |
| Feature$_3$: | $L_3$ | $W_3$ | $H_3$ |
| Feature$_4$: | $L_4$ | $W_4$ | $H_4$ |
| Round Bottom: | $L_5$ | $W_5$ | $H_5$ |

## VEHICLE SKETCH

Primary (Side View)

Primary (End View)

Feature2: (if applicable)

Feature3: (if applicable)

Feature4: (if applicable)

Round Bottom: (if applicable)

| | |
|---|---|
| **Certified by (print):** Date: | **Contractor Representative (print):** Date: |
| **Signature:** | **Signature:** |

SAMPLE

# SECTION 3
## Work Experience

## Firm Overview

Thompson Consulting Services, LLC is organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes affiliate companies Thompson Engineering, Inc., Watermark Design Group, and Meyer Engineers, Ltd. Thompson offers an array of services through our family of companies, from specializing in debris response and recovery services, grant application and development, infrastructure, and housing mitigation; to full service engineering, environmental consulting, surveying, and construction support services; and a full complement of architectural, planning and interior design services.

THOMPSON FAMILY OF COMPANIES

What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with corporate and branch offices throughout the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100% client satisfaction can be traced back to when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards of excellence in workmanship; innovative solutions; timely, responsive service; and cost effectiveness are still upheld today.

As a 100% employee-owned company with more than 550 personnel spanning 26 corporate and branch offices throughout the United States, Thompson maintains a universal commitment to excellence in workmanship, innovative solutions, timely responsive service, and cost effectiveness. These standards are the foundation for Thompson's excellence in project quality and delivery. Thompson's staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

*Thompson Consulting Services will serve as the contracting entity for the services requested by the City of Plantation, Florida (City).*

### Years of Experience

Thompson was founded in 1953 and has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation conduct monitoring, QA/QC, and inspection services for a variety of engineering, construction, environmental and disaster recovery projects. In 2011, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response, and recovery service offerings, including debris removal monitoring Thompson brings over 71 years of experience to the City through our family of companies and personnel.

## Office Locations

With **26** corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the City's disaster recovery needs from near and afar.

The City's contract will be serviced from Thompson's corporate office in Maitland, Florida. In addition, Thompson is experienced and capable of establishing a field office within the City should the need arise.

Thompson has provided our full list of office locations below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Clarksville, Tennessee
- Daphne, Alabama
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- Houston, Texas
- Jackson, Mississippi
- Kenner, Louisiana
- Knoxville, Tennessee
- Lake Charles, Louisiana
- ***Maitland, Florida***
- Metairie, Louisiana
- Millington, Tennessee
- Mobile, Alabama
- Moss Point, Mississippi
- Orange, Texas
- Pelham, Alabama
- ***Pensacola, Florida***
- Raleigh, North Carolina
- Richland, Mississippi
- Savannah, Georgia
- Troy, Alabama

## Mobile Office Capabilities

Thompson knows that immediately following a disaster incident, access to a project operations office and communications infrastructure is critical to building a local workforce. However, with the potential for office facilities and hotels being damaged in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions.

We can travel directly to impacted communities and implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a communication center.

## FIRM DATA SUMMARY

**FIRM NAME**

Thompson Consulting Services, LLC

**ADDRESS**

2601 Maitland Center Parkway
Maitland, Florida 32751

**PHONE | FAX**

407-792-0018 | 407-878-7858

**WEBSITE**

www.thompsoncs.net

**EMAIL**

info@thompsoncs.net

**YEAR ESTABLISHED**

2011

**STATE OF FORMATION**

Delaware

**FEDERAL ID NO.**

45-2015453

**SAM UEI | CAGE CODE**

QE8ZDM1CLE77 | 7NZ42

**DUNS NO.**

968677158

**E-VERIFY ID**

1111126

**OFFICERS**

Jon Hoyle, President
Nate Counsell, Executive VP
John H. Baker, III, BOM
Chad Brown, BOM

Thompson's mobile field office is also beneficial when trying to onboard field personnel and establish field operations in remote locations.

*Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, and Hurricane Ian in 2022, and Hurricanes Beryl and Helene in 2024.*

## Disaster Recovery Experience

Thompson has provided disaster response and recovery services to over 300 federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over 75 years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over 150 million cubic yards of debris and our clients successfully applying for and retaining more than $4.5 billion of federal grant funding for debris removal.

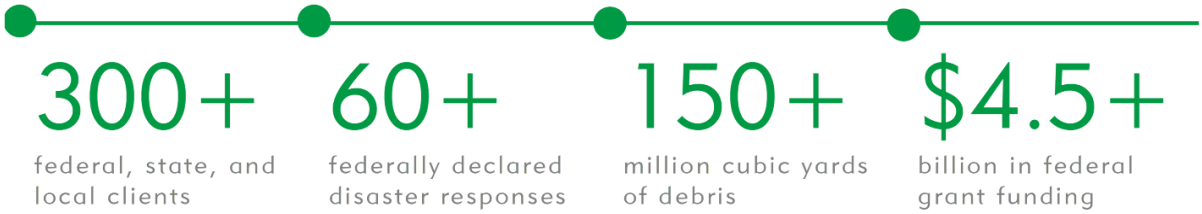


Thompson's consultants have performed debris monitoring and grant administration services for over 60 Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies.

A summary of our experience over the last decade is provided in the table below, and a comprehensive staff experience matrix has been provided as Exhibit 3-1 following this section.

Table 3-1: Grant Programs and Funding Administered by Disaster

| Disaster | Year | Grant Funds Administered | Disaster | Year | Grant Funds Administered |
|---|---|---|---|---|---|
| Hurricane Debby (FEMA DR-4806, 4821) | 2024 | TBD | Winter Storm Pandora (FEMA DR-4211) | 2015 | $750,000 |
| Hurricane Beryl (FEMA DR-4798) | 2024 | TBD | Winter Storm Pax (FEMA DR-4166) | 2014 | $200,000,000 |
| Hurricane Idalia (FEMA DR-738, 4734) | 2023 | $46,400,000 | Hurricane Sandy (FEMA DR-4085-4086) | 2012 | $250,000,000 |
| AL Severe Storms (FEMA DR-4684) | 2023 | $5,800,000 | Hurricane Isaac (FEMA DR-4080-4081) | 2012 | $2,000,000 |
| New Mexico Wildfires (FEMA DR-4652) | 2022 | TBD | Indiana Tornados (FEMA DR-4058) | 2012 | $2,500,000 |
| Hurricane Ian (FEMA DR-4673) | 2022 | $311,100,000 | Hurricane Irene (FEMA DR-4024) | 2011 | $4,500,000 |
| KY Severe Storms (FEMA DR-4630) | 2021 | $138,700,000 | Alabama Tornados (FEMA DR-1971) | 2011 | $25,000,000 |
| Hurricane Ida (FEMA DR-4611) | 2021 | $283,300,000 | Iowa Flooding (FEMA DR-1763) | 2010 | $1,640,325 |
| Hurricane Zeta (FEMA DR-4576) | 2020 | $23,000,000 | MA Snow Storm (FEMA DR-1813) | 2009 | $896,475 |
| Hurricane Sally (FEMA DR-4563,4564) | 2020 | $180,000,000 | Hurricane Ike (FEMA DR-1791) | 2008 | $445,504,160 |
| Hurricane Laura (FEMA DR-4559) | 2020 | $48,000,000 | Hurricane Gustav (FEMA DR-1786) | 2008 | $19,374,540 |
| Hurricane Dorian (FEMA DR-4465) | 2019 | $5,000,000 | Hurricane Dolly (FEMA DR-1780) | 2008 | $17,241,000 |
| Hurricane Michael (FEMA DR-4399, 4400) | 2018 | $40,000,000 | Missouri Ice Storm (FEMA DR-1676) | 2007 | $31,523,000 |
| Hurricane Florence (FEMA DR-4393, 4394) | 2018 | $12,000,000 | New York Winter Storm (FEMA DR-1665) | 2006 | $20,700,000 |
| Hurricane Maria (FEMA DR-4339) | 2017 | $44,600,000 | Hurricane Wilma (FEMA DR-1609) | 2005 | $214,491,000 |
| Hurricane Irma (FEMA DR-4337, 4338) | 2017 | $100,000,000 | Hurricane Rita (FEMA DR 1606) | 2005 | $96,000,000 |

| Disaster | Year | Grant Funds Administered | Disaster | Year | Grant Funds Administered |
|---|---|---|---|---|---|
| Hurricane Harvey (FEMA DR-4332) | 2017 | $20,000,000 | Hurricane Katrina (FEMA DR 1602-1604) | 2005 | $914,304,040 |
| Hurricane Matthew (FEMA DR-4283-86) | 2016 | $100,000,000 | Hurricane Ivan (FEMA DR-1551) | 2004 | $243,332,500 |
| Louisiana Severe Flooding (FEMA DR-4277) | 2015 | $65,000,000 | Hurricane Frances (FEMA DR-1545) | 2004 | $5,000,000 |
| SC Severe Flooding (FEMA DR-4241) | 2015 | $35,000,000 | Hurricane Charley (FEMA DR-1539) | 2004 | $97,085,850 |

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures.

# Past Performance

## State of Florida Experience

Thompson's consultants have responded to disaster incidents in Florida since Hurricane Charlie in 2004. Recently, Thompson has provided debris removal monitoring and grant consulting services to Florida clients following Hurricanes Matthew in 2016, Irma in 2017, Michael in 2018, Sally in 2020, Ian in 2022, and Debby, Helene, and Milton in 2024.

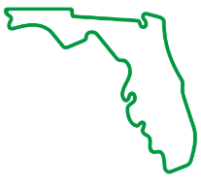

extensive Florida experience

Thompson has responded to 8 federally declared disaster incidents in the State of Florida and supported over 82 local and state clients in monitoring and documenting over 46 million cubic yards of disaster debris. We are well positioned to work closely with the City, the Florida Division of Emergency Management, Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.

## Similar Experience

The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

**22+**

projects documenting over 1M CY of debris

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management, and FEMA reimbursement. Thompson's key proposed staff have assisted all of the clients provided below following disaster events. ***Additional staff qualifications and experience information is provided in Section 4, Key staff Experience & Qualifications.***

City of Fort Lauderdale, Florida — Sept. – Dec. 2017 / Apr. 2020 – Present

Hurricane Irma Debris Removal Monitoring / PPDR — Debris Quantity: 460,000 CY

**Contact:** Melissa Doyle, Program Manager
700 NW 19th Avenue, Fort Lauderdale, FL 33311
954-828-6111 | mdoyle@fortlauderdale.gov

**Project Cost:** $ 1,200,000



Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond.

**2023 Severe Flooding:** Following a catastrophic county wide flooding event, Thompson assisted the City of Fort Lauderdale with its recovery efforts, including providing debris removal monitoring, policy guidance, floodplain management reporting and FEMA public assistance claims. Thompson was able to respond to the City immediately by deploying personnel and equipment resources, ensuring project operations began as expeditiously as possible. Thompson monitored the removal of over 41,000 cubic yards of debris, completing debris removal operations in less than thirty (30) days. Thompson continues to support the City in their federal reimbursement recovery.

**COVID- 19:** Thompson is currently supporting the City of Fort Lauderdale with its recovery of grant funds to support the City's COVID-19 pandemic response efforts. This includes Category B costs related to the City's labor, equipment and material use for pandemic response costs as well as the establishment of temporary non-congregate shelters. Thompson has maintained an active knowledge of the disaster-specific guidance issued by FEMA for the COVID-19 declarations and continues to support the City as FEMA mobilizes to begin administering its PA program. Additionally, Thompson is coordinating with the City to identify its expenditures and potential grant funding opportunities, such as those available through the US Department of Health and Human Services (HHS) and the Center for Disease Control (CDC).

**2017 Hurricane Irma:** In advance of Hurricane Irma, the City activated Thompson's contract, and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations immediately with over 75 field staff ready due to our pre-deployment of resources. Thompson monitored the removal of over 740,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson also worked closely with the City and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities.

Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10-foot piles of sand covering the iconic Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

**Key Personnel:** Nate Counsell, PIC; Nicole Lehman, Project Manager; Paul Lehman, Operations Manager; Jonathan Clark, FEMA PA, Danny Gardner, Data Management; Patrick Gardner, GIS; Gene Larsson, ADMS

## Volusia County, Florida — Sept. – Dec. 2017

Disaster Debris Removal Monitoring & Contractor Procurement — Debris Quantity: 858,000 CY

**Contact:** Arden Fontaine, Deputy Public Works Director
123 W. Indiana Ave., DeLand, FL 32720
386-736-5965 | afontaine@volusia.org

**Project Cost:** $ 2,380,000.00

**2017 Hurricane Irma:** Thompson provided debris monitoring and public assistance consulting services to Volusia County following Hurricane Irma. In total, Thompson monitored the removal of over 850,000 cubic yards of

debris and over 12,000 hazardous leaning trees, hanging limbs and stumps. This project included coordination with two different debris contractors and required monitoring at four debris management sites and three disposal sites. Thompson also provided FEMA Public Assistance Consulting services and expects the City to recover approximately $30 million in reimbursement for Hurricane Irma related costs.

**Debris Management Contract Procurement:** Thompson assisted the County in preparing procurement documents for disaster debris removal and disposal services. Thompson has aided in reviewing scope of work requirements as well as pricing configurations for the request of proposal package/solicitation. Following open solicitation, Thompson assisted the County in reviewing each proposal response and providing the County with a comparison of the submissions.

**Disaster Debris Management Plan (DDMP) Update:** Following Hurricane Irma, the County selected Thompson to perform an update to their existing DDMP. Thompson provided the County with an updated plan in accordance with current FEMA Public Assistance Policy and Procedures guidance. This also included revamping the County's debris collection and removal strategy and documentation on debris management sites (DMS).

**Key Personnel:** Jon Hoyle, PIC; Eric Harrison, Project Manager; Keith Forrester, Operations Manager; Jonathan Clark, Project Manager, Brent Sherman, Data Management; Kyle Mizell, ADMS

## City of Sanibel, Florida — Oct. 2022 – July 2023 / Oct. 2024 - Present

### Hurricane Disaster Debris Removal Monitoring — Debris Quantity: 2,561,000 CY

**Reference:** Scott Krawczuk, Deputy Public Works Director
800 Dunlop Road, Sanibel, FL 33957
239-472-6397 | scott.krawczuk@mysanibel.com

**Project Cost:** $ 4,400,000



Thompson has served as the City's stand-by disaster debris monitoring services provider since 2019. Since then, Thompson has maintained operational readiness in the event that the City is impacted by a federally declared disaster and in need of services.

**2024 Hurricane Milton:** The City once again activated Thompson's stand-by debris monitoring services contract to assist in recovery operations following Hurricane Milton. The City performed right-of-way debris removal programs, and thus far, Thompson has substantiated the removal of approximately 21,000 cubic yards of debris.

**2022 Hurricane Ian:** Following the devastating impacts of Hurricane Ian, the City activated Thompson's standby debris monitoring contract. Thompson was able to immediately respond and deployed staffing and equipment resources to begin recovery operations. The City conducted various debris removal programs including right-of-way, hazardous leaning and hanging limbs/trees, and beach sand remediation. Overall, Thompson monitored the removal of 2,540,000 cubic yards of debris from the City as well as the removal of over 13,154 hazardous leaning and hanging trees/limbs from City maintained roadways.

In addition, Thompson supported the City in conducting a special program to identify, remove, and ultimately seek reimbursement for standing dead trees killed by saltwater intrusion. Thompson provided arborists to conduct detailed surveys of the trees confirming that while they did not initially meet FEMA's standard requirements for removal, their condition was indeed hazardous and warranted removal. This program was successful in gaining FEMA approval and reimbursement for the removal of approximately 1,800 additional trees from the City.

**Key Personnel:** Jon Hoyle, PIC; Nicole Lehman, Client Liaison; Connie Stewart, Project Manager; Tiffany Thompson, Operations Manager; Danny Gardner, Data Management; Pat Gardner, GIS; Kyle Mizell, ADMS

## City-Parish of East Baton Rouge, LA — 2016, 2019, 2020, 2021, 2024

Disaster Debris Removal Monitoring & PPDR — Debris Quantity: 3,179,400 CY

**Contact:** Adam M. Smith, P.E., Interim Director
222 Saint Louis St, Ste 816, Baton Rouge, LA 70802
225-389-4865 | amsmith@brla.gov

**Project Cost:** $ 4,400,000

**2024 Hurricane Francine:** Most recently, the City-Parish again turned to Thompson to assist in recovery operations following the impacts of Hurricane Francine. Thompson mobilized staffing teams and equipment to the City-Parish in order to begin operations as quickly as possible. The City-Parish carried out right-of-way debris removal programs. Thompson monitored the removal of over 33,000 cubic yards of debris and hired over forty (40) temporary personnel to serve as debris removal monitors. The City-Parish was able to complete operations in less than 30-days.

**2021 Hurricane Ida:** Most recently, Thompson's stand-by debris monitoring contract was activated following the devastating effects of Hurricane Ida. The City-Parish suffered widespread damage to due destructive winds and severe flooding. Thompson was able to respond immediately, mobilizing personnel and resources to the City-Parish. Thompson oversaw the collection and disposal of over 1 million cubic yards of debris.

**2021 Severe Winter Storm:** The City-Parish was severely impacted by a rare ice storm that leaving widespread vegetative debris, downed power lines, and a multitude of hazardous hanging or downed limbs and trees. Thompson monitored the removal of over 84,300 cubic yards of debris as well as the removal of over 4,712 hazardous hanging hanging/leaning limbs and trees from City-Parish rights-of-way. Thompson was able to complete operations in less than 45-days.

**2020 Hurricane Delta:** The City-Parish once again called on Thompson to assist in the recovery operations following Hurricane Delta. Thompson deployed equipment and began hiring local field staff to monitor debris removal operations. Overall, Thompson substantiated the removal of over 97,100 cubic yards of debris.

**2019 Hurricane Barry:** Following Hurricane Barry in 2019, the City-Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 35,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

**2016 Severe Flooding:** In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and monitor, Thompson, to assist in the monumental effort of managing the removal of debris generated from the thousands of flooded homes. Thompson oversaw the collection of more than 1.9 million cubic yards of constructing and demolition (C&D) debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program for extended ROW collection. Thompson canvassed neighborhoods distributing right-of-entry forms and staffed multiple libraries and community centers to assist homeowners in completing the required paperwork. Once ownership of the property was verified, Thompson logged the record into TDMS and provided the debris removal contractor with a list and map of properties approved for PPDR. Over 1,450 right-of-entry forms were processed for extended collection.

**Key Personnel:** Nate Counsell, PIC; Eric Harrison, Project Manager; Keith Forrester, Operations Manager; Danny Gardner, Data Management; Patrick Gardner, GIS; Kyle Mizell, ADMS

## City of Daytona Beach, Florida — 2016, 2017, 2022, 2024

Debris Removal Monitoring & FEMA PA Support — Debris Quantity: 928,100 CY

**Contact:** David Waller, Deputy Public Works Director
950 Bellevue Avenue, Daytona Beach, FL 32115
386-671-8681 | wallerd@codb.us

**Project Cost:** $ 1,400,000



**2024 Hurricane Milton:** The City of Daytona Beach (City) was impacted by Hurricane Milton and decided to activate Thompson's stand-by disaster debris monitoring services contract. Thompson began staffing and equipment mobilization efforts immediately and ultimately were able to monitor the removal of over 1,100 cubic yards of debris from the City in less than 48 hours.

**2022 Hurricane Ian:** Thompson was activated by the City to provide disaster debris monitoring services following the impacts of Hurricane Ian. The City suffered from extensive wind damage and storm-surge impacting sea walls. Thompson was able to mobilize immediately deploying personnel and equipment to begin debris removal operations including right-of-way debris removal and the removal of hazardous leaning trees and hanging limbs. Throughout project operations, Thompson monitored the removal of over 409,000 cubic yards of debris and 3,450 hazardous trees and limbs from the City.

**2017 Hurricane Irma:** Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 118,000 cubic yards of debris, completing operations in less than three months.

**2016 Hurricane Matthew:** Thompson assisted the City with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 400,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with the City.

**DDMP Update:** In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

**Key Personnel:** Jon Hoyle, PIC; Nicole Lehman, Client Liaison; Eric Harrison, Project Manager; Keith Forrester, Operations Manager; Danny Gardner, Data Management; Kyle Mizell, ADMS

## Lee County, Florida — 2017, 2022, 2024

Disaster Debris Removal Monitoring — Debris Quantity: 11,089,400 CY

**Contact:** Amanda Condomina, Assistant to County Manager
6431 Topaz Ct., Ft. Myers, FL 33966
239-533-8009 | acondomina@leegov.com

**Project Cost:** $ 14,600,000

**2024 Hurricanes Helene & Milton:** The State of Florida was severely impacted by back-to-back hurricanes Helene and Milton in 2024 which produced a large amount of damage and debris. Thompson assisted the County in their recovery efforts which included programs such as right-of-way debris removal, hazardous and hanging limbs and tree removal, as well as debris removal from County parks. Thompson has monitored the removal of over 153,400 cubic yards of debris and over 430 hazardous limbs and trees throughout the County resulting from the disaster events. This includes monitoring debris disposal at seven (7) active debris management sites and staffing over 120 temporary field staff.

**2022 Hurricane Ian:** Hurricane Ian was one of the deadliest hurricanes to impact the State of Florida and caused widespread flooding and extensive damage. Lee County was greatly impacted due to storm surge and high

winds causing large amounts of debris and infrastructure damage. Thompson was once again called upon by the County to provide debris removal monitoring and recovery services and was able to respond immediately. Thus far, Thompson has substantiated the removal of over 8,580,000 cubic yards of debris from the County. Additionally, Thompson has monitored the removal of over 43,450 hazardous limbs and trees throughout the County.

**2017 Hurricane Irma:** As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County's debris removal contractor to quickly begin debris removal operations. Thompson monitored the removal of over 2,356,000 cubic yards of debris from County ROW, and performed special debris removal programs including commercial, parks, and utilities ROW removal monitoring. Thomson also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson substantiated the removal of nearly 10,000 CY of vegetation from County waterways.

**Key Personnel:** Jon Hoyle, PIC; Nicole Lehman, Project Manager; Connie Stewart, Operations Manager; Danny Gardner, Data Management; Patrick Gardner, GIS; Kyle Mizell, ADMS

## City of Ormond Beach, Florida — 2016, 2017, 2022, 2024

### Debris Removal Monitoring & FEMA PA Support — Debris Quantity: 851,440 CY

**Contact:** Kevin Gray, Deputy Public Works Director
501 N. Orchard Street, Ormond Beach, FL 32174
386-676-3577 | kevin.gray@ormondbeach.org

**Project Cost:** $ 1,128,000



**2024 Hurricane Milton:** Hurricane Milton made landfall in the State of Florida mere weeks after Hurricane Helene and caused widespread destruction and damage. The City was severely impacted and activated Thompson's stand-by debris monitoring services agreement. Thompson had equipment and staff resources already staged nearby to respond and was able to begin recovery operations immediately following the notice-to-proceed. Thus far, Thompson has substantiated the removal of approximately 48,000 cubic yards debris from City rights-of-way.

**2022 Hurricane Ian:** Most recently, Thompson assisted the City with debris removal monitoring services and FEMA PA support following the devastating effects of Hurricane Ian. Thompson was able to mobilize resources and staff immediately following a notice-to-proceed. Overall, Thompson monitored the removal of over 123,440 cubic yards of debris from the City completing operations in under 60 days.

**2017 Hurricane Irma:** Following Hurricane Irma, the City once again called upon Thompson to assist the City with its disaster debris removal monitoring and submittal of FEMA Public Assistance claims for both emergency work (Categories A and B) and permanent work (Categories C-G). Thompson worked closely with the City and monitored the removal of over 160,000 cubic yards of debris from throughout the City.

**2016 Hurricane Matthew:** The City suffered widespread damage from Hurricane Matthew, selected Thompson to perform debris removal monitoring and management services. Thompson mobilized operations within hours and assigned an operations manager and crew to document the City's debris removal activities. Thompson monitored, documented, and substantiated reimbursement for the removal of over 520,000 cubic yards of debris.

**Key Personnel:** Jon Hoyle, PIC; Nicole Lehman, Client Liaison; Eric Harrison, Project Manager; Brent Sherman, Data Management; Kyle Mizell, ADMS; Jonathan Clark, FEMA PA

## City of Orange Beach, Alabama — Sept. 2020 – Mar. 2021

### Hurricane Sally Debris Removal Monitoring — Debris Quantity: 665,000 CY

**Contact:** Nicole Woerner, Emergency Management Coordinator
4099 Orange Beach Blvd, Orange Beach, Alabama 36561
251-981-1063 | nwoerner@orangebeachal.gov

**Project Value:** $ 1,188,000.00

Thompson has served as the disaster debris monitoring and grant management consulting firm for the City of Orange Beach since 2014. While the City was fortunately spared from significant disaster-related damages until 2020, Thompson was activated for both debris monitoring and grant management consulting services in response to Hurricane Sally.

**2020 Hurricane Sally:** Thompson deployed to Orange Beach immediately following Hurricane Sally to provide debris monitoring support. This included documenting a complex debris removal operation including right-of-way debris removal as well as the removal of hazardous leaning trees and hanging limbs, hazardous waste, vessels, waterway debris and sand reclamation, and debris removal throughout City maintained trails. Thompson monitored the removal of over 665,000 cubic yards of debris and over 7,900 hazardous hanging and leaning trees and limbs. This included the substantiation of approximately 19,500 cubic yards of debris and 1,488 hazardous limbs and trees from City trails.

In addition to oversight of the debris removal operation, which accounted for the largest portion of the City's expenditures, Thompson was tasked with grant management consulting services related to the recovery of FEMA Public Assistance (PA) funding and Hazard Mitigation Grant Program (HMGP) funding.

**Key Personnel:** Jon Hoyle, PIC; Eric Harrison, Project Manager; Danny Brent Sherman, Data Management; Patrick Gardner, GIS; Kyle Mizell, ADMS, Jonathan Clark, FEMA PA

## City of Lake Jackson, Texas — 2017, 2021, 2024

### Disaster Debris Removal Monitoring — Debris Quantity: 442,000 CY

**Contact:** Modesto Mundo, City Manager
25 Oak Drive, Lake Jackson, TX 77566
979-415-2500 | mmundo@lakejacksontx.gov

**Project Cost:** $ 474,000

Thompson has served as the stand-by disaster debris monitoring firm on behalf of the City of Lake Jackson since 2017 throughout multiple competitive procurement cycles. During that time, Thompson has maintained operational readiness in order to respond to disaster events that may impact the City.

**2024 Hurricane Beryl:** The Gulf Coast, including the State of Texas, was devastated by Hurricane Beryl which produced severe winds, widespread flooding, and tornados. Thompson was called upon to provide disaster recovery services to clients throughout the State including the City of Lake Jackson. Thompson mobilized equipment and personnel immediately to begin debris removal operations with over 34 locally hired temporary debris monitors. Operations are ongoing, however thus far, Thompson has monitored the removal of over 362,000 cubic yards of debris as well as the removal of 1,285 hazardous hanging or leaning limbs and trees throughout the City.

**2021 Tropical Storm Nicholas:** Prolonged rainfall and severe winds from Tropical Storm Nicholas caused extensive damage throughout Texas communities. The City of Lake Jackson again activated Thompson's stand-by debris monitoring contract and Thompson mobilized to begin debris removal operations. Thompson monitored the removal of approximately 76,000 cubic yards of debris.

**2017 Hurricane Harvey:** Following the impacts of Hurricane Harvey, the City looked to Thompson to provide disaster debris removal monitoring services. The City experienced severe flooding, and Thompson was able to substantiate over 4,000 cubic yards of construction and demolition debris in less than thirty (30) days.

**Key Personnel:** Jon Hoyle, PIC; Eric Harrison, Project Manager; Tomas Ortiz, Operations Manager; Danny Gardner, Avery Ellis, Data Management; Kyle Mizell, ADMS

# References

The following references attest to the versatility of Thompson and the capabilities that we maintain in disaster recovery related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client.

### City of Sanibel
Oct. 2022 – July 2023 / Oct. 2024 - Present

Disaster Debris Removal Monitoring

Debris Quantity: 2,561,000 CY

Scott Krawczuk, Deputy Public Works Director

239-472-6397 | scott.krawczuk@mysanibel.com

800 Dunlop Road

Sanibel, FL 33957

### City of Lake Jackson, Texas
2017, 2021, 2024

Disaster Debris Removal Monitoring

Debris Quantity: 442,000 CY

Modesto Mundo, City Manager

979-415-2500 | mmundo@lakejacksontx.gov

25 Oak Drive

Lake Jackson, TX 77566

### Lee County, Florida
2017, 2022, 2024

Disaster Debris Removal Monitoring

Debris Quantity: 11,089,400 CY

Amanda Condomina, Assistant to County Manager

239-533-8009 | acondomina@leegov.com

6431 Topaz Ct.

Fort Myers, FL 33966

### City of Orange Beach, Alabama
Sept. 2020 – Mar. 2021

Disaster Debris Removal Monitoring

Debris Quantity: 665,000 CY

Nicole Woerner, Emergency Management Coordinator

251-981-1063 | nwoerner@orangebeachal.gov

4099 Orange Beach Blvd

Orange Beach, AL 36561

### City-Parish of East Baton Rouge
2016, 2019, 2020, 2021, 2024

Disaster Debris Removal Monitoring & PPDR

Debris Quantity: 3,179,400 CY

Adam M. Smith, P.E., Interim Director

225-389-4865 | amsmith@brla.gov

222 Saint Louis St., Suite 816

Baton Rouge, LA 70802

## FEMA Performance Record

Thompson is proud to have a **100%** success rate with adhering to FEMA Public Assistance regulations. Thompson does not have any closed, active, or pending FEMA disputes, audits, or lawsuits. In addition, Thompson is not aware of any denials for eligible service/work items performed for our clients.

***Thompson will remain available and on standby to support the City throughout the audit process and assist the City in recovering funding for all eligible work.***

## Simultaneous Contract Activations / Managerial Capacity

Thompson can deploy resources quickly and efficiently in disaster situations across the country and following major disaster events that require simultaneous multi- state, region, and local level contract activations. The following table summarizes Thompson's response to recent major disaster events requiring simultaneous contract activations.

Table 3-2: Major Disaster Events and Simultaneous Contract Activations

| Disaster Event | Contract Activations |
|---|---|
| 2024 Hurricanes Beryl, Debby, Helene, and Milton | 79 |
| 2023 Hurricane Idalia | 7 |
| 2022 Hurricane Ian | 30 |
| 2021 Hurricane Ida | 10 |
| 2020 Hurricanes Laura, Sally, and Zeta | 17 |
| 2018 Hurricane Michael | 6 |
| 2017 Hurricanes Harvey, Irma, and Maria | 54 |
| 2016 Hurricane Matthew | 27 |

We recognize that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. In order to do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors.

Recent disaster incidents, including Hurricanes Florence and Michael in 2018, Hurricanes Harvey, Irma, and Maria in 2017 and Hurricane Matthew in 2016 have tested and enhanced Thompson's managerial capabilities, especially in the State of Florida. These disaster incidents have resulted in regional, nearly state-wide, and multi-state response operations. Hurricanes Michael and Florence made landfall within one month of each other and required simultaneous disaster response operations for nine (9) clients in North and South Carolina and six (6) clients in Florida and Georgia. Following Hurricane Irma, Thompson was activated by, and successfully responded to 47 clients within the State of Florida, including Lee County, Volusia County, and the Solid Waste Authority of Palm Beach County, some of the hardest hit and largest debris removal missions throughout the State. In 2016 when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty-five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. At peak times following Hurricane Irma in Florida alone, Thompson had deployed over 1,600 field staff, and nearly 1,200 pieces of ADMS equipment. Through these recent events Thompson worked closely with our clients and many different debris removal companies to work through the following challenges:

**Logistic Considerations:** When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. To address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with logistical support to all projects.

**Large Scale ADMS Deployment to Monitor All Types of Debris Collection:** Thompson's ADMS deployment following Hurricanes Harvey, Irma, and Maria in 2017 was one of the largest simultaneous ADMS deployments in history, with over 1,300 units deployed to over 55 work locations. Thompson's ADMS units were configured to monitor the collection of nearly 15 million cubic yards of disaster related debris. Thompson's ADMS system was configured to monitor the removal of vegetative, construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

**Staffing Execution Plan:** Thompson maintains a professional recruiting and staffing department in-house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Matthew, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do not currently, rely on any third-party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricanes Matthew, Irma, and Michael mobilizations.

Thompson is extremely proud of our response time record and our ability to deploy resources quickly and efficiently in disaster situations across the country. Thompson maintains a professional recruiting and staffing department in-house so that we can respond quickly and efficiently to surge staffing demands regardless of the size and scale of the disaster incident.

# EXHIBIT 3-1: STAFF EXPERIENCE MATRIX

thompson
CONSULTING SERVICES

# STAFF EXPERIENCE MATRIX

## Thompson Consulting Services

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **FLORIDA SEVERE STORM/ TORNADOS 2024** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 3,397** | | | | | | | | | | | | | | | | |
| Bay County, FL | NA | 3,397 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **OKLAHOMA SEVERE STORMS 2023** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 95,655** | | | | | | | | | | | | | | | | |
| City of Sand Springs, OK | 4721 | 95,655 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| **LOUISIANA SEVERE STORMS/TORNADOS** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 236,530** | | | | | | | | | | | | | | | | |
| City of Shreveport, LA | NA | 236,530 | ◆ | | ◆ | ◆ | ◆ | | | | | | ◆ | | | |
| **HURRICANE IDALIA 2023** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 1,744,757** | | | | | | | | | | | | | | | | |
| Town of Dasher, GA | 4738 | 34,402 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Glynn County, GA | 4738 | 30.948 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | ◆ | | ◆ | | | |
| Lowndes County, GA | 4738 | 887,415 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Remerton, GA | 4738 | 1,200 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Thomas County, GA | 4738 | 14,514 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Valdosta, GA | 4738 | 728,366 | ◆ | | ◆ | | ◆ | ◆ | | | ◆ | | ◆ | | | |
| Ware County, GA | 4738 | 43,837 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Hillsborough County, FL | 4734 | 1,507 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| New Port Richey, FL | 4734 | 2,568 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **HURRICANE FIONA 2023** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 37,492** | | | | | | | | | | | | | | | | |
| Dept. of Transportation, PR | 4671 | 37,492 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **FLORIDA SEVERE STORMS/FLOODING 2023** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 41,853** | | | | | | | | | | | | | | | | |
| City of Fort Lauderdale, FL | 4709 | 41,853 | ◆ | ◆ | ◆ | | ◆ | | | | | ◆ | ◆ | | ◆ | ◆ |
| **ALABAMA SEVERE STORMS/TORNADOS 2023** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 484,255** | | | | | | | | | | | | | | | | |
| Alabama Dept. of Transportation | 4684 | 484,255 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **HURRICANE IAN 2022 – 2023** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 11,479,698** | | | | | | | | | | | | | | | | |
| Altamonte Springs, FL | 4673 | 20,613 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Apopka, FL | 4673 | 77,316 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Bonita Springs, FL | 4673 | 247,116 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Casselberry, FL | 4673 | 21,225 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Clewiston, FL | 4673 | 8,022 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Cocoa, FL | 4673 | 3,005 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Daytona Beach, FL | 4673 | 342,909 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| DeBary, FL | 4673 | 57,507 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Deland, FL | 4673 | 55,929 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Desoto County, FL | 4673 | 569,372 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Ft. Myers, FL | 4673 | 641,023 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Ft. Myers Beach, FL | 4673 | 756,295 | ◆ | | ◆ | | ◆ | ◆ | | ◆ | | ◆ | ◆ | | | |
| Hendry County, FL | 4673 | 41,132 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Hillsborough County, FL | 4673 | 669,652 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Kissimmee, FL | 4673 | 19,823 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| LaBelle, FL | 4673 | 13,697 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Lakeland, FL | 4673 | 117,102 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Lee County FL Schools | 4673 | 30,023 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Lee County, FL | 4673 | 5,743,776 | ◆ | | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ | ◆ | | | |
| Ocoee, FL | 4673 | 37,377 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | | ◆ |
| Orlando, FL | 4673 | 82,079 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Ormond Beach, FL | 4673 | 123,441 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | ◆ |
| Oviedo, FL | 4673 | 33,706 | ◆ | | ◆ | | ◆ | ◆ | | | | ◆ | ◆ | | | |
| Port Orange, FL | 4673 | 297,678 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| Sanibel, FL | 4673 | 1,457,258 | ◆ | | ◆ | | ◆ | ◆ | | ◆ | | | ◆ | | | |
| Wellington, FL | 4673 | 3,387 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Winter Garden, FL | 4673 | 9,235 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **NEW MEXICO WILDFIRES 2022-2023** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL TONNAGE – 49,552** | | | | | | | | | | | | | | | | |
| NM Department of Transportation | 4652 | 49,552 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| **KENTUCKY SEVERE STORMS & FLOODING 2022-2023** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL TONNAGE – 331,818** | | | | | | | | | | | | | | | | |
| KY Transportation Cabinet | 4663 | 331,818 | ◆ | | | | ◆ | ◆ | | | | ◆ | ◆ | | | |
| **KENTUCKY SEVERE STORMS & FLOODING 2021-2022** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 542,050** | | | | | | | | | | | | | | | | |
| USACE DRC | 4630 | 433,857 | | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Mayfield, KY | 4630 | 108,193 | | | ◆ | | ◆ | ◆ | | | ◆ | ◆ | ◆ | ◆ | | |
| **HURRICANE IDA 2021 – 2022** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 11,760,000** | | | | | | | | | | | | | | | | |
| Ascension Parish, LA | 4611 | 469,000 | ◆ | | ◆ | | ◆ | ◆ | | | | ◆ | ◆ | | | |
| City of Denham Springs, LA | 4611 | 71,000 | ◆ | ◆ | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City-Parish of East Baton Rouge, LA | 4611 | 922,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Jefferson Parish, LA | 4611 | 1,621,600 | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | | ◆ | ◆ | ◆ | ◆ | | |
| LA Department of Transportation | 4611 | 2,038,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Livingston Parish, LA | 4611 | 1,324,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | ◆ | | |
| Town of Sorrento, LA | 4611 | 9,400 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| St. Tammany Parish, LA | 4611 | 2,530,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Terrebonne Parish, LA | 4611 | 2,775,000 | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | | ◆ | ◆ | ◆ | ◆ | ◆ | |
| **SEVERE STORMS & FLOODING** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 42,800** | | | | | | | | | | | | | | | | |
| City-Parish of East Baton Rouge, LA | 4606 | 42,500 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Ascension Parish, LA | 4606 | 300 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **SEVERE WINTER STORM 2021** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 153,000** | | | | | | | | | | | | | | | | |
| KY Transportation Cabinet | 4592 | 153,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **SEVERE WINTER STORM 2021** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 64,000** | | | | | | | | | | | | | | | | |
| City-Parish East Baton Rouge, LA | 4590 | 64,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **SEVERE WINTER STORM 2021** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 79,400** | | | | | | | | | | | | | | | | |
| City of Corpus Christi, TX | 4586 | 75,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Pearland, TX | 4586 | 4,400 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **HURRICANE ZETA 2020** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 1,473,700** | | | | | | | | | | | | | | | | |
| Jefferson Parish, LA | 4577 | 143,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Terrebonne Parish, LA | 4577 | 12,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Gautier, MS | 4576 | 7,700 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Jackson County, MS | 4576 | 438,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Long Beach, MS | 4576 | 112,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Pascagoula, MS | 4576 | 42,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Clarke County, AL | 4573 | 243,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Mobile, AL | 4573 | 261,400 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Mobile County, AL | 4573 | 263,000 | ◆ | | ◆ | | ◆ | ◆ | | ◆ | | | ◆ | | | |
| Washington County, AL | 4573 | 213,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **SEVERE WINTER STORM 2020** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 477,000** | | | | | | | | | | | | | | | | |
| City of Norman, OK | 4575 | 477,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **HURRICANE DELTA 2020** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 77,221** | | | | | | | | | | | | | | | | |
| City-Parish East Baton Rouge, LA | 4570 | 77,221 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **HURRICANE SALLY 2020** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 9,456,677** | | | | | | | | | | | | | | | | |
| Escambia County, FL | 4564 | 4,427,522 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | ◆ | | ◆ |
| City of Gulf Breeze, FL | 4564 | 98,600 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| AL Dept. of Transportation | 4563 | 2,451,641 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Gulf Shores, AL | 4563 | 656,203 | ◆ | | ◆ | ◆ | ◆ | ◆ | | ◆ | | | ◆ | | | |
| City of Mobile, AL | 4563 | 408,450 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Mobile County, AL | 4563 | 270,400 | ◆ | | ◆ | | ◆ | ◆ | | ◆ | | | ◆ | | | |
| City of Orange Beach, AL | 4563 | 644,782 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | | ◆ |
| City of Spanish Fort, AL | 4563 | 95,162 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **HURRICANE LAURA 2020** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 2,415,052** | | | | | | | | | | | | | | | | |
| Grant Parish, LA | 4559 | 1,186,807 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| Jefferson Davis Parish, LA | 4559 | 215,825 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Jennings, LA | 4559 | 54,600 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| LA Dept. of Transportation | 4559 | 139,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Natchitoches, LA | 4559 | 31,600 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Pineville, LA | 4559 | 36,700 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Vernon Parish, LA | 4559 | 726,831 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Winn Parish, LA | 4559 | 148,789 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| **MIDWEST DERECHO 2020** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 426,440** | | | | | | | | | | | | | | | | |
| IA Dept. of Homeland Security and EM | 4557 | 406,000 | ◆ | | | | ◆ | | | | | | ◆ | | | |
| City of Bertram. IA | 4557 | 20,440 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **HURRICANE ISAIAS 2020** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 2,400** | | | | | | | | | | | | | | | | |
| New Hanover County, NC | 4568 | 2,400 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **TROPICAL STORM IMELDA 2019** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 3,755** | | | | | | | | | | | | | | | | |
| City of Beaumont, TX | 4466 | 3,850t | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Liberty, TX | 4466 | 3,755 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **HURRICANE DORIAN 2019** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 186,600** | | | | | | | | | | | | | | | | |
| Currituck County, NC | 4465 | 31,200 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Dare County, NC | 4465 | 155,400 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **HURRICANE BARRY 2019** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 87,359** | | | | | | | | | | | | | | | | |
| Terrebonne Parish, LA | 4458 | 50,790 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City-Parish East Baton Rouge, LA | 4458 | 36,569 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **HURRICANE MICHAEL 2018 – 2019** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 4,392,415** | | | | | | | | | | | | | | | | |
| Leon County, FL | 4399 | 1,043,757 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Tallahassee, FL | 4399 | 427,650 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Gadsden County, FL | 4399 | 1,524,442 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Jackson County, FL | 4399 | 499,627 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | ◆ | | ◆ | | | |
| Tyndall Air Force Base, FL | 4399 | 57,466 | | | | | ◆ | | | | | | ◆ | | | |
| Georgia Department of Transportation | 4400 | 184,527 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Thomas County, GA | 4400 | 45,031 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **HURRICANE FLORENCE 2018 – 2019** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 1,816,173** | | | | | | | | | | | | | | | | |
| Town of Bogue, NC | 4393 | 8,915 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Carteret County, NC | 4393 | 1,507,059 | ◆ | | ◆ | ◆ | ◆ | | | | | | ◆ | | | |
| Cumberland County, NC | 4393 | 1,319t | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Jacksonville, NC | 4393 | 269,383 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Dept. of Transportation, NC | 4393 | 14,153t | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Town of Swansboro, NC | 4393 | 30,816 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **HURRICANE MARIA 2017 – 2019** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 460,000** | | | | | | | | | | | | | | | | |
| Dept. of Transportation, PR | 4339 | 1,275,612 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **HURRICANE IRMA 2017 – 2018** | | | | | | | | | | | | | | | | |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **EVENT TOTAL CUBIC YARDS – 12,000,000** | | | | | | | | | | | | | | | | |
| City of Altamonte Springs, FL | 4337 | 68,144 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Bonita Springs, FL | 4337 | 536,487 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| City of Casselberry, FL | 4337 | 31,317 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Citrus County, FL | 4337 | 173,920 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Hendry County, FL | 4337 | 300,110 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Cooper City, FL | 4337 | 153,376 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Crystal River, FL | 4337 | 3,142 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Daytona Beach, FL | 4337 | 117,077 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | ◆ |
| City of Deland, FL | 4337 | 129,377 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | ◆ | | |
| City of Delray Beach, FL | 4337 | 173,674 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Flagler Beach, FL | 4337 | 27,515 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Ft Lauderdale, FL | 4337 | 647,519 | ◆ | | ◆ | ◆ | ◆ | ◆ | | ◆ | | | ◆ | | | ◆ |
| City of Ft Myers, FL | 4337 | 331,986 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Town of Ft Myers Beach, FL | 4337 | 24,783 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Glades County, FL | 4337 | 40,827 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Hernando County, FL | 4337 | 118,699 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Hialeah, FL | 4337 | 211,704 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Inverness, FL | 4337 | 10,238 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Lake Mary, FL | 4337 | 55,826 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Lakeland, FL | 4337 | 260,084 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Largo, FL | 4337 | 54,992 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Lee County, FL | 4337 | 2,319,785 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | | |
| City of Leesburg, FL | 4337 | 27,118 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Leon County, FL | 4337 | 37,619 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Maitland, FL | 4337 | 36,443 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Manatee County, FL | 4337 | 560,188 | | | ◆ | | ◆ | ◆ | | | ◆ | | ◆ | | | |
| City of Margate, FL | 4337 | 94,506 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Miami Springs, FL | 4337 | 165,755 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Oak Hill, FL | 4337 | 6,124 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Orange City, FL | 4337 | 47,722 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| City of Orlando, FL | 4337 | 216,508 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Ormond Beach, FL | 4337 | 157,371 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Oviedo, FL | 4337 | 39,208 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Palm Bay, FL | 4337 | 253,867 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Stuart, FL | 4337 | 17,851 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Sumter County, FL | 4337 | 116,322 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Solid Waste Authority Palm Beach Co | 4337 | 3,035,786 | ◆ | | ◆ | | ◆ | ◆ | | | ◆ | | ◆ | | | ◆ |
| City of Venice, FL | 4337 | 12,817 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Vero Beach, FL | 4337 | 69,897 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Volusia County, FL | 4337 | 858,138 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | ◆ | | ◆ | ◆ | | ◆ |
| Chatham County, GA | 4338 | 100,889 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Georgia Department of Transportation | 4338 | 27,559 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **HURRICANE HARVEY 2017 – 2018** | | | | | | | | | | | | | | | | |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **EVENT TOTAL CUBIC YARDS – 3,000,000** | | | | | | | | | | | | | | | | |
| Aransas County, TX | 4332 | 2,775,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | ◆ | | ◆ | | | |
| City of Beaumont, TX | 4332 | 70,857 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Lake Jackson, TX | 4332 | 4,281 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| Newton County, TX | 4332 | 8,859 | ◆ | | ◆ | | ◆ | | | | ◆ | | ◆ | | | |
| City of Santa Fe, TX | 4332 | 22,690 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| City of Texas City, TX | 4332 | 22,400 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | |
| **TENNESSEE WILDFIRES 2016 – 2018** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS – 676t** | | | | | | | | | | | | | | | | |
| City of Gatlinburg, TN | 4293 | 404t | ◆ | ◆ | | | | | | | ◆ | | ◆ | ◆ | ◆ | |
| Sevier County, TN | 4293 | 272t | ◆ | ◆ | | | | | | | ◆ | | ◆ | ◆ | ◆ | |
| **HURRICANE MATTHEW 2016 – 2017** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,532,000** | | | | | | | | | | | | | | | | |
| City of Norfolk, VA | 4291 | 29,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Southern Shores, NC | 4285 | 20,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Dare County, NC | 4285 | 96,000 | ◆ | | ◆ | | ◆ | ◆ | | | | ◆ | ◆ | | | |
| City of Lumberton, NC | 4285 | 26,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| SC Department of Transportation | 4286 | 960,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| Chatham County, GA | 4284 | 1,400,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | ◆ | | ◆ | | | |
| City of Effingham, GA | 4284 | 11,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Pooler, GA | 4284 | 17,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Georgia Department of Transportation | 4284 | 180,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of St. Augustine, FL | 4283 | 83,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Orange City, FL | 4283 | 13,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| City of Ormond Beach, FL | 4283 | 170,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Deland, FL | 4283 | 57,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Daytona Beach, FL | 4283 | 330,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Palm Bay, FL | 4283 | 99,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| Solid Waste Authority Palm Beach Co. | 4283 | 14,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Vero Beach, FL | 4283 | 27,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **SEVERE STORMS & FLOODING 2016** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,050,000** | | | | | | | | | | | | | | | | |
| City-Parish of East Baton Rouge, LA | 4277 | 1,800,000 | ◆ | | ◆ | | ◆ | | ◆ | | ◆ | | ◆ | ◆ | | ◆ |
| City of Denham Springs, LA | 4277 | 250,000 | ◆ | | ◆ | | ◆ | | | | ◆ | | ◆ | ◆ | | ◆ |
| **SEVERE STORMS & FLOODING 2016** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736** | | | | | | | | | | | | | | | | |
| Vernon Parish, LA | 4263 | 7,706 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | ◆ |
| Newton County, TX | 4266 | 37,030 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | ◆ |
| **SEVERE STORMS & FLOODING 2015** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000** | | | | | | | | | | | | | | | | |
| SC Department of Transportation | 4241 | 120,000 | ◆ | ◆ | ◆ | | ◆ | | | | | | ◆ | | | ◆ |
| **SEVERE WINTER STORM PANDORA 2015** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000** | | | | | | | | | | | | | | | | |
| Putnam County, TN | 4211 | 140,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fentress County, TN | 4211 | 77,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| Overton County, TN | 4211 | 54,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| **TORNADOES 2014** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000** | | | | | | | | | | | | | | | | |
| City of Adamsville, AL | 4176 | 22,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Graysville, AL | 4176 | 80,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| City of Kimberly, AL | 4176 | 20,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| Lee County, AL | 4176 | 22,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | ◆ |
| **SEVERE WINTER STORM PAX 2014** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000** | | | | | | | | | | | | | | | | |
| South Carolina DOT | 4166 | 1,200,000 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| Georgetown County, SC | 4166 | 105,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | ◆ | | ◆ |
| Marion County, SC | 4166 | 25,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| Williamsburg County, SC | 4166 | 40,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | |
| Aiken County, SC | 4166 | 1,500,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | | ◆ |
| Allendale County, SC | 4166 | 60,000 | ◆ | | ◆ | | ◆ | ◆ | | | | | ◆ | | | |
| **HURRICANE ISAAC 2013** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 950** | | | | | | | | | | | | | | | | |
| Iberville Parish, LA (Waterways) | 4080 | 950 | ◆ | | | | ◆ | | | | | ◆ | ◆ | | | ◆ |
| **HURRICANE ISAAC 2013** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000** | | | | | | | | | | | | | | | | |
| AL Port Authority (Wetlands) | 4082 | 1,000 | ◆ | | | | | | | | | ◆ | ◆ | | | |
| **HURRICANE SANDY 2012** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000** | | | | | | | | | | | | | | | | |
| City of Hoboken, NJ | 4086 | 25,000 | ◆ | ◆ | ◆ | | | | | | | | ◆ | | | ◆ |
| Town of Babylon, NY | 4085 | 100,000 | ◆ | | ◆ | | | | | | | | ◆ | | | |
| **HURRICANE ISAAC 2012** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000** | | | | | | | | | | | | | | | | |
| Terrebonne Parish, LA | 4080 | 56,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | ◆ |
| Denham Spring, LA | 4080 | 9,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | | | | | ◆ | | | ◆ |
| Hancock County, MS | 4081 | 23,000 | | | ◆ | | ◆ | | | ◆ | | | ◆ | | | |
| Jackson County, MS | 4081 | 4,000 | | | ◆ | | ◆ | | | | | | | | | ◆ |
| **HURRICANE IRENE 2011** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000** | | | | | | | | | | | | | | | | |
| Saluda Residency, Virginia DOT | 4024 | 100,000 | | | ◆ | | ◆ | ◆ | | | | | | | | |
| Petersburg Residency, Virginia DOT | 4024 | 75,000 | | | ◆ | | ◆ | ◆ | | | | | | | | |
| Ashland Residency, Virginia DOT | 4024 | 200,000 | | | ◆ | | ◆ | ◆ | | | | | | | | |
| Chesterfield Residency, Virginia DOT | 4024 | 15,000 | | | ◆ | | ◆ | ◆ | | | | | | | | |
| City of Portsmouth, Virginia | 4024 | 50,000 | | | ◆ | | ◆ | ◆ | | | | | | | | |
| Brunswick County, Virginia | 4024 | 25,000 | | | ◆ | | ◆ | ◆ | | | | | | | | |
| **TORNADOES 2011** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000** | | | | | | | | | | | | | | | | |
| City of Tuscaloosa, AL | 1971 | N/A | | ◆ | | | | | | | ◆ | | ◆ | ◆ | ◆ | ◆ |
| Calhoun County, AL | 1971 | 350,000 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | ◆ | | ◆ | | ◆ | ◆ |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Alabama DCNR | 1971 | 100,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | ◆ | |
| **TORNADOES 2010** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944** | | | | | | | | | | | | | | | | |
| City of Norman, OK[1] | 1926 | 18,944 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| **FLOODING 2010** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895** | | | | | | | | | | | | | | | | |
| City of Nashville, TN [2] | 1909 | 275,540 | | | ◆ | | ◆ | | ◆ | | | | ◆ | | | |
| City of Cedar Rapids, IA[2] | 1763 | 109,355 | ◆ | | | | | | | | | | | | ◆ | |
| **ROCKSLIDES 2009** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000** | | | | | | | | | | | | | | | | |
| City of Chattanooga, TN | N/A | 60,000 | ◆ | | ◆ | ◆ | | | | | | | | | | |
| **SNOWSTORMS 2009** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765** | | | | | | | | | | | | | | | | |
| Town of Spencer, MA[1] | 1813 | 10,930 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| Town of Sterling, MA[1] | 1813 | 48,835 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| **HURRICANE IKE 2008** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208** | | | | | | | | | | | | | | | | |
| City of Houston, TX[1] | 1791 | 4,500,000 | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | ◆ |
| Harris County, TX [1] | 1791 | 2,500,000 | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | ◆ |
| Galveston County, TX [3] | 1791 | 1,400,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ | ◆ | | ◆ |
| City of Baytown, TX [1] | 1791 | 1,000,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | ◆ | ◆ | ◆ | | ◆ |
| Montgomery County, TX [1] | 1791 | 871,452 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| Fort Bend County, TX[1] | 1791 | 415,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| Town of Dauphin Island, AL[1] | 1797 | 50,000 | ◆ | | ◆ | ◆ | | | | ◆ | ◆ | ◆ | ◆ | | | ◆ |
| Hardin County, TX [1] | 1791 | 200,000 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| City of Sugarland, TX [1] | 1791 | 125,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| City of Missouri City, TX [1] | 1791 | 97,238 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| **HURRICANE GUSTAV 2008** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727** | | | | | | | | | | | | | | | | |
| Terrebonne Parish, LA[2] | 1786 | 296,039 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ | ◆ | | ◆ | ◆ |
| St. Landry Parish, LA[2] | 1786 | 225,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ | | | ◆ |
| Iberville Parish, LA[2] | 1786 | 179,185 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| City of New Orleans, LA[2] | 1786 | 136,559 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| City of Thibodaux, LA[4] | 1786 | 78,820 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| St John the Baptist Parish, LA[1] | 1786 | 53,124 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| **HURRICANE DOLLY 2008** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050** | | | | | | | | | | | | | | | | |
| Hidalgo County, TX[1] | 1780 | 310,585 | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | ◆ |
| Cameron County, TX[2] | 1780 | 301,465 | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | ◆ |
| **IOWA FLOODING 2008** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000** | | | | | | | | | | | | | | | | |
| City of Waterloo, IA[1] | 1763 | 200,000 | ◆ | | ◆ | | ◆ | | ◆ | | | | ◆ | | | |
| **MIDWEST ICE STORM 2007** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000** | | | | | | | | | | | | | | | | |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Norman, OK[1] | 1735 | 750,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ | | ◆ | ◆ |
| City of Webb City, MO[1] | 1736 | 75,000 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | ◆ | | ◆ | | ◆ | ◆ |
| **MIDWEST ICE STORM 2007** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539** | | | | | | | | | | | | | | | | |
| City of Springfield, MO[1] | 1676 | 1,448,539 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ | | ◆ | ◆ |
| Greene County, MO[2] | 1676 | 545,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ | | ◆ | ◆ |
| City of Lebanon, MO[2] | 1676 | 108,000 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | ◆ | | ◆ | | ◆ | ◆ |
| **BUFFALO SNOW STORM 2006** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000** | | | | | | | | | | | | | | | | |
| Town of Amherst, NY[2] | 1655 | 800,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| Town of Tonawanda, NY[2] | 1655 | 200,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| City of Lackawanna, NY[2] | 1655 | 150,000 | | | | | | ◆ | | | | | ◆ | | | |
| City of North Tonawanda, NY[2] | 1655 | 100,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| Genesee County, NY[2] | 1655 | 80,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| Erie County, NY[4] | 1655 | 50,000 | ◆ | | | | | | | | | | ◆ | | | |
| Town of Alden, NY[4] | 1655 | 6,000 | ◆ | | | | | | | | | | ◆ | | | |
| **HURRICANE WILMA 2005** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640** | | | | | | | | | | | | | | | | |
| Miami-Dade County, FL[2] | 1609 | 3,000,000 | ◆ | | ◆ | | ◆ | | ◆ | | | | ◆ | | | ◆ |
| Collier County, FL[4] | 1609 | 932,000 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Ft. Lauderdale, FL[2] | 1609 | 901,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ | ◆ | | ◆ |
| City of Hollywood, FL[2] | 1609 | 600,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | ◆ |
| Town of Davie, FL[4] | 1609 | 593,789 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Boca Raton, FL[4] | 1609 | 574,200 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Plantation, FL[4] | 1609 | 366,551 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Parkland, FL[4] | 1609 | 244,910 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Weston, FL[4] | 1609 | 244,395 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Cooper City, FL[4] | 1609 | 217,464 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Coral Gables, FL[4] | 1609 | 213,947 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| Broward County, FL[4] | 1609 | 204,105 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Sunrise, FL[4] | 1609 | 199,548 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Oakland Park, FL[4] | 1609 | 151,906 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Miami Beach, FL[4] | 1609 | 135,825 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| **HURRICANE KATRINA 2005** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468** | | | | | | | | | | | | | | | | |
| Hancock County, MS[4] | 1604 | 5,773,291 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| Jackson County, MS[4] | 1604 | 3,183,425 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Gulfport, MS[1] | 1604 | 2,600,000 | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| Forrest County, MS[4] | 1604 | 2,496,933 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| Jones County, MS[4] | 1604 | 1,961,427 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| Harrison County, MS[1] | 1604 | 1,850,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |
| Lamar County, MS[4] | 1604 | 1,533,579 | | | | | | | | | | | | | | |
| City of Pass Christian, MS[4] | 1604 | 1,484,288 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Pascagoula, MS[4] | 1604 | 1,236,646 | ◆ | | | | | | | | | | ◆ | | | ◆ |

| Event/Client | FEMA- DR | Cubic Yardage/ Tonnage | Disaster Debris Contract Management | Contract Procurement Assistance | ROW Debris Removal Monitoring | Parks Debris Removal Monitoring | DMS/Disposal Monitoring | Leaner/ Hangers/ Stumps Removal Monitoring | DMS Environmental Support | Beach Remediation/Restoration | Private Property Debris Removal (PPDR) Administration | Marine/Waterway Debris Removal | Data Collection/ Management/ Billing/ Invoicing | Customer Information/ Service Call Centers | Demolition Administration & Program Management | FEMA Category A&B Reimbursement Support |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mobile County, AL | 1605 | 789,658 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| City of Mobile, AL | 1605 | 728,469 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| George County, MS [4] | 1604 | 651,359 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| Perry County, MS [4] | 1604 | 550,967 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| Walthall County, MS [4] | 1604 | 507,754 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of New Orleans, LA[2] | 1603 | 401,238 | ◆ | ◆ | ◆ | | ◆ | | ◆ | | ◆ | | ◆ | ◆ | ◆ | ◆ |
| Jefferson Parish, LA [4] | 1603 | 397,770 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Slidell, LA [4] | 1603 | 153,165 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Covington, LA [4] | 1603 | 143,919 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| Lafourche Parish, LA [4] | 1603 | 134,384 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| Jasper County, MS | 1604 | 131,251 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| Town of Dauphin Island, AL | 1605 | 94,037 | ◆ | | ◆ | | ◆ | ◆ | | ◆ | | ◆ | | | | |
| City of Prichard, AL | 1605 | 70,445 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| Clark County, MS | 1604 | 90,134 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| City of Citronelle, AL | 1605 | 48,423 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| City of Saraland, AL | 1605 | 44,419 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| City of Satsuma, AL | 1605 | 29,404 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| Choctaw County, AL | 1605 | 26,409 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| City of Bayou Le Batre, AL | 1605 | 18,336 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| City of Creola, AL | 1605 | 7,719 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| City of Mt. Vernon, AL | 1605 | 4,619 | ◆ | | ◆ | | ◆ | ◆ | | | | | | | | |
| **HURRICANE RITA 2005** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000** | | | | | | | | | | | | | | | | |
| Jefferson County, TX[2] | 1606 | 4,600,000 | ◆ | | ◆ | | ◆ | ◆ | ◆ | | ◆ | | ◆ | ◆ | | ◆ |
| Monroe County, FL[2] | 1602 | 200,000 | ◆ | ◆ | ◆ | | ◆ | | ◆ | ◆ | | ◆ | ◆ | | | ◆ |
| **HURRICANE DENNIS 2005** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000** | | | | | | | | | | | | | | | | |
| Santa Rosa County, FL [1] | 1595 | 2,000,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | ◆ |
| Escambia County, FL [1] | 1595 | 1,200,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | ◆ |
| City of Pensacola, FL [1] | 1595 | 400,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | ◆ | | ◆ |
| **HURRICANE IVAN 2004** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300** | | | | | | | | | | | | | | | | |
| Escambia County, FL [2] | 1551 | 7,681,500 | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ |
| City of Pensacola, FL [1] | 1551 | 1,343,000 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | ◆ | | ◆ | ◆ | | ◆ |
| Florida Dept. of Transportation[1] | 1551 | 708,800 | ◆ | | ◆ | | ◆ | | ◆ | | | | ◆ | | | |
| **HURRICANE FRANCES 2004** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000** | | | | | | | | | | | | | | | | |
| City of Boca Raton, FL [1] | 1545 | 200,000 | ◆ | | ◆ | | ◆ | | | | | | ◆ | | | ◆ |
| **HURRICANE CHARLEY 2004** | | | | | | | | | | | | | | | | |
| **EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434** | | | | | | | | | | | | | | | | |
| Charlotte County, FL [4] | 1539 | 1,870,669 | ◆ | | | | | | | | | | ◆ | | | ◆ |
| City of Orlando, FL [2] | 1539 | 1,035,500 | ◆ | | ◆ | ◆ | ◆ | ◆ | ◆ | | | | ◆ | | | |
| Orange County, FL [4] | 1539 | 977,265 | ◆ | | | | | | | | | | ◆ | | | ◆ |

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbritt Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

# SECTION 4
## Key Staff Experience & Qualifications

## Staff Overview

Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. Our personnel are disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over **550** multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs.

Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

### Personnel by Discipline

| | | | |
|---|---|---|---|
| Grant/Financial Consultants | 10 | Environmental Engineers | 2 |
| Debris Project Managers | 30 | Geologists | 9 |
| Debris Supervisors | 50 | Scientists/Environmental | 6 |
| On-call Debris Monitors | 1000 | Construction Inspectors | 167 |
| Construction Managers | 7 | Landscape Architect | 2 |
| Architects | 6 | Professional Land Surveyors | 11 |
| Civil Engineers | 60 | Sanitary Engineer | 4 |
| Cost Engineer / Estimator | 2 | Safety / Occupation Health Engineer | 4 |
| Structural Engineers | 11 | Scheduler | 2 |
| Geotechnical Engineers | 11 | Mechanical Engineer | 1 |
| Transportation Engineers | 12 | Hydraulic Engineer | 3 |
| GIS Specialist | 6 | Support Staff | 100 |

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

Thompson provides the City with access to a unique combination of experience, services, resources, and personnel through our family of companies. In addition, Thompson maintains a network of more than **150** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors, Thompson has the personnel and experience to support the City's disaster debris monitoring needs.

## Dedicated Project Team

Thompson is committed to staffing the City's disaster debris monitoring and recovery services requirements in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events as well as adjust to the changing needs of the City throughout the recovery process.

The following organizational chart graphically presents Thompson's proposed project staffing and key personnel.

Figure 4-1: Organizational Chart

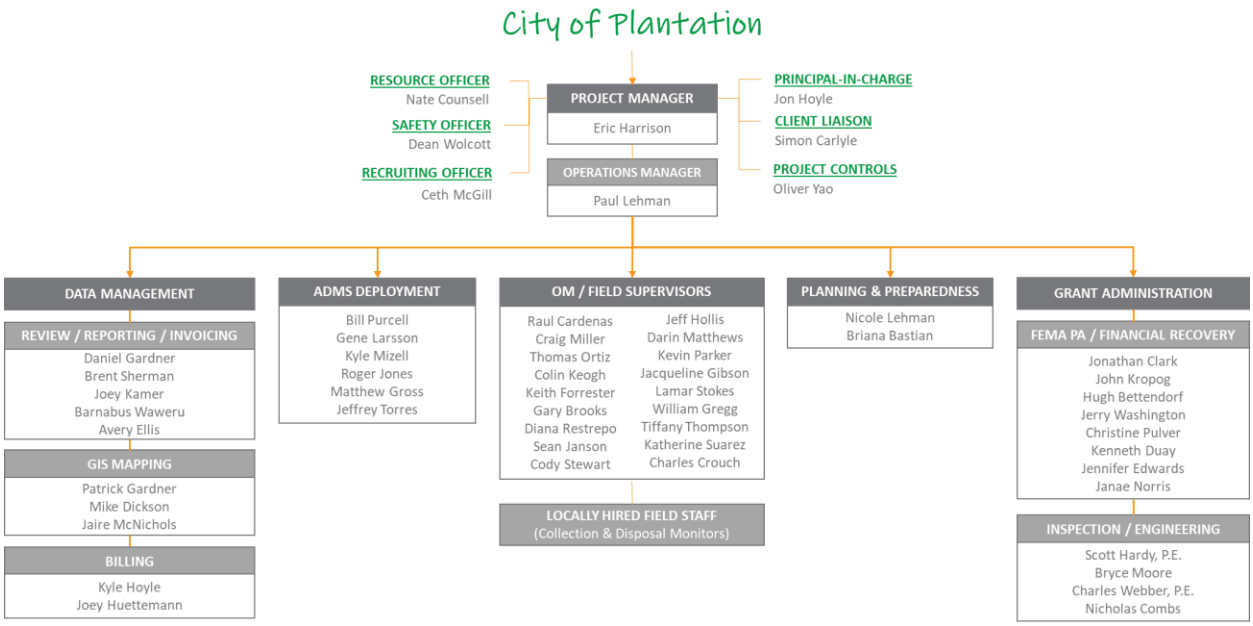


## Key Personnel Overview

**JON HOYLE** will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over nineteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the Nation. He has managed 75 projects under contracts that total over $2.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

**SIMON CARLYLE** will serve as the Client Liaison for the City and serve as a direct point of contact to address the City's needs throughout the term of the contract. Mr. Carlyle has over sixteen years of experience working with state and local governments providing disaster debris removal monitoring services. He has responded to over 30 disaster incidents and has extensive knowledge of federal, state, and local policies and reimbursement guidelines.

**OLIVER YAO** will serve as the Project Controller for the City to oversee contractual requirements and budget expectations. He will also make certain project operations are implemented in accordance with the contract and task order(s) issued by the City. His experience spans seventeen years providing program management and oversight of disaster response and recovery projects following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

**ERIC HARRISON** will serve as the Project Manager on behalf of the City and ensure project operations are implemented in accordance with the contract and task order(s) issued by the City. Mr. Harrison has eighteen years of experience assisting communities with disaster response and recovery efforts and has supported multiple debris operations through project management, mobilization of response teams,

staging logistics, data management and permitting debris sites. Most recently, Mr. Harrison served as a program manager for Thompson's response to Hurricane Helene, which included contract activations throughout the Florida, Georgia, South Carolina, and Tennessee. Mr. Harrison oversaw project operations, ensuring all projects had the necessary resources and adhered to all federal, state, and local requirements. Thus far, Thompson has monitored the removal of over 8 million cubic yards of debris.

**PAUL LEHMAN** will serve as the Operational Manager for the City and oversee day-to-day operations of the project and will also work closely with the City's debris hauler to coordinate crew requirements and scheduling. He has over a decade of experience and has managed and supported FEMA funded debris removal projects in Florida, Louisiana, Puerto Rico, South Carolina, and New Jersey. Most recently, Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for the City of Orlando following Hurricane Ian, where Thompson substantiated over 130,600 CY of debris throughout the City.

**DANNY GARDNER** will serve as the Data Manager for the City. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $2 billion. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

**NICOLE LEHMAN** will serve as the Planning and Preparedness lead for the City. Ms. Lehman has fourteen years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures, and regulations involved in successfully running disaster debris management operations. Recently Ms. Lehman served as a Project Manager for the Lee County, Florida, debris mission following Hurricane Ian. In addition, Ms. Lehman provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

**JONATHAN CLARK** will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Mr. Clark began his career in disaster recovery as a FEMA employee in Louisiana following Hurricane Katrina. Since that time, Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in the FEMA Public Assistance grant program. Having served clients at the local, state, and federal level, Mr. Clark has managed the financial recovery of communities receiving more than $800 million in federal funding.

**PATRICK GARDNER** will provide GIS and mapping support to the City. Mr. Gardner has over nine years of experience and has supported recovery operations in this capacity for several large-scale, multi- state, regional, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and utilizing geospatial data to convey project operations and progress. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

The following table further summarizes the background and experience of our key personnel and outlines our staff's extensive experience managing and monitoring projects of all size and scale, including many resulting in the documentation of over 1,000,000 cubic yards on behalf of local and state governments. ***Resumes for key personnel have been provided in Exhibit 4-1.***

Table 4-1: Summary of Project Team Experience

| Name, Education, Background | Representative Experience |
|---|---|
| Jon Hoyle \| Principal-in-Charge | |

| Name, Education, Background | Representative Experience | |
|---|---|---|
| MBA – Finance/Management<br>19 Years of experience | – Escambia County, FL – 3,700,000 CY<br>– Puerto Rico DOT – 1,000,000 CY<br>– Lee County, FL – 2,300,000 CY | – South Carolina DOT – 3,000,000 CY<br>– Aiken County, SC – 1,500,000 CY<br>– Harris County, TX – 2,500,000 CY |
| Simon Carlyle \| Client Liaison | | |
| 18 Years of experience | – Calcasieu Parish, LA – 6,700,000 CY<br>– City of Lake Charles, LA – 3,400,000 CY<br>– Baldwin Co, AL – 4,400,000 CY | – Pinellas Co, FL – 380,000 CY<br>– Sarasota Co, FL – 288,000 CY<br>– Beaufort Co, SC – 1,700,000 CY |
| Oliver Yao \| Project Controls | | |
| MS – Management & Finance<br>17 Years of experience | – Beaufort Co, SC – 1,700,000 CY<br>– Baldwin Co, AL – 4,400,000 CY<br>– Bay County, FL – 1,200,000 CY | – Hidalgo Co, TX – 187,000 CY<br>– Hamilton Co, TN – 408,000 CY<br>– Linn Co, IA – 1,100,000 CY |
| Eric Harrison \| Project Manager | | |
| 18 Years of experience | – New Mexico DOT, NM—20,900 CY<br>– Hurricane Ian, FL – 11,500,00 CY<br>– Kentucky DOT – 111,000 CY | – Hurricane Laura, LA – 2,400,000 CY<br>– Hurricane Irma, FL –11,600,00 CY<br>– Hurricane Matthew – 3,200,00 CY |
| Paul Lehman \| Operational Manager | | |
| 9 Years of experience | – Jefferson Davis Parish, LA – 215,000 CY<br>– Puerto Rico DOT – 400,000 CY<br>– Fort Lauderdale, FL – 460,000 CY | – City of DeLand, FL – 130,000 CY<br>– Daytona Beach, FL – 330,000 CY<br>– Georgetown County, SC – 100,000 CY |
| Jonathan Clark \| FEMA Public Assistance Liaison | | |
| 18 Years of experience | – City-Parish E Baton Rouge – 2,000,000 CY<br>– South Carolina DOT – $37,000,000<br>– Alabama Tornados – $25,000,000 | – South Dakota – $60,000,000<br>– Hu rricane Alex – $3,500,000<br>– Hurricane Ike – $445,000,000 |
| Danny Gardner \| Data Manager | | |
| MBA – Finance/Management<br>16 Years of experience | – SWA Palm Beach Co – 2,300,000 CY<br>– Chatham Co, GA – 1,400,000 CY<br>– Baton Rouge, LA – 1,800,000 CY | – Alabama DOT – 870,000 CY<br>– South Carolina DOT – 3,000,000 CY<br>– Escambia County, FL – 3,700,000 CY |
| Nicole Lehman \| Planning and Preparedness | | |
| BA – Psychology & Spanish<br>16 Years of experience | – Puerto Rico DOT – 400,000 CY<br>– Fort Lauderdale, FL – 460,000 CY<br>– St. Augustine, FL – 83,000 CY | – Chatham Co, GA – 1,400,000 CY<br>– Daytona Beach, FL – 330,000 CY<br>– Escambia County, FL – 3,700,000 CY |
| Patrick Gardner \| GIS / Environmental | | |
| MS – Fisheries & Aquatic Sciences<br>BS – Marine Science<br>10 Years of experience | – Gadsden County, FL – 900,000 CY<br>– SWA Palm Beach Co, FL – 3,200,000 CY<br>– Fort Lauderdale, FL – 400,000 CY | – Chatham Co, GA – 1,400,000 CY<br>– Baton Rouge, LA – 1,800,000 CY<br>– South Carolina DOT – 3,000,000 CY |

## Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state, and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below. Also, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table 4-2: Staff Certifications & Training

| Agency/Course | Certification Title |
|---|---|
| FEMA IS 1A | Emergency Program Manager, an Orientation to the Position |
| FEMA IS 30b | Mitigation eGrants System for the Subgrant Applicant |
| FEMA IS 31b | Mitigation eGrants System for the Grant Applicant |
| FEMA IS 100c | Introduction to the Incident Command System |
| FEMA IS 120c | An Introduction to Exercises |

| Agency/Course | Certification Title |
|---|---|
| FEMA IS 200c | Basic Incident Command System for Initial Response |
| FEMA IS 230e | Fundamentals of Emergency Management |
| FEMA IS 241c | Decision Making and Problem Solving |
| FEMA IS 242c | Effective Communication |
| FEMA IS 253b | Overview of FEMA's Environmental and Historic Preservation Review |
| FEMA IS 393b | Introduction to Hazard Mitigation |
| FEMA IS 403 | Introduction to Individual Assistance |
| FEMA IS 1300 | Introduction to Continuity of Operations |
| FEMA IS 1000 | Public Assistance Program and Eligibility |
| FEMA E376 | Public Assistance Operations |
| FEMA IS 632a | Introduction to Debris Operations in FEMA's PA Program |
| FEMA IS 634 | Introduction to FEMA's Public Assistance Program |
| FEMA IS 700b | National Incident Management System (NIMS) an Introduction |

This coursework and continuing education allow our employees to remain current with ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

## Key Personnel Qualifications

### Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some of the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

#### Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Parks debris removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterway debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

## Special Services Debris Removal Programs



Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel, and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring. A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- New Mexico Department of Transportation: Acequia Debris Removal Program
- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Thompson has extensive experience working closely with various federal, state and local agencies, including departments of transportation, environmental protection, FEMA, FHWA and the NRCS to monitor special debris removal programs.

## Experience and Knowledge of Environmental Requirements



In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the City as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of **30+** environmental engineers, water/wastewater engineers, geologists, biologists, NEPA specialists, GIS specialists, soils scientists, hazardous materials managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians.

## Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

### Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

## Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than **$4.5** billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and **15** grant programs, including the following:

- Federal Emergency Management Agency
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
  - Community Development Block Grant
  - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Thompson's approach to disaster recovery services has been specifically developed to provide our clients with audit-ready documentation in a format that facilitates an expedited federal and state review. Should FEMA, State and/or OIG representatives issue any audit requests, Thompson is prepared to fully assist the City, as it is common for FEMA and State agencies to request support during the project review, obligation, and audit process.

**Hurricane Matthew – Florida, 2016:** When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's grant management consulting activations were spread across Florida from the Gulf to Atlantic coasts. Our clients included the City of Ormond Beach and City of Daytona Beach among others who continue to call upon Thompson in their time of need. Though primarily a debris-generating event, Thompson assisted clients with the preparation of projects for both emergency and permanent work, including building repairs, large debris removal claims and complex Category B force account emergency protective measure projects.

**Hurricane Irma – Florida, 2017:** Hurricane Irma was one of the largest storms to impact Florida since the 2004 hurricane season. Thompson assisted clients across the State, most notably Volusia County, the City of Lakeland, the Solid Waste Authority of Palm Beach, and the City of Fort Lauderdale. Thompson was tasked with documentation reconciliation, project development, cost estimating and closeout support for more than $100 million in FEMA Public Assistance reimbursement claims.

**Hurricanes Laura, Sally & Zeta – Louisiana, Alabama & Florida, 2020:** In the midst of the COVID-19 Pandemic, numerous Thompson clients were impacted by multiple hurricanes over a two-month period. In addition to Grant and Winn Parishes, Louisiana, both Orange Beach, Alabama and Escambia County, Florida were significantly impacted and suffered widespread debris, significant emergency protective measure costs and permanent damages. Thompson provided damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to support simultaneous activations across the three states accounting for disaster recovery funding totaling over $160 million.

**Hurricane Ian & Tropical Storm Nicole, 2022:** The State of Florida suffered from the impacts of Hurricane Ian and Tropical Storm Nicole which occurred within months of each other and caused widespread damage. Thompson simultaneously assisted 28 of our clients in their debris removal operations and provided FEMA Public Assistance services including damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to Brevard County, City of Fort Lauderdale, City of Port Orange, and the City of Ocoee.

**Wildfire Support New Mexico, 2023:** Following devastating wildfires that spread across New Mexico, the New Mexico Department of Transportation (NMDOT) selected Thompson to provide program management, disaster monitoring, and Public Assistance grant management services following wildfires, flooding, and mudflows that impacted the State. To date, Thompson has assisted the New Mexico Department of Transportation (NMDOT) with over $64 million in disaster related costs. This support has expanded to support cost recovery for State highways ($49M) as well as Mora and San Migel Counties ($10M), and cultural organizations including the New Mexico Acequia Association. As part of full-service grant management services, Thompson is also assisting the NMDOT with a $25 million FEMA Claims Office request related to State Highway damages.

## Debris Management Planning

Thompson has leveraged the lessons that we have learned from managing previous disaster debris programs as well as our strong regulatory knowledge and capabilities to develop several comprehensive debris management plans (DMP). Thompson works closely with our clients throughout the DMP development process to make certain the resulting plan is both in accordance with the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide and contains the components critical to the success of a debris removal operation.

Though conceptually similar, Thompson understands that each DMP will vary to reflect the intricacies and needs of our clients. Our plan development process is scalable and flexible depending on the need for developing a new plan or updating an existing plan; or the need for selecting and validating potential debris management sites (DMS) or to have existing sites reviewed and permitted by specific state agencies. Typically, the geographic size, population characteristics, propensity for and type of disaster, and many other factors dictate the complexity of a DMP.

# Debris Removal Monitor Labor Force Sourcing

Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs. We maintain a staff of full time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over 12 years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

**2,500+**
field staff recruited & hired following Hurricane Ian

It is Thompson's intent to fill temporary debris monitoring positions with the City's qualified residents in need of work. Thompson will provide qualified residents with safety training and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screenings for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

## Response Times

Thompson is extremely proud of our response time record and our ability to deploy resources quickly and efficiently in disaster situations across the country. Thompson maintains a professional recruiting and staffing department in-house so that we can respond quickly and efficiently to surge staffing demands regardless of the size and scale of the disaster incident. As an example of our staffing abilities, we have summarized our response times to previous disasters and resources deployed in the following table.

Table 4-3: Previous Response Times and Resources Deployed

| Disaster | Year | Number of Clients | Response Time | Field Staff Hired |
|---|---|---|---|---|
| Hurricane Ian (FEMA DR-4673) | 2022 | 30 | Within 12-24 hours of NTP | 2,538 |
| New Mexico Wildfires (FEMA DR-4652) | 2022 | 1 | Within 12-24 hours of NTP | 125 |
| Kentucky Severe Winter Storm (FEMA DR-4592) | 2021 | 1 | Within 48 hours of NTP | 529 |
| Hurricane Ida (FEMA DR-4611) | 2021 | 13 | Within 12-24 hours of NTP | 2,900 |
| Hurricane Sally (FEMA DR-4563,4564) | 2020 | 10 | Within 12-24 hours of NTP | 1,425 |
| Hurricane Dorian (FEMA DR-4465) | 2019 | 2 | Within 24 hours of NTP | 160 |
| Hurricane Michael (FEMA DR-4399, 4400) | 2018 | 13 | 24 hours prior to NTP | 1,300 |
| Hurricane Florence (FEMA DR-4393, 4394) | 2018 | 13 | 48 hours prior to NTP | 989 |
| Hurricane Maria (FEMA DR-4339) | 2017 | 1 | Within 24 hours of NTP | 1,200 |
| Hurricane Irma (FEMA DR-4337, 4338) | 2017 | 47 | Within 12-24 hours of NTP | 1,600 |
| Hurricane Harvey (FEMA DR-4332) | 2017 | 6 | Within 12 hours of NTP | 200 |
| Hurricane Matthew (FEMA DR-4283-86) | 2016 | 17 | 48 hours prior to NTP | 600 |
| Louisiana Severe Flooding (FEMA DR-4277) | 2016 | 2 | 24 hours prior to NTP | 440 |
| South Carolina Severe Flooding (FEMA DR-4241) | 2015 | 1 | Within 48 hours of NTP | 55 |
| Winter Storm Pax (FEMA DR-4166) | 2014 | 6 | Within 48 hours of NTP | 475 |

## Sub-Contractor Participation

**20+**
nationwide
S/M/WBE
partnerships

Thompson recognizes the importance and value of developing meaningful working relationships with small, minority, women-owned, and labor surplus area firms. Although Thompson maintains the resources and experience necessary to fulfill the majority of services requested by our clients, we actively seek opportunities to connect with additional partners that best serve our clients. We often encourage and engage the participation of disadvantaged business enterprises (DBE) to include small, minority, and women owned business enterprises in the communities where we work and have over 20 pre-position agreements with DBE subconsultants across the United States. Thompson has utilized DBE subconsultants on state, federal, and municipal projects involving specific goals and/or federal funds or grants and has invested millions in DBE subcontracting.

Thompson maintains the resources and experience to fulfill the scope of work requested by the City without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the City to identify an appropriate subcontractor.

Thompson has a proven history of meeting or exceeding our subcontracting goals on past projects, and we will take all steps to confirm compliance with all applicable federal or state laws or ordinances for DBE participation, including 2 CFR 200.321.

# EXHIBIT 4-1: KEY PERSONNEL RESUMES

thompson
CONSULTING SERVICES

# Jon Hoyle

President

### FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

### EDUCATION

BA: International Relations
MBA: Management and Finance

### EXPERIENCE

19 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Hoyle has 19 years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 150 projects under contracts that total over $2.5 Billion in grant administration and recovery efforts that required the mobilization of over 10,000 field and professional personnel.

## PROJECT EXPERIENCE

**Hurricane Ida, Disaster Recovery Operations, State of Louisiana, 2021 – 2022** | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Ida. Thompson conducted debris removal monitoring operations on behalf of 13 unique clients simultaneously. Mr. Hoyle ensured contract obligations were met and cost controls were closely monitored for all ongoing projects. Overall, Thompson monitored the removal of over 11.7M cubic yards of debris as of Hurricane Ida.

**Escambia County, Florida, Hurricane Disaster Debris Removal Monitoring, 2020 – 2021** | Mr. Hoyle served as the principal-in-charge for Escambia County, Florida following Hurricane Sally. He was responsible for over-seeing cost controls for projects and maintaining contract obligations. Thompson provided FEMA reimbursement support as well as debris removal monitoring and substantiation for over 4M cubic yards of construction, demolition, and vegetative debris.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017** | Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

**South Carolina Department of Transportation, Severe Flooding, 2015 - 2016** | Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris

monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over $35,000,000 and including hazard mitigation measures.

**Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015** | Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | Winter Storm Pax impacted the State of South Carolina generating widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011** | In the wake of Hurricane Irene the VDOT called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

**Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011** | Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The campgrounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals $1.5-million.

**Calhoun County, Alabama, Tornado Recovery Operations, 2011** | During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson was selected by Calhoun County to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

**Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011** | Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

**Norman, Oklahoma, Ice Storm Deployment, 2008** | Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over $3 million worth of eligible FEMA and FHWA funding.

**Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007** | Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

# Simon Carlyle

Vice President

**FIRM**

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

**EXPERIENCE**

18 years

**PROGRAM EXPERIENCE**

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | HUD CDBD Disaster Recovery | HUD CDBG Housing

Mr. Carlyle has 18 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed over 30 of the most devastating disaster events in Florida, Texas, Alabama, Virginia, Louisiana, South Carolina, Georgia, and Mississippi. Mr. Carlyle has extensive experience in all stages of disaster recovery and has a thorough knowledge of federal, state, and local policies.

## PROJECT EXPERIENCE

**New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023** | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Carlyle served as client liaison acting as the direct point of contact to address the NMDOT's needs during project operations.

**State of Florida – Multiple Communities, Hurricane Ian, 2022 – 2023** | Mr. Carlyle served as the client liaison during mobilization efforts in response to the devastating impacts of Hurricane Ian. Mr. Carlyle managed multiple projects communicating with clients directly to address schedules and unique project goals/expectations. Thompson assisted 27 clients simultaneously the state and documented the removal of over 11.5M cubic yards of demolition and vegetative debris.

**Virginia Department of Transportation, Severe Winter Storm Debris Removal Monitoring, 2021** | Mr. Carlyle served as client liaison for the Virginia Department of Transportation where he provided senior management oversight, coordinated staffing and logistics support, ensured unique health and safety plan was executed and oversaw and audited daily reporting.

**State of Louisiana – Multiple Communities, Hurricane Laura, 2020 - 2022** | Mr. Carlyle served as the regional manager to multiple cities and parishes following the devastating effects of Hurricane Laura. He coordinated and provided support during debris monitoring and disposal operations throughout the state.

**State of South Carolina – Multiple Communities, Tornado Recovery Operations, 2020** | Mr. Carlyle served as the regional manager during mobilization in response to an unprecedented number of tornados affecting the state. Following the tornado outbreak, Mr. Carlyle managed multiple projects overseeing debris removal operations and debris site quality control.

**State of South Carolina – Multiple Communities, Hurricane Dorian Recovery operations, 2019** | Following the effects of Hurricane Dorian, an extremely powerful Category 5 hurricane, Mr. Carlyle served as the regional manager for multiple clients across the state. Mr. Carlyle provided program oversight, order preparation and quality assurance measures.

**Jefferson County & Orange County, Texas, Tropical Storm Imelda Disaster Recovery Operations, 2019** | Mr. Carlyle served as regional manager on behalf of Jefferson County and Orange County, Texas following the devastating effects of Tropical Storm Imelda. The storm caused wide-spread flooding and produced large quantities of debris throughout the state. Mr. Carlyle assisted the counties in the removal and substantiation of over 100,000 cubic yards of debris.

**Lee County, Alabama, Tornado Disaster Recovery Operations, 2019** | Mr. Carlyle served as the project manager for Lee County after it was impacted by one of the most fatal and highly destructive tornadoes in recent history. Mr. Carlyle was able to mobilize to the County within hours of a notice-to-proceed and began immediate coordination with local, state and federal officials. Mr. Carlyle worked closely with the County and the County's debris hauler to develop a debris removal strategy and schedule.

**Southwest Georgia – Multiple Communities, Hurricane Michael Response and Disaster Recovery, 2018 – 2019** | Hurricane Michael was an extremely destructive Category 5 storm that impacted multiple states across the panhandle including Georgia. Mr. Carlyle served as a regional manager under a team providing debris monitoring and documentation under the United States Army Corps of Engineers. Mr. Carlyle oversaw field operations and served in a client liaison role.

**State of Florida – Multiple Communities, Hurricane Irma Recovery and Debris Removal Monitoring, 2017 – 2018** | Mr. Carlyle served as regional manager on behalf of nearly 20 cities and counties in the state of Florida following the impacts of Hurricane Irma. As regional manager, Mr. Carlyle was responsible for communicating with various city and county administrators, scheduling debris removal operations, overseeing training, project staffing and data management, ensuring that debris and documentation remains accurate, representing clients in meetings with State and Federal officials, and coordinating government agency meetings.

**State of Texas – Multiple Communities, Hurricane Harvey Disaster Debris Monitoring & Recovery Services, 2017 – 2018** | Mr. Carlyle served as the regional manager for disaster debris removal monitoring in multiple cities and counties following Hurricane Harvey. Mr. Carlyle worked directly with impacted cities, counties, and respective communities, scheduling debris removal operations and task orders, and communicating all project matters related to the counties, cities, and towns to city and county staff.

**Beaufort County, South Carolina, Hurricane Matthew Recovery Operations & DDMP Development, 2016 – 2017** | Mr. Carlyle has worked closely with the County to provide support during annual trainings and assisted in the development of the County's Disaster Debris Management Plan (DDMP). Following Hurricane Matthew in 2016, Mr. Carlyle served as the project manager on behalf of the county and oversaw debris removal operations including the removal of over 1.7M cubic yards of debris and the removal of over 62,000 Hazardous hanging limbs and leaning trees. In addition, he successfully oversaw a waterway debris and vessel removal program.

**State of South Carolina – Multiple Communities, Winter Storm Pax Disaster Recovery, 2014** | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Mr. Carlyle worked with multiple county and local governments to establish debris removal and incident response plans in order to begin responding to residential and community needs. Mr. Carlyle created debris removal and monitoring programs with communities that had no preposition contract or plans in place.

**City of Sioux Falls, South Dakota, Severe Winter Storm Recovery Operations, 2013** | The City was severely impacted by a severe winter storm that caused damage and hazardous debris. Mr. Carlyle served as the project manager overseeing the deployment and activation of staffing and equipment resources. Mr. Carlyle also assisted the City in utilizing unique mapping parameters and reporting protocols. Nearly 30,000 hazardous hanging limbs were removed from the City.

**Bastrop County, Texas, Wildfire Recovery Services, 2011 – 2012** | Mr. Carlyle served as the project manager following devastating wildfires that impacted the County. Mr. Carlyle led a team of experts who expedited project worksheets, maintained FEMA compliant documentation and initiated a private property debris removal program.

**City of Waveland, Mississippi, Hurricane Katrina Disaster Recovery & Private Property Debris Removal, 2006** | The City was severely impacted by Hurricane Katrina and suffered widespread damage. Mr. Carlyle served as the project manager on behalf of the City and oversaw right-of-way debris removal operations, the removal of hazardous leaning and hanging limbs and trees, City parks debris removal operations, and private property debris removal projects.

## TRAINING & CERTIFICATIONS

- IS-100: Introduction to ICS
- IS-120: Introduction to Exercises
- IS-00556: Damage Assessment for Public Works
- IS-00559: Local Damage Assessment
- IS-00634: Introduction to FEMA's PA Program
- IS-700: Introduction to NIMS
- Homeland Security Exercise and Evaluation Program (HSEEP) Certified

# Oliver Yao

Vice President

**FIRM**

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

**EDUCATION**

BA: Economics
MBA: Management and Finance

**EXPERIENCE**

17 years

**PROGRAM EXPERIENCE**

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)

Mr. Yao has 17 years of experience providing program management and oversight of disaster response and recovery projects throughout the United States. His experience spans recovery efforts following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

## PROJECT EXPERIENCE

**New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023** | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Yao serves as a subject matter expert supporting NMDOT with PPDR and demolition program management and monitoring services.

**Livingston Parish, Louisiana, Hurricane Ida Recovery, 2022** | In addition to generating disaster debris along the Parish right-of-way and public property, Hurricane Ida also severely impacted Parish waterways. The Parish was successful in submitting waterways for approval under the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection program. Mr. Yao servers as a senior manager supporting the documentation and management of the NRCS waterways debris removal program.

**Terrebonne Parish, Louisiana, Hurricane Ida Recovery, 2022-2023** | As part of recovery efforts following Hurricane Ida, the Parish initiated and private property debris removal and demolition program. Mr. Yao serves as a senior manager supporting the Thompson field manager in the oversight and quality assurance of PPDR and demolition program documentation and program

**CalRecycle, California, Wildfire Recovery, 2021** | Mr. Yao served as a senior manager and supported project controls for the 2021 Wildfire structural debris and hazard tree assessment and removal program. The program consisted of two divisions, the North Division which included the counties of Lassen, Plumas, Siskiyou, Tehama, and Trinity; and the Central Division which included the counties of Alpine, El Dorado, Placer, Nevada, and Lake. Mr. Yao supported project setup including workplans, staffing, and data documentation and reporting.

**State of Louisiana, Hurricane Ida Program Management, 2021** | Mr. Yao provided senior management oversight and project controls for 11 projects within the State of Louisiana including St. John the Baptist, St. James, Iberville, and St. Helena Parishes. Mr. Yao's senior oversight included over 4.7 million cubic yards and over 82,000 hazardous trees from the 11 combined projects.

**State of Louisiana, Hurricanes Delta and Zeta Program Management, 2020** | Hurricanes Delta and Zeta were two late season hurricanes that impacted Louisiana. Mr. Yao provided senior management oversight and project controls for six projects including Acadia and St. Martin Parish. The response and recovery operations for Hurricanes Delta and Zeta were completed on average within 30 days and totaled 167,000 CY of debris and 3,800 hazardous trees.

**Baldwin County, Alabama, Hurricane Sally Program Management, 2020** | Hurricane Sally impacted the State of Alabama as a strong Category 2 hurricane and caused

extensive damages to Baldwin County. Mr. Yao served as part of the senior management team and supported project setup, documentation, staffing, reporting, and project controls. The project resulted over 4.4 million cubic yard of debris and over 46,000 hazardous trees and stumps. Mr. Yao also supported the County in responding to FEMA requests for information and supporting documentation.

**State of Louisiana, Hurricane Laura Program Management, 2020** | Hurricane Laura impacted the State of Louisiana as a destructive category 4 hurricane. Mr. Yao served as senior leadership and oversaw project setup, documentation, staffing, and project controls for 15 clients in Louisiana. Work included the City of Lake Charles, Calcasieu Parish, the City of Sulphur, Allen Parish, Vermillion Parish, and the City of Alexandria to name a few. Mr. Yao's senior oversight included over 15.3 million cubic yards and over 130,000 hazardous trees from the 15 combined projects. Mr. Yao also supported the two Private Property Debris Removal programs for Calcasieu Parish and the Town of Vinton.

**CalRecycle, California, Camp Fire, 2019** | The Camp Fire Incident destroyed over 13,000 structures. Mr. Yao served as a senior manager supporting project setup, staffing, data management, financial accounting, and project controls. This program resulted in the documentation of over 3.6 million tons of structural debris.

**State of Florida, Hurricane Michael Program Management, 2018** | Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao provided management and data oversight for 11 projects in Florida including Bay County, Franklin County, Wakulla County and the cities of Lynn Haven, Springfield, and Callaway. Mr. Yao supported the oversight and documentation of over 5.5 million cubic yards and over 21,000 hazardous trees.

**State of Georgia, Hurricane Michael Program Management, 2018** | In addition to impacting the State of Florida, Hurricane Michael also severely impacted the State of Georgia. The United States Army Corps of Engineers (USACE) was activated to coordinate debris removal in 13 counties. Mr. Yao served as a senior manager and was responsible for project setup, controls, reporting, and staffing. In total, over 3.4 million cubic yards of debris was documented and collected.

**State of Florida, Hurricane Irma Program Management, 2017** | Hurricane Irma was an unprecedented storm that impacted almost the entire State of Florida. Mr. Yao supported documentation and reimbursement for clients throughout the State of Florida. Mr. Yao also supported final invoicing and the response to requests for information by FEMA for multiple projects.

**State of Florida, Hurricane Matthew Program Management, 2016** | Hurricane Matthew impacted the east coast of Florida. Mr. Yao served as a senior manager and data management coordinator 21 projects including the counties of Volusia, Flagler, St. Johns, and Brevard County. Mr. Yao supported the documentation and data management of over 3.2 million cubic yards of debris.

**State of South Carolina, Hurricane Matthew Program Management, 2016** | Mr. Yao served as a senior manager and data management coordinator for over 11 projects in South Carolina including Beaufort County and the Town of Hilton Head Island. Mr. Yao supported the documentation and reporting of over 4.4 million cubic yards of debris.

**State of Texas, Severe Storms, Tornadoes, Straight-Line Winds and Flooding Program Management, 2015** | Mr. Yao served as a senior manager and data management coordinator for the City of Houston, Hays County, and Caldwell County following severe storms and flooding that resulted in a disaster declaration. Mr. Yao supported project documentation and reporting.

**State of Alabama, Severe Storms and Tornadoes Program Management, 2014** | Mr. Yao served as a senior manager and data management coordinator for the counties of Blount and Limestone. Mr. Yao supported documentation, data management, and reporting deliverables for the projects.

**New Jersey Department of Environmental Protection, Hurricane Sandy, 2012**| Mr. Yao served as a senior manager and data management coordinator for NJDEP waterways debris removal program. This program included the removal of submerged and partially submerged hurricane debris as well as sediment removal that was a result of the hurricane.

**City of New Orleans, Louisiana, Hurricane Katrina Data Management, 2011** | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of over 1,700 residential structural demolitions that were a result of Hurricane Katrina.

**State of Texas, Hurricane Ike Data Management, 2008** | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of multiple projects including the City of Houston, City of Galveston, and Galveston County.

# Daniel Gardner

## Vice President / Data Operations

### FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

### EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

### EXPERIENCE

15 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | CDBD Disaster Recovery | CDBG Housing

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $2 billion. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

## PROJECT EXPERIENCE

**U.S. Army Corps of Engineers (USACE), Louisville District - Kentucky, Tornado Recovery Operations, 2021 – 2022** | In December of 2021, Graves County and the City of Mayfield were devastated by a Major EF4 tornado that required a massive emergency response and recovery operation. Thompson responded to both the City and County as the debris monitoring subconsultant to the U.S. Army Corps of Engineers (USACE). Mr. Gardner served as the Data Manager overseeing the Thompson data team who provided quality assurance, project reporting, mapping, data management, and invoice reconciliation support. Overall, Thompson monitored the removal of more than 433,000 cubic yards of debris from the County and City.

**Grant Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 - 2021** | Mr. Gardner served as the Data Manager overseeing all data operations for Grant Parish following the severe effects of Hurricane Laura. He was responsible for daily ticket reviews, data reconciliation and validation, daily reporting and contractor invoice tracking. Overall, Thompson has monitored and documented the removal of over 1.1M cubic yards of debris from the Parish.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and was responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Gardner served as the lead Data Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016** | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner managed the Thompson data management team responsible for validation and reporting of all project data. He was also responsible for data reconciliation and contractor invoicing. Thompson monitored, documented, and substantiated reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013** | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

**City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011** | The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated $85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

## TRAINING & CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Assessment
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

thompson
CONSULTING SERVICES

# Nicole Lehman

## Director of Client Services / Program Manager

### FIRM

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### EDUCATION

BA: Psychology and Spanish

### EXPERIENCE

16 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program | CDBG Disaster Recovery | CDBG Housing

Ms. Lehman has 16 years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

## PROJECT EXPERIENCE

**Lee County, Florida, Hurricane Ian Disaster Recovery, 2022 – 2023** | Lee County suffered widespread flooding and extensive damage as a result of Hurricane Ian. Ms. Lehman served as an onsite program manager during the recovery operations and coordinated closely with the County overseeing day-to-day operations for monitoring projects and providing planning support. Thompson has monitored the removal of over 5.7M cubic yards of debris and over 43,450 hazardous limbs and trees throughout the County.

**Escambia County, Florida, Hurricane Disaster Recovery Operations, 2020 - 2021** | Ms. Lehman served as a program manager during the recovery operations and response by Escambia County following Hurricane Sally. She was responsible for ensuring all projects had the adequate resources necessary for completion, and that all projects were adhering to all federal, state, and local requirements. As the County's stand-by debris monitoring service provider, Ms. Lehman has provided planning support and preparedness services to the County.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019** | Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

**Fort Lauderdale, Florida, Hurricane Irma Disaster Recovery, 2017** | Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public beaches. She coordinated closely with the City and the debris removal contractors to implement and carry out debris removal programs.

**City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015** | Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

**Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015** | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the

plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** | Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

**Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014** | Ms. Lehman served as the operations manager for debris removal monitoring operations in Georgetown County. She was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

**City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013** | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

**Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012** | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

**Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012** | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

**City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011** | Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated $85M in damages.

**Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010** | Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over $1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

**City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010** | Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over $3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over $62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

**Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009** | Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

## TRAINING & CERTIFICATIONS

- HAWOPER 40-hour Certification
- OSHA 30-hour Certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management Systems (NIMS) an Introduction

# Patrick Gardner

## GIS Manager

### FIRM

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### EDUCATION

BS: Marine Science
MS: Fisheries and Aquatic Sciences

### EXPERIENCE

10 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B)

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

## PROJECT EXPERIENCE

**New Mexico Department of Transportation (NMDOT), Wildfire Recovery Operations, 2022 – 2023** | Widespread wildfires caused significant damages throughout the State in 2022. Thompson was activated by the New Mexico Department of Transportation (NMDOT) in San Miguel and Mora counties to provide disaster debris removal monitoring services on NMDOT maintained roadways and to conduct special programs including private property debris removal and waterway debris removal. Mr. Gardner coordinated with the NMDOT to provide geospatial analysis, maps, and figures for the simultaneous project operations. To date, Thompson has monitored the removal of over 170,000 tons of debris and 12,000 hazardous trees and limbs on behalf of the NMDOT.

**City of Mobile, Alabama, Hurricane Sally Recovery Operations, 2020 - 2021** | Mr. Gardner served as the GIS manager for the City following Hurricane Sally. He was responsible for coordinating with the City to provide geospatial analysis and maps and figures representing City-wide debris monitoring operations data. Overall, Thompson monitored the removal of over 850,000 cubic yards of debris.

**Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, 2018 - 2019** | Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated with each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

**Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018** | Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

**Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018** | Mr. Gardner provided GIS and data management services during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

**Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018** | Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

**Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016** | Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

**South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016** | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

**Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015** | Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

**South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014** | In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

**Brevard County, FL, Hurricane Sandy Beach Renourishment, 2013 - 2014** | Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishmnet.

Environmental Project Experience

**Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016** | Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

**Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015** | As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

**Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015** | As a research assistant, Mr. Gardner conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

**Reproductive Biology of Invasive Lionfish (Pterois volitans/miles complex) from Little Cayman Island, 2013 - 2014** | Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive Lionfish (Pterois volitans) from Little Cayman. Frontiers in Marine Science 2:7).

**Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009** | While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and interns for various project tasks.

## TRAINING & CERTIFICATIONS

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Bourne Pathogens
- GIS Applications for Natural Resource Management, Florida Sea Grant

# Jonathan Clark

## Senior Closeout Specialist / FEMA Consultant

### FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

### EDUCATION

MA Business Management and Leadership
BA Homeland Security and Emergency Management

### EXPERIENCE

18 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FEMA Hazard Mitigation Grant Program (404 and 406) | HUD CDBG Disaster Recovery | ROE / PPDR Removal Programs

Jonathan Clark has over 18 years of experience in the disaster response and recovery industry. He is a multifaceted consultant with a broad and diverse set of experience working with several federal and state grant programs. Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in grant management programs. Mr. Clark has managed the financial recovery of communities receiving more than $800 million in federal funding.

## PROJECT EXPERIENCE

**Denham Springs Housing Authority, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2023** | Severe storms and flooding left Authority owned buildings and housing units severely damaged and unlivable. As the Project Manager, we are in the process of managing a $13 million dollar recovery, including construction program oversight, and recovering funds from multiple agencies (CBDG-DR, FEMA), ensuring each agency's requirements are met and adhered to.

**New Mexico Department of Transportation, FEMA PA 2022-2023** | Mr. Clark served as the Recovery and Public Assistance Manager for the Hermits Peak Fire recovery response. Mr. Clark was responsible for managing the debris and permanent work projects (damage assessments, hazard mitigation proposals, etc.), mission assignments with New Mexico Homeland Security and Emergency Management (NMHSEM) and assisting in the construction and closeout process. Projects included Categories A, B, C, and D, which total an estimated $50 million.

**Brevard County, Florida, Hurricanes Ian, Nicole, Irma & Micheal FEMA PA 2022-2023** | Mr. Clark assisted the County with legacy projects including Hurricane Irma and Matthew, processing them through closeout. As respondent to Hurricane Ian and Nicole with a combined total estimate of over $50 million in active project costs, Mr. Clark managed recovery processes, performed site assessment and inspections, as well as provided hazard mitigation proposals.

**City of Fort Lauderdale, Florida, Hurricane Irma, and COVID-19, 2017 - 2023** | During Hurricane Irma, the City incurred damages to its beaches, parks, buildings, and utility infrastructure. Mr. Clark processed category A and B claims totaling more than $25 million as well as multiple permanent work projects, including categories E, F and G, to restore damaged buildings, utilities and parks. Mr. Clark is also assisting the city with its' COVID-19 pandemic response efforts which includes approval of a temporary non-congregate shelter to house vulnerable residents of the community.

**City Denham Springs, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2020** | Severe storms and flooding left over 1,000 homes severely damaged and public infrastructure devastated, including a destroyed City Hall and over one dozen lift stations in Denham Springs, LA. Mr. Clark is supporting the City in developing FEMA PA and Hazard Mitigation documentation to substantiate over $12 million in disaster recovery costs. Mr. Clark is also managing the City's HUD CDBG-DR claims, which will provide funding for the non-federal share of the FEMA PA project costs.

**Volusia County, Florida, Hurricane Irma, 2017 – 2020** | Following Hurricane Irma, Mr. Clark assisted Volusia County, FL with the preparation of PWs for both emergency and permanent work. The County suffered widespread damages generating more than 750,000 cubic yards of debris and destroying County infrastructure such as buildings and equipment. In total Mr. Clark prepared project worksheets totaling nearly $20 million in eligible FEMA PA damages. Additionally, Mr. Clark provided consultation regarding hazard mitigation opportunities to limit the potential damage during future disasters.

**South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 -2016** | Mr. Clark served as a FEMA PA grant administration consultant for the SCDOT. Mr. Clark prepared both large and small projects for approximately 100 roads and bridges throughout the State. In this role, Mr. Clark conducted site visits with SCDOT engineers, State representatives and FEMA staff and provided policy guidance and consulting support to maximize reimbursement for the SCDOT. Additionally, Mr. Clark identified mitigation opportunities and prepared Section 406 hazard mitigation requests to further strengthen SCDOT's infrastructure.

**New York State Office of Emergency Management, Hurricane Sandy FEMA PA Consulting, 2012 - 2014** | Mr. Clark assisted multiple Long Island applicants in a grantee role as part of the NYSOEM team. His duties included documentation collection and review, project worksheet development, and program management of FEMA PA applicants' large projects.

**Emergency Management Consultant, 2011 - 2012** | As an Emergency Management Consultant, Mr. Clark coordinated with and assisted federal, state and local emergency management agencies in developing Emergency Response, Multi-Hazard Functional, and/or Mitigation Plans in accordance with Federal and State requirements. His responsibilities included coordinating and assisting federal, state and local emergency management agencies with developing Continuity of Operations, Continuity of Government, Business Continuity Plans, and emergency communication and notification plans and procedures. In addition, Mr. Clark coordinated and assisted in the design, development, facilitation and evaluation of tabletop, functional and full-scale exercises, as well as developed, defined, and established correlation and maintained metrics. Through this valuable experience, he often interfaces and communicates with clients to execute project plans and prepare project deliverables.

**Planning Section Chief 2010-2011** | Mr. Clark served as acting Branch Planning Chief. In this position, he collected and organized incident status and situation information as defined within ICS. This involved coordinating, evaluating, analyzing, and displaying information for supervisory managers. In addition, Mr. Clark was responsible for developing, defining, establishing, correlating, and maintaining performance metrics. Other duties included plan, establish and maintain mission assignments, goals and benchmarks for operational planning.

**FEMA, Ground Support Unit Lead (Coordinating and Planning) 2005-2009** | While at FEMA, Mr. Clark planned, coordinated, and managed staff and resources as Deputy Logistic Chief Understudy. He also evaluated and analyzed resources and market trends and research. Other responsibilities at FEMA included:

- Federal Equipment Manager: Includes maintenance, tasking, mobilization, and installation.
- Acting Program Analyst: Created and evaluated logistic operational plans and statistical reports.
- Project Manager: Maintained oversight on special projects and departmental budgets.
- Contracting Officer: Technical Representative managing contracts of more than 5 million USD.
- Resource, Supply, Documentation and Procurement Supervisor
- ICS Team Lead for logistics during Federal response of Gustav and Ike operations.

## TRAINING & CERTIFICATIONS

- Graduate Certificate – Public Policy, Hamline University
- Graduate Certificate – Economic Development, Hamline University
- Graduate Certificate – Finance, Rice University
- Environmental Management, Oklahoma State University at Tulsa
- Transportation of Hazardous Materials (DOT), Oklahoma State University at Tulsa
- Management of Solid and Hazardous Waste (RCRA), Oklahoma State University at Tulsa
- RS Means Construction Cost Estimating Concepts
- Executive Certificate Certified Professional Project Manager (CPPM), St. Thomas University, Minneapolis MN
- FEMA E0930, Local ICS Management Course
- Construction Management Certificate, Fordham University (in progress)

# Keith Forrester

## Field Operations Manager

### FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

### EDUCATION

BA: Marketing and Management

### EXPERIENCE

15 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Forrester has 15 years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Forrester has worked extensively on Leaner, Hanger, and Stump Removal programs in some of the largest parks impacted by debris generating events in the last decade, including programs in Alabama, Arkansas, Missouri, and Texas. Mr. Forrester has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations including Hurricanes Isaac and Sandy.

## PROJECT EXPERIENCE

**Graves County & City of Mayfield, KY, Kentucky Tornado Recovery Operations 2021 - 2022** | Thompson provided debris removal monitoring services to Graves County, KY under the USACE and was later activated by the City of Mayfield, KY to continue disaster recovery efforts. Mr. Forrester served as Field Supervisor under the USACE and Operation Manager for the City of Mayfield. He oversaw day-to-day operations for all monitoring programs. Overall, Thompson monitored the removal of over 542, 050 cubic yards of debris following the tornados.

**Grant Parish, Louisiana, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021** | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Grant Parish following Hurricane Laura. The Parish performed both hazardous tree and limb removal, right-of-way (ROW) collection programs, and Parish schools debris removal projects. Overall, more than 1.1 million cubic yards of construction, demolition, and vegetative debris have been collected from the Parish.

**Volusia County, Florida, Hurricane Irma Recovery, 2017 - 2018** | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Volusia County, Florida. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

**City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017** | Mr. Forrester served as project/operations manager for debris removal monitoring efforts on behalf of the City/Parish. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.9 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

**Fentress County, Tennessee, Severe Winter Storm Recovery Operations, 2015** | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Fentress County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

**Hurricane Deployment, Hurricane Sandy, New York, 2012** | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Babylon, New York following Hurricane Sandy. Keith oversaw truck certification, monitor onboarding and badge distribution, right-of-way collection and tree work using ADMS and TDMSweb. Keith performed QA/QC and on-site training for monitors utilizing ADMS handheld devices in the field.

**Terrebonne Parish, LA, Hurricane Recovery Operations 2012** | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all ADMS monitoring projects including handheld deployment, truck certification, monitor intake and badge distribution, emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas. Mr. Forrester was also responsible for assisting for generating reports on TDMSweb for daily distribution to project stakeholders.

**Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011** | Mr. Forrester served as field supervisor overseeing disaster debris removal operations in the several different residencies across the eastern part of Virginia. He was also responsible for the supervision of 5 – 20+ collection monitors daily. In total, the recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

**Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring** | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Forrester served as the field project manager to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines. Mr. Forrester managed all tree work documentation with TDMSweb and was responsible for daily distribution of progress maps and project financial reporting.

**Arkansas Game and Fish Commission, Ice Storm Debris Removal Monitoring** | Mr. Forrester served as a field supervisor on state debris removal program to remove hazardous tress and hanging limbs from State parks and hunting grounds damaged by an ice storm. Mr. Forrester's team monitored debris removal in adverse outdoor conditions and ensured that the Global Position System (GPS) coordinates, electronic photographs, and field documentation were properly maintained to substantiate FEMA Category A reimbursement.

**City of Beaumont, TX, Hurricane Debris Removal Monitoring** | In 2008, Mr. Forrester served as a field project manager on the City of Beaumont debris monitoring effort. In addition to monitoring, documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris removal, Mr. Forrester also managed and monitored the removal of debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

**City of Springfield, MO, Ice Storm Debris Removal Monitoring** | Following the devastating impact that a large ice storm made on Oklahoma and Missouri, Mr. Forrester served as the field operations manager for the City of Springfield's debris removal monitoring program. Mr. Forrester's field team monitored and documented the removal of over 1,000,000 cubic yards of vegetative storm debris and worked with the City, State, and FEMA to address many unique challenges, including a parks debris, damaged tree, and hanging limb removal program in compliance with newly issued FEMA Disaster Specific Guidance.

# Gary Brooks

## Project / Operations Manager

### FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

### MILITARY EXPERIENCE

United States Marine Corps

### EXPERIENCE

18 years

### PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Brooks has 18 years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola, Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

## PROJECT EXPERIENCE

**Kentucky Transportation Cabinet (KYTC), Severe Flooding Recovery, 2022 – 2023** | Between June and July of 2022, a series of severe storms inundated Eastern Kentucky with heavy rainfall causing acute flooding in the State. Mr. Brooks served as project manager on behalf of KYTC following the severe storms and was responsible for overseeing all debris removal monitoring operations across several counties and municipalities. These operations led to the removal of over 331,818 tons of vegetative debris from KYTC maintained roadways.

**Escambia County, Florida, Hurricane Sally Disaster Recovery Operations, 2020 - 2021** | Mr. Brooks served as the operations manager overseeing day-to-day operations for all debris monitoring operations including special projects such as public parks debris removal within the County and Private Property Debris Removal (PPDR) efforts. Thompson monitored the collection and removal of over 4.4M cubic yards of vegetative and construction and demolition debris from the County.

**Gadsden County, Florida, Hurricane Michael Recovery Operations, 2018 - 2019** | Mr. Brooks served as the operations manager for debris removal monitoring efforts in Gadsden County, Florida, following Hurricane Michael. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and hazardous tree and stump removal on County maintained roadways. Overall, approximately 1.5M cubic yards of debris was collected from the County.

**Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018** | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

**Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018** | Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the County including performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall, Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

**South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 – 2017** | Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

**South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015** | Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event.

He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

**Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015** | Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** | Mr. Brooks served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

**Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013** | Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

**Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012** | Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

**Clark County, Indiana, Tornado Recovery Operations, 2012** | Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

**City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011** | Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

**Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011** | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

**City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008** | In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brook's monitoring team oversaw, monitored, and documented the removal of over 1M cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

**Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006** | Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

**Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004** | Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, three prime contractors removed nearly 8M cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

## TRAINING & CERTIFICATIONS

- OSHA 30-hour Construction Safety
- OSHA 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction

# Raul Cardenas

## Project / Operations Manager

**FIRM**
Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

**EDUCATION**
BA: Political Science
MA: Liberal Studies – Political Theory

**EXPERIENCE**
18 years

**PROGRAM EXPERIENCE**
FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Cardenas has 18 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

## PROJECT EXPERIENCE

**New Mexico Department of Transportation, New Mexico Wildfires Disaster Recovery Operation, 2022 - 2023** | New Mexico Wildfires suffered devastating impacts from a series of wildfires making their way through the State burning more than 904,422 acres of land. Mr. Cardenas served as the operations manager for NMDOT and monitored all debris removal operations. Thompson has monitored the removal of over 49,522 tons of debris from NMDOT maintained roadways.

**LADOTD District 62, Georgia, Hurricane Ida Recovery Operations, 2021 – 2021** | Mr. Cardenas served as the project manager for debris removal monitoring operations on behalf of the LADOT following Hurricane Ida. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW) and hazardous tree and limb removal programs. Overall, Thompson substantiated the removal of over 2 million cubic yards of vegetative debris.

**City of Mobile, Alabama, Hurricane Sally Disaster Recovery Operation, 2020 - 2021** | Hurricane Sally inundated the Gulf Coast with heavy rains and damaging winds causing large amount of disaster debris. Mr. Cardenas served as the operations manager for the City and monitored all debris removal operations including right-of-way (ROW) removal projects and hazardous tree and limb removal projects. Overall, Thompson monitored the removal of over 848,000 cubic yards of debris from the City.

**Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018** | Mr. Cardenas served as the project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

**Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017** | Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

**City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017** | Mr. Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

**South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015** | Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event.

He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

**South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014** | Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

**Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014** | Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

**Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011** | Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

**MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007** | Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

**South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005** | Mr. Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

## TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction

# SECTION 5
## Litigation & Terminations

## Financial Capability

Thompson has been in business for over **71** years. We are financially stable and have the necessary personnel, equipment, and financial resources to meet contractual obligations and can provide services at the level required.

Thompson has both the financial capacity and the access to credit necessary to commence and continue project operations both before and while federal and/or state funds are approved. Through project initiation and implementation Thompson has demonstrated our capacity to perform monitoring programs prior to the obligation of grant funds.

**Thompson Holdings Revenue**

*2018 - 2022*

| | | |
|---|---|---|
| 2022 | - | $ 95,700,000 |
| 2021 | - | $ 97,600,000 |
| 2020 | - | $ 73,900,000 |
| 2019 | - | $ 70,000,000 |
| 2018 | - | $ 122,000,000 |

In addition, Thompson's financial condition and credit rating is "Excellent" through our banking institution, and we consistently maintain a bonding capacity of over $25 million. Thompson nor any of its principals have declared bankruptcy or reorganized. ***We have provided the requested bid bond as well as a letter from our Surety attesting to Thompson's overall bonding capacity within Section 7.***

Our goal is to provide the highest level of consulting services to our customers in a cost-effective manner. Through the attainment of this goal, we have been able to develop long-lasting relationships with our clients which have allowed our Company significant growth over the years.

*Thompson nor any of its principals have declared bankruptcy or reorganized. We will provide our most recent audited financial statements upon request from the City.*

## Litigation History

Thompson does not currently have and has not had in the previous five (5) years, any settled or pending litigation or claims; nor has Thompson Consulting Services, LLC been a party to any lawsuit or arbitration with regard to a contract for services similar to those requested in the specifications.

Furthermore, Thompson Consulting Services has **never** failed to respond to a project or provide the goods for which it has been contracted, nor had any contract cancelled or terminated unfavorably.

# SECTION 6
## Cost Detail

Thompson has invested considerable resources in order to improve the efficiencies of our administrative and accounting services, as well as our training and logistics operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no cost services. We understand the importance of minimizing costs and as such will not charge the City for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

***Thompson has completed and included the Bid Proposal Form in the subsequent pages of this section.***

**RFSP NO. 002-25**
**DISASTER DEBRIS MONITORING, COST RECOVERY, PROJECT MANAGEMENT AND OTHER SUPPORT SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* Thompson Consulting Services, LLC

| Positions – Key Positions, provide resumes for the Project Manager and Operations Manager | Estimated Hours | Hourly Rate | Extended Cost |
|---|---|---|---|
| **Field Supervisor** | **210** | $48.00 | $10,080.00 |
| **Debris Site / Tower Monitors** | **1800** | $37.00 | $66,600.00 |
| **Field Coordinators (Monitors)** | **8000** | $22.50 | $180,000.00 |
| **Project Manager** | **90** | $67.00 | $6,030.00 |
| **Operations Manager** | **100** | $55.00 | $5,500.00 |
| **FEMA Coordinator** | **25** | $95.00 | $2,375.00 |
| **Scheduler / Expeditors** | **100** | $22.50 | $2,250.00 |
| **GIS Analyst / Specialist** | **20** | $56.00 | $1,120.00 |
| **Environmental Specialist** | **30** | $95.00 | $2,850.00 |
| **Project Inspector (Citizen Site Monitors)** | **4000** | $22.50 | $90,000.00 |
| **Project Inspector - Load Ticket Date Entry Clerks (QA / QC)** | **2200** | $22.50 | $49,500.00 |
| **Billing / Invoice Analysts** | **50** | $55.00 | $2,750.00 |
| **Administrative Assistants** | **150** | $39.00 | $5,850.00 |
| **Field Coordinators (Crew Monitors)** | **7500** | $36.00 | $270,000.00 |
| **FEMA/FHWA Program Consultant** | **25** | $125.00 | $3,125.00 |
| **Data Manager** | **25** | $59.00 | $1,475.00 |
| **Grand Total** | | | $699,505.00 |

| Other Required Positions – Proposer may include other positions which apply that have not been reflected in the above table. | Estimated Hours | Hourly Rate | Extended Cost |
|---|---|---|---|
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| **Grand Total** | | | |

***See Scope of Services for additional details and or specifications.**
***Failure to bid on all line items may result in the bid being deemed non-responsive.**

The City reserves the right to increase/decrease quantities for all goods and services.

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

# SECTION 7
## Required Forms & Certifications

Thompson has completed and included the following forms and certifications in the subsequent pages of this section.

- Acknowledgement of Addenda
- Proposer's Certification
- Corporate Resolution
- Form A-1: Conflict of Interest Disclosure Form
- Firm Profile
- References
- Public Entity Crimes
- Drug-Free Workplace
- Non-Collusion Certification
- Form 4A Disclosure of Business Transaction, Relationship or Interest
- Truth in Negotiation Statement
- Insurance Requirements
- Certificates of Insurance
- Bid Bond
- Bonding Capacity Letter
- FEMA Requirements
- Proposal Checklist and Summary Form

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jon Hoyle, on this 22, day of November, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 002-25 DISASTER DEBRIS MONITORING, COST RECOVERY, PROJECT MANAGEMENTAND OTHER SUPPORT SERVICES.

Addenda Numbers Received:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

AUTHORIZED SIGNATURE: 

PRINTED NAME OF ABOVE: Jon Hoyle

TITLE OF ABOVE: President

COMPANY NAME: Thompson Consulting Services, LLC

# PROPOSER'S CERTIFICATION

**(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

STATE OF Florida )

SS

COUNTY OF Orange )

On this 22 day of November, 20 , before me, the undersigned authority, personally appeared Jon Hoyle, to me known to be the individual described in and who executed the foregoing instrument as President of Thompson Consulting Services, LLC a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

Briana Gardner (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known x or product identification _____

Type of identification produced personally known **(NOTARY'S SEAL)**

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

# CORPORATE RESOLUTION

I hereby certify that I, Nate Counsell, am the undersigned Secretary of Thompson Consulting Services, LLC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 2601 Maitland Center Pkwy, Maitland, FL 32751. The Corporation is duly organized and existing under laws of the State of Delaware and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 30 day of April, 2014 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Jon Hoyle (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for RFSP NO. 002-25 Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 22 day of November, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Limited Liability Company corporation, do certify that Nate Counsell (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Jon Hoyle | | President | | |
| | | | | |
| | | | | |

This 22 day of November, 2024.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Jon Hoyle am the *(title)* President and the duly authorized representative of the firm of *(Firm Name)* Thompson Consulting Services, LLC whose address is 2601 Maitland Center Parkway Maitland, FL 32751, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: Thompson Consulting Services, LLC

Printed Name: Jon Hoyle

Signature: _____ Title: President

Date: 11/22/2024

STATE OF Florida
COUNTY OF Orange

**The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online** notarization, this 11/22/2024 *(date)* by Jon Hoyle *(name of officer or agent, title of officer or agent)*, of Thompson Consulting Services, LLC *(name of corporation acknowledging)*, a Delaware *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known *(type of identification)* as identification.

Briana Gardner
NOTARY PUBLIC

My Commission Expires: 02/29/2028

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

# FORMS

## FIRM PROFILE

1. Firm (or joint venture) Name & Address

Thompson Consulting Services, LLC

2601 Maitland Center Parkway Maitland, Florida 32751

1e. Licensed to do business in the State of Florida
✓ Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Jon Hoyle, President

office: 407-792-0018 cell: 321-303-2543

1a. Firm is ✓ National ____ Regional ____ Local

FEIN # 45-2015453

1g. Address of office to perform work, if different from Item 1

1b. Firm is a County Certified Small Business ____ Yes ✓ No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes ✓ No

1d. Firm is a Certified Minority Business _____ Yes ✓ No

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

In addition to the proposed team in Section 4, Key Staff Experience and Qualifications, Thompson maintains over 550 personnel of varying disciplines including disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Full staff details have been provided in Section 4 of our proposal response.

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

Not Applicable

3a. Has this joint venture previously worked together? ____ Yes ____ No

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for five (5) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:** Thompson Consulting Services, LLC

1. PROJECT: Hurricane Disaster Debris Removal Monitoring DATE: Oct. 2022 - July 2023 / Oct. 2024 - Present

LOCATION: City of Sanibel, Florida

OWNER REPRSENTATIVE: Name: Scott Krawczuk

Title: Deputy Public Works Director

Email: scott.krawczuk@mysanibel.com

2. PROJECT: Hurricane Sally Debris Removal Monitoring DATE: Sept. 2020 - Mar. 2021

LOCATION: City of Orange Beach, Alabama

OWNER REPRSENTATIVE: Name: Nicole Woerner

Title: Emergency Management Coordinator

Email: nwoerner@orangebeachal.gov

3. PROJECT: Disaster Debris Removal Monitoring DATE: 2017, 2021, 2024

LOCATION: City of Lake Jackson, Texas

OWNER REPRSENTATIVE: Name: Modesto Mundo

Title: City Manager

Email: mmundo@lakejacksontx.gov

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for DISASTER DEBRIS MONITORING, COST RECOVERY, PROJECT MANAGEMENT AND OTHER SUPPORT SERVICES.

2. This sworn statement is submitted by Thompson Consulting Services, LLC (entity submitting sworn statement), whose business address is 2601 Maitland Center Parkway Maitland, Florida 32751 and its Federal Employer Identification Number (FEIN) is 45-2015453. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Jon Hoyle (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

# PUBLIC ENTITY CRIMES

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

11/22/2024
(Date)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22 Day of November, 2024, by Jon Hoyle, who is personally known to me or who has produced personally known as identification.

**NOTARY SEAL**

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Briana Gardner

Notary Public, State at large
My Commission Expires: 02/29/2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Signature | Jon Hoyle<br>Printed Name |
| Thompson Consulting Services, LLC<br>Bidder Name | 11/22/2024<br>Date |

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name: Briana Gardner

Typed name: Raquel Croston

**BIDDER:**

By: _____

Name: Jon Hoyle

Title: President

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11/22/2024 (*date*) by Jon Hoyle who is personally known to me or who has produced personally known as identification.

My commission expires: 02/29/2028

Briana Gardner
NOTARY PUBLIC

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| Hoyle - Jon - M | | | President |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| 2601 Maitland Center Parkway | | | Thompson Consulting Services, LLC |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| Maitland, 32751 | | Orange | 2601 Maitland Center Parkway<br>Maitland, Florida 32751 |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]: Not Applicable

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]: Not Applicable

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
|  | 11/22/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A – REV. 1-98**

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Florida

COUNTY OF Orange

Before me, the undersigned authority, personally appeared Jon Hoyle, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Jon Hoyle, (entity submitting sworn statement), whose business address is 2601 Maitland Center Pkwy Maitland, Florida 32751, and its Federal Employer Identification Number (FEIN) is 45-2015453. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is Jon Hoyle (please print name of individual signing), and my relationship to the entity named above is President, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Thompson Consulting Services, LLC (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 (*date*) by President (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of Thompson Consulting Services, LLC (*name of company acknowledging*), a Delaware (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced personally known (type of identification) as identification.

My commission expires: 02/29/2028

Briana Gardner
NOTARY PUBLIC

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

Jon Hoyle

## Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation
400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII;
(2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

# INSURANCE REQUIREMENTS

**Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.**

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with thisarticle.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit _, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

See Section I – Introduction and General Information for further details on Insurance requirements that apply to this request.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

FIRM Thompson Consulting Services, LLC

11/22/2024
DATE

CITY OF PLANTATION
Risk Manager

**City's Risk Manager hereby waives the following Insurance Requirements**

THOMENG-01 AFOSTER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2024

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

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

| | |
|---|---|
| **PRODUCER**<br>PGIS, LLC dba Turner Insurance & Bonding Co.<br>PO Drawer 230789<br>Montgomery, AL 36123 | CONTACT NAME: Abby Foster<br>PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350<br>E-MAIL ADDRESS: afoster@turnerfirst.com |
| **INSURED**<br>Thompson Consulting Services, LLC<br>2601 Maitland Center Parkway<br>Maitland, FL 32751 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Zurich American Insurance Co. — 16535<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | [ ] CLAIMS-MADE [ ] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | [ ] OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [X] ANY AUTO | | | BAP 3534779-02 | 2/1/2024 | 2/1/2025 | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | [X] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) | N / A | | WC 3534777-02 | 2/1/2024 | 2/1/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Auto Physical Damage | | | BAP 3534779-02 | 2/1/2024 | 2/1/2025 | Various deductibles | |

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

**CERTIFICATE HOLDER**

Evidence of Coverage

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

David J Durden


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The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2024

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

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

| | |
|---|---|
| **PRODUCER**<br>Cadence Insurance, a Gallagher Company<br>760 Howard Avenue, 2nd floor<br>Biloxi MS 39530 | **CONTACT NAME:** Patty Savage<br>**PHONE (A/C, No, Ext):** 8002770856 **FAX (A/C, No):** 228-863-1957<br>**E-MAIL ADDRESS:** patty.savage@cadenceinsurance.com |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Scottsdale Insurance Co / 41297 |
| **INSURED** THOMINC-03<br>Thompson Consulting Services, LLC<br>2601 Maitland Center Parkway<br>Maitland FL 32751 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 2066980079 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | VRS0007177 | 2/1/2024 | 2/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 5,000,000<br>$ 100,000<br>$ 5,000<br>$ 5,000,000<br>$ 10,000,000<br>$ 5,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N<br>N / A | | | | | PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Professional Liab<br>Contractors Pollution Liability | | | VRS0007177 | 2/1/2024 | 2/1/2025 | Per Claim/Agg<br>Per Claim/Agg | $5 mil/$10 mil<br>$5 mil/$10 mil |

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

**CERTIFICATE HOLDER**

Evidence of Coverage

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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Fill in Form

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: Thompson Consulting Services, LLC
Legal Status: Limited Liability Company
Address: 2601 Maitland Center Parkway
Maitland, FL 32751

SURETY:
Name: Western Surety Company
Legal Status: Corporation
Principal place of Business: 151 N. Franklin Street
Chicago, IL 60606

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent (5%) of the Amount Bid----------

PROJECT: RFSP No. 002-25 Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services - Term Contract, Plantation, FL
Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

Thompson Consulting Services, LLC
(Name of CONTRACTOR)

By: Kathleen Scarborough
(As Attorney in Fact) Kathleen Scarborough, Attorney-In-Fact

Western Surety Company
(Name of Surety)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Lisa R Butler, Joseph Russell Beattie, Lessie Ryan Anderson, Debbie Lynn Dunaway, Dewey B Mason, Troy P Wagener, Kathleen Scarborough, Susan Skrmetta, Patrick Thomas Mason, James E Brashier, Individually, of Gulfport, MS**
**Ross Bell, Mary J Norval, David Robin Fortenberry, Kim Barhum, Individually, of Hattiesburg, MS**
**Sharon Tuten, Chris Boone, Charlotte Ramsey, Individually, of Jackson, MS**
**John Nance, Individually, of Tupelo, MS**
**Julie C Livingston, Jennifer S Roberts, Individually, of Montgomery, AL**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of November, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of November, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of December, 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

CNA SURETY

*Nashville Branch Office*
*22 Century Blvd., Ste. 250, Nashville, TN 37214*

***Ryan Esrael***
*Underwriter*
*Telephone 615-886-3407*
*Facsimile 615-886-3156*
*Ryan.esrael@cnasurety.com*

November 20, 2024

Office of the City Clerk, City of Plantation
400 NW 73rd Ave
Plantation, Florida 33317

Re: RFSP NO. 002-25 DISASTER DEBRIS MONITORING, COST RECOVERY, PROJECT MANAGEMENT AND OTHER SUPPORT SERVICES – TERM CONTRACT

To Whom It May Concern:

We are writing to you at the request of our customer, Thompson Consulting Services, (Thompson). It is our understanding that Thompson is interested in responding to the above captioned RFP.

CNA, through our subsidiary, Western Surety Company, provides surety credit to Thompson. The company's financial strength and consulting expertise are both outstanding, as is their history of successful project completion. Single project bonding capacity is in excess of $10MM with total bonding capacity in excess of $20MM. If Thompson is awarded work under the RFP, it would be our current intention to provide bonding as needed based on a mutually satisfactory contract.

Western Surety Company is an approved surety by the United States Department of Treasury, is authorized to do business in the state of Florida, and carries an AM Best rating of A XV.

Any arrangement for bonds required by the contract is a matter between Thompson and the Surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Please feel free to contact me with any questions you may have in regard to this letter.

Very truly yours,

Ryan Esrael

Ryan Esrael
Underwriter

Nashville

# FEMA REQUIREMENTS

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary

of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Jon Hoyle

By (sign): _____

Print Name: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 11/22/24(*date*) by Jon Hoyle, President (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of Thompson Consulting Services, LLC (*name of company acknowledging*), a Delaware (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced personally known (type of identification) as identification.

My commission expires: 02/29/2028

Briana Gardner

NOTARY PUBLIC

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name:** Thompson Consulting Services, LLC **Date:** 11/22/2024

**Base Proposal Total:** $699,505.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Minority Business Enterprise (as defined FL Statutes 288.703):** Yes ☐ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Certificate of Insurance Requirements Form
- ☑ Bid Bond
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ FEMA Requirements
- ☐ Public Construction Bond Not Applicable

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: Jon Hoyle



thompson

CONSULTING SERVICES

# City of Plantation

## Proposal Tabulation Sheet

**Proposal Title: Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services - Term Contract**

**Request for Sealed Proposals (RFSP) No. 002-25**

**Date: December 10, 2024**

**Asha Edwards, Procurement Asst. Director**
**Nerissa Manic, City Clerk's Office Staff**

| Proposer(s) |
|---|
| Thompson Consulting Services, LLC |
| DebrisTech, LLC |
| Tetra Tech, Inc. (Note: No submittal documents were uploaded, Non-Responsive) |
| |
| |
| |
| |
| |
| |

1) **The above is an abstract of the information received and is made available for information only.**
2) **The City of Plantation has a pending review of the Qualifications of Proposers and the received proposal documentation, prior to making a determination of the most qualified/advantageous Proposer.**
3) **The City of Plantation shall have no liability to any successful Proposer unless and until the City executes a contract with such Proposer.**

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener

**CITY COUNCIL**
Louis Reinstein, President
Denise Horland, President Pro Tem
Erik Anderson
Jennifer Andreu
Timothy J. Fadgen

Notice of Verification of Ranking

RE: RFSP No. 002-25; Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services – Term Contract

Dear Firms:

On January 29, 2025, the Selection Committee held a Public meeting for the discussion and potential scoring of the Proposals submitted by Firms relating to the above reference services. The results were as follows:

**Date: January 29, 2025 (Technical Evaluation)**

| **Selection Committee** | **Thompson Consulting Services, LLC** |
|---|---|
| Committee Member No. 1 | 96 |
| Committee Member No. 2 | 98 |
| Committee Member No. 3 | 92 |
| Committee Member No. 4 | 94 |
| **TOTAL SCORE** | **380** |

**Firms Final Position Number After All Points Were Tallied**

| **Firm** | **Thompson Consulting Services, LLC** |
|---|---|
| Designation Number | **1** |

Pursuant to the City of Plantation's Code of Ordinances and the processes/procedures mentioned in the RFSP document, the City of Plantation may engage in competitive negotiations with responsible Firm(s) determined to be reasonably susceptible (highest scored/most advantageous) to being selected for award for the purpose of clarification to assure full understanding and conformance to the solicitation requirements.

Highest scoring Firm for Disaster Debris Monitoring, Cost Recovery, Project Management and Other Support Services – Term Contract (RFSP No. 002-25):

- **Thompson Consulting Services, LLC**

Pursuant to our City Code of Ordinances Sec. 2-220(b)(7) "The city shall not be contractually or otherwise bound to any proposer until an agreement in writing has been approved by the city administration and signed by the appropriate city officers."

If you have any questions, please do not hesitate to contact me.

Respectfully,

Asha Edwards, LLB, CPPB, NIGP-CPP
Procurement Assistant Director
Email: AEdwards@Plantation.org

City of Plantation
City Council Chambers

**Subject:**

RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract

**Summary:**

Requesting authorization and approval of the following:

- Approval of the Selection Committee's scores and rankings identifying the top (3) three Firms as most advantageous to the City

- Authorization and approval to negotiate, draft and execute an Agreement with the Crowder-Gulf Joint Venture, Inc. (as Primary), Ceres Environmental Services, Inc. (as Secondary) and SDR CDR Disaster Recovery, LLC (as Tertiary) in accordance with RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract. Whereas the initial contract period shall be for five (5) years beginning upon award at final contract execution and award of the Agreement. In addition, the City reserves the right to exercise the options to renew for one (1) additional five (5) year period. Option for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year at a cap of 5%.

- Authorization and approval to issue purchase orders and process payments to CrowderGulf Joint Venture, Inc. (as Primary), Ceres Environmental Services, Inc. (as Secondary) and SDR CDR Disaster Recovery LLC (as Tertiary) for services in accordance with RFSP No. 001-25 "Disaster Debris Management and Removal Services – Term Contract".

**Procurement:**

Pursuant to City Code Sec. 2-220(b) and 2-226(c) the Procurement Department secured formal competitive proposals for the mentioned work/project/services. On December 10, 2024, ten (10) competitive proposals were received, two (2) were deemed incomplete. This solicitation (RFSP No. 001-25) was publicly advertised for forty-one (41) calendar days,

broadcasted to 158 vendors, and had 34 Planholders. Copies of the completed proposals received, is attached for your review.

The Procurement Department performed a review of each Firms submittal to ascertain if they provided the applicable forms needed to have a complete evaluation performed by the Selection Committee. Only eight (8) Firms were found to have submitted all forms and details that were requested.

Selection Committee Meeting Schedule and Activities were as follows:

- Selection Committee Discussion and/or Potential Scoring/Shortlisting - January 29 (Wednesday), 2025 at 11:00am ending on or around 12:00pm. During this meeting the Selection Committee ranked eight (8) firms as follows:

| SELECTION COMMITTEE | SDR CDR Disaster Recovery LLC | Ceres Environmental Services | AshBritt, Inc. | Looks Great Services of MS, Inc | DRC Emergency Services, LLC | T.F.R. Enterprises, Inc. | CrowderGulf Joint Venture, Inc. | Afterm Disaste Recove |
|---|---|---|---|---|---|---|---|---|
| Committee Member No. 1 | 96 | 94 | 90 | 90 | 94 | 90 | 96 | 92 |
| Committee Member No. 2 | 85 | 87 | 84 | 64 | 64 | 72 | 90 | 71 |
| Committee Member No. 3 | 64 | 79 | 80 | 63 | 81 | 77 | 85 | 55 |
| TOTAL SCORE | **245** | **260** | **254** | **217** | **239** | **239** | **271** | **218** |

Firms Final Position Number After All Points Were Tallied:

| **Firm** | SDR CDR Disaster Recovery LLC | Ceres Environmental Services | AshBritt, Inc. | Looks Great Services of MS, Inc | DRC Emergency Services, LLC | T.F.R. Enterprises, Inc. | CrowderGulf Joint Venture, Inc. | Aftermath Disaster Recovery |
|---|---|---|---|---|---|---|---|---|
| Designation Number | 4th | 2nd | 3rd | 7th | 5th | 5th | 1st | 6th |

The three highest scoring Firms for Disaster Debris Management and Removal Services - Term Contract (RFSP No. 001-25):

- CrowderGulf Joint Venture, Inc.
- Ceres Environmental Services
- AshBritt, Inc.

After the public release of the results, AshBritt, Inc. contacted the City and stated in writing that they would not be moving forward based on their ranking (3rd). Based on this request, SDR

CDR Disaster Recovery LLC will be one (1) of the three (3) vendors engaged to negotiate an agreement for this service.

Selection Committee Members were as follows:

- Matthew Thompson, Public Works Director
- Daniel Pollio, Utilities Director
- Melissa Doyle, Division Manager- Solid Waste and Recycling, City of Fort Lauderdale

Based on the foregoing information, Administration and Procurement Departments is requesting authorization and approval of the following:

- Approval of the Selection Committee's scores and rankings identifying the top (3) three Firms as most advantageous to the City

- Authorization and approval to negotiate, draft and execute an Agreement with the Crowder-Gulf Joint Venture, Inc. (Primary), Ceres Environmental Services, Inc. (Secondary) and SDR CDR Disaster Recovery, LLC (Tertiary) in accordance with RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract. Whereas the initial contract period shall be for five (5) years beginning upon award at final contract execution and award of the Agreement. In addition, the City reserves the right to exercise the options to renew for one (1) additional five (5) year period. Option for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year at a cap of 5%.

- Authorization and approval to issue purchase orders and process payments to CrowderGulf Joint Venture, Inc. (Primary), Ceres Environmental Services, Inc. (Secondary) and SDR CDR Disaster Recovery LLC (Tertiary) for services in accordance with RFSP No. 001-25 "Disaster Debris Management and Removal Services – Term Contract".

**Background:**

Firms shall provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, certain private properties, and city maintained canals and waterways in the city in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s).

This item is now ready for City Council consideration.

**Funding:**

There is no financial impact at this time.

**Amount:**

Rates:

- **CrowderGulf:** See Pages 147- 150 of 245 of their attached Submittal
- **Ceres Environmental:** See Pages 259- 262 of 351 of their attached Submittal
- **SDR CDR Disaster Recovery LLC:**: Pages 59- 62 of 118 of their their attached Submittal

**Finance Director/Budget Manager Recommendation:**

There is no financial impact for this item at this time.

**Prepared By:**

Asha Edwards

**ATTACHMENTS:**

RFSP Debris Removal and Addendums Combined.pdf
Notice of Verified Final Ranking.pdf
Proposal Tabulation Sheet.pdf
CrowderGulf Submittal Package.PDF
Ceres Submittal Package.PDF
SDR CDR Submittal Package.PDF
Aftermath Disaster Submittal Package.PDF
DRC Submittal Package.PDF
Looks Great Services Submittal Package.PDF
TFR Submittal Package.PDF
Ashbrit Submittal Package pdf

# CITY OF PLANTATION

Plantation
the grass is greener®

# REQUEST FOR SEALED PROPOSALS

# RFSP NO. 001-25

**"DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES - TERM CONTRACT"**

PROPOSAL OPENING DATE: **December 10, 2024**

PROPOSAL OPENING TIME: **11:00 AM**

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

NON-MANDATORY PRE-PROPOSAL MEETING DATE: **November 13, 2024**

NON-MANDATORY PRE-PROPOSAL MEETING TIME: **1:30 PM**

NON- MANDATORY PRE-PROPOSAL MEETING LOCATION**: 400 NW 73rd Ave, Plantation FL**

**PROPOSAL REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: ASHA EDWARDS

EMAIL: AEDWARDS@PLANTATION.ORG

PHONE NUMBER: (954) 797-2205

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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**CITY OF PLANTATION**

**REQUEST FOR SEALED PROPOSALS**

**RFSP NO. 001-25**

**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES - TERM CONTRACT**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM. ON TUESDAY 10, DECEMBER, 2024**. BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY OF PLANTATION ("CITY") IS SOLICITING PROPOSALS TO OBTAIN THE SERVICES OF A QUALIFIED FIRM TO PROVIDE SERVICES TO REMOVE, PROCESS, AND LAWFULLY DISPOSE OF DISASTER GENERATED DEBRIS (OTHER THAN HAZARDOUS MATERIALS AND HOUSEHOLD PUTRESCIBLE GARBAGE) FROM PUBLIC PROPERTY, PUBLIC RIGHTS-OF-WAY, CERTAIN PRIVATE PROPERTIES, AND CITY MAINTAINED CANALS AND WATERWAYS IN THE CITY IN RESPONSE TO AN EMERGENCY EVENT SUCH AS, BUT NOT LIMITED TO, HURRICANE(S) OR OTHER NATURAL OR MANMADE DISASTER(S).

**NON-MANDATORY PRE-PROSAL MEETING:**
NOVEMBER 13, 2024 AT 1:30 PM EST at City Chambers, 400 NW 73rd Ave, Plantation FL

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO ASHA EDWARDS, ASSISTANT PROCUREMENT DIRECTOR, 400 NW 73 AVENUE PLANTATION, FLORIDA. ASHA EDWARDS CAN BE REACHED AT 954-797-2205, MONDAY THROUGH FRIDAY, 8:00 AM TO 4:30 PM, EMAIL: AEDWARDS@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting bids for **Disaster Debris Management and Removal Services**. The project will generally consist of, but is not limited to, the following:

- **The City of Plantation ("City") is soliciting proposals to obtain the services of qualified firms to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, certain private properties, and city maintained canals and waterways in the city in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). This solicitation may be awarded to one or multiple Firms.**

Proposal Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Non-Mandatory Pre-Bid Meeting: November 13, 2024 at 1:30pm
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposals are received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the, **Assistant Procurement Director, Asha Edwards**, 400 NW 73rd Avenue, Plantation Florida 33317. Asha Edwards can be reached at 954-797-2205, Monday through Friday, 8AM to 4:30PM, Email: AEdwards@plantation.org.

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

**Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in

response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

    b. The Proposer's compliance record with contract general conditions on other projects,

    c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

    e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

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

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the

date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

**END OF SECTION**

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Firm: The Proposer with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents

1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF SOLICITATION DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEE

8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect

to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

17.1. **A 5% Bid Deposit / Bid Surety based on $1,000,000 or the contract value, whichever is greater, shall be submitted along with the proposal.** The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

17.2. The Proposal Security of the Successful Proposer will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.

17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.**

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.

18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

19.1 City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) The Contractor shall pay the City, as liquidated damages, **$1,000.00** per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice.

19.2 The Contractor shall pay the City, as liquidated damages, $500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DDMS or City approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

19.3 The Contractor shall pay the City, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

20. SCHEDULE OF VALUES

20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

21.1. The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for one (1) additional five (5) year period.

22. PUBLIC CONSTRUCTION, PERFRMANCE OR OTHER BONDS

22.1 CONTRACTOR'S shall maintain a Contract Bond in the sum of $1,000,000 in effect until the required Performance and Payment Bond is submitted to and accepted by the CITY. The CONTRACTOR'S Contract Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate sized Performance and Payment bond, as determined by Paragraph 22.2 below or within five (5) calendars after this contract has ended.

22.2 Should the CITY sustain hurricane caused damages, the CONTRACTOR'S shall provide the CITY a Performance and Payment Bond in the same amount of the City's estimated value of the Work within 5 business days of receipt of the City's Notice to Proceed.

22.3 If the CONTRACTOR'S fails to supply a Performance Bond, the CITY shall be entitled to retain the Contract Bond to rectify the CONTRACTOR'S unacceptable performance

22.4 If the surety on any Bond furnished by CONTRACTOR'S is declared as bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of this section, CONTRACTOR'S shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to the CITY.

22.5 All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR'S shall be obtained from surety companies that are duly licensed or authorized in Broward County, Florida to issue Bonds for the coverages so required.

**END OF SECTION**

# SCOPE OF SERVICES

## NATURE OF SERVICES REQUIRED

### GENERAL INFORMATION AND BACKGROUND

The City of Plantation is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

### STATEMENT OF WORK

**1. General**

The City of Plantation ("CITY") is soliciting proposals to obtain the services of a qualified firm to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, certain private properties, and CITY maintained canals and waterways in the CITY in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The CITY is seeking proposals from highly qualified CONTRACTORs with a minimum of five (5) years' experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. CONTRACTORs should be able to demonstrate experience in similar sized communities to the CITY. CONTRACTORs must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. The intent of this solicitation is to have available multiple Firm(s) (Primary, Secondary, etc.) in the event of a natural disaster or emergency, such as a hurricane, for use by the City on a priority basis and with guaranteed pricing. Therefore, this solicitation may be awarded to multiple Firms.

The CONTRACTOR must handle debris management activities in the CITY in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of

Environmental Protection (FDEP) in conjunction with the CITY's needs. The CONTRACTOR shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State **relief** programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 and shall apply to all contracts issued pursuant to this Request for Proposal.

Prime CONTRACTORs shall be required to follow all of the requirements of 2 C.F.R. in the execution of this Contract and shall require and enforce similar compliance with all sub-CONTRACTORs. See further details within the FEMA Requirements Form included in this RFSP.

## 2. CONTRACT PERIOD

**2.1** The initial contract period shall be for five (5) years beginning upon award at final contract execution and award of the Agreement. The CITY reserves the right to exercise the options to renew for one (1) additional five (5) year period. Option for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year at a cap of 5%.

**2.2** In the event services are scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue the service upon the request of the CITY. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

## 3. TERMS & DEFINITIONS

**3.1 Authorized Representative** - City employees and/or contracted individuals designated by the City or Contract Manager

**3.2 Chipping or Mulching** - The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

**3.3 Cleanup Crew** - A group of individuals and/or an individual employed by the disaster debris collection CONTRACTOR to collect disaster debris.

**3.4 Construction and Demolition Debris (C&D)** - Current Edition of the FEMA Public Assistance Program and Policy Guide (PAPPG) defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.)

Current eligibility criteria include:

**3.4.1** Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.

**3.4.2** Debris removal must be the legal responsibility of the applicant.

**3.4.3** Debris must be a result of the major disaster event.

**3.5 Contract** - A legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).

**3.6 CONTRACTOR** – **1.** CONTRACTOR means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. **2.** The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**3.7 CITY** - City of Plantation, Florida.

**3.8 City Approved Final Disposal Site** - a final disposal location approved in writing by the City.

**3.9 Contract Manager** – the City's representative duly authorized by the City Council, Mayor or Chief Administrative Offer to lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.

**3.10 Debris** - Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris, and personal property.

**3.11 Debris Clearance** - Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

**3.12 Disaster Debris Management Site (DDMS) -** A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

**3.13 Debris Monitoring** - Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

**3.14 Debris Removal** - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end- use facility.

**3.15 Debris Removal CONTRACTOR** - Conducts debris removal operations per the terms of the contract. Term includes primary CONTRACTOR(s), subCONTRACTORs and individual crews.

**3.16 Demobilization** - Following the completion of services provided under the resulting contract, the CONTRACTOR will remove all equipment, supplies and other associated materials involved in the services provided to the City. The CONTRACTOR will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

**3.17 Demolition** - The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

**3.18 Designated Area** - Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris- generating event.

**3.19 Disaster Specific Guidance** - Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

**3.20 Eligible** - Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the CONTRACTOR) of the Public Assistance grant program, FEMA Public Assistance Program and Policy Guide, and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

**3.21 Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by Current Edition of the FEMA Public Assistance Program and Policy Guide.

**3.22 Emergency Relief Program** - Provides for the funding of emergency roadway clearing and
first pass disaster debris removal on federal aid highways.

**3.23 E-Waste** - End of life electronics, typically televisions, computers and related components.

**3.24 FEMA Public Assistance Program and Policy Guide (PAPPG)** – Current Edition
This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:

- Eliminating immediate threats to lives, public health and safety.
- Eliminating immediate threats of significant damage to improved public or private property.
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

**3.25 Field Inspector** – Monitor.

**3.26 Force Account Labor** - Labor performed by the applicant's permanent, full time or temporary employees.

**3.27 Garbage** – Municipal Solid Waste that is regularly collected through the City's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

**3.28 Grinding** - Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

**3.29 Hazardous Limbs** - A hazardous limb that poses an immediate threat to the public. The current eligibility requirements for hazardous hangers according to FEMA PAPPG are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and

- The limb must be located on improved public property.
- The limb is less than 2" inches and a proven and documented threat to public health and safety.

**3.30 Hazardous Stump** - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA PAPPG are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.
- The stump is less than 24" inches and a proven and documented threat to public health and safety.

**3.31 Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA PAPPG include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.
- The tree is less than 6" inches and a proven and documented threat to public health and safety.

**3.32 Hazardous Waste** - Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

**3.33 Hold Harmless** - Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage

**3.34 Household Hazardous Waste (HHW)** - The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.

- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the Contract Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

**3.35 Monitor** - Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

**3.36 Mulching or Chipping** - See Chipping or Mulching

**3.37 Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

**3.38 National Response Framework** - A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts. The National Response Framework is a guide to how the Nation responds to all types of disasters and emergencies. It is built on scalable, flexible, and adaptable concepts identified in the National Incident Management System to align key roles and responsibilities across the Nation. This Framework describes specific authorities and best practices for managing incidents that range from the serious but purely local to large-scale terrorist attacks or catastrophic natural disasters. The National Response Framework describes the principles, roles and responsibilities, and coordinating structures for delivering the core capabilities required to respond to an incident and further describes how response efforts integrate with those of the other mission areas.

**3.39 PPE** - **Personal Protective Equipment**. May also be referred to as "Safety Gear."

**3.40 Private Property Debris Removal** – Private Property Debris Removal (PPDR) is a removal of debris on private property that presents a public safety hazard. PPDR will not be initiated without the prior approval of the CITY and a Right of Entry document will be required before such work is commenced.

**3.41 Recycling** - The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

**3.42 Refrigerant** - Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

**3.43 Regulated Waste** - Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

**3.44 Right of Entry** - As used by FEMA, the document by which a property owner confers to an eligible applicant or its CONTRACTOR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

**3.45 Right-of-Way** - The portions of land over which facilities such as highways, railroads power lines are built. It includes land on both sides of the facility up to the private property line.

**3.46 Scale/Weigh Station** - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

**3.47 TOSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal CONTRACTOR for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DDMS).

**3.48 Temporary Debris Staging and Reduction Site** - Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the City for the temporary storage and reduction of disaster related debris.

**3.49 Tipping Fee** - A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

**3.50 United States Army Corps of Engineers (USACE) -** A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

**3.51 Vegetative Debris** - As outlined in FEMA PAPPG, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

**3.52 Volatile Organic Compounds (VOCs) -** VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.

**3.53 White Goods** - As outlined in FEMA PAPPG, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

## 4. SCOPE OF SERVICES

**4.1** The awarded CONTRACTOR shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subCONTRACTORs, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the CITY. Established management teams must be in place. The CONTRACTOR(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

**4.2** The awarded CONTRACTOR shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

**4.3** CONTRACTOR shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-CONTRACTORs for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

**4.4** Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the CONTRACT MANAGER. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the CITY for the CONTRACTOR) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the CONTRACT MANAGER. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 4.4.1 through 4.4.15. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3)

hauling debris to CITY approved DDMS(s) or CITY approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a CITY approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the CONTRACTOR by the CONTRACT MANAGER. It shall be the CONTRACTOR's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the CONTRACTOR was issued Notice to Proceed, unless otherwise directed by the CONTRACT MANAGER in writing.

**Scope of services under this contract includes, but is not limited to:**

**4.4.1 Emergency Road Clearance**

At the request of the CITY for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. The CITY may choose to extend the CONTRACTOR's seventy-two (72) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the CITY. Clearance of these roadways will be performed as identified by the CONTRACT MANAGER. The CONTRACTOR shall assist the CITY and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

**4.4.2 ROW Vegetative Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street (i.e., ROW), and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- Removal of eligible vegetative debris existing in the CITY will be performed as identified by the CONTRACT MANAGER.

- Once the debris removal vehicle has been issued a load ticket from the CITY's authorized representative, the debris removal vehicle will proceed immediately to a CITY approved DDMS or a CITY approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the CITY or its authorized representative.
- Entry onto private property for the removal of eligible vegetative hazards (e.g. PPDR) will only be permitted when directed by the CITY or its authorized representative. The CITY will provide specific Right-of-Entry (ROE) legal and operational procedures.
- The CONTRACTOR must provide traffic control as conditions require or as directed by the CONTRACT MANAGER.

**4.4.3 ROW C&D Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site in accordance with all federal, state and local rules and regulations.

- For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street (i.e., ROW), and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- Removal of eligible C&D debris existing in the CITY ROW will be performed as identified by the CONTRACT MANAGER.
- Once the debris removal vehicle has been issued a load ticket from the CITY's authorized representative, the debris removal vehicle will proceed immediately to a CITY approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the CITY or its authorized representative.
- Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the CITY or its authorized representative. The CITY will provide specific ROE legal and operational procedures.
- The CONTRATOR must provide traffic control as conditions require or directed by the CONTRACT MANAGER.
- C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The CITY's authorized representative will

obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

**4.4.4 Removal of Debris from City Parks and Facilities**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site in accordance with all federal, state and local rules and regulations. All debris removal from CITY Parks, improved public property, and Facilities will be at the approval and authorization of the CITY prior to removal.

**4.4.5 Removal of Debris from Canals/Waterways**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site in accordance with all federal, state and local rules and regulations.

All debris removal from canals and waterways will be at the approval and authorization of the CITY prior to removal.

Removal of trees, vegetative, and non-vegetative debris deposited into drainage easements and natural and man-made canals and waterways that inhibit the natural flow of water, obstructs, or could obstruct intake structures, could cause damage to structures, such as bridges and culverts, or is causing or could cause flooding to improved property during the occurrence of a five-year flood is a unique process requiring unique equipment. As such, this process requires unique documentation and costing.

All debris removal shall be done from the waterway, unless otherwise approved by the CITY.

Where the CITY has access to boat ramps, these ramps may be made available for CONTRACTOR access to canals and waterways.

If ROE is required to access and remove debris from public canal or waterway it is the responsibility of the CONTRACTOR to obtain, and it shall only be obtained with prior approval of the CITY.

**4.4.6 DDMS(s) Management, Operations and Reduction**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. The DDMS(s) layout and ingress and egress plan must be approved by the CONTRACT MANAGER.

- The management of DDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The CONTRACTOR shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- CONTRACTOR is responsible for operating the DDMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- Debris at DDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- All un-reduced disaster debris must be staged separately from reduced debris at the DDMS(s).
- If the alternate tonnage price schedule of this RFP is used the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the CITY intends on using the alternate tonnage schedule of this RFP. CONTRACTOR shall provide a sufficient number of scales meeting the CITY specifications to provide for the efficient delivery of waste streams without excessive wait times. The CITY shall make the sole determination of time determined to be excessive. To the extent that the CITY determines that additional scales are required, certified scales must be operational within five (5) business days of the CITY's written request.
- Maintaining the DDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) dust and nuisance control such as, but not limited to, an operational water truck and a site foreman.
- CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DDMS will be collected by the CITY's Hazardous Materials Removal and Disposal CONTRACTOR(s).
- CONTRACTOR is responsible for providing twenty-four (24) hour DDMS(s) security.
- CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the CITY or its authorized representative on site(s).
- CONTRACTOR shall provide a tower(s) from which the CITY or its authorized representative can make volumetric load calls. The tower(s) provided by the CONTRACTOR will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 15: Debris Site Tower Specifications).

Upon completion of haul-out activities, the CONTRACTOR will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the CITY's direction for DDMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the CITY and FDEP.

CONTRACTOR is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. CONTRACTOR is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

**4.4.7 Haul-out of Reduced Debris to City Approved Final Disposal Site**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material

such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- The CONTRACTOR(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.
- The CONTRACTOR (s) shall not use any disposal facility without the written consent of the CONTRACT MANAGER. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the CONTRACT MANAGER prior to issuing any such authorization.
- The CONTRACTOR(s) shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the CONTRACTOR (s) and the CITY for permission to post a CITY inspector or authorized representative at the site for verification of each load disposed.
- The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting CITY specifications to provide for the efficient delivery of waste streams without excessive waiting times. The CITY shall make the sole determination of excessive wait times. To the extent that the CITY determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the CITY's request and certified scales must be operational within five (5) business days of the CITY's request.
- At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- The CONTRACTOR shall not receive any payment from the CITY for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-CITY approved Final Disposal Site.

**4.4.8 Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs in the CITY ROW, parks and facilities will be placed in the safest possible location on the CITY ROW and subsequently removed in accordance with scope of services, item 4.4.2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, Item 4.4.2). Eligible hazardous leaning trees will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, Item 4.4.2. The CITY will not compensate the CONTRACTOR for cutting leaning trees on a unit rate basis, which have not been properly determined and recorded as an immediate threat to public health and

safety. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the CITY ROW, then CONTRACTOR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible hazardous trees will be identified by the CITY or its authorized representative for removal. Removal and placement of eligible hazardous trees existing on the CITY ROW, parks and facilities, or private property will be performed as identified by the CONTRACT MANAGER. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the CONTRACTOR, in writing, by the CONTRACT MANAGER or authorized representative. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

   - The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
   - Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
   - The tree has a split trunk that exposes heartwood.
   - Meet FEMA's most current definition of eligible hazardous trees.

b. Eligible hazardous hanging limbs will be identified by the CITY or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs existing on the CITY ROW, parks and facilities, or private property will be performed as identified by the CONTRACT MANAGER. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR, in writing, by the CONTRACT MANAGER or authorized representative. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
   - The limb is still hanging in a tree and threatening a public-use area.
   - The limb is located on improved public property.
   - Meet FEMA's most current definition of eligible hazardous hanging limbs (i.e., hangers)

**4.4.9 Removal of Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. The CONTRACTOR shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled

immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the CITY ROW, parks and facilities will be transported to a CITY approved DDMS or a CITY approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured two (2) feet above ground level and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Item 4.4.2. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table and removed under the terms and conditions Scope of Services, Item 4.4.2.

a. Eligible hazardous stumps will be identified by the CITY or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the CITY ROW, parks, facilities, or private property will be performed as identified by the CONTRACT MANAGER. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR, in writing, by the CONTRACT MANAGER or authorized representative. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

   - Fifty percent (50%) or more of the root ball is exposed.
   - The stump is on CITY ROW or improved public property and poses an immediate threat to life, public health, and safety.
   - Meet FEMA's most current definition of eligible hazardous stumps.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 4.4.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 4.4.2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table.

c. Stumps shall only be collected after the monitoring firm(s) and the CONTRACTOR(s) document and perform the following:

   - Location. Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.

- Size. Measure and record the diameter of the stump to be removed at the appropriate location.
- Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, transport, disposal, and filling of root-ball hole.

### 4.4.10 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, but are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

    - All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

b. The CONTRACTOR shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a CITY approved final disposal site.

### 4.4.11 Household Hazardous Waste (HHW) Removal, Transport, and Disposal

a. Unless requested by the CITY to remove HHW from the ROW, the CONTRACTOR shall not collect HHW from the ROW. Such request by the CITY shall be made in writing.

b. If requested by the CITY, the CONTRACTOR shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

- CONTRACTOR shall be responsible for proper handling and disposal of all HHW that is transported to the CITY approved DDMS or a CITY approved Final Disposal Site.
- Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the CITY.
- The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

### 4.4.12 E-Waste Removal

a. Under the Contract CONTRACTOR may be requested to remove E-Waste from the ROW. Such request by the CITY shall be made in writing.

b. If requested by the CITY, the CONTRACTOR shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

- Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a CITY approved processing facility. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the CITY. The CONTRACTOR shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

### 4.4.13 Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the CITY. The removed eligible vehicles will be hauled to a CITY approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

No vehicles shall be removed without prior CITY Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.

### 4.4.14 Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW, CITY Parks, and Facilities to a CITY approved Final Disposal Site. CONTRACTOR shall coordinate activities with the Broward County Animal Services Division and the Broward County Health Department.

### 4.4.15 Other Debris Removal Work

Neither the CONTRACTOR nor any subCONTRACTORs shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the CONTRACTOR to dismiss or remove from the project any workers as the CITY sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

**4.5** The CONTRACTOR(s) shall contact CONTRACT MANAGER at a minimum of seventy-two (72) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the CITY for which there is no advance warning. After a disaster occurs, the CONTRACT MANAGER will contact the CONTRACTOR(s) holding the Disaster Debris Removal and Disposal contract to advise them of the CITY's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the CITY must issue a written

Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the CONTRACTOR(s) will send a management team to report to the CONTRACT MANAGER to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the CONTRACTOR(s) shall begin within twenty-four (24) hours of notification by the CITY. Within seventy-two (72) hours of receipt of the Notice to Proceed, the CONTRACTOR shall be fully established and continue debris removal operations. The CONTRACTOR{s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

### 4.6 Pre-Event Coordination Meeting

The successful CONTRACTOR(s) shall be required to attend an annual pre-hurricane season kick-off meeting with the CITY and its debris monitoring firm(s) at no cost to the CITY. If a table-top exercise is a part of this meeting, the successful CONTRACTOR would be expected to fully participate.

### 4.7 Description of Designated Areas

The Designated area for debris removal (the CITY right-of-way) is bounded by the CITY's boundary and includes public property and rights-of-way, CITY parks, and CITY debris staging areas within the CITY limits.

- If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the CONTRACTOR will be required to provide crews separate from those providing CITY ROW debris removal services. The crews designated to provide debris removal from FHWA- ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the CONTRACTOR shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.
- The CONTRACT MANAGER will authorize and approve which services the CONTRACTOR shall provide from the scope of services and which zones/areas must be prioritized.
- All debris identified by the CONTRACT MANAGER shall be removed. The number of complete passes the CONTRACTOR shall conduct through the CITY is at the discretion of the CONTRACT MANAGER. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the CITY or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter

onto private property during the performance of this contract unless specifically authorized by the CONTRACT MANAGER in writing.

- For first pass loose leaves and small debris in excess of two-bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
- CONTRACTOR shall deliver all disaster related debris to a CITY approved Debris Management Site (DDMS) or CITY approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- All Final Disposal Sites must be approved, in writing, by the CONTRACT MANAGER. The CONTRACTOR will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DDMS operations and remediation must comply with all local, state and federal safety and environmental standards. CONTRACTOR reduction, handling, disposal and remediation methods must be approved, in writing, by the CONTRACT MANAGER.
- Payment for disposal costs such as tipping fees incurred by the CONTRACTOR at a CITY approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the CITY as a pass-through cost. Prior to reimbursement by the CITY, the CONTRACTOR must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The CONTRACTOR will also be required to provide proof of CONTRACTOR payment to the CITY approved Final Disposal Site.
- The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- The CITY reserves the right to inspect DDMS and FDS, verify quantities and review operations at any time.

### 4.7.1 Debris Management Sites and Final Disposal Sites

The CONTRACTOR is responsible for providing final disposal of all debris generated and collected within the CITY in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually thereafter, the CONTRACTOR shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The CITY has two (2) potential DDMS sites that the CITY may authorize for debris management. Prior to the Start of each hurricane season, the CONTRACTOR shall evaluate any CITY provided DDMS Site. The CITY maintains the right to limit the use and/or eliminate any or all DDMS Sites at the CITY's sole discretion. The CITY shall authorize, in writing, the use of any CITY provided DDMS prior to the start of operations.

| | |
|---|---|
| Site Name | Seminole Park - 105421 |
| Site Address | 6600 SW 16 Street, Plantation, FL |
| Type of Debris Managed | Mixed Debris |

| | |
|---|---|
| Site Name | Central Park - 105455 |
| Site Address | 9151 NW 2nd Street, Plantation, FL |
| Type of Debris Managed | Mixed Debris |

The CITY will assign specific DDMS to specific CONTRACTOR(s) for their sole use. Designated DDMS may be a portion of the overall DDMS but shall remain the sole responsibility of the assigned CONTRACTOR. If additional DDMS locations are needed for the operation, the CONTRACTOR shall provide a list of DDMS locations. The list will include all necessary site information to allow the CITY to submit to FDEP for approval. If the CONTRACTOR(s) establish any additional DDMS, a copy of the agreement showing indemnification of the CITY for the use and proposed restoration plan of the additional sites, shall be provided to the CITY. In addition, the CONTRACTOR shall execute a hold harmless agreement for each CONTRACTOR established DDMS that is not located on CITY property. The hold harmless agreement must be approved by the CITY prior to execution.

Prior to the use of any DDMS (either CITY provided DDMS or CONTRACTOR(s) established DDMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the CONTRACTOR). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the CITY at the expense of the CONTRACTOR(s). The results of such testing shall be sent directly from the professional to the CITY. The CONTRACTOR shall be required to provide the CITY with site photographs for each DDMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DDMS in the CITY is a cost borne by the CONTRACTOR and compensated based on the CONTRACTOR's bid for site management and reduction of debris.

The CITY may also establish designated Residential Convenience Centers (residential drop-off sites). The CONTRACTOR will be responsible for removing all disaster related debris from those sites. CONTRACTOR shall not collect debris from the Residential Convenience Centers while sites are open to the public and / or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the CONTRACTOR may be required to push material to make room for additional debris.

The CONTRACTORs Operations Manager will assign a Foreman to the (each) DDMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 4.4.6 of this document. The DDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the CONTRACTOR's Operation Manager, who will in turn provide this information to the CITY. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The CONTRACTOR will be responsible for returning all utilized DDMS to their original condition or better prior to site use. DDMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DDMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the CITY and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

**END OF SECTION**

## RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar .com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

## SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1 Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.

2 Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

3 Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

4 Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

## TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

### Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

### Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

1) Overall approach and methods to accomplish the proposed services;
2) Working knowledge of the City of Plantation;
3) Describe the current work load of each person who will be involved in the Proposal;
4) Summarize other Proposer resources available to meet the City's needs;
5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

### Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a **minimum** of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

## Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

1) Staffing levels at office locations;
2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
4) List of tasks to be subcontracted out;

## Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

## Section 6: COST DETAIL

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required. Must include all costs that apply to this service with a detailed breakdown of costs. Costs that apply which may not be listed on the bid form provided should be submitted as a separate cost listing with this proposal.

**END OF SECTION**

## EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

## SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

## REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

## EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

## SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of three (3) Proposers. Upon completion of the

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

## ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

## FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

## EVALUATION CRITERIA

| Criteria for Evaluation | Available Points |
|---|---|
| | |
| **Qualifications and Experience / Ability of Professional Personnel / Financial**<br>o Availability of qualified personnel<br>o The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel, specifically, operational and administrative personnel assigned to the CITY<br>o Ability to perform additional services and provide technical support throughout the period of engagement<br>o Ability to meet set standards<br>o Previous contracting experience with the City and other governmental agencies<br>o Evidence of insurance and/or bonding capacity<br>o Demonstrated experience performing municipal general planning services | 15 |
| **Resources and Availability, Quality of Services**<br>o Conveyance of a willingness to work with City staff to maximize resources.<br>o The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully.<br>o Current workload and future commitments<br>o Plan for managing multiple Florida-based debris management/grant support contracts<br>o Demonstrated financial capability | 20 |
| **Operational Plan**<br>o Approach to the Project and Methodology<br>o Response times and operational plans for monitoring debris recovery<br>o Organizational structure of firm, chain of command, SUBCONTRACTOR's plan and capacity Meeting the City's operational requirements<br>o Onsite emergency response and communications<br>o Procedures for documentation and verification functions<br>o Quality control and customer service plans | 30 |
| **Price**<br>o Pricing Structure<br>o Fee Schedule work sheet | 20 |
| **Past Performance**<br>o References<br>o Closed, active and pending FEMA disputes, audits or lawsuits<br>o Explanation of unrecovered FEMA reimbursements | 15 |
| **'Maximum Technical Points** | **100** |

# BID/PROPOSAL FORM

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* _____

| **Equipment with Operator** | **Unit Cost** | **UOM** | **Extended Cost** |
|---|---|---|---|
| 50' Bucket Truck | | HRS | |
| Crash Truck w/Impact Attenuator | | HRS | |
| Dozer, Tracked, D3 or Equivalent | | HRS | |
| Dozer, Tracked, D4 or Equivalent | | HRS | |
| Dozer, Tracked, D5 or Equivalent | | HRS | |
| Dozer, Tracked, D8 or Equivalent | | HRS | |
| Dump Truck, 16 +/- CY | | HRS | |
| Dump Truck, 20 +/- CY | | HRS | |
| Dump Truck, 38 +/- CY | | HRS | |
| Generator, 5.5 kW, List kW Capacity | | HRS | |
| Generator, 200 kW, List kW Capacity | | HRS | |
| Generator, 2,500 kW, List kW Capacity | | HRS | |
| Light Plant with Fuel and Support | | HRS | |
| Gradere w/12" Blade (Min. 30,000 LB) | | HRS | |
| Hydraulic Excavator, 1.5 CY | | HRS | |
| Hydraulic Excavator, 2.5 CY | | HRS | |
| Kunckleboom Loader | | HRS | |
| Lowboy Trailer w/ Tractor | | HRS | |
| Mobil Crane up to 15 Ton | | HRS | |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | | HRS | |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | | HRS | |

| | | | |
|---|---|---|---|
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | | HRS | |
| Pickup Truck, 1 Ton | | HRS | |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | | HRS | |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | | HRS | |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | | HRS | |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | | HRS | |
| Tub Grinder, 800 to 1,000 HP | | HRS | |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | | HRS | |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | | HRS | |
| Truck, Flatbed | | HRS | |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | | HRS | |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | | HRS | |
| Wheel Loader, 3 CY, 152 HP | | HRS | |
| Wheel Loader, 4.0 CY, 200 HP | | HRS | |
| Wheel Loader, 1.5 CY, 95 HP | | HRS | |
| **EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:** | | | |
| | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | | HRS | |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | | HRS | |
| Tree Climber/ Chainsaw and Gear | | HRS | |
| Laborer w/ Chainsaw and Gear | | HRS | |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | | HRS | |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | | HRS | |
| **Grand Total** | | | |
| **CREW CATEGORY** | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | | HRS | |
| | | | |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE** | | | |
| | | | |

| | | | |
|---|---|---|---|
| Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | |
| | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work | | CY | |
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | | CY | |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site<br><br>Removing C&D debris from ROW or public property and hauling to DMS | | CY | |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | | CY | |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | | CY | |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the | | CY | |

| | | | |
|---|---|---|---|
| CONTRACT MANAGER prior to commencement of reduction activities. | | | |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | | CY | |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | | CY | |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | | CY | |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | | CY | |
| | | | |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | |
| 6 inch to 12.99 inch diameter | | EACH | |
| 13 inch to 24.99 inch diameter | | EACH | |
| 25 inch to 36.99 inch diameter | | EACH | |
| 37 inch to 48.99 inch diameter | | EACH | |
| 49 inch and larger diameter | | EACH | |
| Hanger Removal (per Tree) | | TREE | |
| | | | |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | |
| 24.1 inch to 36.99 inch diameter | | EACH | |
| 37 inch to 48.99 inch diameter | | EACH | |
| 49 inch and larger diameter | | EACH | |
| | | | |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | |

| | | | |
|---|---|---|---|
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | | EACH | |
| Washers, dryers, stoves, ovens, and hot water heaters | | EACH | |
| | | | |
| Ancillary Options - The Following Items are not included in the Price Evaluation | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | | POUND | |
| | | | |
| **E-Waste Removal** (based on Section 4.4.12) | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | | EACH | |
| | | | |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | |
| Passenger Car | | | |
| Single Axle | | | |
| Double Axle | | | |
| | | | |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | | LB | |
| | | | |
| **Other Debris Removal** (based on Section 4.4.15) | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **GRAND TOTAL** | | | |

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

# GUARANTEE OF PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of_____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

# PROPOSER'S CERTIFICATION

**(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* _____am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____ _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: _____

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

FIRM PROFILE

<table>
<tr><td rowspan="2">1. Firm (or joint venture) Name & Address</td><td>1e. Licensed to do business in the State of Florida<br>_____ Yes _____ No</td></tr>
<tr><td>1f. Name, Title & Telephone Number of Principal to Contact</td></tr>
<tr><td>1a. Firm is ____ National ____ Regional ____ Local<br><br>FEIN # _____</td><td rowspan="2">1g. Address of office to perform work, if different from Item 1</td></tr>
<tr><td>1b. Firm is a County Certified Small Business ____ Yes ____ No<br><br>1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes _____ No<br><br>1d. Firm is a Certified Minority Business _____ Yes _____No</td></tr>
<tr><td colspan="2">2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.</td></tr>
<tr><td colspan="2">3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:<br><br>3a. Has this joint venture previously worked together? ____ Yes ____ No</td></tr>
</table>

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

| **PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is_____ and its Federal Employer Identification Number (FEIN) is _____ . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20___, by _____, who is personally known to me or who has produced _____as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires: _____

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Signature | Printed Name |
| Bidder Name | Date |

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| | |

**Witnesses:**

_____
Typed name:

_____
Typed name:

**BIDDER:**

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

**TRUTH IN NEGOTIATION STATEMENT**
Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by_____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is_____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____
NOTARY PUBLIC

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X, C, U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| **DATE** | **CITY OF PLANTATION** |

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) 12/12/2018

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

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

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | Agent CONTACT INFORMATION — NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: _____
Legal Status: _____
Address: _____

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ _____

PROJECT:
_____Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# PUBLIC CONSTRUCTION BOND

**TO BE RETURNED WITH PROPOSAL**

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

# PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of _____(Phone:_____), as Principal and _____, a corporation, having a principal street address of _____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated_____, 20___, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20 .

_____
(Name of Principal)

By: (As Attorney in Fact)

_____
(Name of Surety)

# FEMA REQUIREMENTS

**TO BE RETURNED WITH BID**

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

   a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices

   b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

   a. Time Cards

   b. Daily work reports for every employee, by each separate FEMA category of work

   c. Daily equipment use, by each separate FEMA category of work

   d. List of all supplies and materials used, by each separate FEMA category of work

   e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors

are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders

and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law.

Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: _____

By (sign):_____

Print Name: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of*

*officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name: _____ Date: _____**

**Base Proposal Total: _____**

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Disadvantaged Business Enterprise:** Yes ☐ or No ☐

**Submitted Forms:**

☐ Bidders Certification

☐ Registered as a City of Plantation Vendor

☐ Bid Form

☐ Signed General Terms and Provisions

☐ Addendums (if any)

☐ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☐ References

☐ Public Entity Crimes Forms

☐ Drug Free Workplace Form

☐ Certificate of Insurance Requirements Form

☐ FEMA Requirements

☐ Bid Bond

☐ Public Construction Bond

☐ Forms A-1 & Firm Profile

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

Plantation
the grass is greener®

# ADDENDUM NO. 1

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 1, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

# REVISED BID/PROPOSAL FORM

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* _____

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost | Extended Cost |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | | |
| Crash Truck w/Impact Attenuator | 70 | HRS | | |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | | |
| Dump Truck, 16 +/- CY | 70 | HRS | | |
| Dump Truck, 20 +/- CY | 70 | HRS | | |
| Dump Truck, 38 +/- CY | 70 | HRS | | |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | | |
| Generator, 200 kW, List kW Capacity | 70 | HRS | | |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | | |
| Light Plant with Fuel and Support | 140 | HRS | | |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | | |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | | |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | | |
| Kunckleboom Loader | 140 | HRS | | |
| Lowboy Trailer w/ Tractor | 70 | HRS | | |
| Mobil Crane up to 15 Ton | 70 | HRS | | |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | | |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | | |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | | |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | | |
| Truck, Flatbed | 70 | HRS | | |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | | |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | | |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | | |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | | |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | | |
| **Equipment with Operator Grand Total Extended Price:** | | | | |
| | | | | |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | | |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | | |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | | |
| Laborer w/ Chainsaw and Gear | 140 | HRS | | |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | | |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | | |
| **Grand Total** | | | | |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | | |
| | | | | |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work | 100,000 | CY | | |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | | |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | | |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | | |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | | |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | | |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | | |
| | | | | |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |

| | | | | |
|---|---|---|---|---|
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | | |
| 13 inch to 24.99 inch diameter | 70 | EACH | | |
| 25 inch to 36.99 inch diameter | 10 | EACH | | |
| 37 inch to 48.99 inch diameter | 10 | EACH | | |
| 49 inch and larger diameter | 5 | EACH | | |
| Hanger Removal (per Tree) | 1900 | TREE | | |
| | | | | |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | | |
| 37 inch to 48.99 inch diameter | 15 | EACH | | |
| 49 inch and larger diameter | 1 | EACH | | |
| | | | | |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | | |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | | |
| Ancillary Options - These Items are not included in the Price Evaluation | | | | |
| | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | | |
| | | | | |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | | |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | | | |
| Single Axle | 10 | | | |
| Double Axle | 10 | | | |

| | | | | |
|---|---|---|---|---|
| | | | | |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | | |
| | | | | |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **GRAND TOTAL** | | | | |

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

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# ADDENDUM NO. 2

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 22, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS:**

**Question No. 1** – Please provide me with the members of the evaluation committee for RFSP NO. 001-25 and their positions at the city

**Response No. 1 –** Matthew Thompson, Public Works Director (1- Chair),
Melissa Doyle, Division Manager, City of Fort Lauderdale (2), Danny Pollio, Utilities Director (3)

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

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# ADDENDUM NO. 3

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

**QUESTIONS AND ANSWERS:**

**Question No. 1** When was the last time the City had a contract activation for Debris Removal? How many CYs were removed?

**Response No.1** Last debris activation, Irma (4337) – total value of Cat A (debris removal) was $18,468,692.45.

**Question No. 2** Has the city determined which landfill(s) can be used? If so, please provide locations.

**Response No. 2** City is a party to Broward County ILA; additionally, City has an agreement with Bergeron Emergency Services

**Question No. 3** Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

**Response No. 3** See Scope of Services Section 2.1 (Contract Period) on page 27 of the solicitation

**Question No. 4** Can the City provide which contractor held the previous or holds the current contract for the services requested in this solicitation with pricing?

**Response No. 4** **a.** Bergeron Emergency Services_ Secondary Contractor (See attached latest Amendment)

b. Crowder-Gulf Joint Venture, Inc_ Primary Contractor (See attached latest Amendment)

c. T.F.R. Enterprises, Inc dba T.F.R, Inc of Texas Tertiary

**Question No. 5** Will there be a public bid opening? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?

**Response No. 5** The City will have a public bid opening. However, at this time the City is not offering a virtual option. Only the name of the Proposer(s) will be read into record during the public proposal opening

**Question No. 6** How does the City/Town/County want us to calculate the $ amount for the bid bond? Or will listing "5% of the full amount of bid" on the bid bond be acceptable?

**Response No. 6** Listing 5% of the full amount of bid" on the bid bond would be acceptable.

**Question No. 7** The scope of work dictates that the debris resulting from the removal of hazardous trees and hanging limbs will have a unit rate per tree which includes hauling the resulting debris to DMS or final disposal site. This would require collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. If there is a major event, collection trucks will be more efficiently used if they could travel the ROW and pick up ALL debris rather than skipping piles and only following the tree crew. This also means that all resulting debris will have to be staged separately at the DMS to ensure no comingling of debris is allowed. There will be a need for additional equipment to manage the site segregated for hazardous tree work or there will be lost time in moving equipment between the two areas. Limited Debris Management Sites, their size and locations often make this scenario extremely difficult. The typical method is to price hazardous trees and hanging limbs as a "cut only" rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?

**Response No. 7** The City's interest is in ensuring appropriate documentation is available for FEMA. If vendor can meet that requirement, we will review the scope.

**Question No. 8** Does the City/County have a monitoring firm contracted? If so, which monitoring firm?

**Response No. 8**This City currently has a monitoring contract with Tetra Tech Inc. However, we are currently of soliciting for these services. This solicitation is currently posted on Demand Star, RFSP No. 002-25.

**Question No. 9** Will the City allow respondents to provide their own Corporate Resolution document in lieu of the City provided form?

**Response No. 9** Yes.

**Question No. 10** Can the City confirm that 2 separate signed letters (Transmittal letter and Introductory Letter) are required with the proposal submittal?

**Response No. 10** The transmittal letter and introduction are not the same, they are both needed as per the sections on the pages you quoted.

**Question No. 11** The Emergency Road Clearance line item on the pricing sheet (below) has 100,000 CY. Should this line item be 72 hours and UOM Hourly? 2.Also, should this line item be moved above and included in the grand total for hourly pricing?

**Response No. 11** This has been updated to HOURLY. See revised bid form attached.

**Question No. 12** The Abandoned Vehicle Removal line items do not have a UOM. Should these be by the Each?

**Response No. 12** See revised bid form attached.

**Question No. 13** The ROW White Goods Debris on the price sheet (below) indicates at the bottom: Ancillary Options – These Items are not included in the Price Evaluation. Does this mean that the two-line items below are not included in the price evaluation?

**Response No. 13** See revised bid form attached. Ancillary options will not be evaluated.

**Question No. 14** Also, does the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers?

**Response No. 14** See section 4.4.10 of the Scope of Services

**Question No. 15** Can the City confirm that the Grand Total on the last page of the price sheet should include the total of the line items starting with Vegetative Debris (section 4.4.2) through Dead Animal Carcasses (section 4.4.14)?

**Response No. 15** See revised bid form attached. Grand Total on the last page of the price sheet should include all sub totals of all line items with the exception of Ancillary items.

**Question No. 16** Can the City clarify how the pricing will be evaluated? I.e. - does the City intend on adding up all extended cost (including hourly) to get a total figure to compare against other Proposers?

**Response No. 16** The City will utilize the Grand Total to calculate the score as it pertains to pricing.

**Question No. 17** Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals.

**Response No. 17** This information is not currently available but a Notice will be posted on Demandstar website with this information once the City determines a date and time.

**Question No. 18** When will intent to award be made and how will it be communicated to proposers?

**Response No. 18** Intent to award will be publicly published via a City Council memorandum and it will be the reasonability of the Contractor(s)/Proposer(s) to monitor the City's public meetings

**Question No. 19** The Solicitation is asking for a public construction bond relating to improvements within 15 calendar days after contract signing. Would the City consider accepting a payment and performance bond in lieu of a public construction bond? In addition, these types of bonds are a hard cost for the Contractors to be paid on a contract that may not get activated. Would the City consider changing this requirement for this bond to be submitted within ten (10) days of receiving a notice to proceed?

**Response No. 19** Performance and/or Payment bond within 15 calendar days after contract signing is acceptable.

**Question No. 20** Page 10, Paragraph 20 indicates that awarded proposers may permit any municipality or other governmental agency to participate in this contract. Does the City have Memorandums of Understanding (MOU) or Mutual Aid agreements in place with other municipalities or other governmental agencies that allows the use of this contract to be utilized by those entities? If so, which ones?

**Response No. 20** No. The City does not have Memorandums of Understanding (MOU) or Mutual Aid agreements in place.

**Question No. 21** When was the last event that impacted the City which required activation and performance by the City's disaster debris contractor?

**Response No. 21** Last debris activation, Irma.

**Question No. 22** How many cubic yards was collected during that event?

**Response No. 22** Dollar value $18,468,692.45.

**Question No. 23** With a five-year contract term, will annual cost adjustments be permitted under the U.S. Bureau of Labor Statistics Consumer Price Index, Southeast Region (Miami, Ft. Lauderdale, West Palm Beach)?

**Response No. 23** See Scope of Services Section 2 "Contract Period"

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**Question No. 24** Page 51 of the solicitation states "The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida." Can the City please confirm if "municipal clients" generally refers to all governmental entities (e.g., cities, counties, districts, etc.)?

**Response No. 24** Yes. Municipal clients generally refer to all governmental entities (e.g., cities, counties, districts, etc.)

**Question No. 25** Emergency Road Clearance (based on Section 4.4.1)- This is typically immediately following the event to open the roads for safe passage and removing hazards. The pricing sheet has an estimated quantity and a unit of measure of cubic yards. This work is typically done and reimbursed using the hourly Personnel and Equipment pricing. This work is moving the debris blocking the ROW to the side to make the roads passable. The debris is later picked up by unit pricing. Since this Emergency work involved no measurement, it would be unable to be paid by the cubic yard. Would the City please remove this line item?

**Response No. 25** No, the line item will not be removed. See revised bid form attached.

**Question No. 26** Removal of Debris from City Parks and Facilities (based on Section 4.4.4)- This item states the removal of trees is included, but there is not a specific line item for Leaners, Hangers and Stumps on Parks and Facilities. Please clarify if the removal of leaners, hangers and stumps from parks and facilities will invoice the same rates for leaners, hangers and stump removal included in the pricing sheet for the CITY ROW rates.

**Response No. 26** Costing should be provided as requested in section 4.4.8. Leaners, hangers and stumps from parks and facilities will be invoiced at the same rates for leaners, hangers and stump removal included in the pricing sheet for the CITY ROW rates.

**Question No. 27** ROW White Goods Debris Removal (based on Section 4.4.10)- The description included the statement "Ancillary Options - These Items are not included in the Price Evaluation" Does this mean the White Goods only should not be included in the Grand Total?

**Response No. 27** See revised bid form attached. Ancillary Options should not be included in the Grand Total?

**Question No. 28** Other Debris Removal (based on Section 4.4.15)- Section 4.4.15 relates to the Contractor and Sub-Contractor not being allowed to accept other work from private citizens or others in the work area during the term. Any contractor performing other debris removal would be dismissed from working on the project. Please confirm what response is being requested to be provided. Should we leave this blank or simply confirm the understanding of Section 4.4.15?

**Response No. 28** This term is accepted once you submit a proposal.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: _____**

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* _____

| **Equipment with Operator** | **Estimated Quantity** | **UOM** | **Unit Cost $** | **Extended Cost $** |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | | |
| Crash Truck w/Impact Attenuator | 70 | HRS | | |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | | |
| Dump Truck, 16 +/- CY | 70 | HRS | | |
| Dump Truck, 20 +/- CY | 70 | HRS | | |
| Dump Truck, 38 +/- CY | 70 | HRS | | |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | | |
| Generator, 200 kW, List kW Capacity | 70 | HRS | | |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | | |
| Light Plant with Fuel and Support | 140 | HRS | | |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | | |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | | |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | | |
| Kunckleboom Loader | 140 | HRS | | |
| Lowboy Trailer w/ Tractor | 70 | HRS | | |
| Mobil Crane up to 15 Ton | 70 | HRS | | |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | | |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | | |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | | |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | | |
| Truck, Flatbed | 70 | HRS | | |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | | |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | | |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | | |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | | |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | | |
| **Equipment with Operator Extended Price:** | | | | |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | | |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | | |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | | |
| Laborer w/ Chainsaw and Gear | 140 | HRS | | |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | | |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | | |
| **Schedule 1 Extended Price:** | | | | |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | | |
| **Crew Category Extended Price:** | | | | |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | | |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | | |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | | |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | | |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | | |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | | |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | | |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | | |
| 13 inch to 24.99 inch diameter | 70 | EACH | | |
| 25 inch to 36.99 inch diameter | 10 | EACH | | |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | | |
| 49 inch and larger diameter | 5 | EACH | | |
| Hanger Removal (per Tree) | 1900 | TREE | | |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | | |
| 37 inch to 48.99 inch diameter | 15 | EACH | | |
| 49 inch and larger diameter | 1 | EACH | | |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | | |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | | |
| **Schedule 2 Extended Price:** | | | | |
| | | | | |
| **GRAND TOTAL** | | | $ | |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | | |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | | |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | | |
| Single Axle | 10 | EACH | | |
| Double Axle | 10 | EACH | | |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | | |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
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# REVISED BID/PROPOSAL FORM

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

# AMENDMENT

## FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND CROWDER-GULF JOINT VNTURE, INC. FOR EMERGENCY DEBRIS MANAGEMENT

**THIS FOURTH AMENDMENT** to Agreement dated this 1 day of May, 2024, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**CROWDER-GULF JOINT VENTURE, INC.**
a Florida Corporation
5629 Commerce Blvd E
Mobile, AL 36619
(Hereinafter referred to as "CONTRACTOR")

**WHEREAS,** on June 26, 2017, CITY entered into an Agreement with CONTRACTOR for Emergency Debris Management; and

**WHEREAS,** the initial term of this Agreement was for five (5) years from June 1, 2017; and

**WHEREAS,** Amendment No. 1 was executed on June 11, 2018 and provided for additional terms and conditions to be included into the original Agreement; and

**WHEREAS,** Amendment No. 2 was executed on March 12, 2022, and the parties exercised its first option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** Amendment No. 3 was executed on May 31, 2023, and the parties exercised its second option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** the CITY has determined that the CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the third of five (5) one (1) year renewal options pursuant to Article 3 (Contract Time) of the Agreement extending the agreement to May 31, 2025 under the same terms and conditions; and

**WHEREAS,** both parties concur with amending the Agreement to extend the term of the Agreement through May 31, 2025.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, CITY and CONTRACTOR other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

**SECTION 1. RECITALS**

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

**SECTION 2. TERM**

The term of this Agreement shall be extended through May 31, 2025.

**SECTION 3. COMPENSATION/PAYMENTS**

Exhibit "A" Compensation/Payments, attached hereto and incorporated herein. The rates have been increased by 3%.

**SECTION 4. PUBLIC AGENCY CONTRACTING**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the CONTRACTOR, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a CONTRACTOR or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a CONTRACTOR enters into a contract with a CONTRACTOR, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a

CONTRACTOR under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

**SECTION 5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTER**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR was a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body did not give any preference to the CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests

**SECTION 6. COMPLIANCE WITH FOREIGN ENTITY LAWS**

**This section is hereby incorporated into this Agreement by execution of this Amendment**

By entering into this Agreement CONTRACTOR is hereby attesting the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes).

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes).

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

**SECTION 7.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 8.** This Third Amendment shall be effective June 1, 2024.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND CROWDER-GULF JOINT VENTURE, INC. have signed this Agreement in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
~~Nick Sortal, Mayor~~ Jason Nunemaker

As to Procurement: _____
Charles Spencer, Procurement Director

CITY OF PLANTATION • Organized April 30, 1953 • Broward County • Florida

Signed, Sealed in the presence of:

(Corporate Seal)

CROWDER-GULF JOINT VENTURE, INC.,
a Florida Corporation

By: _____
Ashley Ramsay-Naile, President

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of April, 2024, by Ashley Ramsay-Naile as President for Crowder Gulf Joint Venture Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____
Print Name: Kerrie Noll

State of ~~Florida~~ Alabama at Large (Seal)
My commission expires: 8-15 2026

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

# EXHIBIT "A"
# COMPENSATION/PAYMENTS

# CITY OF PLANTATION
# EMERGENCY DEBRIS MANAGEMENT

## ITB NO. 010-17

| ITEM | DESCRIPTION | BID QUANTITY | UNIT | Pricing 2023-2024 | Pricing 2024-2025 | Notes |
|---|---|---|---|---|---|---|
| 1 | Mobilization and Demobilization | 1 | LUMP | $ - | $ - | |
| 2 | Emergency Road Clearance | 1 | PER HOUR | $ 298.70 | $ 307.66 | |
| 3 | Debris Removal from water bodies (bays, rivers, streams, canals, lakes) | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 4 | Debris Removal from Private Property (Right-of Entry Program) and Public Owner Property (other than Right-of-Way | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 5 | Leaning Trees/Hanging Lib/Tree-Off Program | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 6 | Disaster event Generated Hazardous Waste Abatement; Biohazardous Waste Abatement | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 7 | Debris Removal from Public Property (Right-of-Way) and hauling to temporary Debris Storage and Reduction Site | 1 | PER CUBIC YARD | $ 8.24 | $ 8.49 | |
| 8 | Management of TDSRS | 1 | PER CUBIC YARD | $ 1.24 | $ 1.28 | |
| 9 | Debris Removal from Temporary Debris Storage and reduction Site (TDSRS) and Hauling to Final Disposal | 1 | PER CUBIC YARD | $ 4.84 | $ 4.99 | Note 1 |
| 10 | Debris Removal from Public Property (Right of Way) and hauling directly to Final Disposal Site. | 1 | PER CUBIC YARD | $ 8.50 | $ 8.76 | |
| 11 | Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site | 1 | PER CUBIC YARD | $ 2.68 | $ 2.76 | |
| 12 | Processing (Buring) of Debris at TDSRS or Final Disposal Site | 1 | PER CUBIC YARD | $ 2.06 | $ 2.12 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 13 | **Eligible ROW Vegetative Debris Removal:** Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved TDSR site or County designated final disposal site | 1 | PER CUBIC YARD | $ 8.24 | $ 8.49 | |
| 14 | **Eligible ROW C & D or MSW Debris Removal**: Work consists of the collection and transportation of Eligible C & D or MSW debris on the ROW to a County approved TDSR site or County designated final disposal site | 1 | PER CUBIC YARD | $ 8.24 | $ 8.49 | |
| 15 | **Eligible Demolition, Removal and Transportation of Structures:** Work consists of the demolition or Eligible Structures on public or private property and hauling the resulting debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 11.33 | $ 11.67 | |
| 16 | **Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site:** Work consists of loading and transporting reduced Eligible disaster related debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 4.84 | $ 4.99 | Note 1 |
| 17 | **Removal of Eligible Hazardous Trees and Limbs:** Work consist of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Element 1, Eligible ROW Vegetative Debris Removal | | | | | |
| | 6 inches to 12.99-inch diameter | 1 | PER TREE | $ 30.90 | $ 31.83 | |
| | 13 inches to 24.99-inch diameter | 1 | PER TREE | $ 72.10 | $ 74.26 | |
| | 25 inches to 36.99-inch diameter | 1 | PER TREE | $ 128.75 | $ 132.61 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 37 inches to 48.99-inch diameter | 1 | PER TREE | $ 175.10 | $ 180.35 | |
| | 49 inch and larger diameter | 1 | PER TREE | $ 309.00 | $ 318.27 | |
| | Hangar Removal (per tree) | 1 | PER TREE | $ 77.25 | $ 79.58 | |
| | | | | | | |
| 18 | **Removal of Eligible Hazardous Stumps:** Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved TDSR site or County designated Final Disposal Site. Contractor to backfill all stump holes. | | | | | |
| | 24 inches to 36.99-inch diameter | 1 | PER STUMP | $ 133.90 | $ 137.92 | |
| | 37 inches to 48.99-inch diameter | 1 | PER STUMP | $ 247.20 | $ 254.62 | |
| | 49 inches to larger diameter | 1 | PER STUMP | $ 309.00 | $ 318.27 | |
| | | | | | | |
| 19 | **Eligible Household Hazardous Waste Removal, Transport and Disposal.** Work consists of the removal, transportation and disposal of Eligible household hazardous waste (HHW). County to designate specific materials to be collected as part of the HHW program. | 1 | PER LB | $ 5.15 | $ 5.30 | |
| | | | | | | |
| 20 | **Eligible Abandoned Vehicle Removal:** Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to a County approved staging area. | 1 | PER UNIT | $ 206.00 | $ 212.18 | |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 21 | **Eligible ROW White Goods Debris Removal (with Refrigerant):** Work consists of the removal of Eligible White Goods from the ROW to be designated City approved TDSR site. Contractor shall be responsible for recovering / disposing refrigerants as required by law as well as unit decontamination in a contained area. | 1 | PER UNIT | $ 61.80 | $ 63.65 | |
| | | | | | | |
| 22 | **Eligible E-waste Item Removal**: Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 1 | PER UNIT | $ 61.80 | $ 63.65 | |
| | | | | | | |
| 23 | **Eligible Dead Animal Carcasses**: Work consists of the recovery and disposal of dead animal carcasses. | 1 | PER LB | $ 0.52 | $ 0.54 | |
| | | | | | | |
| | **HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE (Equipment Type with Operator)** | | | | | |
| 24 | Air Curtain Burner, self-contained system | 1 | PER HOUR | $ 66.95 | $ 68.96 | |
| 25 | JD 544 Wheel Loader with Debris Grapple (or equivalent) | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 26 | JD 644 Wheel Loader with Debris Grapple (or equivalent) | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 27 | Extendaboom Forklift with Debris Grapple | 1 | PER HOUR | $ 66.95 | $ 68.96 | |
| 28 | 30-50 Horsepower Farm Tractor with box blade or rake | 1 | PER HOUR | $ 46.35 | $ 47.74 | |
| 29 | 2- 2 1/2 cu.yd Articulated Loader with Bucket | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 30 | 3-4 cu. Yd Articulated Loader with Bucket | 1 | PER HOUR | $ 108.15 | $ 111.39 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 31 | JD 648E Log skidder, or equivalent | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 32 | CAT 125- 140HP Motor Grader | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 33 | Rubber Tire Excavator with Debris Grapple | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 34 | Knuckle boom with Debris Grapple | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 35 | Self-Loader Scraper Cat 623 or equivalent | 1 | PER HOUR | $ 154.50 | $ 159.14 | |
| 36 | Hand Fed Debris Grinder | 1 | PER HOUR | $ 51.50 | $ 53.05 | |
| 32 | 300-400 Tub Grinder | 1 | PER HOUR | $ 360.50 | $ 371.32 | |
| 37 | 800-1,000 HP Diamond Tub Grinder | 1 | PER HOUR | $ 515.00 | $ 530.45 | |
| 38 | 30 Ton Crane | 1 | PER HOUR | $ 154.50 | $ 159.14 | |
| 39 | 50 Ton Crane | 1 | PER HOUR | $ 206.00 | $ 212.18 | |
| 40 | 100 Ton Crane | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 41 | Power Screen | 1 | PER HOUR | $ 36.05 | $ 37.13 | |
| 42 | Stacking Conveyor | 1 | PER HOUR | $ 41.20 | $ 42.44 | |
| 43 | 6Wheel Drive Heavy Off-Road Trucks | 1 | PER HOUR | $ 133.90 | $ 137.92 | |
| 44 | Bobcat Skid Loader with Debris Grapple | 1 | PER HOUR | $ 72.10 | $ 74.26 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 45 | Bobcat Skid Loader with street sweeper | 1 | PER HOUR | $ 72.10 | $ 74.26 | |
| 46 | Bobcat Loader | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 47 | 50' Bucket Truck | 1 | PER HOUR | $ 113.30 | $ 116.70 | |
| 48 | Crash Truck with impact attenuator | 1 | PER HOUR | $ 49.44 | $ 50.92 | |
| 49 | Dozer, Tracked, D4 or equivalent | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 50 | Dozer, Tracked, D6 or equivalent | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 51 | Dozer, Tracked, D7 or equivalent | 1 | PER HOUR | $ 123.60 | $ 127.31 | |
| 52 | Dump Truck, 10 CY – 17 CY | 1 | PER HOUR | $ 36.05 | $ 37.13 | |
| 53 | Dump Truck, 18 CY – 20 CY | 1 | PER HOUR | $ 56.65 | $ 58.35 | |
| 54 | Dump Truck, 21 CY – 30 CY | 1 | PER HOUR | $ 69.01 | $ 71.08 | |
| 55 | Dump Truck, 31 CY - 60 CY | 1 | PER HOUR | $ 87.55 | $ 90.18 | |
| 56 | Dump Truck, 61 CY - 80 CY | 1 | PER HOUR | $ 92.70 | $ 95.48 | ** |
| 57 | Generator, 16 to 100 kW, list kW capacity **16kW | 1 | PER HOUR | $ 41.20 | $ 42.44 | ** |
| 58 | Generator, 210 – 350 kW, list kW capacity **210kW | 1 | PER HOUR | $ 72.20 | $ 74.26 | ** |
| 59 | Generator, 1,100 -2,500 kW, list kW capacity **1100kW | 1 | PER HOUR | $ 231.75 | $ 238.71 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 60 | Light Plant with Fuel and support | 1 | PER HOUR | $ 16.48 | $ 16.97 | |
| 61 | Grader with 12" blade | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 62 | Hydraulic Excavator, 1.5 CY | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 63 | Hydraulic Excavator, 2.5 CY | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 64 | Knuckle boom Loader | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 65 | Lowboy Trailer with Tractor | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 66 | Mobile Crane up to 15 Ton | 1 | PER HOUR | $ 128.75 | $ 132.61 | |
| 67 | Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) 60 HP | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 68 | Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) 200HP | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 69 | Vac Truck (mist capacity), list capacity | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 70 | Pickup Truck, .5 Ton | 1 | PER HOUR | $ 30.90 | $ 31.83 | |
| 71 | Skid-Steer Loader, 1,000 LB capacity | 1 | PER HOUR | $ 25.75 | $ 26.52 | |
| 72 | Skid-Steer Loader, 2,000 LB capacity | 1 | PER HOUR | $ 30.90 | $ 31.83 | |
| 73 | Tub Grinder, 800 to 1,000 HP | 1 | PER HOUR | $ 515.00 | $ 530.45 | |
| 74 | Track Hoe with Debris Grapple – John Deere or equivalent | 1 | PER HOUR | $ 103.00 | $ 106.09 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 75 | Track Hoe with bucket & thumb | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 76 | Rubber Tire Backhoe with bucket and hoe | 1 | PER HOUR | $ 51.50 | $ 53.05 | |
| 77 | Rubber Tire Track Hoe with Debris Grapple | 1 | PER HOUR | $ 108.15 | $ 111.31 | |
| 78 | Truck, Flatbed | 1 | PER HOUR | $ 47.38 | $ 48.80 | |
| 79 | 4 Wheel Drive Lift | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 80 | Water Truck (non-potable, dust control and pavement maintenance) | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 81 | Wheel Loader, 2.5 CY, 950 or similar | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 82 | Wheel Loader, 3.5 – 4.0 CY, 966 or similar | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 83 | Wheel Loader, 4.5CY, 980 or similar | 1 | PER HOUR | $ 113.00 | $ 116.70 | |
| 84 | Wheel Loader – Backhoe, 1.0 – 1.5 CY | 1 | PER HOUR | $ 70.04 | $ 72.14 | |
| | | | | | | |
| | **LABOR CATEGORY** | | | | | |
| 85 | Operations Manager with cell phone and pickup | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 86 | Crew Foreman with cell phone and pickup | 1 | PER HOUR | $ 49.44 | $ 50.92 | |
| 87 | Tree Climber with chainsaw and gear | 1 | PER HOUR | $ 92.70 | $ 95.48 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 88 | Laborer with chainsaw | 1 | PER HOUR | $ 30.90 | $ 31.83 | |
| 89 | Laborer with small tools, Traffic Control or Flag person | 1 | PER HOUR | $ 28.84 | $ 29.71 | |
| 90 | Bonded and Certified Security Personnel | 1 | PER HOUR | $ 32.96 | $ 33.95 | |
| | | | | | | |
| | **CREW CATEGORY** | | | | | |
| 91 | Wheel Loader, 2.5 CY, 950 or similar with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) Laborers with small tools | 1 | PER HOUR | $ 247.20 | $ 254.62 | |
| | | | | | | |
| | **REMOVAL OF DEBRIS FROM ANY TEMPORARY DEBRIS STORAGE SITE WITH CITY OF PLANTATION** | | | | | |
| 92 | Mixed Debris and C & D | 1 | PER YARD | $ 8.24 | $ 8.49 | |
| 93 | Mixed Debris and C & D | 1 | PER TON | $ 18.54 | $ 19.10 | |
| 94 | Yard Waste Debris | 1 | PER YARD | $ 8.24 | $ 8.49 | |
| 95 | Yard Waste Debris | 475 | PER TON | $ 18.54 | $ 9,072.50 | |
| | | | | | | |
| 96 | Cost for hauling in excess of 20 miles per cubic yard per mile | 1 | PER CUBIC YARD-PER MILE | $ 0.09 | $ 0.09 | |
| | | | | | | |
| Note 1 | All unit costs provided above shall include a hauling distance of 20 miles. | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Note 2 | The City of Plantation shall be responsible for Tipping Fee at final disposal site(s) | | | | | |
| | | | | 2023-2024 | 2024-2025 | |
| PRICING | | | | $ 19,200.28 | $ 19,778.15 | |

**Note 1: This price is for hauling debris up to 30 miles. For all miles over 30, add $0.09 cy / mile**

****: Typically, Generators are rented by the day or week rather than by an hourly rate**

# AMENDMENT

## FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND T.F.R. ENTERPRISES, INC. d/b/a T.F.R., Inc. of TEXAS FOR EMERGENCY DEBRIS MANAGEMENT

**THIS FOURTH AMENDMENT** to Agreement dated this 8 day of April, 2024, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**T.F.R. ENTERPRISES, INC. d/b/a T.F.R., Inc. of TEXAS**
a Texas Corporation
601 Leander Drive
Leander, TX 78641
Pembroke Pines, FL 33332
(Hereinafter referred to as "CONTRACTOR")

**WHEREAS,** on August 1, 2017, CITY entered into an Agreement with CONTRACTOR for Emergency Debris Management; and

**WHEREAS,** the initial term of this Agreement was for five (5) years from June 1, 2017; and

**WHEREAS,** Amendment No. 1 was executed on June 8, 2018 and provided for additional terms and conditions to be included into the original Agreement; and

**WHEREAS,** Amendment No. 2 was executed on March 1, 2022, and the parties exercised its first option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** Amendment No. 3 was executed on March 6, 2023, and the parties exercised its second option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** the current Agreement expires on May 31, 2024 with the option to renew this agreement for an additional one (1) year period under the same terms and conditions; and

**WHEREAS,** the CITY has determined that the CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the third of five (5) one (1) year renewal option pursuant to Article 3 (Contract Time) of the Agreement extending the agreement to May 31, 2025 under the same terms and conditions; and

## AMENDMENT

**WHEREAS**, both parties concur with amending the Agreement to extend the term of the Agreement through May 31, 2025.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, CITY and CONTRACTOR other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

**SECTION 1. RECITALS**

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

**SECTION 2. TERM**

The term of this Agreement shall be extended through May 31, 2025.

**SECTION 3. COMPENSATION/PAYMENTS**

Exhibit "A" Compensation/Payments, attached hereto and incorporated herein. The rates remain unchanged from the original executed agreement.

**SECTION 4. PUBLIC AGENCY CONTRACTING**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the CONTRACTOR, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a CONTRACTOR or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a CONTRACTOR enters into a contract with a CONTRACTOR, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

**SECTION 7.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 8.** This Third Amendment shall be effective June 1, 2024.

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IN WITNESS WHEREOF, CITY OF PLANTATION AND T.F.R. ENTERPRISES, INC. d/b/a T.F.R., Inc. of TEXAS have signed this Agreement in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to Procurement: _____
Charles Spencer, Procurement Director

Signed, Sealed in the presence of:

(Corporate Seal)

T.F.R. ENTERPRISES, INC. d/b/a T.F.R., Inc. of Texas
a Texas Corporation

By: _____

Tipton F. Rowland, CEP

STATE OF Texas

COUNTY OF Williamson

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 8th day of April, 2024, by Tipton F. Rowland, as CEO for TFR Enterprises, Inc, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Tiffany J. Jean

State of Florida at Large (Seal) Texas

My commission expires: January 27, 2026

TIFFANY J. JEAN
Notary Public, State of Te
Comm. Expires 01-27-2
Notary ID 12393381-

# EXHIBIT "A"
# COMPENSATION/PAYMENTS

## CITY OF PLANTATION
## EMERGENCY DEBRIS MANAGEMENT

### ITB NO. 010-17

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 1 | Mobilization and Demobilization | 1 | LUMP | $ -0- | $ -0- |
| 2 | Emergency Road Clearance | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 3 | Debris Removal from water bodies (bays, rivers, streams, canals, lakes) | 1 | PER HOUR | $ 195.00 | $ 195.00 |
| 4 | Debris Removal from Private Property (Right-of EntryProgram) and Publicy Owner Property (other than Right-of-Way | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 5 | Leaning Trees/Hanging Lib/Tree-Off Program | 1 | PER HOUR | $ 115.00 | $ 115.00 |
| 6 | Disaster event Generated Hazardous Waste Abatement; Biohazardous Waste Abatement | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 7 | Debris Removal from Public Property (Right-of-Way) and Hauling to temporary Debris Storage and Reduction Site | 1 | PER CUBIC YARD | $ 7.90 | $ 7.90 |
| 8 | Management of TDSRS | 1 | PER CUBIC YARD | $ 2.35 | $ 2.35 |
| 9 | Debris Removal from Temporary Debris Storage and reduction Site (TDSRS) and Hauling to Final Disposal | 1 | PER CUBIC YARD | $ 5.65 | $ 5.65 |
| 10 | Debris Removal from Public Property (Right of Way) and Hauling directly to Final Disposal Site. | 1 | PER CUBIC YARD | $ 11.75 | $ 11.75 |
| 11 | Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site | 1 | PER CUBIC YARD | $ 1.35 | $ 1.35 |
| 12 | Processing (Burning) of Debris at TDSRS or Final Disposal Site | 1 | PER CUBIC YARD | $ .50¢ | $ .50¢ |
| 13 | **Eligible ROW Vegetative Debris Removal:** Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved TDSR site or County designated final disposal site | 1 | PER CUBIC YARD | $ 11.75 | $ 11.75 |
| 14 | **Eligible ROW C & D or MSW Debris Removal:** Work consists of the collection and transportation of Eligible C & D or MSW debris on the ROW to a County approved TDSR site or County designated final disposal site | 1 | PER CUBIC YARD | $ 11.75 | $ 11.75 |
| 15 | **Eligible Demolition, Removal and Transportation of Structures:** Work consists of the demolition or Eligible Structures on public or private property and hauling the resulting debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 18.00 | $ 18.00 |
| 16 | **Haul-out of Reduced Eligible Debris to a County Designated Final disposal Site:** Work consists of loading and transporting reduced Eligible disaster related debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 5.35 | $ 5.35 |
| 17 | **Removal of Eligible Hazardous Trees and Limbs:** Work consist of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Element 1, Eligible ROW Vegetative Debris Removal | | | | |
| | 6 inch to 12.99 inch diameter | 1 | PER TREE | $ 180.00 | $ 180.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| | 13 inch to 24.99 inch diameter | 1 | PER TREE | $ 335.00 | $ 335.00 |
| | 25 inch to 36.99 inch diameter | 1 | PER TREE | $ 415.00 | $ 415.00 |
| | 37 inch to 48.99 inch diameter | 1 | PER TREE | $ 1200.00 | $ 1200.00 |
| | 49 inch and larger diameter | 1 | PER TREE | $ 1800.00 | $ 1800.00 |
| | Hanger Removal (per tree) | 1 | PER TREE | $ 190.00 | $ 190.00 |
| 18 | **Removal of Eligible Hazardous Stumps:** Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved TDSR site or County designated Final Disposal Site. Contractor to backfill all stump holes. | | | | |
| | 24 inch to 36.99 inch diameter | 1 | PER STUMP | $ 100.00 | $ 100.00 |
| | 37 inch to 48.99 inch diameter | 1 | PER STUMP | $ 200.00 | $ 200.00 |
| | 49 inch to larger diameter | 1 | PER STUMP | $ 250.00 | $ 250.00 |
| 19 | **Eligible Household Hazardous Waste Removal, Transport and Disposal:** Work consists of the removal, transportation and disposal of Eligible household hazardous waste (HHW). County to designate specific materials to be collected as part of the HHW program. | 1 | PER LB | $ 1.00 | $ 1.00 |
| 20 | **Eligible Abandoned Vehicle Removal:** Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to a Temporary Debris Storage Area. | 1 | PER UNIT | $ 50.00 | $ 50.00 |
| 21 | **Eligible ROW White Goods Debris Removal (with Refrigerant):** Work consists of the removal of Eligible White Goods from the ROW to be designated City approved TDSR site. Contractor shall be responsible for recovering / disposing refrigerants as required by law as well as unit decontamination in a contained area. | 1 | PER UNIT | $ 45.00 | $ 45.00 |
| 22 | **Eligible E-waste Item Removal:** Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 1 | PER UNIT | $ 5.00 | $ 5.00 |
| 23 | **Eligible Dead Animal Carcasses:** Work consists of the recovery and disposal of dead animal carcasses | 1 | PER LB | $ 1.00 | $ 1.00 |
| | **HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE (Equipment Type with Operator)** | | | | |
| 24 | Air Curtain Burner, self contained system | 1 | PER HOUR | $ 95.00 | $ 95.00 |
| 25 | JD 544 Wheel Loader with Debris Grapple (or equivalent) | 1 | PER HOUR | $ 90.00 | $ 90.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 26 | JD 644 Wheel Loader with Debris Grapple (or equivalent) | 1 | PER HOUR | $130.00 | $130.00 |
| 27 | Extendaboom Forklift with Debris Grapple | 1 | PER HOUR | $86.00 | $86.00 |
| 28 | 30-50 Horsepower Farm Tractor with box blade or rake | 1 | PER HOUR | $50.00 | $50.00 |
| 29 | 2- 2 1/2 cu.yd Articulated Loader with Bucket | 1 | PER HOUR | $75.00 | $75.00 |
| 30 | 3-4 cu. Yd Articulated Loader with Bucket | 1 | PER HOUR | $85.00 | $85.00 |
| 31 | JD 648E Log skidder, or equivalent | 1 | PER HOUR | $110.00 | $110.00 |
| 32 | CAT 125- 140HP Motor Grader | 1 | PER HOUR | $175.00 | $175.00 |
| 33 | Rubber Tire Excavator with Debris Grapple | 1 | PER HOUR | $110.00 | $110.00 |
| 34 | Knuckleboom with Debris Grapple | 1 | PER HOUR | $315.00 | $315.00 |
| 35 | Self-Loader Scraper Cat 623 or equivalent | 1 | PER HOUR | $120.00 | $120.00 |
| 36 | Hand Fed Debris Grinder | 1 | PER HOUR | $40.00 | $40.00 |
| 32 | 300-400 Tub Grinder | 1 | PER HOUR | $250.00 | $250.00 |
| 37 | 800-1,000 HP Diamond Tub Grinder | 1 | PER HOUR | $300.00 | $300.00 |
| 38 | 30 Ton Crane | 1 | PER HOUR | $100.00 | $100.00 |
| 39 | 50 Ton Crane | 1 | PER HOUR | $200.00 | $200.00 |
| 40 | 100 Ton Crane | 1 | PER HOUR | $320.00 | $320.00 |
| 41 | Power Screen | 1 | PER HOUR | $105.00 | $105.00 |
| 42 | Stacking Conveyor | 1 | PER HOUR | $45.00 | $45.00 |
| 43 | 6Wheel Drive Heavy Off Road Trucks | 1 | PER HOUR | $240.00 | $240.00 |
| 44 | Bobcat Skid Loader with Debris Grapple | 1 | PER HOUR | $55.00 | $55.00 |
| 45 | Bobcat Skid Loader with street sweeper | 1 | PER HOUR | $55.00 | $55.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 46 | Bobcat Loader | 1 | PER HOUR | $55.00 | $55.00 |
| 47 | 50' Bucket Truck | 1 | PER HOUR | $285.00 | $285.00 |
| 48 | Crash Truck with impact attenuator | 1 | PER HOUR | $160.00 | $160.00 |
| 49 | Dozer, Tracked, D4 or equivalent | 1 | PER HOUR | $110.00 | $110.00 |
| 50 | Dozer, Tracked, D6 or equivalent | 1 | PER HOUR | $145.00 | $145.00 |
| 51 | Dozer, Tracked, D7 or equivalent | 1 | PER HOUR | $165.00 | $165.00 |
| 52 | Dump Truck, 10 CY – 17 CY | 1 | PER HOUR | $60.00 | $60.00 |
| 53 | Dump Truck, 18 CY – 20 CY | 1 | PER HOUR | $65.00 | $65.00 |
| 54 | Dump Truck, 21 CY – 30 CY | 1 | PER HOUR | $70.00 | $70.00 |
| 55 | Dump Truck, 31 CY - 60 CY | 1 | PER HOUR | $85.00 | $85.00 |
| 56 | Dump Truck, 61 CY - 80 CY | 1 | PER HOUR | $100.00 | $100.00 |
| 57 | Generator, 16 to 100 kW, list kW capacity | 1 | PER HOUR | $25.00 | $25.00 |
| 58 | Generator, 210 – 350 kW, list kW capacity | 1 | PER HOUR | $40.00 | $40.00 |
| 59 | Generator, 1,100 -2,500 kW, list kW capacity | 1 | PER HOUR | $105.00 | $105.00 |
| 60 | Light Plant with Fuel and support | 1 | PER HOUR | $15.00 | $15.00 |
| 61 | Grader with 12" blade | 1 | PER HOUR | $160.00 | $160.00 |
| 62 | Hydraulic Excavator, 1.5 CY | 1 | PER HOUR | $165.00 | $165.00 |
| 63 | Hydraulic Excavator, 2.5 CY | 1 | PER HOUR | $185.00 | $185.00 |
| 64 | Knuckleboom Loader | 1 | PER HOUR | $345.00 | $345.00 |
| 65 | Lowboy Trailer with Tractor | 1 | PER HOUR | $125.00 | $125.00 |
| 66 | Mobile Crane up to 15 Ton | 1 | PER HOUR | $170.00 | $170.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 67 | Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) | 1 | PER HOUR | $ 120.00 | $ 120.00 |
| 68 | Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) | 1 | PER HOUR | $ 160.00 | $ 160.00 |
| 69 | Vac Truck (mist capacity), list capacity | 1 | PER HOUR | $ 150.00 | $ 150.00 |
| 70 | Pickup Truck, .5 Ton | 1 | PER HOUR | $ 15.00 | $ 15.00 |
| 71 | Skid-Steer Loader, 1,000 LB capacity | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 72 | Skid-Steer Loader, 2,000 LB capacity | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 73 | Tub Grinder, 800 to 1,000 HP | 1 | PER HOUR | $ 600.00 | $ 600.00 |
| 74 | Track Hoe with Debris Grapple – John Deere or equivalent | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 75 | Track Hoe with bucket & thumb | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 76 | Rubber Tire Backhoe with bucket and hoe | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 77 | Rubber Tire Track Hoe with Debris Grapple | 1 | PER HOUR | $ 100.00 | $ 100.00 |
| 78 | Truck, Flatbed | 1 | PER HOUR | $ 65.00 | $ 65.00 |
| 79 | 4 Wheel Drive Lift | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 80 | Water Truck (non-potable, dust control and pavement maintenance) | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 81 | Wheel Loader, 2.5 CY, 950 or similar | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 82 | Wheel Loader, 3.5 – 4.0 CY, 966 or similar | 1 | PER HOUR | $ 160.00 | $ 160.00 |
| 83 | Wheel Loader, 4.5CY, 980 or similar | 1 | PER HOUR | $ 185.00 | $ 185.00 |
| 84 | Wheel Loader – Backhoe, 1.0 – 1.5 CY | 1 | PER HOUR | $ 140.00 | $ 140.00 |
| | **LABOR CATEGORY** | | | | |
| 85 | Operations Manager with cell phone and pickup | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 86 | Crew Foreman with cell phone and pickup | 1 | PER HOUR | $ 65.00 | $ 65.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 37 | Tree Climber with chainsaw and gear | 1 | PER HOUR | $ 85.00 | $ 85.00 |
| 38 | Laborer with chainsaw | 1 | PER HOUR | $ 50.00 | $ 50.00 |
| 39 | Laborer with small tools, Traffic Control or Flag person | 1 | PER HOUR | $ 35.00 | $ 35.00 |
| 90 | Bonded and Certified Security Personnel | 1 | PER HOUR | $ 60.00 | $ 60.00 |
| | **CREW CATEGORY** | | | | |
| 91 | Wheel Loader, 2.5 CY, 950 or similar with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) Laborers with small tools | 1 | PER HOUR | $ 340.00 | $ 340.00 |
| | **REMOVAL OF DEBRIS FROM ANY TEMPORARY DEBRIS STORAGE SITE WITH CITY OF PLANTATION** | | | | |
| 92 | Mixed Debris and C & D | 1 | PER YARD | $ 6.00 | $ 6.00 |
| 93 | Mixed Debris and C & D | 1 | PER TON | $ 24.00 | $ 24.00 |
| 94 | Yard Waste Debris | 1 | PER YARD | $ 6.50 | $ 6.50 |
| 95 | Yard Waste Debris | 475 | PER TON | $ 28.00 | $ 13,300.00 |
| 96 | Cost for hauling in excess of 20 miles per cubic yard per mile | 1 | PER CUBIC YARD-PER MILE | $ .20¢ | $ .20¢ |
| Note 1 | All unit costs provided above shall include a hauling distance of 20 miles. | | | | |
| Note 2 | The City of Plantation shall be responsible for Tipping Fee at final disposal site(s) | | | | |
| | | | | | |
| | **Total BASE BID:** | | | $ | |

***ITB No. 010-17: Emergency Debris Management***

***TOTAL PROJECT BID PRICE***

Twenty-Seven thousand nine hundred thirty-nine dollars and five cents. (words) $27,939.05 (numbers)

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |

Name: Tipton F. Rowland
*(typed or printed)*

By: _____
*(Bidder's signature)*

# AMENDMENT

## FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND BERGERON EMERGENCY SERVICES, INC. FOR EMERGENCY DEBRIS MANAGEMENT

**THIS FOURTH AMENDMENT** to Agreement dated this 10th day of April, 2024, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**BERGERON EMERGENCY SERVICES, INC.**
a Florida Corporation
16912 S.W. 69th Place
Pembroke Pines, FL 33332
(Hereinafter referred to as "CONTRACTOR")

**WHEREAS,** on July 26, 2017, CITY entered into an Agreement with CONTRACTOR for Emergency Debris Management; and

**WHEREAS,** the initial term of this Agreement was for five (5) years from June 1, 2017; and

**WHEREAS,** Amendment No. 1 was executed on June 4, 2018 and provided for additional terms and conditions to be included into the original Agreement; and

**WHEREAS,** Amendment No. 2 was executed on March 1, 2022, and the parties exercised its first option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** Amendment No. 3 was executed on March 6, 2023, and the parties exercised its second option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** the current Agreement expires on May 31, 2024 with the option to renew this agreement for an additional one (1) year period under the same terms and conditions; and

**WHEREAS,** the CITY has determined that the CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the third of five (5) one (1) year renewal option pursuant to Article 3 (Contract Time) of the Agreement extending the agreement to May 31, 2025 under the same terms and conditions; and

## AMENDMENT

**WHEREAS,** both parties concur with amending the Agreement to extend the term of the Agreement through May 31, 2025.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, CITY and CONTRACTOR other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

**SECTION 1.** **RECITALS**

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

**SECTION 2.** **TERM (SHOWN AS ARTICLE 3 – CONTRACT TIME ON ORIGINAL AGREEMENT)**

The term of this Agreement shall be extended through May 31, 2025.

**SECTION 3.** **COMPENSATION/PAYMENTS (SHOWN AS ARTICLE 4 ON ORIGINAL AGREEMENT)**

Exhibit "A" Compensation/Payments, attached hereto and incorporated herein. The rates remain unchanged from the original executed agreement.

**SECTION 4.** **PUBLIC AGENCY CONTRACTING**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the CONTRACTOR, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a CONTRACTOR or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a CONTRACTOR enters into a contract with a CONTRACTOR, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a CONTRACTOR under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

**SECTION 5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTER**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR was a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body did not give any preference to the CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests

**SECTION 6. COMPLIANCE WITH FOREIGN ENTITY LAWS**

**This section is hereby incorporated into this Agreement by execution of this Amendment**

By entering into this Agreement CONTRACTOR is hereby attesting the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes).

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes).

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

**SECTION 7.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 8.** This Third Amendment shall be effective June 1, 2024.

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# EXHIBIT "A"
# COMPENSATION/PAYMENTS

**CITY OF PLANTATION**
**EMERGENCY DEBRIS MANAGEMENT**

**ITB NO. 010-17**

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 1 | Mobilization and Demobilization zero | 1 | LUMP | $ 0.00 | $ 0.00 |
| 2 | Emergency Road Clearance Three Hundred Twenty-Five dollars | 1 | PER HOUR | $ 325.00 | $ 325.00 |
| 3 | Debris Removal from water bodies (canal, rivers, streams, canals, lakes) Four Hundred Twenty-Five dollars | 1 | PER HOUR | $ 425.00 | $ 425.00 |
| 4 | Debris Removal from Private Property (Right-of-Entry/Program) and Putting Owner Property (other than Right-of-W Four Hundred Twenty-Five dollars | 1 | PER HOUR | $ 425.00 | $ 425.00 |
| 5 | Leaning Trees/Hanging Life/Tree-Off Program Three Hundred Eight-Five dollars | 1 | PER HOUR | $ 385.00 | $ 385.00 |
| 6 | Disaster event Generated Hazardous Waste Abatement; Biohazardous Waste Abatement Six Hundred Fifty dollars | 1 | PER HOUR | $ 650.00 | $ 650.00 |
| 7 | Debris Removal from Public Property (Right-of-Way) and Hauling to temporary Debris Storage and Reduction Site Seven dollars, seventy-five cents | 1 | PER CUBIC YARD | $ 7.75 | $ 7.75 |
| 8 | Management of TDSRS One dollar, Seventy-Five cents | 1 | PER CUBIC YARD | $ 1.75 | $ 1.75 |
| 9 | Debris Removal from Temporary Debris Storage and reduction Site (TDSRS) and Hauling to Final Disposal Four dollars, Seventy-Five cents | 1 | PER CUBIC YARD | $ 4.75 | $ 4.75 |
| 10 | Debris Removal from Public Property (Right of Way) and Hauling directly to Final Disposal Site. Fourteen dollars | 1 | PER CUBIC YARD | $ 14.00 | $ 14.00 |
| 11 | Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site Two dollars | 1 | PER CUBIC YARD | $ 2.00 | $ 2.00 |
| 12 | Processing (Burning) of Debris at TDSRS or Final Disposal Site One dollar, Seventy-Five cents | 1 | PER CUBIC YARD | $ 1.75 | $ 1.75 |
| 13 | Eligible ROW Vegetative Debris Removal: Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved TDSR site or County designated final disposal site Fourteen dollars | 1 | PER CUBIC YARD | $ 14.00 | $ 14.00 |
| 14 | Eligible ROW C & D or MSW Debris Removal Work consists of the collection and transportation of Eligible C & D or MSW debris on the ROW to a County approved TDSR site or County designated final disposal site Nine dollars, Fifty cents | 1 | PER CUBIC YARD | $ 9.50 | $ 9.50 |
| 15 | Eligible Demolition, Removal and Transportation of Structures Work consists of the demolition or Eligible Structures on public or private property and hauling the resulting debris to a County designated final disposal site Fourteen dollars | 1 | PER CUBIC YARD | $ 14.00 | $ 14.00 |
| 16 | Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Four dollars, Seventy-Five cents Work consists of loading and transporting reduced Eligible disaster related debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 4.75 | $ 4.75 |
| 17 | Removal of Eligible Hazardous Trees and Limbs Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Element 1, Eligible ROW Vegetative Debris Removal | | | | |
| | 6 inch to 12.99 inch diameter Fourty-Five dollars | 1 | PER TREE | $ 45.00 | $ 45.00 |

BP-1


Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid UNIT PRICE | Contractor Bid AMOUNT |
|---|---|---|---|---|---|
| | 13 inch to 24.99 inch diameter<br>One Hundred Twenty-Five dollars | 1 | PER TREE | $ 125.00 | $ 125.00 |
| | 25 inch to 36.99 inch diameter<br>One Hundred Seventy-Five dollars | 1 | PER TREE | $ 175.00 | $ 175.00 |
| | 37 inch to 48.99 inch diameter<br>Two Hundred Fifty dollars | 1 | PER TREE | $ 250.00 | $ 250.00 |
| | 49 inch and larger diameter<br>Three Hundred Seventy-Five dollars | 1 | PER TREE | $ 375.00 | $ 375.00 |
| | Hanger Removal (per tree)<br>One Hundred Twenty dollars | 1 | PER TREE | $ 120.00 | $ 120.00 |
| 18 | Removal of Eligible Hazardous Stumps:<br>Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved TDSR site or County designated Final Disposal Site. Contractor to backfill all stump holes. | | | | |
| | 24 inch to 36.99 inch diameter<br>Two Hundred Twenty-Five dollars | 1 | PER STUMP | $ 225.00 | $ 225.00 |
| | 37 inch to 48.99 inch diameter<br>Three Hundred Ninty-Five dollars | 1 | PER STUMP | $ 395.00 | $ 395.00 |
| | 49 inch to larger diameter<br>Five Hundred Seventy-Five dollars | 1 | PER STUMP | $ 575.00 | $ 575.00 |
| 19 | Eligible Household Hazardous Waste Removal, Transport and Disposal:<br>Work consists of the removal, transportation and disposal of Eligible household hazardous waste (HHW). County to designate specific materials to be collected as part of the HHW program. Two Hundred Fifty dollars | 1 | PER LB | $ 250.00 | $ 250.00 |
| 20 | Eligible Abandoned Vehicle Removal:<br>Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to a County approved staging area. Ninty-Five dollars | 1 | PER UNIT | $ 95.00 | $ 95.00 |
| 21 | Eligible HHW White Goods Debris Removal (with Refrigerant):<br>Work consists of the removal of Eligible White Goods from the ROW to be designated City approved TDSR site. Contractor shall be responsible for recovering / disposing refrigerant as required by law as well as unit decontamination in a contained area. One Hundred Twenty dollars | 1 | PER UNIT | $ 120.00 | $ 120.00 |
| 22 | Eligible Ecycle Item Removal:<br>Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. Sixty dollars | 1 | PER UNIT | $ 60.00 | $ 60.00 |
| 23 | Eligible Dead Animal Carcasses:<br>Work consists of the recovery and disposal of dead animal carcasses. Five dollars | 1 | PER LB | $ 5.00 | $ 5.00 |
| | HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE<br>(Equipment Type with Operator) | | | | |
| 24 | Air Curtain Burner, self contained system<br>One Hundred Forty-Five dollars | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 25 | JD 544 Wheel Loader with Debris Grapple (or equivalent)<br>One Hundred Thirty-Five dollars | 1 | PER HOUR | $ 135.00 | $ 135.00 |

BP-2

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 26 | JD 644 Wheel Loader with Debris Grapple (or equivalent) One Hundred Fifty-Five dollars | 1 | PER HOUR | $ 155.00 | $ 155.00 |
| 27 | Extendaboom Forklift with Debris Grapple One Hundred Five dollars | 1 | PER HOUR | $ 105.00 | $ 105.00 |
| 28 | 30-50 Horsepower Farm Tractor with box blade or rake Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 29 | 2- 2 1/2 cu.yd Articulated Loader with Bucket One Hundred Thirty-Five dollars | 1 | PER HOUR | $ 135.00 | $ 135.00 |
| 30 | 3-4 cu. Yd Articulated Loader with Bucket One Hundred Fifty dollars | 1 | PER HOUR | $ 150.00 | $ 150.00 |
| 31 | JD 648E Log skidder, or equivalent One Hundred Seventy-Five dollars | 1 | PER HOUR | $ 175.00 | $ 175.00 |
| 32 | CAT 125- 140HP Motor Grader One Hundred Fifteen dollars | 1 | PER HOUR | $ 115.00 | $ 115.00 |
| 33 | Rubber Tire Excavator with Debris Grapple One Hundred Thirty dollars | 1 | PER HOUR | $ 130.00 | $ 130.00 |
| 34 | Knuckleboom with Debris Grapple Two Hundred dollars | 1 | PER HOUR | $ 200.00 | $ 200.00 |
| 35 | Self-Loader Scraper Cat 623 or equivalent One Hundred Thirty-Five dollars | 1 | PER HOUR | $ 135.00 | $ 135.00 |
| 36 | Hand Fed Debris Grinder Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 32 | 300-400 Tub Grinder Three Hundred Ninty-Five dollars | 1 | PER HOUR | $ 395.00 | $ 395.00 |
| 37 | 800-1,000 HP Diamond Tub Grinder Five Hundred Fifty dollars | 1 | PER HOUR | $ 550.00 | $ 550.00 |
| 38 | 30 Ton Crane Two Hundred Twenty-Five dollars | 1 | PER HOUR | $ 225.00 | $ 225.00 |
| 39 | 50 Ton Crane Two Hundred Seventy-Five dollars | 1 | PER HOUR | $ 275.00 | $ 275.00 |
| 40 | 100 Ton Crane Four Hundred Seventy-Five dollars | 1 | PER HOUR | $ 475.00 | $ 475.00 |
| 41 | Power Screen Four Hundred Twenty-Five dollars | 1 | PER HOUR | $ 425.00 | $ 425.00 |
| 42 | Stacking Conveyor Four Hundred dollars | 1 | PER HOUR | $ 400.00 | $ 400.00 |
| 43 | 6Wheel Drive Heavy Off Road Trucks Eighty Five dollars | 1 | PER HOUR | $ 85.00 | $ 85.00 |
| 44 | Bobcat Skid Loader with Debris Grapple Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 46 | Bobcat Skid Loader with street sweeper Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |

BP-3

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 46 | Bobcat Loader Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 47 | 50' Bucket Truck One Hundred Seventy-Five dollars | 1 | PER HOUR | $ 175.00 | $ 175.00 |
| 48 | Crash Truck with impact attenuator Ninety-Five dollars | 1 | PER HOUR | $ 95.00 | $ 95.00 |
| 49 | Dozer, Tracked, D4 or equivalent One Hundred Ten dollars | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 50 | Dozer, Tracked, D6 or equivalent One Hundred Forty dollars | 1 | PER HOUR | $ 140.00 | $ 140.00 |
| 51 | Dozer, Tracked, D7 or equivalent One Hundred Seventy-Five dollars | 1 | PER HOUR | $ 175.00 | $ 175.00 |
| 52 | Dump Truck, 10 CY – 17 CY Sixty-Five dollars | 1 | PER HOUR | $ 65.00 | $ 65.00 |
| 53 | Dump Truck, 18 CY – 20 CY Seventy dollars | 1 | PER HOUR | $ 70.00 | $ 70.00 |
| 54 | Dump Truck, 21 CY – 30 CY Eighty-Five dollars | 1 | PER HOUR | $ 85.00 | $ 85.00 |
| 55 | Dump Truck, 31 CY - 60 CY One Hundred dollars | 1 | PER HOUR | $ 100.00 | $ 100.00 |
| 56 | Dump Truck, 61 CY - 80 CY One Hundred Twenty-Five dollars | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 57 | Generator, 16 to 100 kW, list kW capacity One Hundred Ten dollars 20kW | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 58 | Generator, 210 – 350 kW, list kW capacity One Hundred Forty-Five dollars 300kW | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 59 | Generator, 1,100 -2,500 kW, list kW capacity Three Hundred Ninety-Five dollars 1500kW | 1 | PER HOUR | $ 395.00 | $ 395.00 |
| 60 | Light Plant with Pool and support Fourty-Five dollars | 1 | PER HOUR | $ 45.00 | $ 45.00 |
| 61 | Grader with 12' blade One Hundred Fifteen dollars | 1 | PER HOUR | $ 115.00 | $ 115.00 |
| 62 | Hydraulic Excavator, 1.5 CY One Hundred Twenty-Five dollars | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 63 | Hydraulic Excavator, 2.5 CY One Hundred Forty-Five dollars | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 64 | Knuckleboom Loader Two Hundred dollars | 1 | PER HOUR | $ 200.00 | $ 200.00 |
| 65 | Lowboy Trailer with Tractor One Hundred Ten dollars | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 66 | Mobile Crane up to 15 Ton One Hundred Ninety dollars | 1 | PER HOUR | $ 190.00 | $ 190.00 |

BP-4

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 67 | Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) Sixty dollars | 1 | PER HOUR | $ 60.00 | $ 60.00 |
| 68 | Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) Ninety-Five dollars | 1 | PER HOUR | $ 95.00 | $ 95.00 |
| 69 | Vac Truck (mist capacity), list capacity One Hundred Forty-Five dollars 500 GALLON | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 70 | Pickup Truck, .5 Ton Thirty dollars | 1 | PER HOUR | $ 30.00 | $ 30.00 |
| 71 | Skid-Steer Loader, 1,000 LB capacity Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 72 | Skid-Steer Loader, 2,000 LB capacity One Hundred Ten dollars | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 73 | Tub Grinder, 800 to 1,000 HP Five Hundred Fifty dollars | 1 | PER HOUR | $ 550.00 | $ 550.00 |
| 74 | Track Hoe with Debris Grapple – John Deere or equivalent One Hundred Fifteen dollars | 1 | PER HOUR | $ 115.00 | $ 115.00 |
| 75 | Track Hoe with bucket & thumb One Hundred Twenty-Five dollars | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 76 | Rubber Tire Backhoe with bucket and hoe One Hundred Twenty dollars | 1 | PER HOUR | $ 120.00 | $ 120.00 |
| 77 | Rubber Tire Track Hoe with Debris Grapple One Hundred Ten dollars | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 78 | Truck, Flatbed Twenty-Five dollars | 1 | PER HOUR | $ 25.00 | $ 25.00 |
| 79 | 4 Wheel Drive Lift Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 80 | Water Truck (non-potable, dust control and pavement maintenance) Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 81 | Wheel Loader, 2.5 CY, 950 or similar One Hundred Thirty-Five dollars | 1 | PER HOUR | $ 135.00 | $ 135.00 |
| 82 | Wheel Loader, 3.5 – 4.0 CY, 966 or similar One Hundred Fifty-Five dollars | 1 | PER HOUR | $ 155.00 | $ 155.00 |
| 83 | Wheel Loader, 4.5CY, 980 or similar One Hundred Eighty-Five dollars | 1 | PER HOUR | $ 185.00 | $ 185.00 |
| 84 | Wheel Loader – Backhoe, 1.0 – 1.5 CY Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| | LABOR CATEGORY | | | | |
| 85 | Operations Manager with cell phone and pickup One Hundred Five dollars | 1 | PER HOUR | $ 105.00 | $ 105.00 |
| 86 | Crew Foreman with cell phone and pickup Eighty Five dollars | 1 | PER HOUR | $ 85.00 | $ 85.00 |

BP-5

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid UNIT PRICE | Contractor Bid AMOUNT |
|---|---|---|---|---|---|
| 87 | Tree Climber with chainsaw and gear Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 88 | Laborer with chainsaw Thirty Nine dollars | 1 | PER HOUR | $ 39.00 | $ 39.00 |
| 89 | Laborer with small tools, Traffic Control or Flag person Thirty Three dollars | 1 | PER HOUR | $ 33.00 | $ 33.00 |
| 90 | Bonded and Certified Security Personnel Seventy Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| | CREW CATEGORY | | | | |
| 91 | Wheel Loader, 2.5 CY, 950 or similar with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) Laborers with small tools Three Hundred Twenty-Five dollars | 1 | PER HOUR | $ 325.00 | $ 325.00 |
| | REMOVAL OF DEBRIS FROM ANY TEMPORARY DEBRIS STORAGE SITE WITH CITY OF PLANTATION | | | | |
| 92 | Mixed Debris and C & D Four dollars, Seventy-Five cents | 1 | PER YARD | $ 4.75 | $ 4.75 |
| 93 | Mixed Debris and C & D Fourty Seven dollars, Fifty cents | 1 | PER TON | $ 47.50 | $ 47.50 |
| 94 | Yard Waste Debris Four dollars, Seventy Five cents | 1 | PER YARD | $ 4.75 | $ 4.75 |
| 95 | Yard Waste Debris Thirty One dollars | 475 | PER TON | $ 31.00 | $ 14,725.00 |
| 96 | Cost for hauling in excess of 20 miles per cubic yard per mile Thirteen cents | 1 | PER CUBIC YARD-PER MILE | $ 0.13 | $ 0.13 |
| Note 1 | All unit costs proposed above shall include a hauling distance of 20 miles. | | | | |
| Note 2 | The City of Plantation shall be responsible for Tipping Fee at final disposal site(s) | | | | |
| | Total BASE BID: | | | | $ 30,458.38 |

*ITB No. 010-17: Emergency Debris Management*

*TOTAL PROJECT BID PRICE*

THIRTY THOUSAND FOUR HUNDRED FIFTY EIGHT AND 38 CENTS (words) — $ 30,458.38 (numbers)

BP-6

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid UNIT PRICE | Contractor Bid AMOUNT |
|---|---|---|---|---|---|

Name: Ronald M. Bergeron, Jr.
*(typed or printed)*

By:
*(Bidder's signature)*

## AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND BERGERON EMERGENCY SERVICES, INC. have signed this Agreement in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
~~Nick Sortal~~, Mayor

CITY OF PLANTATION • Organized April 30, 1953 • Broward County • Florida

As to Procurement: _____
Charles Spencer, Procurement Director

Signed, Sealed in the presence of:

BERGERON EMERGENCY SERVICES, INC.
a Florida Corporation

(Corporate Seal)

By: _____
Ronald M. Bergeron, Jr., President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of April, 2024, by Ronald Bergeron Jr, as President for Bergeron Emergency Services, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____
Print Name: Gail Friedrich

State of Florida at Large (Seal)

My commission expires: _____

GAIL FRIEDRICH NOTARY PUBLIC Comm. # HH 058919 Feb 4, 2025 STATE OF FLORIDA

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener

**CITY COUNCIL**
Louis Reinstein, President
Denise Horland, President Pro Tem
Erik Anderson
Jennifer Andreu
Timothy J. Fadgen

Notice of Verified Ranking

RE: RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract

Dear Firms:

On January 29, 2025, the Selection Committee held a Public meeting for the discussion and potential scoring of the Proposals submitted by Firms relating to the above reference services. The results were as follows:

**Date: January 29, 2025 (Technical Evaluation)**

| **SELECTION COMMITTEE** | SDR CDR Disaster Recovery LLC | Ceres Environmental Services | AshBritt, Inc. | Looks Great Services of MS, Inc |
|---|---|---|---|---|
| Committee Member No. 1 | 96 | 94 | 90 | 90 |
| Committee Member No. 2 | 85 | 87 | 84 | 64 |
| Committee Member No. 3 | 64 | 79 | 80 | 63 |
| **TOTAL SCORE** | **245** | **260** | **254** | **217** |

| **SELECTION COMMITTEE** | DRC Emergency Services, LLC | T.F.R. Enterprises, Inc. | CrowderGulf Joint Venture, Inc. | Aftermath Disaster Recovery |
|---|---|---|---|---|
| Committee Member No. 1 | 94 | 90 | 96 | 92 |
| Committee Member No. 2 | 64 | 72 | 90 | 71 |
| Committee Member No. 3 | 81 | 77 | 85 | 55 |
| **TOTAL SCORE** | **239** | **239** | **271** | **218** |

**Firms Final Position Number After All Points Were Tallied**

| **Firm** | SDR CDR Disaster Recovery LLC | Ceres Environmental Services | AshBritt, Inc. | Looks Great Services of MS, Inc |
|---|---|---|---|---|
| Designation Number | 4th | 2nd | 3rd | 7th |

| **Firm** | DRC Emergency Services, LLC | T.F.R. Enterprises, Inc. | CrowderGulf Joint Venture, Inc. | Aftermath Disaster Recovery |
|---|---|---|---|---|
| Designation Number | 5th | 5th | 1st | 6th |

Pursuant to the City of Plantation's Code of Ordinances and the processes/procedures mentioned in the RFSP document, the City of Plantation may engage in competitive negotiations with responsible Firm(s) determined to be reasonably susceptible (highest scored/most advantageous) to being selected for award for the purpose of clarification to assure full understanding and conformance to the solicitation requirements.

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener

**CITY COUNCIL**
Louis Reinstein, President
Denise Horland, President Pro Tem
Erik Anderson
Jennifer Andreu
Timothy J. Fadgen

The three highest scoring Firms for Disaster Debris Management and Removal Services - Term Contract (RFSP No. 001-25):

- **CrowderGulf Joint Venture, Inc.**
- **Ceres Environmental Services**
- **AshBritt, Inc.**

Pursuant to our City Code of Ordinances Sec. 2-220(b)(7) "The city shall not be contractually or otherwise bound to any proposer until an agreement in writing has been approved by the city administration and signed by the appropriate city officers."

If you have any questions, please do not hesitate to contact me.

Respectfully,

Asha Edwards, LLB, CPPB, NIGP-CPP
Procurement Assistant Director
Email: AEdwards@Plantation.org

# City of Plantation

## Proposal Tabulation Sheet

**Proposal Title: Disaster Debris Management and Removal Services - Term Contract**

**Request for Sealed Proposals (RFSP) No. 001-25**

**Date: December 10, 2024**

**Asha Edwards, Procurement Asst. Director**
**Nerissa Manic, City Clerk's Office Staff**

| Proposer(s) |
|---|
| SDR CDR Disaster Recovery LLC |
| Ceres Environmental Services |
| AshBritt, Inc. |
| D & J Enterprises, Inc. (Non- Responsive, Original Bond was not submitted) |
| DRC Emergency Services, LLC |
| T.F.R. Enterprises, Inc. |
| Looks Great Services of MS, Inc |
| Cooper Connections (Non- Responsive, Original Bond was not submitted) |
| CrowderGulf Joint Venture, Inc. |
| Aftermath Disaster Recovery |

1) **The above is an abstract of the information received and is made available for information only.**
2) **The City of Plantation has a pending review of the Qualifications of Proposers and the received proposal documentation, prior to making a determination of the most qualified/advantageous Proposer.**
3) **The City of Plantation shall have no liability to any successful Proposer unless and until the City executes a contract with such Proposer.**

Electronic via DemandStar



CROWDER GULF

## City of Plantation, FL

RFSP No. 001-25 for
Disaster Debris Management and
Removal Services - Term Contract

**Tuesday,**
**December 10, 2024 @ 10:00 AM**

Please direct all inquiries to
the Disaster Administration Office located in Mobile, AL


Ashley Ramsay-Naile, President

Disaster Administration Office
5629 Commerce Blvd. E
Mobile, AL 36619

Phone 800-992-6207
Fax 251-459-7433
jramsay@crowdergulf.com
www.crowdergulf.com


Tax ID: 01-0626019
Sam UEI Number: TTNUYNSBDQU4
Florida Business License # CGC153

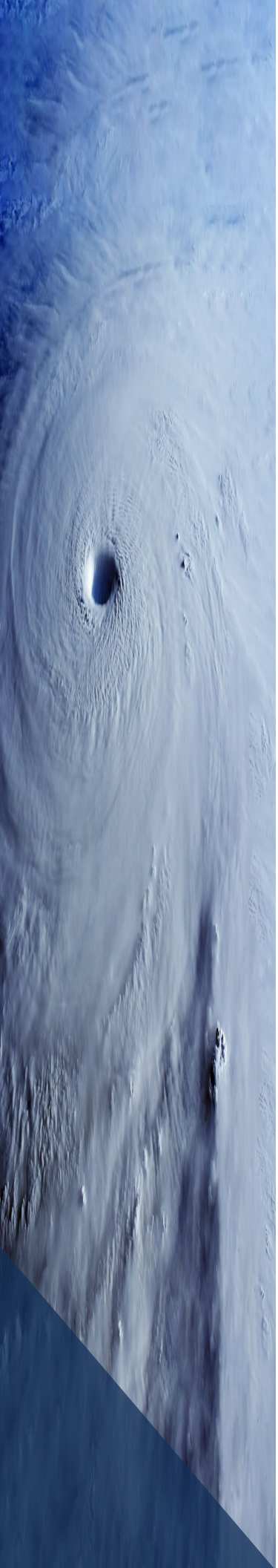

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CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

December 6, 2024

City of Plantation
Procurement Department
400 NW 73 Avenue
Plantation, FL 33317

ELECTRONIC: WWW.DEMANDSTAR.COM

ATTN: April Beggerow, City Clerk

**Re: RFSP No. 001-25 for Disaster Debris Management and Removal Services – Term Contract**

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the bid referenced above. We want to express our desire to enter into an agreement with the City of Plantation, FL, for **Disaster Debris Management and Removal Services**. We believe we are the best company to provide the City of Plantation with the requested services based on our many years of experience and capabilities as synopsized below and demonstrated in the attached proposal.

CrowderGulf had the privilege of assisting the City of Plantation with recovery efforts following Hurricane Irma in 2017, due to the pre-event contract the City had in place. Our crews removed over 190,000 cubic yards of debris from the city. Simultaneously, we worked to restore 66 other cities and counties in Florida affected by the hurricane. During this recovery effort, our team developed, managed, and restored 117 Debris Management Sites for our clients.

CrowderGulf is a national full-service debris management firm with over **fifty-five (55) years' experience** in helping communities like the City of Plantation recover from disasters. Having managed successful debris clean-up operations in fifteen (15) states, **including Florida**, we have developed one of the most capable recovery management teams in the Country. Our disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and successfully removing, reducing, and disposing of **over four hundred (400) million cubic yards of debris.** Our work is a testament to our ability to meet the scope of work established by the City of Plantation.

The knowledge and experience of the CrowderGulf management team, combined with our inventory of heavy equipment and a large network of dedicated subcontractors, ensures that every project is completed successfully and within contract timelines. Our team adheres to the FEMA Public Assistance Program and Policy Guidelines and meets 2 CFR requirements. Our expertise and experience allow us to assemble uniquely trained project teams and match specialized equipment and resources to project execution needs. We believe that training and pre-planning are essential to a successful debris removal operation. CrowderGulf offers preparedness planning and training to our clients free of charge throughout the contract term.

CrowderGulf is committed to responding to any event in the City of Plantation regardless of size or type, with utmost promptness. **Don Madio, Florida Regional Director**, is a seasoned member of the CrowderGulf team. He is a long-time Florida resident and has first-hand experience working disaster declarations within the State of Florida. He recently managed multiple contracts after **Hurricanes Milton, Helene and Ian** devastated the State. In addition, **Joe Hayes, Regional Manager,** has been assigned to meet the needs and requests of the City throughout the year. Both he and Don can provide valuable knowledge and experience with an inherent commitment and dedication to the City of Plantation. Don Madio can be reached at 813-285-8749 or dmadio@crowdergulf.com and Joe Hayes can be reached at jhayes@crowdergulf.com. You may also contact the CrowderGulf Disaster Assistance office at 1-800-992-6207.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly. This ensures that we can provide the very best subcontractors for the City of Plantation and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts. CrowderGulf has always met all financial obligations without interruption.

| | |
|---|---|
| **AGGREGATE BONDING CAPACITY** | **$ 1,000,000,000** |
| **SINGLE BONDING CAPACITY** | **$ 250,000,000** |
| **OTHER AVAILABLE FUNDING** | **$ 150,000,000** |

CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Additional information regarding insurance has been presented with our proposal response.

**CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in the RFP**. This includes removal of eligible disaster-related vegetation, construction & demolition (C&D), hazardous waste, white goods, e-goods, stump removal, marine debris removal, debris reduction and disposal etc. Details of our abilities are summarized in our Past Performance in the attached proposal.

**Our Disaster Management Services include the following:**

- Pre-Planning and Training
- Emergency Road Clearance
- ROW &ROW Debris Removal
- Development & Operation of DMS
- Final Debris Disposal
- Hazardous Materials Handling
- Waterway Debris Removal
- Historic Property Preservation
- Bulkhead & Pier Replacement Pile Driving
- Demolition
- Marine Salvage
- Bio-Mass Recycling
- Derelict Vehicle & Abandoned Vehicle Removal
- Removal & Disposal of White Goods & E-Goods
- Tree Trimming and Removal (leaners /hangers)
- Sand Removal, Screening & Breach Restoration
- Temporary Ice, Water and Other Consumables
- Temporary Power Services/Generators
- Technical Disaster Recovery Assistance
- Dredging
- Portable Housing
- Levee Construction
- Sonar Scanning
- Marine Construction
- Cellular Tower Construction
- Road and Utility Work
- Land Clearing and Site Prep

We greatly appreciate the opportunity to submit this proposal. **We assure you that our professional disaster debris management team will continue to exceed the expectations of the City of Plantation**. We will be pleased to provide any additional information that would assist the City in its deliberations and look forward to your favorable response.

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of **RFSP# 001-25 for Disaster Debris Management and Removal Services.** In addition, Reid Loper, Vice President, also has the authority to bind the company.

**We understand that this proposal remains in effect for ninety (90) days.**



Best Regards,
Ashley Ramsay-Naile, President
jramsay@crowdergulf.com / knoll@crowdergulf.com



# Section 1:
# INTRODUCTION LETTER



**City of Plantation, FL**

*RFSP No. 001-25 for Disaster Debris Management and Removal Services – Term Conti*

# Section 1: INTRODUCTION LETTER

## CrowderGulf General Business Information

- **Legal Name and Address:**
  CrowderGulf Joint Venture, Inc.
  Disaster Administration Office
  5629 Commerce Blvd., East
  Mobile, AL 36619
  Phone: 1-800-992-6207/ 251-459-7430
  Email: jramsay@crowdergulf.com
  Website: www.crowdergulf.com

- Ashley Ramsay-Naile, President and/or Reid Loper, Senior Vice President

- CrowderGulf was incorporated in the State of Florida in September 2002.

- CrowderGulf is not a parent or subsidiary in a group of firms or agencies.

- CrowderGulf, headquartered in Mobile, AL, is dedicated to pre-event contracts 24/7, 365 days a year. The company operates two satellite offices in Florida with full-time personnel. CrowderGulf employs 50 full-time debris specialists at its Corporate Office and over 100 in field operations.

- CrowderGulf's Business License (FEIN: 01-0626019) permitted and certified to do business in the State of Florida has been included in Section 7: FINANCIAL / REFERENCES / REQUIRED DOCUMENTS.

- Don Madio is the Regional Director for Florida, Joe Hayes is the Regional Manage for Florida and Jesus Carretie is the Program Manager for Florida. All three are permanent residents of Florida.

# Over Fifty-five Years of Debris Management Experience

CrowderGulf is a national full-service debris management company, with over **fifty-five years** of experience throughout the United States, helping communities, like the City of Plantation recover from disasters as rapidly and efficiently as possible. The roots of the company began in 1969, from the work of John and Woodie Ramsay, brothers, and recent graduates of Auburn University. They grew up truck farming in south Mobile County, AL, less than 10 miles from the Mississippi State line. When Hurricane Camille devastated the Mississippi Gulf Coast in 1969, the Ramsay brothers joined forces with local contractors to clean up Biloxi, MS, and much of the Gulf Coast.

In 1984, as the brothers' work branched out into other areas, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, they developed three divisions in Gulf Equipment: tower erection, construction, and disaster debris management.

In 2002, CrowderGulf was formally created by John Ramsay, as an independent disaster debris management company. John's honesty, reliability, and respect for all clients, along with his extensive knowledge and experience in disaster debris cleanup, were key to the strong qualified team that he built over the years. Today, **Ashley Ramsay-Naile**, John's oldest daughter, is president of CrowderGulf. Ashley continues to build a strong, qualified team, using her years of experience and excellent management skills to grow and improve the Company.

During the last five decades, the Company has managed over **500 disaster recovery projects in 16 states and has successfully removed, reduced and disposed of over 400 million cubic yards of debris.** CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

**CrowderGulf has responded to numerous natural and man-made disasters that activated hundreds of contracts,** each involving its own unique challenges and circumstances. Having performed debris management operations across the United States, **CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP**. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes **and our continued commitment to excellence.**

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (FDEP)) , the Florida Department of Transportation (FLDOT) and the Florida Department of Health. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will ensure a smooth debris removal operation in the event of a disaster. CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice are provided free of charge throughout the contract term.** In addition, we can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans.

CrowderGulf staff will deliver priority service, exceptional performance, and expert on-site management to the City of Plantation. Leveraging its human resources, extensive equipment inventory, financial strength, and experienced subcontracting teams, CrowderGulf ensures all contractual commitments are met with speed and efficiency, regardless of location or disaster size. This comprehensive integrated approach also enables CrowderGulf to address any special needs of the City that may arise beyond the pre-event contract.

# Why Choose CrowderGulf?

CrowderGulf utilizes best management practices to reduce risk, enhance productivity, and provide cost effective project delivery to all clients. CrowderGulf manages a self-sustaining, well-organized, efficient operation during all contract activations.

- **Full time (365 days/yr.) CrowderGulf is a leading Debris Management and Response Company with over 55 years of successful experience** in debris management, removal, and disposal services.

- **Bases of Operation:**

| | |
|---|---|
| Primary | **Mobile, Alabama** |
| Satellite Offices | Palm Harbor, West Palm Beach, Winter Garden, Wellington, New Smyrna Beach, Miami, **Florida**, D'Iberville, **Mississippi**, New Orleans, **Louisiana**, Hilton Head Island and Laurens, **South Carolina** Denton and Portland, and Austin, **Texas** Richmond, **Virginia** |

- **Never failed to complete** all contract obligations and never defaulted on a contract.
- CrowderGulf's ability to attract and retain highly skilled and qualified personnel allows us to **commit the same Project Management Team remaining with the project** from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- **Completed simultaneous** debris projects after all major hurricanes **since 1969.**
- Over **500** disaster recovery projects successfully completed.
- Successfully removed, managed, and disposed of over **400 million cubic yards of debris.**
- Industry leader in **waterway debris removal**, including work from New Jersey to Texas.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- **No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.
- **No lawsuits, liens or judgments by CrowderGulf** to clients **ever** filed.
- Over **$150 million** of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Provides a well-developed and proven **Debris Management Operation Plan**, reviewed and revised yearly.
- **Safety** for all workers and citizens is a main priority throughout every operation.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

| | |
|---|---|
| **AGGREGATE BONDING CAPACITY** | **$ 1,000,000,000** |
| **SINGLE BONDING CAPACITY** | **$ 250,000,000** |
| **OTHER AVAILABLE FUNDING** | **$ 150,000,000** |



CROWDER GULF

# Section 2: APPROACH TO THE SCOPE OF SERVICES



**City of Plantation, FL**

*RFSP No. 001-25 for Disaster Debris Management and Removal Services – Term Conti*

# Section 2: APPROACH TO THE SCOPE OF SERVICES

## *Debris Management and Response Plan*

### Principles of Project Management

#### Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA Public Assistance Program and Policy Guide (incorporating FEMA 325 Debris Management Guide and FEMA 327 Debris Monitoring Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

#### Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 48-72 hours prior to a tropical storm and/or hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Plantation.

- Within 12 hours of receiving a NTP, CrowderGulf will have our management team report to the City representative for operations planning and mobilization of personnel and equipment.
- Mobilization for PUSH operations will begin within 12-24 hours of NTP.
- Within 48 hours of initial NTP, crews will be fully operational and hauling debris.
- Within 72 hours of the NTP, a DMS is fully operational for reduction and disposal of debris.
- Crews will maintain full debris hauling operational capacity, seven days a week during daylight hours, until completion of the project, to the satisfaction of the City of Plantation.
- The DMS may, if required to meet the needs of the City, operate 24 hours per day.

#### Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and City Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to ensure that they meet federal and state reimbursement guidelines.
- Orientating and training the City of Plantation personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

#### Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Plantation will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Mobile, Alabama.

## On-Site Project Management

CrowderGulf utilizes National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers.

## Pre-Planning - Readiness Planning and Training

**On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Plantation needs and requests.

**Audio/Visual Presentations**

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

Please view our website @www.crowdergulf.com for more information and watch our videos on CrowderGulf TV

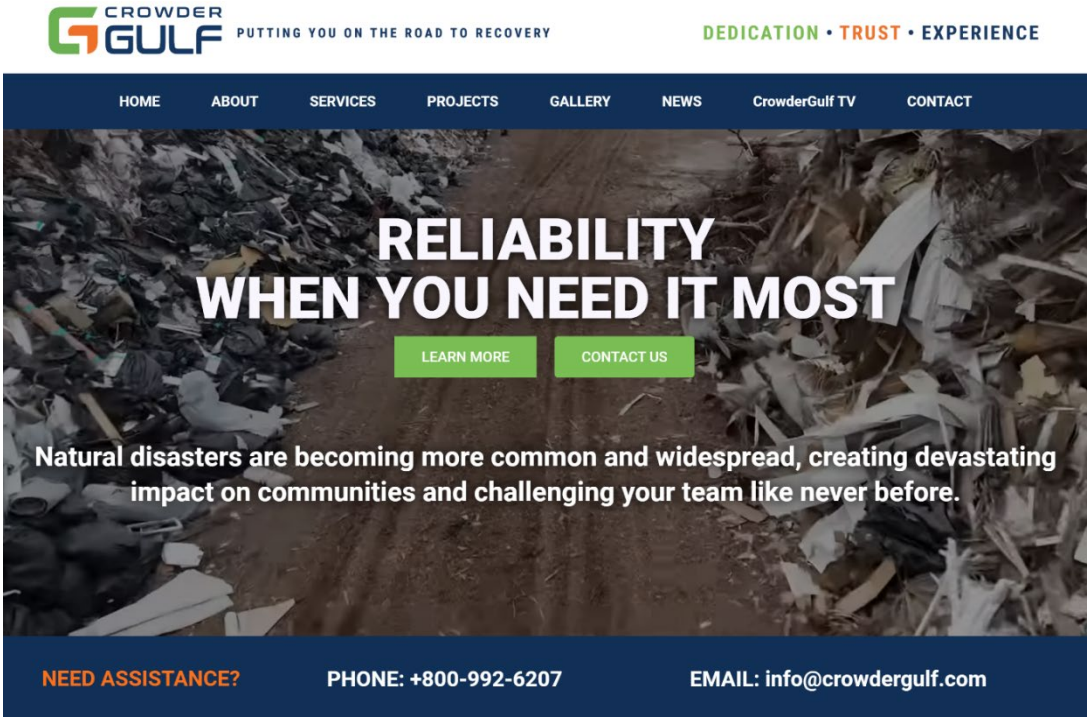

# Debris Management and Operations Plan

The CrowderGulf **Debris Management and Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Management and Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the most efficient and cost-effective debris management for the City of Plantation. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

## Critical Operations *(action items that are set in motion by an event)*

- Pre-Execution Planning and Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

## Essential Support Functions *(support functions for Critical Operations)*

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations

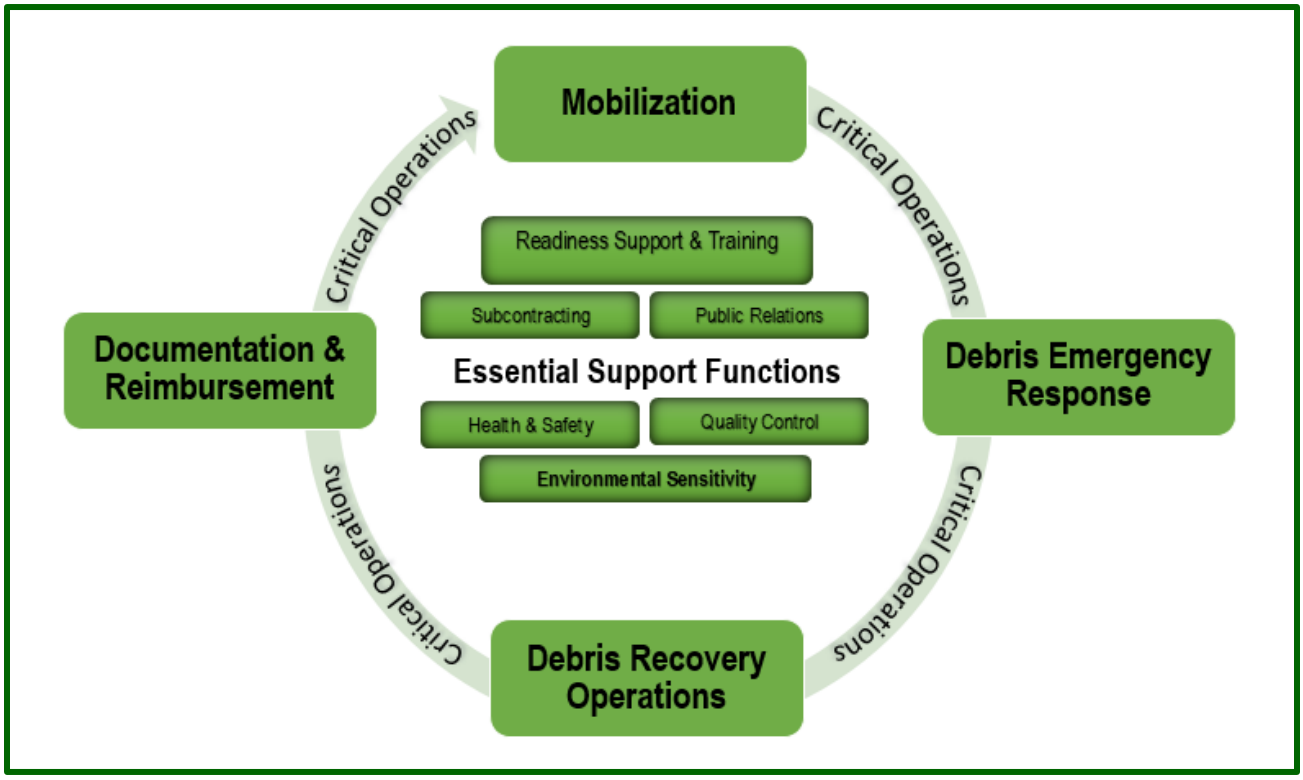

The **Debris Management and Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all CrowderGulf's disaster relief efforts for the past 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Management and Operations Plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations,** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All these elements are discussed briefly in the following sections.

# CRITICAL OPERATIONS



## ➢ Pre-Execution Planning & Mobilization

### Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Plantation. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel. The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the City of Plantation's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called, and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

### Preparation and Pre-Execution Planning

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

### Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.

# Mobilizing Large Workforces

## Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP to begin restoring critical services in the City of Plantation as quickly as possible.

The following is a partial list of company-owned equipment available for use in any debris operation:

| EQUIPMENT | UNITS |
|---|---|
| • Self-Loading Trucks; (130 – 160 cubic yards) | 90 |
| • Dump Trucks (16 yards – 50 yards) | 153 |
| • Rubber Tire Loaders (equipped with debris handling grapples) | 26 |
| • Rubber Tire and Track Equipped Excavators (with buckets and grapples) | 18 |
| • Pick-Up Trucks (equipped with portable phones for Foremen) | 40 |
| • Service Trucks | 12 |
| • Skid-Steer Loaders (equipped with buckets and grapples) | 20 |
| • Cherrington Beach Cleaners 4500 & 4500 XL | 5 |
| • Stationary Power Screens – (sand screener) | 2 |
| • Diamond Z 14' Tub Grinders | 6 |
| • Shallow and deep-water boats equipped with latest sonar and photo equipment | 4 |
| • Barges, tugs and large boats for heavy marine debris removal | 4 |

# Exclusive Subcontractors

The subcontractors in the table below work **exclusively** for CrowderGulf. These subcontractors immediately begin deployment when a threat is imminent. They have a combined 144 double trucks that can be called upon at a moment's notice. All these subcontractors have experience working in disaster recovery for CrowderGulf in FL, as noted in the highlighted events/locations in the table below.

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| **Dawn Til Dusk Disaster LLC**<br>(Bethany, MO)<br>(PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand)<br>42 Activations<br>**2 Activations in FL**<br><br>**Master Subcontract # 12_133** | 2024 Beryl | Brazoria Co, TX<br>West Coslumbia, TX | Brazoria, TX |
| | 2024 TX Straight Line Winds | Coppell, TX | |
| | 2023 AR Tornado | North Little Rock, AR | Sherwood, AR |
| | 2022 Ian | Lee Co, FL | |
| | 2021 KY Tornado | Bowling Green, KY | Warren County, KY |
| | 2021 Nicholas | Angleton, TX<br>Brazoria Co, TX | Lake Jackson, TX |
| | 2020 Zeta | Gulfport, MS | |
| | 2020 Sally | Fairhope, AL | Orange Beach, AL |
| | 2020 Laura | Lake Charles, LA<br>West Lake, LA | Calcasieu Parish, LA |
| | 2020 Tornado | Nashville, TN | |
| | 2019 Imelda | Montgomery Co, TX | |
| | 2018 Michael | Panama City, FL | |
| | 2018 Florence | Duplin Co, NC<br>Onslow Co, NC | Jacksonville, NC |
| | 2017 Harvey | Aransas Co, TX | Corpus Christi, TX |

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| | 2017 Mississippi Tornado | Hattiesburg, MS | |
| | 2016 Matthew | Deltona, FL | |
| | 2016 LA Flooding | Ouachita Parish, LA | |
| | | Central, LA | |
| | 2016 Texas Flooding / Misc | Montgomery Co, TX | Newton Co, TX |
| | | Waller Co, TX | |
| | 2015 SC Flooding | SCDOT | |
| | 2014 Ulysses – Ice Storm | Greensboro, NC | |
| | 2014 AL Tornado | ACCA – Blount Co, AL | |
| | 2011 Irene | Dare Co, NC<br>Kill Devil Hills, NC | Kitty Hawk, NC<br>Nags Head, NC |
| | 2008 Ike | Montgomery Co, TX | |
| | 2005 Katrina | Pascagoula, MS | |
| **Dotson & Sons**<br>(Higbee, MO)<br>(ROW Hauling,<br>L & H, Stumps)<br>34 Activations<br>**13 Activations in FL**<br><br>**Master Subcontract # 16_725** | 2024 Beryl | Montgomery Co, TX | |
| | 2023 Winter Storm- TX | Austin, TX | Travis Co, TX |
| | 2022 Ian | Ft. Myers, FL<br>FDEM | Lee Co, FL |
| | 2021 May Floods | Lake Charles, LA | |
| | 2020 Laura | Lake Charles, LA | Calcasieu Parish, LA |
| | 2018 Michael | Bainbridge, GA<br>Decatur Co, GA | Panama City, FL |
| | 2018 Florence | Holly Ridge, NC | Richlands, NC |
| | 2017 Irma | Onslow Co, NC<br>Bonita Springs, FL | Lee Co., FL |
| | 2017 Harvey | Aransas Co, TX | Montgomery Co, TX |
| | | Corpus Christi, TX | San Patricio Co, TX, |
| | 2016 Matthew | Hilton Head Island, SC | |
| | 2016 LA Flooding | Central, LA | |
| | 2006 Ice Storm<br>2005 Rita | Erie Co, NY<br>Calcasieu Parish / Lake Charles, LA | |
| | 2005 Katrina | North Miami, FL<br>Pascagoula, MS | Wilton Manors, FL<br>Pompano Beach, FL |
| | 2004 Ivan | Escambia Co, FL | |
| | 2004 Charley, Frances, Jeanne | Lee Co, FL<br>Orlando, FL | Sanibel, FL |
| **Gulf Services**<br>(Theodore, AL)<br>(PUSH, ROW Hauling, L&H,<br>Stumps, Site Mgt, Ditch work,<br>PPDR)<br>28 Activations<br>**13 Activations in FL**<br><br>**Master Subcontract # 12_191** | 2024 Beryl | Montgomery Co, TX | |
| | 2024 TX Flooding May | Liberty Co, TX | Montgomery Co, TX |
| | 2024 TX Straight Line Winds | Carrollton, TX<br>Coppell, TX | Richardson, TX |
| | 2023 Idalia | St. Petersburg, FL | Dunedin, FL |
| | 2023 Winter Storm- TX | Austin, TX | Travis Co, TX |
| | 2022 Ian | Bonita Springs, FL<br>Estero, FL<br>FDEM<br>Lee Co, FL | Lee Co School District<br>Sanibel, FL<br>Sarasota Co, FL |
| | 2021 Ida | St. John the Baptist Parish, LA | Calcasieu Parish, LA<br>Waterways |
| | 2021 May Flooding | Lake Charles, LA | Calcasieu Parish, LA |
| | 2020 Laura | Lake Charles, LA<br>Sulphur, LA | Calcasieu Parish, LA |
| | 2018 Michael | Bay Co, FL<br>Lynn Haven, FL | Panama City, FL<br>Washington Co, FL |
| **Hauling Away LLC**<br>(Mobile, AL)<br>(PUSH, ROW Hauling, L&H, ROE<br>Hauling, Stumps, Grinding,<br>HaulOuts, Sand, Demo, Waterway<br>Debris)<br>105 Activations<br>**23 Activations in FL** | 2024 Beryl | Alvin, TX<br>Angleton, TX<br>Brazoria Co, TX | Brazoria, TX<br>Lake Jackson, TX<br>West Columbia, TX |
| | 2024 SC Straight Line Winds | Dorchester Co, SC | |
| | 2024 LA Tornado | Lake Charles, LA | |
| | 2024 FL Tornado May | Kissimmee, FL | |
| | 2024 AL Tornados | AL Counties- Region 7 | Henager |
| | 2024 TX Flooding April | Angleton, TX | |
| | 2023 AR Tornado | North Little Rock, AR | Sherwood, AR |
| | 2023 Ice Storm | Deer Park, TX | |

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| Master Subcontract # 12_223 | 2022 Ian | Bonita Springs, FL<br>Estero, FL<br>Ft. Myers, FL<br>FDEM | Ft. Myers Beach, FL<br>Lee Co, FL<br>Sanibel, FL<br>Synergy, Charlotte Co Schools, FL |
| | 2021 TX GLO<br>2021 LA Tornado | Beach Debris – Sunken Car<br>Calcasieu Parish, LA | |
| | 2021 Ida | St. John the Baptist Parish, LA | Calcasieu Parish, LA<br>Waterways |
| | 2020 Hanna & Beta<br>2020 Zeta | Texas General Land Office (GLO)<br>Gulfport, MS | |
| | 2020 Sally | AL DOT SW Region<br>Baldwin Co, AL | Gulf Shores, AL<br>Orange Beach, AL |
| | 2020 Laura | Lake Charles, LA<br>Sulphur, LA<br>Vinton, LA | Calcasieu Parish, LA<br>West Lake, LA<br>West Calcasieu Port, LA |
| | 2020 Cristobal<br>2020 Tornado | Dauphin Island, AL<br>Nashville, TN | Chattanooga, TN |
| | 2019 TX Tornado<br>2019 Dorian<br>2019 Imelda | Richardson, TX<br>Dorchester Co, SC<br>Montgomery Co, TX | |
| | 2018 Michael | Bay Co, FL<br>FL Dept of Enviro. Protection<br>Bainbridge, GA | Jackson Co, FL<br>Panama City Beach, FL<br>Panama City, FL<br>Decatur Co, GA |
| | 2018 Florence | Jacksonville, NC<br>North Topsail Beach, NC | Onslow Co, NC |
| | 2018 Florida Red Tide | Collier Co, FL<br>Sanibel Island, FL | Fort Myers Beach, FL |
| | 2017 Irma | Collier Co, FL<br>FL DEP Waterway Cleanup<br>Hilton Head Island, SC | Kissimmee, FL<br>Okeechobee Co, FL<br>Polk Co., FL |
| | 2017 Harvey | Aransas Co, TX | Corpus Christi, TX |
| | 2017 Maintenance | Texas General Land Office (GLO)<br>Corpus Christi, TX | |
| | 2017 T.S. Cindy | Dauphin Island, AL | |
| | 2016 Matthew | FL Dept. of Enviro. Protection<br>Hilton Head Plantation POA, SC | Hilton Head Island, SC |
| | 2016 LA Flooding<br>2016 Texas Flooding / Misc | Central, LA<br>Newton Co, TX<br>Montgomery Co, TX | Ouachita Parish, LA<br>Waller Co, TX |
| | 2016 Maintenance | Corpus Christi, TX | |
| | 2016 Tornado | Rowlett, TX | |
| | 2015 Flooding-Alabama | AL DCNR, Baldwin Co, AL<br>AL DOT, Baldwin Co, AL | |
| | 2015 SC Flooding<br>2015 Demolition | SCDOT<br>Orange Beach, AL | |
| | 2015 Fish Kill<br>2015 Texas Flooding / Misc | Orange Beach, AL<br>Blanco Co, TX<br>Corpus Christi, TX | Republic Services, TX<br>Friendswood, TX |
| | 2015 Severe Storm AL | Limestone Co, AL | |
| | 2014 Tornado | Blount Co, AL | Limestone Co, AL |
| | 2014 Maintenance | Corpus Christi, TX | |
| | 2014 Pax (Ice Storm)<br>2013 T.S. Andrea<br>2012-2013 Sandy<br>2012 Isaac<br>2012 Miscellaneous | Dorchester Co, SC<br>Gulf Shores, AL<br>NJ DEP<br>Biloxi, MS<br>Dauphin Island, AL<br>McComb, MS<br>The Nature Conservancy, AL | Berkeley Co, SC<br>Magnolia, MS<br>Pascagoula, MS |
| | 2012 Tornado | Motel 6 - Mobile, AL | |
| | 2011 Irene | Rocky Mount, NC | |
| | | | |

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| **S. St. George Enterprises**<br>(Fredonia, NY)<br>(PUSH, ROW Hauling, L&H, Grinding, Stumps, HaulOuts, Site Work)<br>84 Activations<br>**40 Activations in FL**<br><br>**Master Subcontract # 13_376** | 2023 Ice Storm TX | Travis Co, TX | |
| | 2022 Ian | Bonita Springs, FL<br>Edgewater, FL<br>Ft. Myers, FL<br>Ft. Myers Beach, FL<br>Lee Co, FL<br>FDEM | Lee Co School District<br>Ormond Beach, FL<br>Port Orange, FL<br>Sanibel, FL<br>South Daytona, FL |
| | 2021 KY Tornado | Bowling Green, KY | Warren County, KY |
| | 2020 Zeta | Gulfport, MS | Harrison Co, MS |
| | 2020 Laura | Lake Charles, LA | Calcasieu Parish, LA |
| | 2020 Tornado | Nashville, TN | Chattanooga, TN |
| | 2018 Michael | Bay Co, FL<br>Jackson Co, FL<br>Lynn Haven, FL<br>Decatur Co, GA | Panama City, FL<br>Panama City Beach, FL<br>Bainbridge, GA |
| | 2018 Florence | Brunswick Co, NC<br>Bolivia, NC<br>Caswell Beach, NC<br>Leland, NC<br>Holly Ridge, NC<br>Sandy Creek, NC<br>Navassa, NC<br>Swansboro, NC | Onslow Co, NC<br>Jacksonville, NC<br>Duplin Co, NC<br>Richlands, NC<br>Oak Island, NC<br>Northwest, NC<br>Shallotte, NC<br>Varnamtown, NC |
| | 2017 Irma | Bonita Springs, FL<br>Edgewater, FL<br>Flagler Co, FL<br>Lake Mary, FL<br>Lake Co, FL<br>Lee Co, FL | Okeechobee Co, FL<br>Orlando, FL<br>Ormond Beach, FL<br>Sanford, FL<br>Sarasota Co, FL<br>St. Petersburg, FL<br>Sumter Co, FL |
| | 2017 Harvey | Aransas Co, TX<br>San Patricio Co, TX | Corpus Christi, TX |
| | 2016 Matthew | Hilton Head Island, SC | Long Cove POA, SC |
| | | Windmill Harbor POA, SC | Norfolk, VA |
| | 2014 AL Tornado | ACCA- Blount Co, AL | |
| | 2014 Pax – Ice Storm | Berkeley Co, SC | Dorchester Co, SC |
| | 2011 Irene | James City Co, VA<br>York Co, VA | Newport News, VA<br>Rocky Mount, NC |
| | 2005 Dennis | Bay Co, FL | Destin, FL |
| | 2005 Wilma | Ft. Lauderdale, FL | West Palm Beach, FL |
| | 2005 Rita | Calcasieu Parish / Lake Charles, LA | |
| | 2005 Katrina | Aventura, FL<br>Daphne, AL<br>Lazy Lakes, FL | Pascagoula, MS<br>Pompano Beach, FL<br>Wilton Manors, FL |
| | 2004 Ivan | Escambia Co, FL | Walton Co, FL |

# Pre-Qualified Subcontractors that worked for CrowderGulf after Major Disasters

Currently, we have subcontracts or Letters of Commitment with these Subcontractors listed below. They have worked for CrowderGulf after the Events and in the locations provided below. CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10 and 2 CFR 200.321.**

## Summary of Prime Subcontractor Activations for the past 15 Years with CrowderGulf, LLC

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| **4M Services**<br>(Alva, FL)<br>(PUSH, ROW Hauling, HaulOuts)<br>15 Activations<br>**7 Activations in FL**<br><br>**Master Subcontract # 20_1865** | 2024 Beryl | Deer Park, TX | Dickinson, TX |
| | 2023 AR Tornado | North Little Rock, AR | Sherwood, AR |
| | 2022 Ian | Bonita Springs, FL<br>Estero, FL<br>Ft. Myers, FL | Ft. Myers Beach, FL<br>Lee County, FL<br>Sanibel, FL |
| | 2022 FL Tornado | Lee County, FL | |
| | 2021 Ida | Gulfport, MS | |
| | 2020 Sally | AL DOT | Orange Beach, AL |
| | 2020 Laura | Lake Charles, LA | |
| **ABC Hauling Services / RAL Services Corp.**<br>(Miami, FL)<br>(HaulOuts)<br>33 Activations<br>**8 Activations in FL**<br><br>**Master Subcontract # 16_915** | 2024 Beryl | Montgomery Co, TX | |
| | 2022 Ian | Ft. Myers, FL<br>Ft. Myers Beach, FL | Lee County, FL |
| | 2021 Ida | St. John the Baptist Parish, LA | |
| | 2021 May Flooding | Lake Charles, LA | Calcasieu Parish, LA |
| | 2020 Laura | Lake Charles, LA<br>Dequincy, LA<br>West Lake, LA | Calcasieu Parish, LA<br>Iowa, LA<br>Vinton, LA |
| | 2020 Tornado | Nashville, TN | Chattanooga, TN |
| | 2018 Michael | Bay Co, FL<br>Jackson Co, FL<br>Lynn Haven, FL | Panama City, FL<br>Panama City Beach, FL |
| | 2018 Florence | Duplin Co, NC | |
| | 2017 Harvey | Aransas Co, TX<br>Aransas Co, TX (PPDR) | Corpus Christi, TX<br>San Patricio, TX |
| | 2016 Matthew | Hilton Head Island, SC | Thunderbolt, GA |
| | 2011 Tornado (MO) | Joplin, MO | |
| | 2011 Irene | Dare Co, NC | |
| | 2008 Ike | Bolivar Peninsula, TX<br>League City, TX | Manvel, TX |
| | 2005 Wilma | Ft. Lauderdale, FL | |
| **Ault Enterprises LLC**<br>(Bark River, MI)<br>(ROW Hauling, Waterway Debris Hauling)<br>13 Activations<br>**5 Activations in FL**<br>**(Master # 16_794)** | 2022 Ian | Lee County, FL | |
| | 2020 Zeta | Gulfport, MS | |
| | 2020 Laura | Sulphur, LA | |
| | 2018 Michael | FL Dept. of Enviro. Protection | Panama City, FL |
| | 2018 Florence | Onslow Co, NC | Swansboro, NC |
| | 2017 Irma | FL Dept. of Enviro. Protection | (Clay/Putnam, Duval, Volusia/Brevard) |
| | 2017 Harvey | Corpus Christi, TX | |
| | 2016 Matthew | FL Dept. of Enviro. Protection | Hilton Head Island, SC |
| **Barnhart Debris Removal**<br>(Magnolia, AR)<br>(PUSH, ROW Hauling, Site Work, HaulOuts, L&H, White Goods)<br>12 Activations<br>**6 Activations in FL**<br>**Master Subcontract # 17_1217** | 2022 Ian | Castleberry, FL | |
| | 2021 Ida | Audubon Institute, LA | |
| | 2020 Laura | Lake Charles, LA<br>Iowa, LA | Calcasieu Parish, LA<br>Vinton, LA |
| | 2018 Michael | Apalachicola, FL<br>Carrabelle, FL<br>Franklin Co, FL | Panama City ,FL<br>Washington Co, FL |
| | 2017 Harvey | Brazoria Co, TX | |
| **Beeghly Tree**<br>(Somerset, PA)<br>(ROW Hauling, L&H)<br>11 Activations<br>**2 Activations in FL**<br>**Master Subcontract # 20_1871** | 2023 Tornados | Edgecombe Co, NC<br>Nash Co, NC | Rocky Mount, NC |
| | 2022 Ian | Lee Co, FL | Sanibel, FL |
| | 2020 Zeta | Biloxi, MS | D'Iberville, MS |
| | 2020 Sally | AL DOT<br>Baldwin Co, AL | Fairhope, AL<br>Gulf Shores, AL |
| **C & W Trucking, Inc**<br>(Winter Garden, FL) | 2017 Irma | Casselberry, FL<br>Lake Mary, FL | Edgewood, FL<br>Lake Co, FL |

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| (HaulOuts)<br>16 Activations<br>**14 Activations in FL**<br><br>**Master Subcontract # 17_1292** | | Orlando, FL | Polk Co, FL |
| | | Sanford, FL | |
| | 2017 Harvey | Brazoria Co, TX | Montgomery Co, TX |
| | 2012 Tornado | Polk Co, FL | |
| | 2008 T.S. Fay | Brevard Co, FL | |
| | 2005 Wilma | Aventura, FL | West Palm Beach, FL |
| | 2004 Charley, Frances, Jeanne | Brevard Co, FL | Orange Co, FL |
| | | Jupiter, FL | |
| **Clinton Lumber Co. LLC**<br>Willow Springs, MO)<br>(ROW Hauling)<br>11 Activations<br>**9 Activations in FL**<br><br>**Master Subcontract # 17_1269** | 2023 Ice Storm TX | Travis County, TX | |
| | 2022 Ian | Ormond Beach, FL | |
| | 2022 FL Tornado | Lee Co, FL | |
| | 2020 Laura | Lake Charles, LA | |
| | 2018 Michael | Apalachicola, FL<br>Casselberry, FL | Franklin Co, FL |
| | 2017 Irma | Flagler Beach, FL<br>Lee Co, FL | Ormond Beach, FL<br>Panama City, FL |
| **Creel Brothers, Inc.**<br>(Franklinton, LA)<br>(PUSH, ROW Hauling, L&H, Stumps, HaulOuts)<br>21 Activations<br>**7 Activations in FL**<br><br>**Master Subcontract # 20_1863** | 2024 Beryl | Angleton, TX<br>Brazoria Co, TX | Friendswood, TX |
| | 2023 Idalia | Thomas Co, GA | |
| | 2023 Ice Storm TX | Austin, TX | Travis Co, TX |
| | 2022 Ian | Bonita Springs, FL<br>Ft. Myers, FL<br>Ft. Myers Beach, FL<br>Venice, FL | Lee County, FL<br>Le Co Public Schools, FL<br>Sanibel, FL |
| | 2022 SC Ice Storm | SCDOT | |
| | 2021 Ida | St. John the Baptist Parish, LA | |
| | 2021 TX Demo | Friendswood, TX | |
| | 2021 TX Tornado | Friendswood, TX | Sugar Land, TX |
| | 2021 LA Tornado | Calcasieu Parish, LA | |
| | 2020 Laura | Calcasieu Parish, LA | Lake Charles, LA |
| **DEH Disaster Recovery LLC**<br>(Ft. Valley, GA)<br>(ROW Hauling, L&H, Stumps)<br>24 Activations<br>**4 Activations in FL**<br>**Master Subcontract # 14_497** | 2024 Beryl | Montgomery Co, TX | |
| | 2022 Ian | Ft. Myers, FL | Lee Co, FL |
| | 2020 Sally | Baldwin Co, AL | Fairhope, AL |
| | 2018 Michael | Decatur Co, GA | Bainbridge, GA |
| | 2018 Florence | Bald Head Island, NC<br>Bolivia, NC<br>Brunswick Co, NC<br>Caswell Beach, NC<br>Leland, NC | Northwest, NC<br>Oak Island, NC<br>Shallotte, NC<br>Varnamtown, NC |
| | 2017 Harvey | Aransas Co, TX<br>Corpus Christi, TX | Nueces Co, TX |
| | 2016 Matthew | Hilton Head Island, SC | |
| | 2016 Hermine | Leon Co, FL | Tallahassee, FL |
| | 2014 Ice Storm Pax | Berkeley Co, SC | Dorchester Co, SC |
| **Four Points Recycling**<br>(Jacksonville, NC)<br>(ROW Haul)<br>9 Activations<br>**4 Activations in FL**<br>**Master Subcontract # 16_833** | 2018 Florence | Jacksonville, NC<br>North Topsail Beach, NC | Onslow Co, NC |
| | 2017 Irma | Chatham Co, GA | |
| | 2016 Matthew | Currituck Co, NC<br>Duplin Co, NC<br>Raleigh, NC | Rose Hill, NC<br>Sunset Beach, NC |
| **Four R Equipment /**<br>**Coastline Energy Resources**<br>(Miramar, FL)<br>(ROW Hauling, HaulOuts)<br>15 Activations<br>**8 Activations in FL**<br>**Master Subcontract # 12_173 / 21_1880** | 2022 Ian | Punta Gorda, FL | |
| | 2021 Ida | Calcasieu Parish, LA Waterways | |
| | 2020 Laura | Calcasieu Parish, LA | |
| | 2018 Michael | Panama City, FL | |
| | 2017 Irma | Miami Springs, FL | FL DEP Waterway Cleanup |
| | 2016 Matthew | FL Dept. of Enviro. Protection | Edgewater, FL |
| | 2016 Hermine | Tallahassee, FL | |
| | 2014 Pax (Ice Storm) | Dorchester Co, SC | |
| | 2011 Irene | Newport News, VA | |
| | 2008 Ike | Bolivar Peninsula<br>Kemah, TX | League City, TX |
| | 2005 Wilma | Pembroke Pines, FL | |
| | 2022 Ian | FL Dept. Enviro. Protection | Lee Co, FL |

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| **Gaston / Wood Resource Recovery**<br>(Gainesville, FL)<br>(PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, HaulOuts)<br>25 Activations<br>**23 Activations in FL**<br>**Master Subcontract #s 17_1468 / 20_1869** | | Port Orange, FL<br>Sanford, FL | St. Petersburg, FL |
| | 2020 Sally | AL DOT SW Region | Baldwin Co, AL |
| | 2020 Tornado | Volusia Co, FL | |
| | 2018 Michael | Bay Co, FL<br>Panama City, FL | Jackson Co, FL |
| | 2017 Irma | Fl. DEP Waterway Cleanup<br>Flagler Beach, FL<br>Flagler County, FL<br>Ormond Beach, FL | Palm Coast, FL<br>Polk Co, FL<br>St. Petersburg, FL<br>Tarpon Springs |
| | 2016 Matthew | Clay County, FL<br>Flagler Beach, FL<br>Flagler County, FL | Orange Park, FL<br>Ormond Beach, FL<br>Palm Coast, FL |
| **Gotus Trucking**<br>(Harrisville, PA)<br>(ROW Hauling, L & H, Stumps)<br>32 activations<br>**8 Activations in FL**<br><br>**Master Subcontract # 16_666** | 2024 Beryl | Alvin, TX<br>Brazoria Co, TX | Iowa Colony, TX |
| | 2023 VA Tornado | Virginia Beach, VA | |
| | 2022 Ian | Lee Co, FL | Bonita Springs, FL |
| | 2021 KY Tornado | Bowling Green, KY | Warren County, KY |
| | 2020 Zeta | Gulfport, MS | |
| | 2020 Laura | West Lake, LA | Calcasieu Parish, LA |
| | 2020 Isaias | Newport News, VA | |
| | 2020 Tornado | Nashville, TN | Chattanooga, TN |
| | 2019 Imelda | Montgomery Co, TX | |
| | 2019 Dorian | Dorchester Co, SC | |
| | 2018 Michael | Panama City, FL | |
| | 2018 Florence | Fayetteville, NC | |
| | 2017 Harvey | Aransas Co, TX<br>Corpus Christi, TX | Nueces Co, TX |
| | 2016 Matthew | Chesapeake, VA<br>Currituck Co, NC | Fayetteville, NC<br>Norfolk, VA<br>Southern Shores, NC |
| | 2016 LA Flooding | Central, LA | |
| | 2016 Tornado | Essex Co, VA | |
| | 2005 Wilma | Ft. Lauderdale, FL<br>Wilton Manors, FL | Lazy Lakes, FL |
| | 2005 Katrina | Pembroke Pines, FL | |
| **Gulf Atlantic Construction & Marine**<br>(Grand Bay, AL)<br>(DMS Site Work, HaulOuts, Sand, Dredging, Waterway, ROW Hauling)<br>17 Activations<br>**9 Activations in FL**<br>**Master Subcontract# 17_1052** | 2022 Ian | Bonita Springs, FL<br>Ft. Myers Beach, FL | Lee Co, FL<br>Sanibel, FL |
| | 2020 Sally | AL DOT SW Region<br>Baldwin Co, AL | Gulf Shores, AL<br>Orange Beach, AL |
| | 2020 Cristobal | Harrison Co, MS | |
| | 2018 Michael | Bay Co, FL<br>Dauphin Island, AL | Panama City, FL<br>Mexico Beach, FL |
| | 2017 Irma | Lake Co, FL | |
| | 2017 Harvey | Baytown, TX | Brazoria Co, TX |
| | 2017 Nate | Dauphin Island, AL | |
| **H2 Construction LLC**<br>(Waverly, MO)<br>(ROW hauling, L & H, Stumps)<br>13 Activations<br>**3 Activations in FL**<br>**Master Subcontract # 14_219** | 2024 Beryl | Bayou Vista, TX<br>Hitchcock, TX | LaMarque, TX |
| | 2022 Ian | Ormond Beach, FL | Ocoee, FL |
| | 2018 Michael | Lynn Haven, FL | |
| | 2017 Harvey | League City, TX | Nassau Bay, TX |
| | 2017 Tornado | Hattiesburg, MS | |
| | 2016 Matthew | Liberty Co, GA | Port Wentworth, GA |
| | 2016 LA Flooding | Central, LA | |
| | 2014 Ice Storm Ulysses | Greensboro, NC | |
| **HDR Trucking LLC**<br><br>(Bamberg, SC)<br>(PUSH, ROW Hauling, HaulOuts, L & H, Demo)<br>24 Activations<br>**12 Activations in FL**<br>**Master Subcontract # 14_219** | 2024 Beryl | Brazoria Co, TX | Brookside Village, TX |
| | 2022 Ian | Kissimmee, FL | Ocoee, FL |
| | 2022 SC Ice Storm Izzy | SCDOT | |
| | 2020 Zeta | Harrison Co, MS | Gulfport, MS |
| | 2018 Michael | Bay Co, FL<br>Decatur Co, GA | Jackson Co, FL<br>Bainbridge, GA |
| | 2017 Irma | Brevard Co, FL<br>Kissimmee, FL | Okeechobee Co, FL<br>Polk Co, FL |

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| | | Lake Co, FL | Sumter Co, FL |
| | 2016 Matthew | Callawassie Island, SC<br>Fripp Island, SC<br>Hilton Head Island, SC | Hilton Head (POA) SC<br>Windmill Harbour, SC |
| | 2016 Hermine | Leon Co, FL | Tallahassee, FL |
| **JTL & S Property Preservation**<br>(League City, TX)<br>(ROW Hauling, L & H,<br>White Goods, Freon Management)<br>33 Activations<br>**7 Activations in FL**<br>**Master Subcontract # 17_1020** | 2024 Beryl | Bayou Vista, TX | |
| | 2022 Ian | Bonita Springs, FL<br>Estero, FL<br>FDEM<br>Ft. Myers, FL | Ft. Myers Beach, FL<br>Lee Co, FL<br>Sanibel, FL |
| | 2021 Ida | St. John the Baptist Parish, LA | |
| | 2021 May Flooding | Lake Charles, LA | Calcasieu Parish, LA |
| | 2020 Laura | Dequincy, LA<br>Lake Charles, LA<br>West Lake, LA<br>Vinton, LA | Calcasieu Parish, LA<br>Iowa, LA<br>Sulphur, LA |
| | 2020 TX Winter Storm | Friendswood, TX | |
| | 2020 Tree work | Galveston Co, TX | |
| | 2019 Marine work | Clean Harbors | |
| | 2019 Tornado | Montgomery Co, TX | |
| | 2017 Harvey | Alvin, TX<br>Brazoria Co, TX<br>Dickinson, TX<br>Clear Lake Shores, TX<br>Friendswood, TX<br>League City, TX | La Marque, TX<br>Nassau Bay, TX<br>Seabrook, TX<br>Webster, TX<br>West Columbia, TX |
| **Last Pass Inc.**<br>(Miami, FL)<br>(ROW Hauling, L & H, HaulOuts,<br>PUSH)<br>10 Activations<br>**9 Activations in FL**<br>**Master Subcontract # 22_1883** | 2023 Idalia | Taylor Co, FL - Synergy | Ware Co, GA |
| | 2022 Ian | Bonita Springs, FL<br>Estero, FL<br>Ft. Myers, FL<br>FDEM | Ft. Myers Beach, FL<br>Lee Co, FL<br>Punta Gorda, FL<br>Sarasota Co, FL |
| **Lawn Rescue Plus**<br>(Miami, FL)<br>(ROW Hauling, L & H,<br>HaulOuts, Stumps)<br>41 Activations<br>**14Activations in FL**<br>**Master Subcontract # 16_743** | 2024 Beryl | Angleton, TX<br>Brazoria, TX<br>Dickinson, TX<br>Montgomery Co, TX | Brazoria Co, TX<br>LaMarque, TX<br>Lake Jackson, TX |
| | 2021 Ida | St. John the Baptist Parish, LA | Audubon Institute, LA |
| | 2020 Sally | Baldwin Co, AL | |
| | 2020 Laura | Lake Charles, LA<br>West Lake, LA<br>Vinton, LA | Calcasieu Parish, LA<br>West Calcasieu Port, LA<br>Iowa, LA |
| | 2020 Tornado | Nashville, TN | Chattanooga, TN |
| | 2018 Michael | FL Dept. of Enviro. Protection | Panama City, FL |
| | | Lynn Haven, FL | Parker, FL |
| | 2018 Florence | Holly Ridge, NC | Onslow Co, NC |
| | | Jacksonville, NC | Richlands, NC |
| | | North Topsail Beach, NC | Swansboro, NC |
| | 2017 Irma | Aventura, FL | FL Dept. of Env. Protection |
| | | Brevard Co, FL | Miami, FL |
| | | Cocoa Beach, FL | Miami Springs, FL |
| | | Collier Co, FL | Sunny Isle Beach, FL |
| | 2017 Harvey | Aransas Co, TX | |
| | 2016 Matthew | Hilton Head Island, SC | Windmill Harbour POA, SC |
| | 2016 Hermine | Leon County, FL | Tallahassee, FL |
| **McCombs Tree Service**<br>(Rockledge, FL)<br>(ROW Hauling)<br>9 Activations<br>**5 Activations in FL**<br>**Master Subcontract# 15_295** | 2021 Ida | Biloxi, MS Maintenance | |
| | 2018 Florence | Onslow Co, NC | Swansboro, NC |
| | 2016 Matthew | Brevard Co, FL | Cocoa Beach, FL |
| | 2016 Hermine | Leon Co, FL | Tallahassee, FL |
| | 2015 Winter Strom | Raleigh, NC | |
| | 2012 TS Beryl | Nassau Bay, FL | |
| **Michael's Tree Services**<br>(Memphis, TN) | 2022 Ian | Sarasota Co, FL | Venice, FL |
| | 2020 Sally | Fairhope, AL | AL DOT SW Region |

| Subcontractor | Storm Event | Work Location | |
|---|---|---|---|
| (ROW Hauling, L & H, DMS Site Work)<br>12 Activations<br>**10 Activations in FL**<br>**Master Subcontract # 17_1042** | 2018 Michael | Jackson Co, FL | |
| | 2017 Irma | Lauderdale by the Sea, FL<br>Lazy Lakes, FL<br>Plantation, FL | Polk Co, FL<br>Sunrise, FL<br>Tarpon Springs, FL<br>Wilton Manors, FL |
| **New Gen Environmental Group / Bil-Jim Construction**<br>(Toms River, NJ)<br>(ROW Hauling, Dredging, Demo, Waterway)<br>12 Activations<br>**3 Activations in FL**<br>**Master Subcontract # 17_1024 / 13_479** | 2021 Ida | State of New Jersey | |
| | 2020 Zeta | Gulfport, MS | |
| | 2020 Laura | Calcasieu Parish, LA | |
| | 2018 Michael | Bay Co, FL | Panama City, FL |
| | 2017 Irma | FL Dept. of Enviro. Protection | |
| | 2017 Harvey | Montgomery Co, TX<br>Dickinson, TX | Port Arthur, TX |
| | 2016 Matthew | Fayetteville, NC | Raleigh, NC |
| | 201-13 Sandy | State of New Jersey | |
| **ReclaimIt Enterprises**<br>(Greenville, TN)<br>(PUSH, ROW Hauling, L & H, HaulOuts)<br>19 Activations<br>**10 Activations in FL**<br>**Master Subcontract # 18_362** | 2022 Ian | Apopka, FL<br>Charlotte Co Public Schools<br>Estero, FL | Lee Co, FL<br>Venice, FL<br>Winter Garden, FL |
| | 2020 Zeta | Audubon Institute, LA | |
| | 2020 Delta | Iowa, LA | |
| | 2020 Sally | Orange Beach, AL<br>Spanish Fort, AL | Gulf Shores, AL |
| | 2020 Laura | Lake Charles, LA<br>Sulphur, LA | Calcasieu Parish, LA |
| | 2018 Michael | Jackson Co, FL<br>Lynn Haven, FL | Panama City, FL<br>Parker, FL |
| | 2011 Irene | James City Co, VA | |
| **Riccelli Enterprises**<br>(North Syracuse, NY)<br>(HaulOuts)<br>15 Activations<br>**10 Activations in FL**<br>**Master Subcontract # 17_1099** | 2022 Ian | Edgewater, FL<br>Ft. Myers, FL<br>Ft. Myers Beach, FL | Lee County, FL<br>Sanibel, FL<br>Volusia Co, FL |
| | 2020 Laura | Calcasieu Parish, LA | Lake Charles, LA |
| | 2020 TN Tornado | Nashville/Davidson Co, TN | |
| | 2018 Michael | Bay Co, FL<br>Panama City, FL | Parker, FL<br>Washington Co, FL |
| | 2017 Harvey | Aransas Co, TX | San Patricio Co, TX |
| **Statewide Tub Grinding/ WLW**<br>(Apopka, FL)<br>(PUSH, ROW Hauling, Stumps, HaulOuts)<br>17 Activations<br>**12 Activations in FL**<br>**Master Subcontract # 15_616** | 2022 Ian | Venice, FL | |
| | 2018 Michael | Apalachicola, FL<br>Franklin Co, FL | Carrabelle, FL<br>Parker, FL |
| | 2017 Irma | Fort Myers, FL<br>Lake Co., FL | Lee Co., FL<br>Sanibel, FL |
| | 2016 Matthew | Brevard Co, FL<br>Ormond Beach, FL | Cocoa Beach, FL |
| | 2008 Ike | Galveston Co, TX<br>La Marque, TX | Texas City, TX<br>Tiki Island, TX |
| | 2005 Wilma | Ft. Lauderdale, FL | |
| **Steadfast Services / Slick Machines (Cummings, GA)**<br>(ROW Hauling, Site Grinding, HaulOuts, Sand, Concrete)<br>5 Activations<br>**1 Activation in FL**<br>**Master Subcontract# 17_1031** | 2022 Ian | Lee Co, FL | |
| | 2017 Harvey | Port Arthur, TX | |
| | 2011 Deep Water Horizon Oil Spill | Obrien's BP Oil Spill AL | |
| | 2008 Ike | Bolivar, TX | TX GLO |
| **Waterfront Recovery LLC**<br>(Rockledge, FL)<br>Waterway Debris<br>4 Activations<br>**3 Activations in FL**<br>**Master Subcontract # 17_966** | 2021 Laura -Waterways | Calcasieu Parish, LA | |
| | 2018 Michael | FL Dept. Of Enviro. Protection | |
| | 2017 Irma | FL Dept. Of Enviro. Protection | |
| | 2016 Matthew | FL Dept. Of Enviro. Protection | |

## Anticipated Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also try to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors, and their equipment listed in our database, in relation to the State of Florida.

| Subcontractor Information | Regional | FL | US. 2024 |
|---|---|---|---|
| **Number of Registered Subcontractors** | 248 | 1049 | 3527 |
| **Subcontractor Equipment** | **Regional** | **FL** | **US. 2024** |
| Self-loading trucks | 257 | 980 | 6813 |
| Dump Trucks (16-65) | 1151 | 5408 | 19576 |
| Pick up w/ dump trucks | 350 | 1394 | 5250 |
| Knuckle-boom trucks | 88 | 691 | 3463 |
| Wheel Loader 50hp – 150hp | 401 | 1741 | 6269 |
| 5 ton Pickup truck | 390 | 1649 | 7923 |
| Hydraulic Excavator 50hp-150hp | 338 | 1402 | 7500 |
| Trailer Mounted floodlight | 53 | 289 | 1867 |
| Low-bed Trailer w/ tractor | 127 | 509 | 2395 |
| Water Truck | 48 | 205 | 1140 |
| Air Curtain Burner | 30 | 106 | 474 |
| Backhoe w/ loader 15 | 72 | 338 | 1974 |
| Dozer,2-3 yd blade/root rake blade D7 | 179 | 700 | 4018 |
| Grader, Motor, 12 ft blade 130-140hp | 46 | 165 | 869 |
| Chipper | 72 | 299 | 1622 |
| Tub Grinder 300-400 hp & 800-1000 hp | 41 | 213 | 1096 |
| Skid steer 40 hp – 80 hp | 461 | 1921 | 9121 |
| C&D Walking Floor 80-110 CY | 25 | 522 | 2190 |
| Mulch Trailer 80-110 CY | 28 | 374 | 1598 |
| Bucket Trucks | 89 | 916 | 3644 |
| Barges | 25 | 146 | 1350 |
| Work Boats | 36 | 240 | 1632 |
| Vacuum Trucks | 11 | 120 | 1839 |

| Florida Subcontractor Statistics | Regional | FL |
|---|---|---|
| Small Business | 172 | 727 |
| M/WBE, HUB, SDB or Veteran Certified | 89 | 459 |
| Push Crews | 103 | 465 |
| Debris Haulers | 195 | 799 |
| Marine Debris | 12 | 55 |
| Haul Outs | 14 | 56 |
| Grinding | 17 | 63 |
| Burning | 6 | 21 |
| Concrete Reduction | 1 | 6 |
| Recycling | 1 | 11 |
| Hazardous Material | | 8 |
| Tree Work | 27 | 101 |

## Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

***All equipment shall meet all federal, state and local regulations.***

## Additional Equipment Information

- All equipment used for this contract will be rubber wheeled, or rubber tracked unless otherwise approved by the City.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.

All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.

## Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center (EOC) to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

## Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within a safe distance (100-150 miles) from the potential area of impact. Local equipment and resources will be secured in safe locations and ready for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

## Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability,** in the disaster area and dedicate it solely to the recovery effort. The CrowderGulf Command Center is a state-of-the art Prevost bus that provides living quarters and a fully functioning office space for our key management personnel. The Command Center gives CrowderGulf the ability to position key people in disaster areas that are otherwise uninhabitable. This invaluable tool allows CrowderGulf to provide our clients with unmatched response times when it matters most.



## Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

## Sample Mobilization Parameters

Below are CrowderGulf's anticipated mobilization timelines for debris removal work. CrowderGulf has never failed to meet the end timelines for completing all projects and remains committed to meeting all timelines.

- Contacting the City's Emergency Operations Manager 48-72 hours prior to a predicted disaster event.
- Providing onsite Operation Managers to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, if requested.
- Staging personnel and equipment in close proximity to the City in order to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP or sooner as determined by the City's notice to proceed.

## SAMPLE Response and Recovery Timeline

**Debris Removal, Reduction and Disposal Operations**

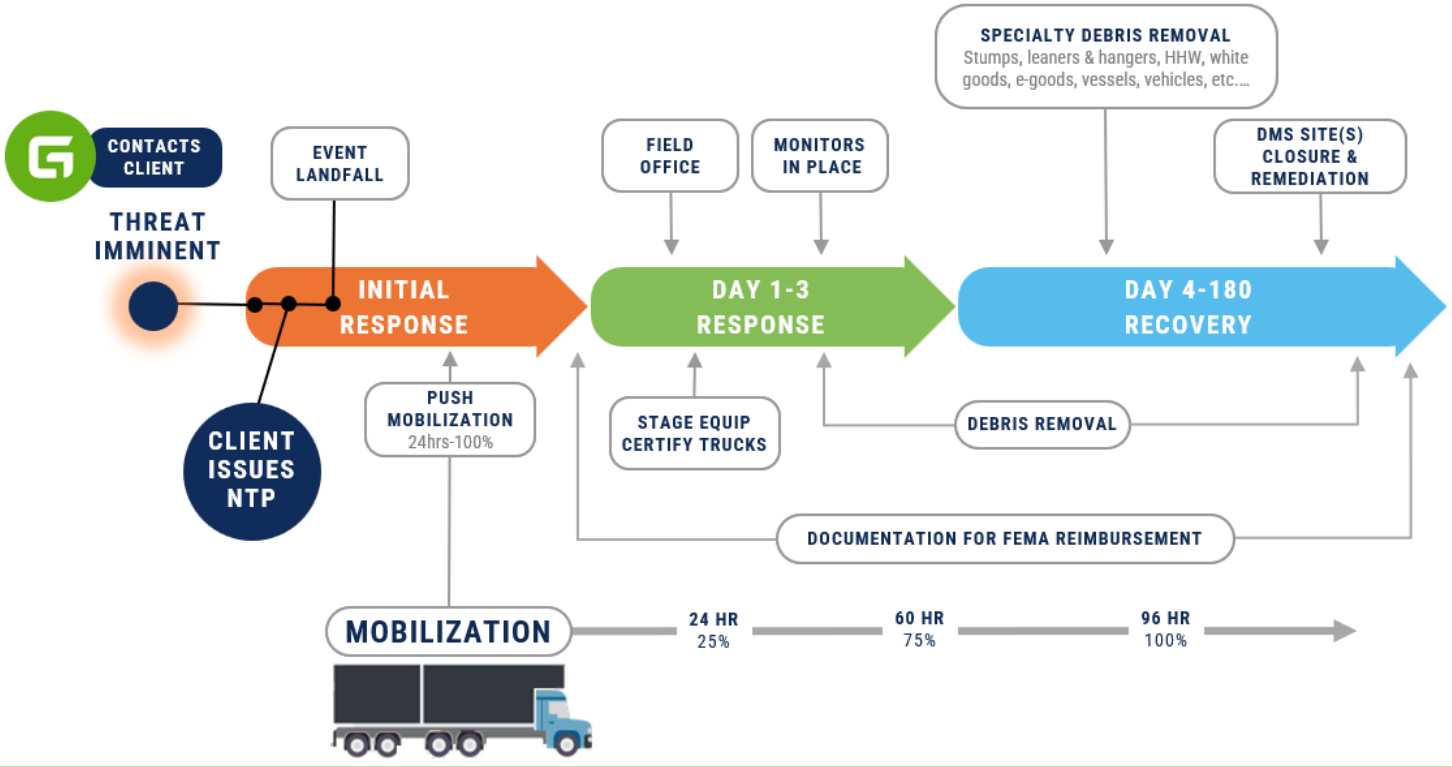


*Because each activation / disaster presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.*

## ➢ Debris Emergency Response

Debris Response activities occur immediately after an event to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate lifesaving actions within the disaster area and/or pose an immediate threat to public health and safety. The Debris Response phase includes immediate actions for the removal of debris to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event. During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 24 hours of receipt of an NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 48 hours of receiving an NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. Each "clearing crew" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One track hoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

**The safety of the clearing crews** in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

| **The following is an example a Debris Response priority list with an Operational Triage approach:** | |
|---|---|
| **Primary** | **Secondary** |
| • Fire, police, and ambulance service routes | • Major arterial routes |
| • Access routes to hospitals, trauma units, and nursing centers | • Utility access routes |
| • Routes to the emergency operations center | • Communication towers and systems access |
| • Routes to government facilities | • Routes to shelters |
| • Supply routes to emergency supply distribution centers | • Routes to the disaster debris management sites (DMS) |

*All Emergency Road Clearance Objectives will be handled with the same quality, commitment, and close-coordination CrowderGulf employs in all its operations. Priority objectives typically involve the human element of storm response, and the emergency personnel and services that are an integral part of Public Safety both before and after an event. Resources will be allocated based on exigent need, and by City request. All other feeder roads and residential streets are normally cleared as soon as the emergency and major access routes are cleared, and the City transitions to the recovery operations.*



"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

**Jesse Wright, Village Supervisor**
**Village of Wellington, FL**

## ➢ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm generated debris in order to ensure the orderly recovery of the community and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

**Important Operational Considerations:** At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the Debris Management Site (DMS) or Landfill has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean as You Go" policy.
- If possible, load debris only once and deliver it directly to the final disposal site.
- Use temporary debris management sites (DMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or, if available, publicly owned landfills for final disposal.

### Collection Methods

The fundamental component of a debris management plan is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determine which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Plantation.

Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris (veg & C&D)* allows residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts. Anytime vegetative debris is mixed with C&D, FEMA requires that the load be called C&D. When debris is mixed, recycling and reduction efforts are often prolonged and operational costs are increased when crews can separate the mixed debris.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for types of debris. If Collection Centers are used, they must be monitored to ensure that all debris is storm-related eligible debris and owned by citizens of the City.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of debris removal operations will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

## Debris Types

The City of Plantation will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA Public Assistance Program and Policy Guide. These include vegetative debris, construction & demolition (C&D) debris, hazardous waste, white goods, household hazardous waste (HHW), electronic waste, abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:




## Truck Certification

All debris hauling trucks will be certified by the City or a City representative/debris monitoring firm before any hauling begins. The inside bed dimensions of all trucks will be accurately measured, and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the truck's identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the **Documentation and Reimbursement** Section of this proposal.

## Sectoring and Crew Assignments

Upon NTP, CrowderGulf will assist the City in assessing damage and developing a specific plan of action. The damaged areas will be divided into sectors and crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

## Loading Debris

**Prerequisites for Loading Debris**:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

**Crew Composition**

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers. At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

**Crew Sizes**

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

**An example of a Crew is demonstrated in the chart below:**

| Manpower/Equipment Required | Task Responsibility | No. per Crew |
|---|---|---|
| Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs | Provide on-site management of crew to ensure quality performance, safety & maximum productivity | 1 |
| 80 - 140 CY self-loader trucks &/or 20 – 60 CY dump trucks with skilled operators, all with skilled, experienced operators | Pick up debris from curbside & haul to DMS or final disposal | 4-6 (or as area dictates) |
| Chain Saws & Experienced Operators (as needed) | Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks | 1-2 |
| Flagmen | Direct traffic flow & truck movement | 3-6 |
| Laborers | Gather small debris that loaders are unable to grasp | 2 |

## Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often, on the first pass of debris removal operations, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to "Clean as You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while on the route to disposal site
- The trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Debris Management Site (DMS).

### Repair and Maintenance Equipment

CrowderGulf can perform maintenance and repair in the field where the work is happening. In the aftermath of a disaster, circumstances may prohibit local businesses from being available. The local resources may have experienced personal and/or business damage that take priority. To guarantee that we have safe, functioning equipment at all times, CrowderGulf has built a large support system of service trucks for our company-owned equipment and subcontractor equipment, should they need assistance.




**Service Trucks** - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one-plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following:

- Air Compressors
- Lubricant
- Welding Equipment
- Exhaust and other Fluids
- Boom Cranes
- Small Tools
- Tommy-gates
- Misc. Small Parts

"From this resident, we thank you and all your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."

**Citizen, High Island, TX**

**Box Service Trucks** - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep the following supplies on hand:

- Large air compressors
- Exhaust & other fluids
- Welding Equipment
- Several sets of various size tires
- Hydraulic hose crimping machines
- Hydraulic lines
- Small tools
- Hoses
- Lubricant
- Fittings
- Lift gates
- Misc.Small Parts

### Mobile Repair Shop

CrowderGulf also owns a state-of-the-art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel-powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allow this unit to function like a full featured automotive repair shop. No matter the situation, CrowderGulf can utilize in-house assets to maintain our fleet during any size activation.

## Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a City representative in the inspection tower. The load will be "called" by the City representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.

When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the daily operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow safely into and out of the disposal site.

**Debris Hauling Prerequisites:**

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

***Note:*** *Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.*

**Safety Measures**

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crew members and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this **Debris Operations Plan.**

**Truck and Equipment Maintenance**

Well-maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops may also be utilized.

**Traffic Control**

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

**Hours of Operation**

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week, if required or requested and approved by the City.

## Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the Right of Way (ROW).

## Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Plantation to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

## Accurate Record Keeping

CrowderGulf utilizes several systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, and daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the ***Documentation and Reimbursement*** *section of this proposal.*

## Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community.

Citizens will be provided with an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens.

We will employ a Claims Resolution Person (CRP) to handle all property damage that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

## Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in always using safe practices. In the context of this proposal, the terms **"*Temporary Debris Separation and Reduction Site*"** and the term **"*Debris Management Site*" (DMS)** are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, separate, and/or process debris before it is hauled to its final disposition.

### DMS Site Selection

Site selection is probably the most important decision affecting DMS operations. CrowderGulf will work closely with the City to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City and will be in compliance with FEMA Public Assistance Program and Policy Guide for site plan development.

Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. Costs associated with the preparation, operation, and restoration of DMS's are addressed in the unit price schedule. Unless otherwise denoted, cost for DMS restoration is handled as a pass-through cost, with no markup. Site selection should be based on the following criteria:

- Ownership
- Location
- Size
- Potential for Land Lease Agreements
- Environmental and historic concerns (baseline study findings)
- Required Permits

### DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and overall success of DMS operations is determined by how the site is designed.
A minimum of the following features will be designed into the DMS plan.

- Portable toilet facilities will be conveniently located to serve the inspection towers, site crews, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Plantaation, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access to fire safety and rescue equipment will be provided to all functional sections of the site
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a stable level surface for equipment to complete the dumping process
- Sufficient area for crew to separate mixed debris, if needed

- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off-site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

## DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order Specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs, and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Prep: clearing, erosion control, grading
- Traffic Control
- Site Security,
- Safety & Segregation of debris storage areas
- Sanitation facilities
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations & chipping operations
- Location of existing structures or sensitive areas requiring protection
- HHW or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment

**The general site plan shown will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA Public Assistance Program and Policy Guide and all local, state and federal regulations and requirements.**

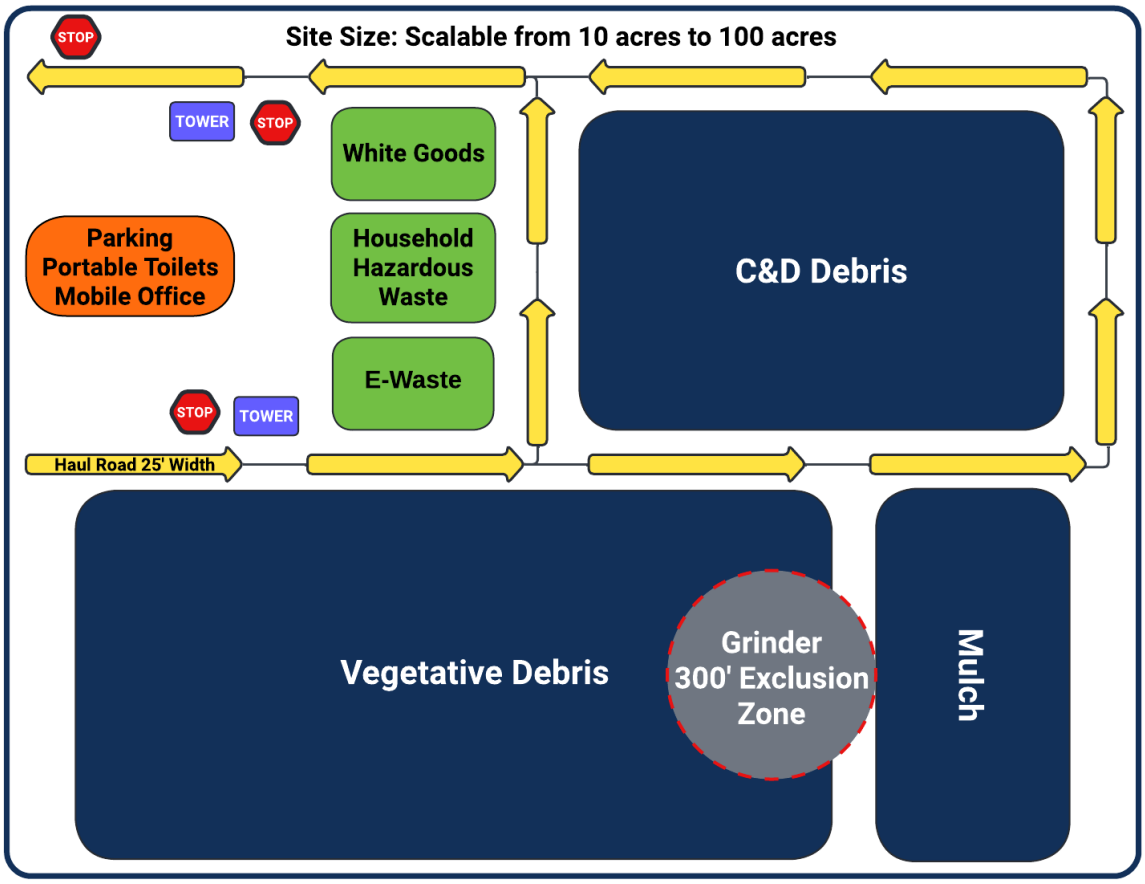

## Inspection Towers

At no cost to the City of Plantation, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25-mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer needed.

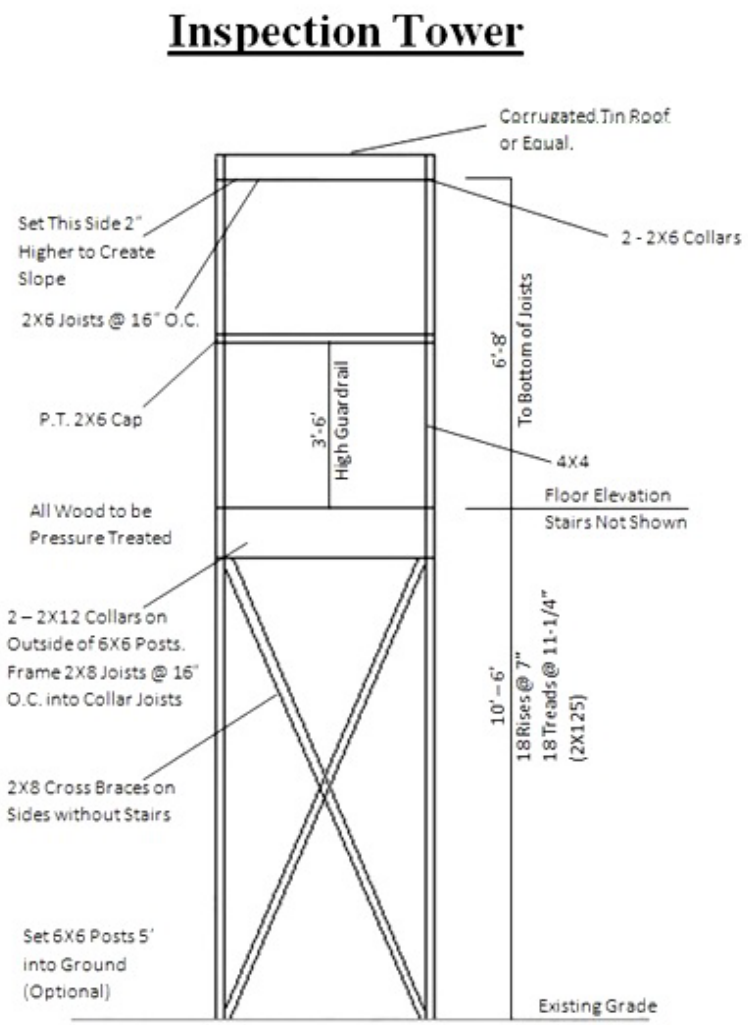




## Hazardous Materials Containment Area

In accordance with FEMA Public Assistance and Program Policy Guide, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

*Minimum Design Criteria for the Hazardous Materials Containment Area:*

- 30'x 30' in size, the perimeter lined with hay bales stacked in place
- Waterproof liner or plastic ground protection cove
- Rain and snow cover for the entire area

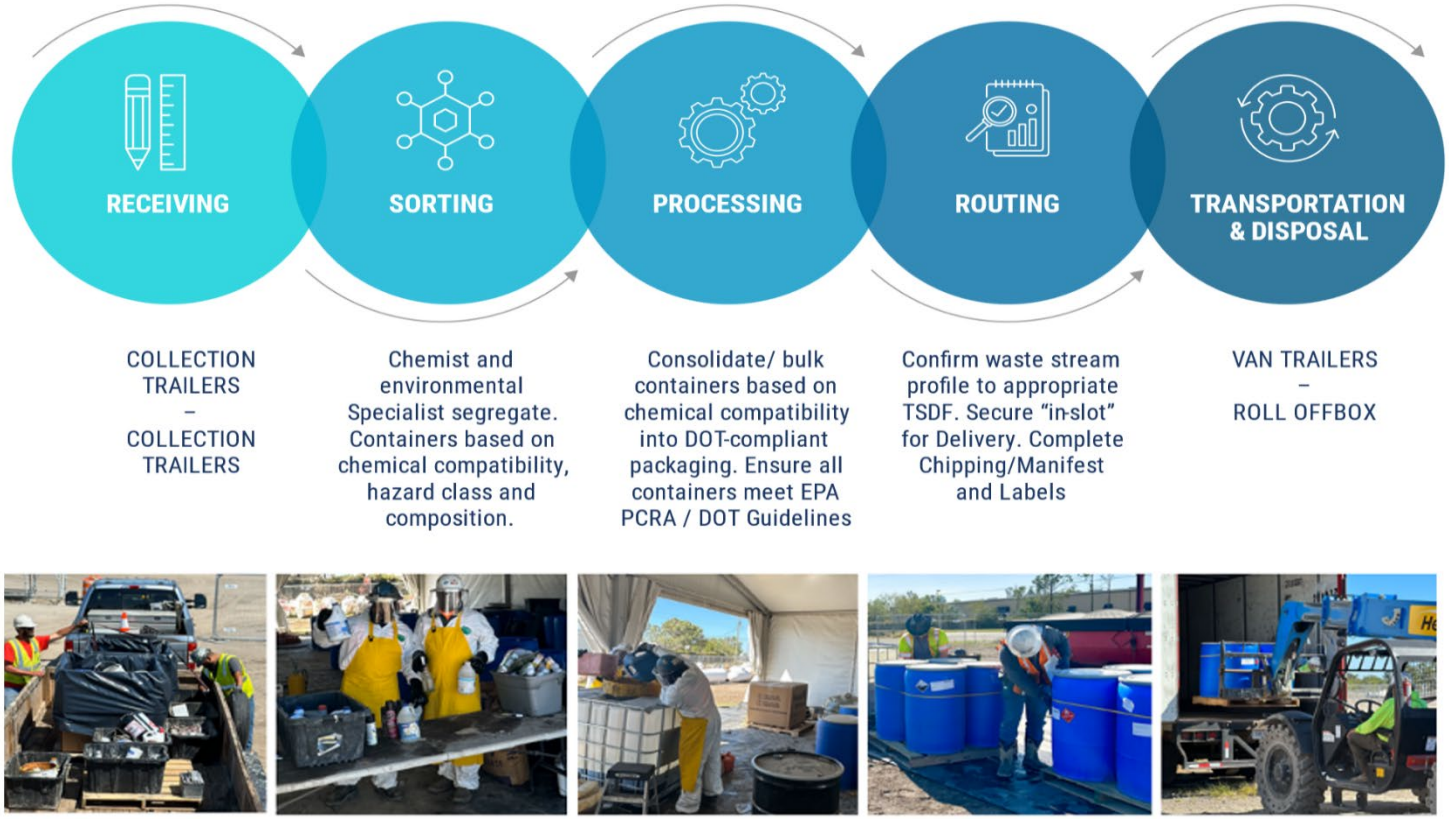

# Debris Separation and Reduction

## Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be managed in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, E-waste
- Household Hazardous Waste (HHW), Asbestos Containing Materials (ACM) and Toxic Materials/ waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

## Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.



- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduce the volume by 75%. Many times, clean chips will be recycled as bio-mass fuel. CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

- **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety concerns will be addressed within the site-specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for public safety but also for the safety of the debris operations.

A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before the anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.

The CrowderGulf **Environmental Plan** addresses and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes.
If the DMS is near an environmentally sensitive area or has any historical or cultural sites in proximity, special environmental consideration will be taken to protect and preserve such areas.

## Debris Reduction Timelines

The following **Timeline of the Debris Reduction Plan** provides an overview of tasks and identifies the time frame within which each task shall be completed.

| DEBRIS REDUCTION PLAN TIMELINE | |
|---|---|
| **TASK** | **TIME FRAME (from NTP)** |
| Conduct requirements assessment of damaged area for DMS. | Within 24 hrs. |
| Develop DMS according to Management Plan, including rd. construction, erosion control, portable office & toilet facility | Within 48 hrs. |
| Ensure that all necessary permits from the proper State agency are in place in order to perform debris storage/reduction activities on the selected site. | Within 48 hrs. |
| Construct observation platforms according to FEMA requirements | Within 48 hrs. |
| Construct grinding, burn pit, ash storage & hazardous waste storage areas | Within 48 hrs. |
| Determine the number of burners &/or grinders/chippers required per site | Within 48 hrs. |
| Ensure Hazardous Waste Plan in place | Within 48 hrs. |
| If burning is permitted, begin construction of burn pits | Within 48 hrs. |
| Complete installation of burners | Within 72 hrs. |
| Secure permits & transport grinders/chippers to designated reduction areas | Within 72 hrs. |
| Set up grinders/chippers | Within 96 hrs. |
| Maintain records of hours worked for operators, location worked, repairs, etc. | Daily |
| Ensure maintenance of burners &/or grinders/chippers | Daily |
| Make dumpsite adjustments | Daily |
| Provide daily operations reports to Project Manager & City Rep | Daily |
| Inspect DMS operations for safety & quality control monitoring | Daily & periodically |
| Handle storage & disposal of hazardous waste | As required |
| Restoration of site upon project completion to City's specifications | Upon completion of project |
| Provide for demobilization of equipment | Upon completion of all tasks |

The **Basic Debris Reduction Crew Table** provides the typical number of crew members and their responsibilities per Temporary Debris Management Site (TDMS).

| Basic Debris Reduction Crews | | |
|---|---|---|
| **Personnel / Equipment** | **Task Responsibility** | **Crew #** |
| **DMS Reduction Project Mgr.** | Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced | 1 |
| **Day Foreman** | Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman | 1 |
| **Night Foreman *(if burning)*** | Supervise crews & secure site, Monitor safety regulations & report infractions to Foreman | 1 |
| **Spotters** | Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman | 2 - 4 |
| **Flagmen** | Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman | 2 - 4 |
| **Laborers** | Assist with debris separation, if required. | 2 - 4 |
| **Water Truck w/spray nozzles & high-pressure hose** | Spray nozzles used for dust control, High pressure for hose for fire control | 1 |
| **Road Grader w/Operator** | Maintain rds. & site | 1 |
| **Onsite Fuel & Oil Storage Tanks** | Replenish equipment as needed | 2 - 4 |
| **Track Hoe w/grapple w/Operators** | Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder | 2 - 4 |
| **Bulldozer &/or Rubber Tire Loader w/Operator** | Stockpile material; Push debris with Track hoe | 2 - 4 |
| **Burner Technician / Mechanic** | Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment | 1 / Site when burning |
| **1000-1200hp Tub or Horizontal Grinder** | Grind vegetative debris | 1 / Site when grinding |
| **Grinder Operator** | Fuel tub grinder & control grinder operation. | 1 / Grinder |

## Debris Disposal

Final disposal of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

## Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled clean ash as fertilizer on farmland. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

## Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Plantation in accordance with all federal, state and local laws.

**Experience with Specialty Debris -** CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **Abandoned Vehicles and Vessels; Animal Carcass Removal, Demo Asbestos Containing Materials; Electronic waste (E-Waste); Freon and White Goods; Household Hazardous Waste (HHW); and Waterway (Sand, Beach, and Wet Marine Debris).** As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use SET Environmental, Inc., a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

The table below shows the **number of clients requiring specialty debris** removal in recent years:

| Year | Event | # of Clients | E-Waste | Freon / White Goods | HHW | Abandoned Vehicles / Vessels | Demo / Asbestos Materials | Waterway Sand/Beach Marine Debris |
|---|---|---|---|---|---|---|---|---|
| 2023 | Red Tide / Fish Kill | 2 | | | | | | X |
| 2022 | Hurricane Ian | 6 | X | X | X | | | X |
| 2021 | Flooding & Storms | 3 | X | X | | | | |
| 2020 | Hurricane Laura | 8 | X | X | X | | | X |
| 2020 | Hurricanes Sally, Hanna; Tropical Storm (TS) Cristobal | 14 | X | X | X | X | | X |
| 2020 | Demo Project | 1 | | | | | X | |
| 2019 | TS Imelda | 1 | X | X | | | | |
| 2019 | Misc. & Special Project | 2 | | | | | | X |
| 2018 | Hurricanes Michael & Florence | 13 | X | X | X | | X | X |
| 2018 | Red Tide / Fish Kill | 7 | | | | | | X |
| 2017 | Hurricane Irma | 6 | X | X | | | | X |

## Debris Recycling Plan

Based on the debris management goals and objectives of the City of Plantation, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that

the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

## Vegetative Debris

The vast number of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

CrowderGulf has over 50 years of experience regarding innovative recycling opportunities. In many cases, CrowderGulf can work with local resources to find secondary uses for wood chips, as opposed to sending them to a landfill. Recent examples include:

- After 2023 Hurricane Ian, CrowderGulf disposed of over 100,000 cubic yards of reduced vegetation (mulch) on Pine Island in Lee County, Florida, through the use of "beneficial-use" agreements for final disposition. CrowderGulf serviced nearly 30 agricultural Small Business Enterprises (SBEs) throughout Lee County, including Matlatcha, Bokeelia, and St. James City, by providing mulch to assist in critical restoration efforts on their properties. This process streamlined CrowderGulf's final disposal efforts on Pine Island, provided a cost-efficient solution to Lee County by mitigating the need for long, off-island hauls, and assisted Lee County agricultural SBE's in their rebuilding efforts post-Ian.
- After Hurricane Ian, mulch was taken to various composting facilities where they were used to make compost that benefited local nurseries and the agricultural industry.
- After Hurricanes Michael in 2018 and Isaac in 2012, local paper mills utilized clean wood chips for bio-mass fuel.
- After the historically active storm seasons of 2003 and 2004, CrowderGulf shipped clean wood chips to Italy to be used as bio-mass fuel.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, sawmills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted, split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. **Every effort will be made to move chips to organic fuel users in a wide area.** CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. **CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast**. When CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in proximity.
6. If local laws and regulations permit, CrowderGulf may secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that have been tested and free of contamination, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farmland.

## C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

## Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to the existing grade. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass-through cost. In addition, if groundwater and / or soil testing are required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

CrowderGulf's debris management and site remediation capabilities are highlighted in the pictures below. The Wa-Ke Hatchee DMS in Lee County, Florida received, managed, reduced by grinding, and facilitated the final disposition of over **one million CY** of debris from Hurricane Ian. This site was 1 of 18 DMS utilized in CrowderGulf's ground zero operations in Lee County after Hurricane Ian.

**2022 Hurricane Ian Cleanup**
**Wa-Ke Hatchee DMS Located in Lee County, FL:**
**<u>90 Days into Operations</u>**



**2022 Hurricane Ian Cleanup**
**Wa-Ke Hatchee DMS located in Lee County, FL**
**<u>Remediated</u>**



# ➢ Documentation and Reimbursement

CrowderGulf has always been successful in supporting our clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement.
Superior record keeping using the best available technology from the beginning to the end of the project is critical. Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA Public Assistance Program and Policy Guide will be followed and serve as the foundation of our documentation and accounting systems.

## Monitoring Companies and Electronic Ticketing

Monitoring Companies are often contracted by the Client to serve as their representative in monitoring and documenting all debris work. All experienced, credible monitoring companies use an Automated Debris Management System (ADMS) that captures all required information for FEMA reimbursement. CrowderGulf has vast experience working with numerous monitoring companies and is familiar and compatible with their programs, processes and procedures. It is important that CrowderGulf and the City's representative (i.e., the monitoring company) establish and maintain a positive and professional relationship throughout the project. This is necessary for the communication flow to be open with the central focus on making sure all documentation for eligible work is accurate, timely, and readily accessible to the City.

## Documentation for Debris Hauling

To maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

### Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA guidelines. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- The City's representative / monitoring company measures the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment is affixed with placards displaying the owner's name, equipment number and certified capacity
- The City's representative/monitoring company may attach a unique bar code to the truck placard of each truck as part of their ADMS program
- Photo documentation is provided for each hauling truck and driver
- An electronic Capacity Certification Log is maintained in the field as a quality control tool

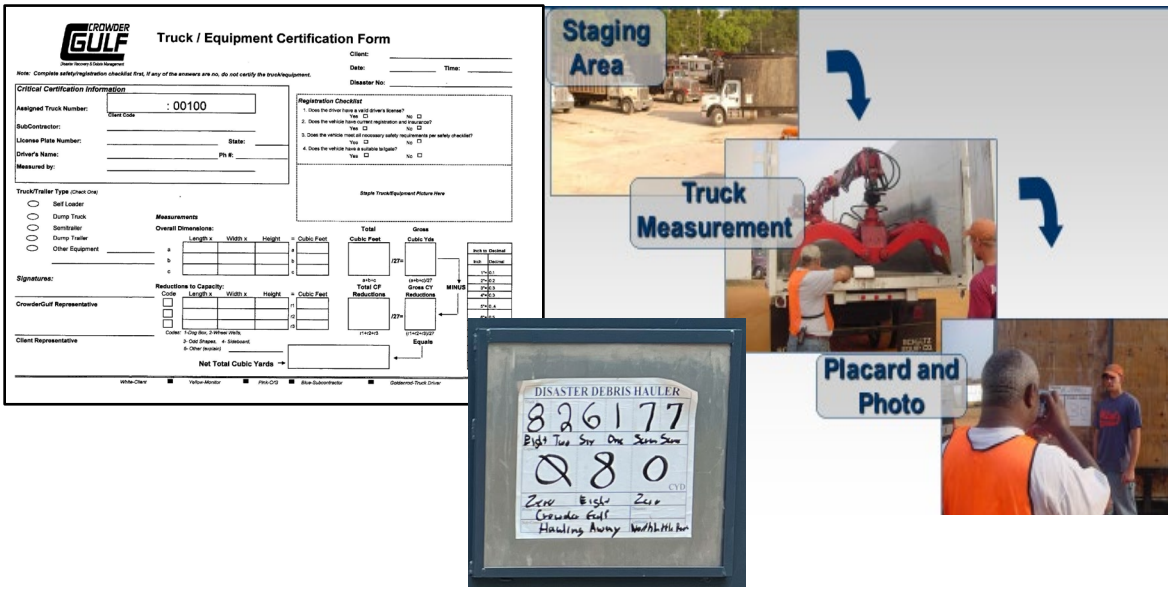

### Phase 2 - Debris Load Ticket Completion

The load ticket is the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. This information is now provided electronically by the client's monitoring company.

- Debris monitors in the field initiate the electronic ticket process by entering the truck number, the debris type, and the debris pick-up address/location.
- When the driver arrives at the DMS or the Final Disposal Site, the tower monitor will complete the electronic ticket information by determining and entering the debris load amount.
- While the debris hauler may receive a paper copy of the load information, CrowderGulf provides the data electronically including a digital copy of each ticket.
- CrowderGulf downloads and saves electronic information from the monitoring company's secure website in real-time or the same day as debris loads are hauled.

If a client decides to self-monitor and not use ADMS, the process is the same and includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) inspects each loaded truck; legibly and accurately records the required information on a multiple-copy paper ticket and provides the debris hauler with a partially completed ticket that the driver takes to the DMS/final disposal site.
- City representative(s) in inspection tower at the DMS or final disposal site(s) take the ticket from the driver and complete the required disposal information.
- City representative(s) retain the original completed ticket, and a copy is provided to the driver and a CrowderGulf representative.
- CrowderGulf field office personnel process the tickets by sending electronic copies to the Home Office for additional quality control checks, data entry and storage.

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired that represents the City (monitoring company), while still maintaining the same quality of information and satisfying all FEMA requirements.

## Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA Public Assistance Program and Policy Guide will be kept for each project.

## Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

## Reports and Information

Reports track debris through completed work to support ongoing project planning. CrowderGulf has the expertise and capability to tailor reports to the unique specifications of any project or its components. These reports can be quickly developed to capture specific data requested by the City, serving as a valuable tool for decision-making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

## Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing.

This process is ongoing and includes the following:

- All subcontractors are required to submit weekly invoices to CrowderGulf.
- The CrowderGulf Documentation team reviews subcontractors' weekly invoices, comparing the total debris amounts and the number of debris loads per truck with the data downloaded from the monitor's ADMS website.
- Any discrepancies are immediately resolved with the monitoring company and with the subcontractor.
- Throughout the project, resolution of all discrepancies continues with the subcontractors and the monitoring company.
- When the reconciling of a set of data is completed, CrowderGulf submits the invoice to the monitoring company.
- Any remaining discrepancies are resolved between the monitoring company and CrowderGulf.
- The monitoring company then submits the invoice to the Client.
- CrowderGulf complies with the Client's contract requirements regarding the frequency that invoices are submitted.

Invoices can be provided in different ways such as a dollar limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences of the Client/Monitoring Company.

Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and a Client's available resources, the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf can accommodate these situations due to our strong financial stability.

### Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access when FEMA audits the work.

### FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to ensure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with cities, counties, states and agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All our time and assistance were provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them
to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), and FEMA's Public Assistance Program and Policy Guide (incorporating FEMA Debris Management Guide (FEMA 325), and the Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures.
Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

## Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Florida Department of Environmental Protection
- Florida Department of Health
- Florida Department of Transportation

# ESSENTIAL SUPPORT FUNCTIONS

## ➢ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Regional Directors and Project Managers will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the City & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are tailored to meet the unique needs of each client. CrowderGulf excels in assessing these needs and delivering the necessary knowledge and training for a successful event. For clients requiring training and plan development specific to their geographical location, CrowderGulf offers more in-depth sessions. These comprehensive sessions include PowerPoint presentations, handouts, and tabletop exercises. During these sessions, CrowderGulf assists decision-makers in making informed choices about DMS needs and locations, the potential benefits of acquiring a monitoring firm, and identifying any previously unrecognized concerns.

"CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need…They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match."

**Mark Claypoole**
**Gotus Trucking, LLC**

## ➢ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10.** Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.

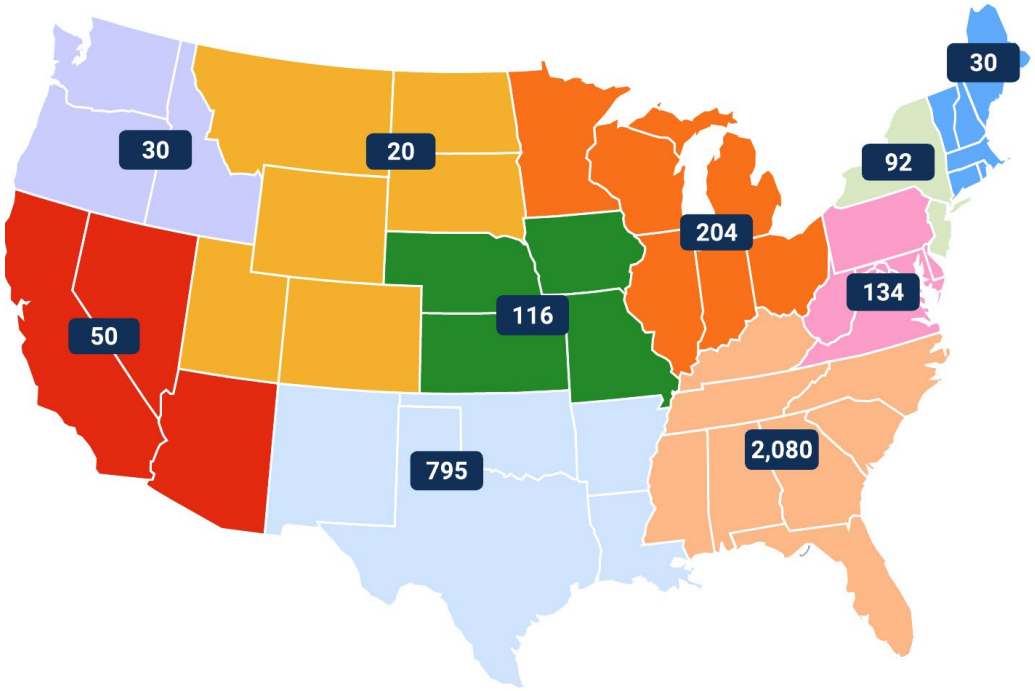


### Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to ensure notification through local media and organizations.
3. Promote subcontracting only with assured compliance with equal opportunity hiring.
4. Provide all subcontractors with a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women-owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.

9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed the goals and expectations of the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all the requirements set forth by the Client.

## Subcontracting Policy

It is standard policy that all subcontractors comply with all the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full working days after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

### Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as Minority/Women-owned Business Enterprises (M/WBE) utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. To clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

### Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
   a. Verification through one or more of the following websites:

- *The **System for Award Management** (SAM) is **a Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (https://www.sam.gov/ )*
- *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
- *Dun and Bradstreet, (https://sso.dnbi.com)*

*b.* Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.

*c.* Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.

2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services like our scope of work. Initial contact is made by phone then followed by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentation will be considered for inclusion in the final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in the proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

## Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

## Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed the goals and expectations of the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200.**

## Affirmative Steps Include:

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

## Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To ensure the same Quality Control and efficient operations for the City, CrowderGulf's Management Team will rely on National Incident Management Systems (NIMS) protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education in Federal Rules and Regulations as they pertain to debris removal operations.

## Minority/Small Business Enterprise (M/SBE) Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

| 2024 FL Region 5 Potential Subcontractors | City | ST | Zip | SB | WO | VET | SDV | HUB | SDB |
|---|---|---|---|---|---|---|---|---|---|
| 4 Jays Land Services, Inc. | Debary | FL | 32713 | 1 | | | | | |
| 5B Land Clearing & Hauling | Fort Pierce | FL | 34951 | | 1 | | | | |
| A & C Land Development, Inc. | New Smyrna Beach | FL | 32168 | 1 | | | | | |
| A & M Contracting, Inc. | Oviedo | FL | 32765 | 1 | | | | | |
| A Environmental & Recycling Services, Inc. | Deland | FL | 32724 | 1 | | | | | |
| A-1 Tractor Service | Port Orange | FL | 32127 | | | | | | |
| ABC Land Clearing & Development, Inc | Cocoa | FL | 32922 | 1 | | | | | 1 |
| Above All Tree Service, LLC | Leesburg | FL | 34748 | 1 | 1 | | | | |
| Above and Beyond Landscaping | Palm City | FL | 34991 | 1 | | | | | |
| Absorbent & Safety Solutions | Longwood | FL | 32750 | 1 | | | | | |
| Ace Staffing Unlimited Inc. | Mt. Dora | FL | 32757 | 1 | 1 | | | | |
| Advance Tree Pros | Winter Park | FL | 32792 | | | | | | |
| Advance Tree Pro | Winter Park | FL | 32792 | 1 | | | | | |
| All Builders Debris Removal & Restoration, LLC. | Winter Park | FL | 32789 | 1 | | | | | |
| All Clear Site Prep | Palm City | FL | 34990 | 1 | | | | | |
| All Done Site Services, Inc | Orlando | FL | 32806 | 1 | | | | | |
| All For You Landscape & Maintenance, Inc. | Fort Pierce | FL | 34981 | | | | | | |
| All Pro Custom Paint & Pressure Washing, Inc | Palm Bay | FL | 32905 | | | | | | |
| All Refuse Management | Melbourne | FL | 32940 | | | | 1 | | |
| All Seasons Lawnscapes LLC | Fellsmere | FL | 32948 | | | | | | |
| Allied Trucking of Florida | Orlando | FL | 32811 | | | | | | |
| Amax Tree & Land Clearing | Longwood | FL | 32779 | | 1 | 1 | | | |
| American Made Disposal, LLC | Stuart | FL | 34997 | 1 | 1 | | | | |
| AMS Site Work | Satellite Beach | FL | 32907 | 1 | | | | | |
| Any & Everything Goes, Inc. | Apopka | FL | 32703 | 1 | | | | | |
| AOW & Associate | Rockledge | FL | 32955 | | 1 | | 1 | | |
| Apex Trucking of Edgewater, Inc. | Orange City | FL | 32763 | 1 | | | | | |
| Arrowhead Land Clearing | Orlando | FL | 32824 | 1 | | | | | 1 |
| Atlantic Custom Landscapes, Inc. | Fort Peirce | FL | 34951 | 1 | | | | | |
| Bach Logistics Inc | Leesburg | FL | 34748 | 1 | | | | | |
| Back Forty, Inc. | Ft. Pierce | FL | 34982 | 1 | 1 | | | 1 | 1 |
| Balkom Excavating | Deland | FL | 32720 | 1 | | | | | |
| Barnes, Ferland & Associates, Inc. | Orlando | FL | 32803 | 1 | | | 1 | | |
| BE Corp | Eustis | FL | 32726 | 1 | | | | | |
| Bell-Morr Excavating, Inc. | S. Daytona | FL | 32119 | 1 | | | | | |
| Bender Trucking | Orlando | FL | 32861 | 1 | | | | | |

| 2024 FL Region 5 Potential Subcontractors | City | ST | Zip | SB | WO | VET | SDV | HUB | SDB |
|---|---|---|---|---|---|---|---|---|---|
| Bennett Restoration Corporation | Orlando | FL | 32811 | | 1 | | | | |
| Big League Landscape of Daytona Beach | Ormond Beach | FL | 32174 | 1 | | | | | |
| Blankenbaker Land Service, Inc. | Ft. Pierce | FL | 34954 | 1 | | | | | |
| Blue Bell Landscaping, Inc. | Merritt Island | FL | 32952 | 1 | | | | | |
| Blue Ridge Recovery | Intercession | FL | 33848 | 1 | 1 | | | | |
| Blue Water Dynamics, LLC. | Edgewater | FL | 32132 | 1 | | | | | |
| Bob Tim & David's Lawn & Landscaping Inc | New Smyrna Beach | FL | 32168 | 1 | | | | | |
| Booker's Land Management | Christmas | FL | 32709 | 1 | | | | | |
| BrightView Landscape Services, Inc. | Orlando | FL | 32811 | | | | | | 1 |
| Bull Lathrom and Sons Trucking, Inc. | Edgewater | FL | 32132 | 1 | | | | | |
| Bunnell's Services | Fellsmere | FL | 32948 | 1 | | | | | |
| C & C Site Prep | Belle Isle | FL | 32812 | | | | | | |
| C & W Trucking, Inc. | Winter Garden | FL | 34787 | | | | | | |
| C.E. Hood Construction | Vero Beach | FL | 32969 | 1 | | | | | |
| C.E.M Enterprises, Inc. | Apopka | FL | 32703 | 1 | | | | | |
| Carlton's Tree Service | Port Saint Lucie | FL | 34984 | 1 | | | | | |
| Catfish Development Solutions | Ft. Pierce | FL | 34946 | 1 | 1 | 1 | 1 | | |
| CCI Construction of Brevard Inc. | Melbourne Beach | FL | 32951 | | | | | | |
| CCNK LLC | Melbourne | FL | 32935 | 1 | | | | | |
| CCS Corporation | Palm City | FL | 34990 | 1 | | | | | |
| CDI Group USA | Fort Pierce | FL | 34946 | | 1 | | | | |
| CDM Trucking, Inc. | Palm Bay | FL | 32909 | 1 | | | | | |
| Cecil Field, Inc | West Melbourne | FL | 32904 | 1 | | | | | |
| Central Hauling & Excavating, Inc. | Winter Garden | FL | 34787 | 1 | 1 | | | | |
| Charlie's Grading Service, Inc. | Deltona | FL | 32725 | 1 | | | | | |
| Ciotti's Lawns & More for Life Inc. | Sanford | FL | 32773 | 1 | | | | | |
| Clean Cut Tree Service & Stump Inc. | Melbourne | FL | 33907 | 1 | | | | | |
| Clear Zone Maintenance | Vero Beach | FL | 32967 | | | | | | |
| Cloer & Son's Landclearing | Edgewater | FL | 32132 | 1 | | | | | |
| Cloud 9 Services | Orlando | FL | 32805 | 1 | 1 | | | | |
| Complete Maintenance Care | Saint Cloud | FL | 34771 | 1 | | | | | |
| Cottom's A-1 Sod, Inc | Weirsdale | FL | 32195 | 1 | | | | | |
| County Line Services, LLC | Ormond Beach | FL | 32173 | 1 | | | | | |
| Cray Marine Construction | St. Cloud | FL | 34772 | | | | | | |
| Cruz Trucking, Inc. | Clermont | FL | 34711 | 1 | | | | | |
| CSA International, Inc. | Stuart | FL | 34997 | | | | | | |
| CST Environmental, LP | Orlando | FL | 32824 | | | | | | |
| D & D Tractor & Truck Service, Inc. | Orlando | FL | 32805 | 1 | | | | | |
| David Outar Trucking, Inc. | Ocoee | FL | 34761 | | | | | | |
| David Stout Handyman | Port Orange | FL | 32127 | | | | | | |
| Design Build Engineers & Contractors, Corp | Orlando | FL | 32803 | 1 | | | | | 1 |
| Diversified Ecological Sales & Services, Inc. | Winter Park | FL | 32792 | 1 | | | | | |
| Divine Designs, Inc. | Edgewater | FL | 32132 | | | | | | |
| Double "J" Bobcat Service, LLC | Port St. Lucie | FL | 34953 | 1 | | | | | |
| Double AA Transportation, Inc. | Mount Dora | FL | 32757 | | | | 1 | 1 | |
| Doug Connor, Inc. | Melbourne | FL | 32936 | | | | | | |
| Downer's Concrete & Construction | Sanford | FL | 32771 | 1 | | | | | |
| Drinkwater & Drinkwater, Inc. | Orlando | FL | 32833 | 1 | | | | | |
| DS Transportation, Inc. | Sanford | FL | 32771 | 1 | | | | | 1 |
| Dustin Jones Lawn & Landscaping | Grant | FL | 32949 | 1 | | | | | |
| DWC Outdoors & Hauling, Inc. | Minneola | FL | 34715 | | | | | | |
| E. D. Ackell Trucking Inc. | Stuart | FL | 34997 | 1 | | | | | |
| East Coast Trees | New Smyrna Beach | FL | 32168 | 1 | | | | | |
| East Seminole Trucking, Inc. | Geneva | FL | 32732 | 1 | | | | | |
| Eastern Security Inc. | Orlando | FL | 32810 | | | | | | |
| EDS Construction Corp | Clermont | FL | 34711 | 1 | | | | | |
| Ellis Enterprise, LLC | Orlando | FL | 32818 | 1 | | | | | |
| EMC Divers Inc | New Smyrna Beach | FL | 32168 | 1 | | | | | |
| Emergency Services 24, Inc. | Orlando | FL | 32801 | 1 | | | | | |
| Enviro Tree Service | Apopka | FL | 32712 | 1 | 1 | | | | |
| Enviro-USA | Cocoa | FL | 32926 | 1 | | | | | |
| Evans & Sons Inc. | Hobe Sound | FL | 33455 | | 1 | | | | |
| Excavation Transportation | Orange City | FL | 32774 | | 1 | | | | |
| Express Employment Professionals | Melbourne | FL | 32935 | 1 | 1 | | | | |
| F & S Land Clearing & Demolition | Oviedo | FL | 32765 | 1 | | | | | |
| First Response Maintenance LLC | Orlando | FL | 32833 | 1 | | | | | |
| Flo-Mac, Inc. | Ft. Pierce | FL | 34945 | | | | | | |
| Florida Earth Movers LLC | Ormond Beach | FL | 32174 | 1 | | | | | |
| Florida Retrofits, Inc. | Palm Bay | FL | 32905 | | | | | | |

| 2024 FL Region 5 Potential Subcontractors | City | ST | Zip | SB | WO | VET | SDV | HUB | SDB |
|---|---|---|---|---|---|---|---|---|---|
| Floridian Outdoor Services, Inc. | Ft. Pierce | FL | 34951 | | | | | | |
| FLP | Orlando | FL | 32803 | 1 | | | | | |
| Foshee construction Co. Inc. | Minneola | FL | 34715 | | | | | | |
| Freddie's Landscaping | New Smyrna Beach | FL | 32168 | 1 | | | | | |
| Fuzion Group INC | Tampa | FL | 33614 | 1 | | | | | |
| Gallegos Trucking, Inc. | Ft. Pierce | FL | 34945 | | | | | | |
| Garna Engineering | Orlando | FL | 32807 | 1 | | | | | |
| GEL Recycling Inc | Orange City | FL | 32763 | | | | | | |
| Glopaq Solutions LLC | Sanford | FL | 32771 | 1 | | | | | |
| Go Digga Inc | Fellsmere | FL | 32948 | 1 | | | | | |
| Green Innovative Solutions Inc (GIS) | Fruitland Park | FL | 34731 | 1 | 1 | 1 | | | |
| Green Thumb Landscaping, Inc | W. Melbourne | FL | 32904 | 1 | | | | | |
| Harrack Trucking and Land Clearing | Cocoa | FL | 32926 | | 1 | | | | |
| Haulin Dixon LLC | Hobe Sound | FL | 33455 | | | | | | |
| Hearn Debris Removal, LLC | Cocoa | FL | 32922 | 1 | 1 | | | | |
| Helping Hand Lawn Care, Inc. | Sorrento | FL | 32776 | 1 | 1 | | | | |
| Holland Pump Co. | Orlando | FL | 32824 | 1 | 1 | | | | |
| HSA Golden | Orlando | FL | 32801 | 1 | | | | | |
| Integrity Lawn Service | Melbourne Beach | FL | 32951 | 1 | | | | | |
| J & L Hays Inc. | Edgewater | FL | 32141 | 1 | | | | | |
| J. Malever Construction Co. | Groveland | FL | 34736 | 1 | | | | | |
| Jarvis Property Restoration | Vero Beach | FL | 32966 | | | | | | |
| JCB Construction, Inc. | Orlando | FL | 32805 | | | | | | |
| JDMF, LLC | Gotha | FL | 34734 | 1 | | | | | |
| Jeannie Labor Cont Inc. | Eustis | FL | 32736 | | | | | | |
| Jerry's Tree Service, Inc. | Mims | FL | 32754 | 1 | | | | | |
| JLS Site Development, LLC. | Lake Monroe | FL | 32747 | 1 | | | | | |
| John and Tom Unlimited, LLC | Orlando | FL | 32820 | 1 | | | | | |
| Jr. Davis Construction Co., Inc. | Kissimmee | FL | 34741 | | | | | | |
| K&L Grading Inc | Longwood | FL | 32750 | | | | | | |
| Kathy Jakubcin Const WBE | Oviedo | FL | 32762 | | 1 | | | | 1 |
| Kessler Hauling Inc | Ft. Pierce | FL | 34982 | 1 | | | | | |
| Kisner Trucking, Inc. | Melbourne | FL | 32901 | 1 | | | | | |
| KNC Site Services, LLC | Astor | FL | 32102 | 1 | | 1 | | | |
| Kona Construction & Consulting, LLC | Indian Harbor Beach | FL | 32937 | 1 | | | | | |
| KSI Environmental | Mims | FL | 32754 | | | | | | |
| L & S of Volusia Inc. | Smyrna Beach | FL | 32168 | 1 | 1 | | | | |
| Landpro Outdoors of Central FL, LLC | Sanford | FL | 32771 | 1 | | | | | |
| Larkin Landscape, Irrigation | Clarcona | FL | 32710 | 1 | | | | | |
| Lloyd & Johnson Company | Apopka | FL | 32712 | 1 | | | | | |
| LMB Land Clearing LLC | Ft. Pierce | FL | 34945 | 1 | | | | | |
| LMS Tractor Svcs, LLC | Seville | FL | 32190 | | 1 | | | | |
| LNA Maintenance | Ft. Pierce | FL | 34982 | 1 | | | | | |
| Long Agriculture Service, Inc. | Polk City | FL | 33868 | 1 | | | | | |
| Lopez Trucking | Port Saint Lucie | FL | 34986 | 1 | | | | | |
| M&S Services of Florida, Inc. | Vero Beach | FL | 32969 | 1 | | | | | |
| MAB Trucking | Kissimmee | FL | 34743 | 1 | | | | | |
| Mark W. Rice Inc. | Deltona | FL | 32738 | 1 | | | | | |
| Marlo Design & Construction, Inc | Rockledge | FL | 32955 | | | | | | 1 |
| McCombs Tree Service | Rockledge | FL | 32956 | 1 | | | | | |
| McLane Excavating, Co. | Pierson | FL | 32180 | 1 | | | | | |
| Michael Smith Inc. | Ft. Pierce | FL | 34947 | 1 | | | | | |
| Middle River Barge (David Van Nest) | Rockledge | FL | 32955 | 1 | | | | | |
| Mid-State Trucking Inc. | Windermere | FL | 34786 | 1 | 1 | | | | |
| Miguel A. Marcias Lawn Service, Inc. | Fort Pierce | FL | 34945 | 1 | | | | | |
| Missy & Mossy, LLC. | Leesburg | FL | 34749 | 1 | 1 | | | | 1 |
| More Time To Bid | Palm City | FL | 34990 | 1 | | | | | |
| Mr. Restore Services, Inc. | Vero Beach | FL | 32929 | 1 | | | | | |
| Multi-Trade Contractors Inc | Cocoa Beach | FL | 32922 | 1 | | | | | |
| N.A.C.S. | Melbourne | FL | 32934 | | | | | | |
| Nail Farms, Inc. | Melbourne | FL | 32934 | | | | | | |
| National Storm Recovery, LLC. | Astatula | FL | 34705 | | | | | | |
| National Waste Management, Inc. | Port Orange | FL | 32128 | | | | | | |
| Native Sun Lawn Service, LLC. | Oviedo | FL | 32765 | | | 1 | | | |
| Newcomb Enterprises | De Leon Springs | FL | 32130 | 1 | | | | | |
| Nicks Bobcat & Demolition Services Inc. | Orlando | FL | 32804 | | 1 | | | | |
| Nicola Transport & Excavating, Inc | Ocoee | FL | 34761 | | | | | | 1 |
| NSB Outdoors | New Smyrna Beach | FL | 32168 | 1 | | | | | |
| NSB Recycling, LLC. | Edgewater | FL | 32132 | 1 | | | | | |

| 2024 FL Region 5 Potential Subcontractors | City | ST | Zip | SB | WO | VET | SDV | HUB | SDB |
|---|---|---|---|---|---|---|---|---|---|
| O Town Plastering, Inc. | Apopka | FL | 32703 | 1 | 1 | | | | |
| Optimum Services, Inc. | Indiantown | FL | 34956 | 1 | | 1 | | 1 | |
| Palm Bay Tree Service Inc. | Palm Bay | FL | 32905 | 1 | | 1 | | | |
| PCPI Services, Inc. | Oviedo | FL | 32765 | | 1 | | | | 1 |
| Pence Land Materials II, LLC | Palm Bay | FL | 32905 | 1 | | | | | |
| Phillip Osman Trucking, Inc. | Apopka | FL | 32703 | | | | | | 1 |
| Portable Air LLC | Cocoa | FL | 32926 | | | | | | |
| Powell's Lawn & Landscape, LLC. | Minneola | FL | 34715 | 1 | | | | | |
| Powers Land Grading | Merritt Island | FL | 32952 | 1 | | | | | |
| Premier Landscape Solutions of IR, LLC. | Vero Beach | FL | 32966 | 1 | | | | | |
| Pro Logistic Transport Inc. | Windermere | FL | 34786 | 1 | | | | | |
| Pro Tree Service | Sanford | FL | 32773 | 1 | | | | | |
| Providence Construction & Development | Apopka | FL | 32707 | 1 | | 1 | | | |
| R & R Dozer Service | Ormond Beach | FL | 32173 | | | | | | |
| R Peaden Inc. | Leesburg | FL | 34748 | 1 | 1 | | | | |
| R.A.C. III, Inc. | Melbourne | FL | 32934 | 1 | | | | | |
| R.C. Kirk Equipment Co. | Mims | FL | 32754 | 1 | | | | | |
| Rad Jr Hauling, Inc | Ormond Beach | FL | 32174 | 1 | | | | | |
| Raynor Shine | Ocoee | FL | 34761 | | | | | | |
| Realtree, Inc. | West Melbourne | FL | 32904 | | | | | | |
| Reef Innovations | St Cloud | FL | 34771 | | | | | | |
| Rich's Lawn Service and Irrigation LLC | Celebration | FL | 34747 | 1 | | | | | |
| RLH Construction | Sanford | FL | 32772 | 1 | | 1 | | | |
| Roberts and Roberts Mgmt. Services, LLC | Orlando | FL | 32828 | | | | | | |
| RWA Logistics and Brokerage Inc. | Cocoa | FL | 32926 | 1 | 1 | | | | |
| S & S Consultants | Astatula | FL | 34705 | | | | | | |
| Samuel & Jorge Macias | Ft. Pierce | FL | 34947 | 1 | | | | | |
| SAW Enterprises, LLC. | Melbourne | FL | 32904 | 1 | | | | | |
| Schuller Contractors, Inc | Orlando | FL | 32824 | 1 | | | | | |
| Seminole Concrete Pumping | Deltona | FL | 32176 | 1 | | | | | |
| Shellman Stump Grinding | Orlando | FL | 32861 | 1 | | | | | |
| Siles & Sons, Inc. | Orlando | FL | 32835 | 1 | | | | | 1 |
| Site Solutions of Central Florida, Inc. | Apopka | FL | 32703 | | 1 | | | | |
| South Florida Grading | Ft. Pierce | FL | 34945 | 1 | | | | | |
| South Florida Land Clearing, Inc. | Fort Pierce | FL | 34945 | 1 | | | | | |
| Southeast Development and Transportation | Ft. Pierce | FL | 34945 | | | | | | |
| Southeastern Concrete Constructors, LLC. | Vero Beach | FL | 32968 | | | | | | |
| Space Coast Debris Removal, LLC | Cocoa | FL | 32926 | 1 | | | | | |
| Sparkle Brite Disaster Team LLC | Altamonte Springs | FL | 32714 | 1 | | | | | |
| Spencer Nursery Inc. | St. Cloud | FL | 34772 | 1 | | | | | |
| SSS Down To Earth OPCO II, LLC | Mount Dora | FL | 32757 | | | | | | |
| Stanley Blackwelder Lift & Tree Service | Deleon Springs | FL | 32130 | 1 | | | | | |
| Statewide Tub Grinding | Apopka | FL | 32704 | | | | | | |
| Subtropic Tree Care & Removal | Fort Pierce | FL | 34951 | 1 | | | | | |
| Sun State Trees & Property Maintenance Inc. | Casselberry | FL | 32707 | 1 | | | | | |
| Suncoast Property Maintenance, Inc. | Altamonte Springs | FL | 32717 | | | | | | |
| Sunstate Tree & Landscaping | Palm Bay | FL | 32905 | 1 | | | | | |
| Superior Bobcat Services, Inc. | Fellsmere | FL | 32948 | 1 | | | | | |
| SWEETS: Crisis & Disaster Solutions, LLC. | Orlando | FL | 32835 | 1 | | 1 | 1 | | |
| T & S Professional Rentals LLC | Apopka | FL | 32704 | 1 | | | | | |
| T.C's Lawns & Landscaping, Inc. | Cocoa | FL | 32927 | 1 | | | | | |
| Tadajer, LLC (DBA) High Surg Recovery | Satellite Beach | FL | 32937 | 1 | | | | | |
| Taylor Maid, Inc. | Vero Beach | FL | 32961 | 1 | | | | | |
| TE Distributors, Inc. | Orlando | FL | 32804 | 1 | | | | | |
| Team Waterbury, LLC. | Palm Bay | FL | 32909 | 1 | | | | | |
| Terrific Turf Lawn Care & Landscaping | Port Orange | FL | 32128 | 1 | | | | | |
| The Davey Tree Expert Company | Maitland | FL | 32751 | | | | | | |
| Thompson Contracting Group, Inc. | Palm City | FL | 34990 | 1 | | 1 | 1 | | 1 |
| Tip Top Tree Experts LLC | Weirsdale | FL | 32195 | 1 | | | | | |
| Tree Service Express | Palm Bay | FL | 32909 | | | | | | |
| Tree Wise Urban Forestry | Casselberry | FL | 32707 | 1 | 1 | | | | 1 |
| Treesmith | Titusville | FL | 32796 | 1 | 1 | | | | |
| Triple D Excavating & Trucking Inc | Groveland | FL | 34736 | | 1 | | | | |
| Trujillo Trucking, Inc | Kissimmee | FL | 34744 | | | | | | 1 |
| Tucker's Bobcat Service | Orange | FL | 32763 | 1 | | | | | |
| Universal Contracting & Construction, Inc | West Melbourne | FL | 32904 | 1 | 1 | | | | |
| US Disaster Corps. | New Smyrna Beach | FL | 32168 | | | | | | |
| Walker Miller Equipment Company Inc. | Orlando | FL | 32804 | 1 | 1 | | | | |
| Waterfront Recovery LLC | Rockledge | FL | 32956 | 1 | | | | | |

| 2024 FL Region 5 Potential Subcontractors | City | ST | Zip | SB | WO | VET | SDV | HUB | SDB |
|---|---|---|---|---|---|---|---|---|---|
| West Volusia Concrete, Inc. | Deland | FL | 32724 | 1 | | | | | |
| Whitener's Tractor | Orange Park | FL | 32065 | | | | | | |
| Wholesale Kingdom, Inc. | Orlando | FL | 32827 | | | 1 | | | |
| Winter Garden Grassing, Inc. | Ocoee | FL | 34787 | 1 | 1 | | | | |

## ➢ Quality Control

"CrowderGulf is a company with great integrity, is extremely dedicated to their customers and their work, and is entirely one of the best contractors we have worked for…there is not a project or request by CrowderGulf we would ever turn down."

**Steve St. George, President**
***St. George Enterprises, Inc.***

The purpose of a Quality Control Plan is to provide guidance and consistent attention to workplace policies and procedures to facilitate efficient, effective, and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values for Quality Control Success:**

- Assurance of open and honest communication with clients at all levels to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards - "Lead by Example".
- Dedication to staff training and education at all levels to ensure the correct and safe performance of their tasks.
- Implementing "Clean as You Go" policy for every task.

*Our complete QC plan will be provided upon request.*

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures to facilitate efficient, effective and safe debris removal and reduction.

### "Clean As You Go"

This concept is the centerpiece of our Quality Control Plan when removing debris. "*Clean As You Go*" is a simple concept that is defined as doing the best job possible the first time, to reduce the necessity for redoing any work. This policy does not preclude contracted multiple passes. It simply implies that all the debris will be removed on every pass, regardless of the number of passes required by the City. This philosophy is especially important for debris work during emergencies or major disasters where restoration of critical public functions is the highest priority. CrowderGulf was the debris contractor that first coined the term "*Clean As You Go"* over 20 years ago. Recently, the term has been used by other contractors in their proposals and by municipalities in their RFPs. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy.

### Inspections

To ensure the quality and timeliness of work, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). This arrangement limits the respective spans of control to appropriate levels and has proven to facilitate optimum performance.

### Security

CrowderGulf will restrict general access to its DMS operations to essential company and City personnel for both security and safety. Managers and supervisors will be granted access to a site based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks.

## Maintenance

CrowderGulf follows the manufacturer's maintenance recommendations on all its equipment. CrowderGulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf's maintenance system uses its employees or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract with CrowderGulf.

## Knowledge and Training

CrowderGulf's Quality Control Manager will conduct briefings and de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel on an on-going basis. CrowderGulf employs debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employees, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training.

# ➢ Health and Safety

## CrowderGulf's Philosophy of Safety

All Company operations are managed with an aggressive and proactive commitment to the safety and well-being of employees, subcontractors and the public at large. We believe that this commitment to safety must go together with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels. This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall always be in place to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
  The Occupational Safety and Health Act (OSHA),
  The EPA (Environmental Protection Agency),
  The DOT (Department of Transportation),
  All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

## Corporate Commitment to Safety

CrowderGulf is committed to providing an accident-free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident-free experience in every CrowderGulf project, our Company's Senior Executive, Mrs. Ashley Ramsay-Naile, serves as the senior Safety Official. Mrs. Ramsay-Naile's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization. Many companies have written safety plans for individual safety topics, but few have a comprehensive plan designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all aspects of company planning and operations. Our complete Health and Safety Plan is available upon request.

### Safety Performance Summary

Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA. CrowderGulf has worked approximately 1,675,671 and experienced 1 total recordable, which is well below industry standard. CrowderGulf policy is that daily toolbox meetings are mandatory, and the Job Safety Analysis (JSA) process to be used as a communication tool for our workers.

Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process.

| Year | Hours Worked | OSHA Recordable | Days Away From Work Cases | R.I.F Rate (Recordable Incident Frequency) | D.a.r.t. Rate (Days Away, Restrictions, or Transfers) |
|---|---|---|---|---|---|
| 2023 | 114,400 | 0 | 0 | 0 | 0 |
| 2022 | 414,960 | 1 | 1 | .48 | .48 |
| 2021 | 161,180 | 0 | 0 | 0 | 0 |
| 2020 | 177,820 | 0 | 0 | 0 | 0 |
| 2019 | 189,433 | 0 | 0 | 0 | 0 |
| 2018 | 173,960 | 0 | 0 | 0 | 0 |
| 2017 | 148,975 | 0 | 0 | 0 | 0 |
| 2016 | 111,243 | 0 | 0 | 0 | 0 |
| 2015 | 94,222 | 0 | 0 | 0 | 0 |
| 2014 | 89,478 | 0 | 0 | 0 | 0 |

*As additional documentation of our exemplary safety record, our most current **OSHA Form 300A – Summary of Work-Related Injuries and Illnesses,** as well as previous years', can be provided upon request*

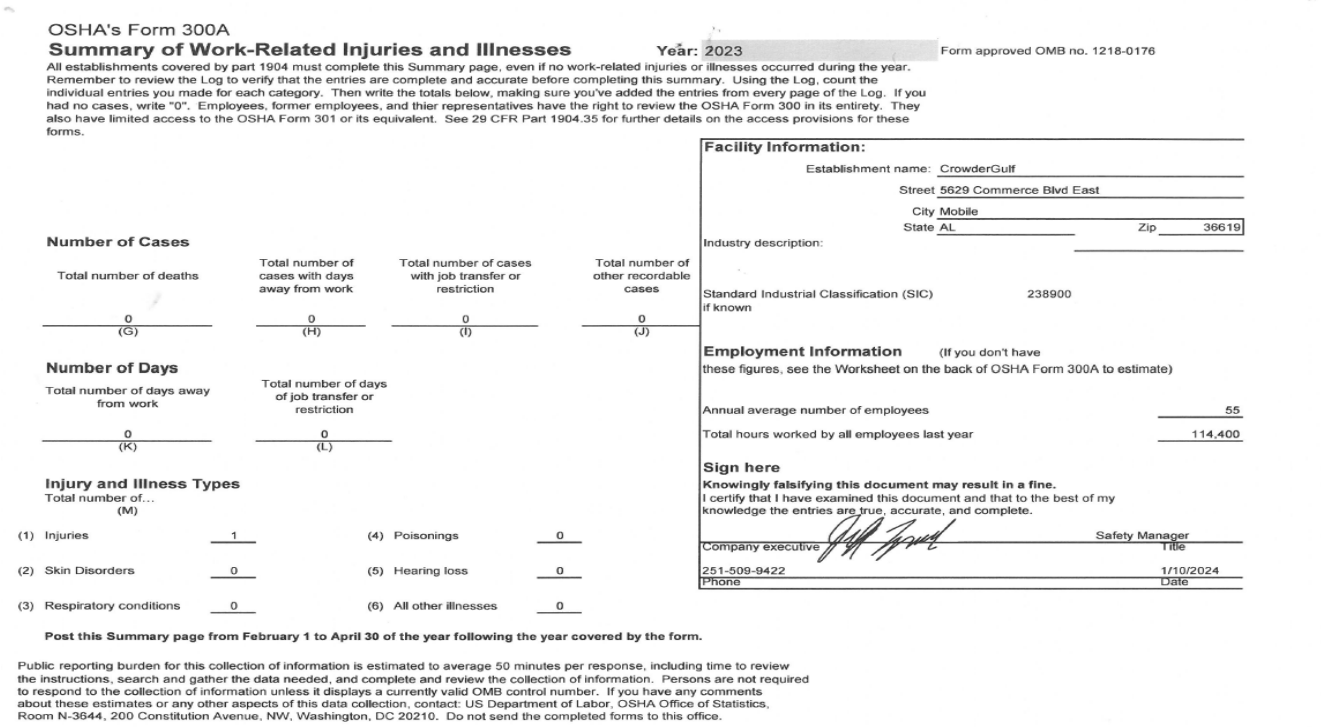

OSHA's Form 300A

**Summary of Work-Related Injuries and Illnesses** Year: 2023 Form approved OMB no. 1218-0176

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and thier representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

**Number of Cases**

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 (G) | 0 (H) | 0 (I) | 0 (J) |

**Number of Days**

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 (K) | 0 (L) |

**Injury and Illness Types**

Total number of... (M)

| | | | |
|---|---|---|---|
| (1) Injuries | 1 | (4) Poisonings | 0 |
| (2) Skin Disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

**Facility Information:**

Establishment name: CrowderGulf
Street 5629 Commerce Blvd East
City Mobile
State AL Zip 36619
Industry description:
Standard Industrial Classification (SIC) if known 238900

**Employment Information** (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate)

Annual average number of employees 55
Total hours worked by all employees last year 114,400

**Sign here**

**Knowingly falsifying this document may result in a fine.**
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive — Safety Manager (Title)
251-509-9422 (Phone) — 1/10/2024 (Date)

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form.**

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

## CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OHSA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with the continuing safety and health training necessary to enable them to perform their work in a safe manner.

- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation training, safety meetings specific to individual situations, daily toolbox meetings, memos and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

**A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.**

**SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES**

## ➢ Environmental and Cultural Sensitivity



CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by paying attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.

## Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits
- Air Quality
- Forestry
- Storm Water

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Army Corps of Engineers (USACE)
- Department of Health
- Department of Transportation
- United States Coast Guard (USCG)

## Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices:

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Coastal Zone Management Act
- Endangered Species Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act
- Resource Conservation & Recovery Act

**CrowderGulf has experience in restoring TDMS sites to natural preserve areas. One such example is the Puschel Preserve area on Sanibel Island, Florida.**

On September 28, 2022, Hurricane Ian made landfall on Sanibel Island as a deadly Category 4 Hurricane. Maximum sustained winds of 155 mph and a storm surge inundation of an unprecedented 12 to 18 feet caused catastrophic damage to Sanibel Island and the causeway linking island to the mainland. Due to the extensive damage caused by Hurricane Ian, CrowderGulf established 5 TDMS to remove and process over 2.2 million cubic yards of storm debris from the Island. The effort also included safely removing 13,154 hazardous trees/limbs from roadways and bike trails, 15,583 white goods, 7,102 pieces of electronic waste and 6,873 pounds of household hazardous waste.




**One of the construction and demolition debris management sites was reclaimed to provide a nature preserve to the Sanibel Captiva Conservation Foundation (SCCF).** During the debris removal operations, nesting bald eagles raised a pair of young fledglings adjacent to the debris management site. The Puschel Preserve Eagles were quite famous and became a symbol of resilience and recovery for the residents of Sanibel Island. The Puschel Preserve will serve as a lasting reminder that a beautiful and sustainable park was created following the devastation of Hurricane Ian for the residents and visitors of Sanibel Island to enjoy for generations to come.




**Please visit CrowderGulf's website to view full video with an overview of the Puschel Preserve Project:**
**https://crowdergulf.com/crowder-gulf-tv/**

**Environmental, Historical, or Archeological Sensitive Areas**

In many cases, historical or archeological sensitive items may be marked as debris. CrowderGulf's goal is to disturb artifacts as little as possible when performing debris removal operations. CrowderGulf will work with the State and utilize historical and archeological maps to mark these areas using GPS. These coordinates will be uploaded to our GPS units to create a buffer zone that will alert crews to sensitive areas. If an artifact is recovered, operations will be stopped, and the proper authorities will be notified. Environmentally sensitive areas will be dealt with in the same manner. While working within known environmentally sensitive areas, CrowderGulf will utilize natural resource advisors (NRA) to aid debris removal operations in minimizing impact.

## Specific Environmental Concerns

**Spills or Leaks**

Should a spill or leak occur during the performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

**Asbestos Containing Materials**

CrowderGulf is experienced in successfully managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA Public Assistance Program and Policy Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

# ➢ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

## Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign, Specific to the disaster. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

**Distribution Strategy**

The following are suggested vehicles for distributing information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Plantation website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

*Below is a Sample Flyer that can be distributed to local media outlets to assist citizens in properly segregating their debris curbside:*

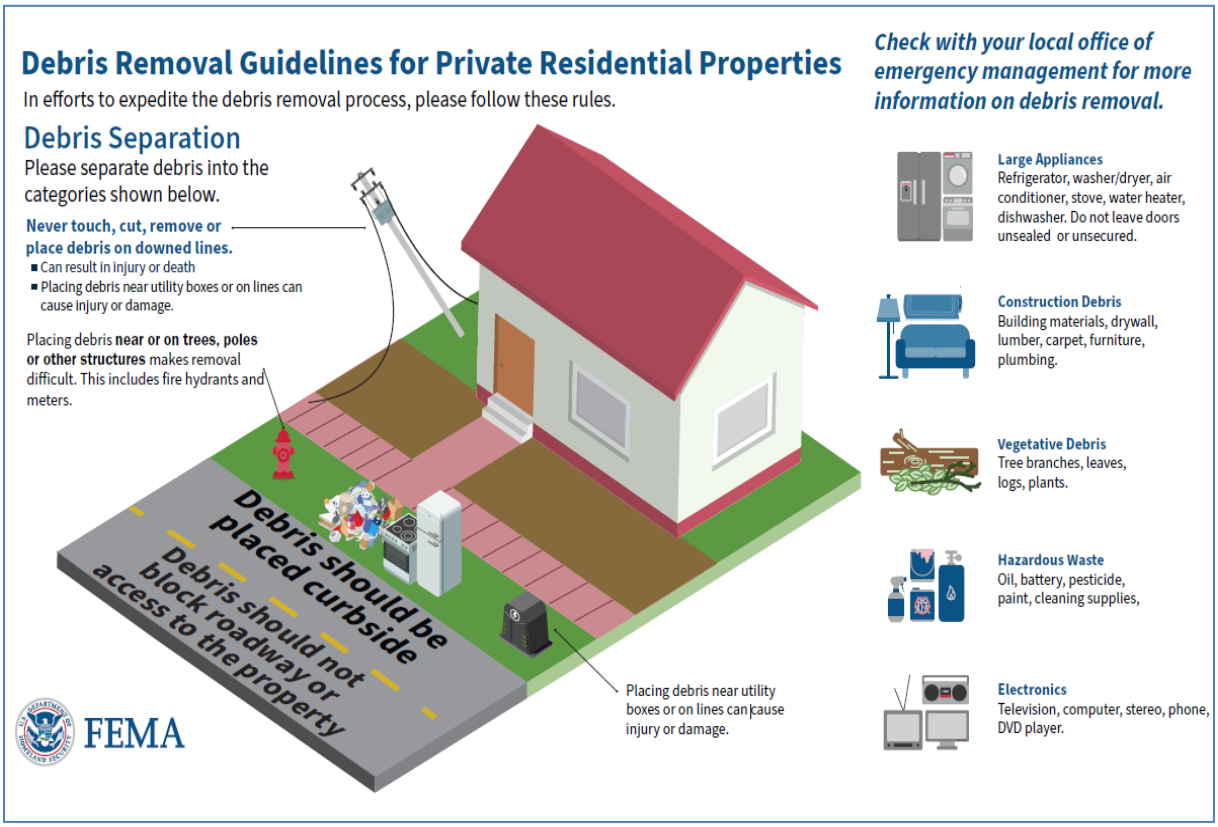


## Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

## Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.

## Monitoring Firms

CrowderGulf maintains excellent working relationships with many monitoring firms across the United States. Our Senior Project Directors and Project Managers address any issues at the start of each project, ensuring smoother operations. After every major disaster activation, our management team meets to brainstorm the best ways to tackle potential issues in the future. We have also implemented a Quality Assurance/Quality Control (QA/QC) Field Team that collaborates directly with monitoring firms in the field to ensure CrowderGulf receives all data daily. This process, initiated after Hurricane Michael devastated the Florida Panhandle in 2018, has been refined and continued through all subsequent major disaster activations.

**Improved Communication**

CrowderGulf's management team has continuously improved the planning, readiness, and response operations, learning from each activation regardless of location. In 2024, with five hurricanes causing significant damage across several states—Helene and Milton (Category 3), Francine (Category 2), and Beryl and Debby (Category 1)—CrowderGulf activated 75 pre-event contracts in Florida, Georgia, South Carolina, North Carolina, and Texas.

To ensure all clients are well-served and CrowderGulf personnel are informed about any needs or concerns, Reid Loper, our Senior Vice President, or a designee, hosts a daily planning, operations, and coordination call. These calls include senior management staff, field project managers, and support staff to identify areas for improvement, address staffing or resource shortfalls, and resolve any critical issues. **Using Microsoft Teams** for these daily calls allows for real-time communication regardless of participants' locations. These calls facilitate information sharing across the company, supporting continual learning, programmatic improvements, adaptability, and strengthening internal and external communications and client relationships, ultimately enhancing CrowderGulf's mission delivery.

"Their (CrowderGulf) overall performance and management of each project I found to be exceedingly professional, They maintained their projected schedules, if not exceeding them in some cases, met our staff's expectations, performed within the contract documents, adhered to schedules and budgets defined within their' projects and the close-out process was smooth and submitted promptly."

**Cathie Lewis, Public Works Director**
**Town of Fort Myers Beach, FL**

## Current Workload

CrowderGulf currently has personnel and assets deployed in Florida, Georgia, and South Carolina after Hurricanes Helene and Milton caused devastation across much of the Southeast.

## Availability and Assurances

Due to the unpredictable nature of disaster events, it's challenging to forecast when a contract activation will occur. However, in over 50 years, CrowderGulf has never failed to meet a client's contract requirements for equipment, resources, and personnel, regardless of the number of contracts activated post-disaster.

Our experienced management team, extensive inventory of company-owned equipment and operators, nationwide database of trusted subcontractors, and agreements with national rental companies enable us to assure the City that we can and will meet your disaster response needs. We are committed to providing priority service, quality performance, and onsite management.

We will collaborate with you and your representatives to restore the City to normalcy, adhering to all FEMA regulations and within the timeline established by the City's contract. CrowderGulf will start with Company personnel and local resources, then add additional manpower and subcontractors as needed to ensure an effective disaster response. CrowderGulf will adjust assets as required to optimize operations.

## Innovative Concepts

CrowderGulf is known for its innovative approaches in disaster debris removal, particularly in the aftermath of significant natural disasters. Here are some ways they incorporate innovative concepts into their operations:

1. Technology Integration: CrowderGulf utilizes advanced technologies such as GPS and GIS mapping systems to optimize debris removal routes, ensuring efficiency and reducing costs.
2. Environmental Sustainability: They implement environmentally friendly practices by recycling materials and reducing landfill waste, including sorting debris for recycling at the collection sites.
3. Community Engagement: CrowderGulf often involves local communities in the recovery process, providing education and updates, which fosters transparency and trust.
4. Rapid Response Teams: They have specialized teams that can quickly mobilize in response to disasters, ensuring swift action to assist affected areas.
5. Data Analytics: By leveraging data analytics, they can predict debris volumes and plan resources effectively, enhancing overall project management.
6. Collaboration and Partnerships: They work closely with government agencies, NGOs, and other stakeholders to ensure a coordinated response, sharing best practices and resources.
7. Continuous Improvement: CrowderGulf focuses on learning from past projects to refine their strategies and improve the effectiveness of their services.

These innovative concepts help CrowderGulf to stand out in the disaster debris removal industry and contribute to more effective and sustainable recovery efforts.

## Cost Containment Approaches

CrowderGulf's Senior Vice President is responsible for pricing and fee estimates. He studies many factors in order to present the most advantageous and fair price to our clients. Some of the factors include geographic area, population, haul distances/mileage, and other contracts in the area to propose a fair and reasonable price to each individual client. CrowderGulf can provide a best and final offer to the City of Plantation, if requested.



CROWDER GULF

# Section 3:
# WORK EXPERIENCE



**City of Plantation, FL**

*RFSP No. 001-25 for Disaster Debris Management and Removal Services – Term Conti*

# Section 3: WORK EXPERIENCE

## Contract Management - Ability to Execute Concurrent Contracts Across Multiple Regions

CrowderGulf has a proven track record of simultaneously managing multiple contracts, fluctuating workloads, and various specialty debris projects, including waterway debris removal and demolition. With a vast inventory of company-owned equipment and a large network of dedicated subcontractors, CrowderGulf is capable of handling projects of any size. Most importantly, our full-time, disaster-experienced management teams are committed to serving all clients with integrity, promptness, and reliability.

The summary table below provides a snapshot of CrowderGulf's extensive disaster work experience, showcasing our ability to successfully complete multiple simultaneous disaster projects. We provide the necessary personnel and equipment resources, regardless of the project's size, location, number of active projects, or the nature and severity of the disaster. Over 98% of the 508 disaster projects listed were initiated through pre-event contracts activated post-disaster. CrowderGulf ensured every client received the detailed, accurate, and timely documentation required by FEMA for reimbursement.

**SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS**

| Year | Hurricanes & Storm Disasters | Simultaneous Contract Activations | # of DMS Managed | Invoice Amt | Approx. Cubic Yards (CY) |
|---|---|---|---|---|---|
| **2024** | Hurricane Milton, Hurricane Helene, Hurricane Francine, Hurricane Beryl, Tropical Storm Debby, Straight Line Winds (Ongoing) | 74 | 99 | $161,345,040+ | 7,176,297+ |
| **2023** | Ice Storm, Tornados, Idalia | 18 | 7 | $32,431,478 | 1,910,145 |
| **2022** | Hurricanes Ian & Nicole | 44 | 62 | $412,363,005 | 19,160,671 |
| **2021** | Ida, Nicholas; Tornados, Storms, | 24 | 21 | $56,375,184 | 2,759,105 |
| **2020** | Laura, Sally, Zeta; Tropical Storm (TS) Cristobal, Hanna, Tornados | 34 | 72 | $560,709,033 | 31,784,536 |
| **2019** | Dorian, TS Imelda, Tornado, | 6 | 3 | $4,558,359 | 169,827 |
| **2018** | Florence, Michael, Red Tide | 40 | 56 | $284,507,345 | 19,311,888 |
| **2017** | Irma, Harvey, Nate, TS Cindy, Tornado | 96 | 143 | $298,159,746 | 18,510,223 |
| **2016** | Hermine, Matthew; Severe Storms, Flooding, Tornado | 53 | 36 | $100,501,633 | 6,725,538 |
| **2015** | Severe Storms, (Flood & Tornados) | 15 | 0 | $2,311,844 | 109,578 |
| **2014** | Ice Storms Pax & Ulysses, Severe Storms | 14 | 5 | $9,866,559 | 669,314 |
| **2012** | Isaac & Sandy | 13 | 4 | $60,627,670 | 972,993 |
| **2011** | Irene | 31 | 1 3 | $14,754,641 | 1,673,821 |
| **2008** | Ike | 36 | 27 | $178,318,425 | 16,933,904 |
| **2005** | Dennis, Katrina, Rita, Wilma | 67 | 41 | $279,764,959 | 19,441,656 |
| **2004** | Charley, Frances, Ivan, Jeanne | 36 | 61 | $292,426,233 | 16,800,678 |
| **2003** | Isabel | 16 | 19 | $66,344,733 | 5,447,815 |


OVER $1.2 BILLION IN DEBRIS REMOVAL COMPLETED IN THE LAST FIVE YEARS
2023
$316,287,263
2022
$295,147,479
2021
$161,476,405
2020
$332,929,355
2019
$191,314,713


CROWDERGULF REMOVED MORE DEBRIS THAN OUR NEXT THREE CLOSEST COMPETITORS COMBINED DURING HURRICANE IAN
CrowderGulf - 19.4 Million CY
Combined Competitor Total – 19.2 Million CY

# Past Performance and Experience

For all activations, CrowderGulf management teams are led by highly qualified, disaster-experienced personnel. These individuals are well-versed in FEMA regulations, including eligible work, funding, and reimbursement requirements. Several CrowderGulf personnel have held emergency management positions at local, state, and federal levels. They regularly provide updates and training to CrowderGulf staff. Details of personnel qualifications are provided in the **Key Personnel section** of this proposal. CrowderGulf's ability to successfully manage multiple contracts within client timelines and FEMA guidelines is highlighted in the following excerpts of experience from major natural disasters.

## 2022 Hurricane Ian – Lee County, FL

**Time Period:** 09/30/2022-10/31/2023
**Volume Removed:** 8,135,961 Cubic Yards
**Funding Source:** FEMA DR-4673-FL

**DMS Managed**: 14
**Amount Invoiced:** $136,279,075
**Monitoring Firm:** Thompson

**Lee County Contact Information**:
Doug Whitehead, Solid Waste Director
10500 Buckingham Rd.
Fort Myers FL 33905
239-533-8917
dwhitehead@leegov.com

**CrowderGulf Key Personnel**:
Joe Hayes, Regional Manager
Don Madio, Regional Director
Nick Pratt, Director of Operations

In the late afternoon of September 28th, 2022, Hurricane Ian made landfall in Cayo Costa, Florida, as a recategorized Category 5 hurricane. It struck the Southwest Florida coastline with a fifteen-foot storm surge and wind speeds exceeding 160 mph. The resulting operational environment, emergent challenges, and overwhelming devastation set the stage for a historic response to this catastrophic storm. Ian's deadly surge and relentless winds claimed over 160 lives and caused more than $112 billion in damage, making it the second deadliest storm on record and the costliest to ever make landfall in Florida.



In the days leading up to Hurricane Ian's landfall, CrowderGulf senior staff and key members of the Lee County Solid Waste Department established communication and began high-level coordination for a potential debris mission. Relying on a longstanding relationship and a comprehensive framework of planning and preparation, methodically structured by year-round coordination and successful past performance, both Lee County and CrowderGulf prepared for an imminent large-scale response. CrowderGulf's Senior Project Manager reported to the Lee County Emergency Operations Center in the early morning hours following the storm and immediately began conducting aerial damage assessments with the Lee County Sheriff's Office Aviation Unit.

The devastating impacts of Ian's pounding surge and blistering winds were clear, leaving coastal Lee County and the barrier islands etched with catastrophic destruction. Multiple coastal bridges experienced catastrophic failures due to the historic surge, with entire spans of the Sanibel Causeway in collapse and the Matlacha Pass Bridge washed into the coastal waters, taking with it the historic fishing village of Matlacha. With the County's coastal communities left inaccessible, it quickly became apparent that the distinct and historic nature of Ian's devastation would require an unprecedented response.

Having prepositioned an extensive fleet of resources and personnel throughout the state, additional key members of CrowderGulf's senior staff and over one hundred Emergency PUSH crews were on the ground just hours after the first round of aerial assessments the morning following landfall. With CrowderGulf's Senior Project Manager filling an advisory role for state and county leadership in the County's EOC, CrowderGulf's Director of Operations began mobilizing additional prepositioned resources, as well as the fleet of specialized equipment and operators needed to conduct the full-scale barge operation that would serve as a lifeline for the coastal communities isolated by Ian's devastation. CrowderGulf's Director of Safety began damage assessments from the ground, focusing on the emergent safety concerns stemming from the dangerous operational environment left in Ian's wake.

In total, CrowderGulf removed over 6.3 million cubic yards of debris from Lee County rights-of-way. Dedicated planning and proof of concept through practical application formed the framework of contingencies that provided CrowderGulf with the immediate operational infrastructure needed to address the scope of Hurricane Ian. This preparation allowed CrowderGulf's senior staff to enhance the rapidly evolving response with specialized operations and innovative solutions to the unique challenges created by the storm's historic devastation.

***Additional work performed under the scope of the Lee County pre-event contract includes:***

- ***The collection, management, and disposal of 461 Tons of Household Hazardous Waste (HHW)***
- ***The collection, management, reduction, and disposal of 12,493 White Goods***,
- ***The collection and disposal of over 10,000 units of E-Waste***
- ***The removal of over 6,000 Hazardous Trees, and nearly 40,000 Hazardous Hanging Limbs***
- ***Specialized debris removal operations at over 60 School District of Lee County Schools***
- ***Specialized debris removal operations at over 200 Lee County Parks and Facilities***
- ***The clearance, staging, management, screening, and replacement of nearly 150,000 Cubic Yards of debris contaminated sand***
- ***Debris management for Lee County Natural Resources waterway debris removal program***
- ***The staging, management, processing, and haul-out of reduced debris from Lee County DMS to final disposal sites (FDS)*** throughout the Tri-County area. Lee County's over ***6.3 Million Cubic Yards*** was comprised of nearly ***2.3 Million Cubic Yards of Construction and Demolition Debris (C&D***) and nearly ***4 Million Cubic Yards of Vegetative Debris***. ***Notable Lee County Ian Response Metrics:***

• ***6,303,310 cubic yards*** *of debris removed from* ***ROW***
  - **3,868,279 CY *Vegetation***
  - **2,280,338 CY *C&D***
  - **41,461 CY *Concrete*** *(approx. 12,000 tons) (26,968 CY – Ft Myers Beach; 80,413 CY – FDEM PPDR/CPDR/ Titled Property)*

• ***14 Debris Management Sites*** *(DMS)*

• ***10 Final Disposal Sites*** *(FDS)*

• ***Farms***
  - Benefited Pine Island's farmers and agricultural community by using reduced vegetative debris (mulch) to repair and restore plantations.
  - Cost-effective disposal measure, limiting the costs associated with final disposal.
  - Efficient disposal option for DMS located on Pine Island, over 500,000 CY of Lee County (Pine Island) vegetation hauled, processed, reduced, and disposed of ***on island.***

• ***Hazardous Tree Removal Operations***
  - Hazardous Trees ("Leaners") – ***6,024 removed***
  - Hazardous Hanging Limbs ("Hangers") – ***39,680 removed***
  - Additional specialized Hazardous Tree Removal Operations for ***over 200 Lee County schools, parks, & facilities.***

• ***Specialized Emergency Road Clearance, etc. (PUSH)***

• ***Full-scale barge operations***
  - Worked with Lee County DOT and FDOT to build the temporary infrastructure to support the massive effort to provide resources to devastated Sanibel/ Captiva.

• ***Aerial Assessment and Transport via Helicopter Flyover*** (Full-time Pilot on-call for CG Senior & Lee Co. Staff)

•***Assisted Lee County Sheriff's Office and Lee County Department of Transportation,*** in numerous operations including assisting in recovery efforts, remaining on-call to mobilize push crews to assist the County and cadaver dogs in recovering the bodies of those that lost their life to Ian's surge, still largely trapped under debris and collapsed structures.

• ***Cleared over 150,000 CY of debris-contaminated sand from Lee County's coastal roadways,*** restoring access, staging sand strategically throughout the affected areas, screened contaminated sand in place, and returned clean sand to Lee County's historic beachfront to the exact specifications of *Lee County Natural Resources* and in compliance with all environmental regulations.

## 2022 Hurricane Ian – City of Sanibel, FL

***Time Period:*** 10/01/2022-07/24/2023

***Amount Invoiced:*** *$ 56,243,244*

***Volume Removed*** *– 1,923,997* cubic yards

**Number of DMS Managed: 7**

**City of Sanibel Contact Information**:
**Scott Krawczuk**; Public Works Dep. Director
**Dana Souza**, City Manager
800 Dunlop Road Sanibel, FL 33957
Phone: (239) 472-6397; Scott.krawczuk@mysanibel.com
Phone: (239) 472-3700 / (239) 367-2880, Dana.souza@mysanibel.com

**CrowderGulf Key Personnel:**
Barrett Holmes, Senior Project Manager
Reid Loper, Vice President
Nick Pratt, Director of Operations

On September 28, 2022, Hurricane Ian made landfall on Sanibel Island as a deadly Category 4 hurricane. With maximum sustained winds of 155 mph and an unprecedented storm surge of 12 to 18 feet, it caused catastrophic damage to Sanibel Island and the causeway linking the island to the mainland. The causeway was breached in multiple locations, and it would be weeks before the Florida Department of Transportation could make temporary repairs.
Despite the causeway damage, CrowderGulf's recovery operations began promptly. Following rapid aerial and ground assessments, CrowderGulf immediately started coordinating, managing, and supervising barge operations to ensure critical equipment, supplies, and logistical support were available for a rapid recovery on Sanibel Island. On October 3, 2022, CrowderGulf landed the first barge of heavy equipment on Sanibel Island to begin emergency push operations, clearing debris and sand from roads to initiate recovery. Within the next several weeks, CrowderGulf transported over 1,200 pieces of essential equipment and supplies to Sanibel Island. All equipment, materials, and supplies necessary for debris removal operations were transported by barge. Additionally, barge transportation for other agencies was vital to expedite recovery, including electrical utility trucks, fire trucks, police vehicles, refrigeration vans, propane tankers, and fuel trucks.
Due to the extensive damage caused by Hurricane Ian, CrowderGulf established five debris management sites to remove and process over 2.2 million cubic yards of storm debris from the island. The effort also included safely removing 13,154 hazardous trees/limbs from roadways and bike trails, 15,583 white goods, 7,102 pieces of electronic waste, and 6,873 pounds of household hazardous waste.

One of the construction and demolition debris management sites was reclaimed to provide a nature preserve to the Sanibel Captiva Conservation Foundation (SCCF). During the debris removal operations, nesting bald eagles raised a pair of young fledglings adjacent to the Debris Management Site. These eagles, known as the Puschel Preserve Eagles, became a symbol of resilience and recovery for the residents of Sanibel Island. The Puschel Preserve now stands as a lasting reminder that, following the devastation of Hurricane Ian, a beautiful and sustainable park was created for the enjoyment of Sanibel Island's residents and visitors for generations to come.

Additionally, 12,357 cubic yards of bulk beach debris and 3,823 cubic yards of dirty sand were screened and processed. This effort enabled the City of Sanibel to reopen three beach parks and seven beach access points, allowing residents and tourists to once again enjoy the beaches on Sanibel Island.



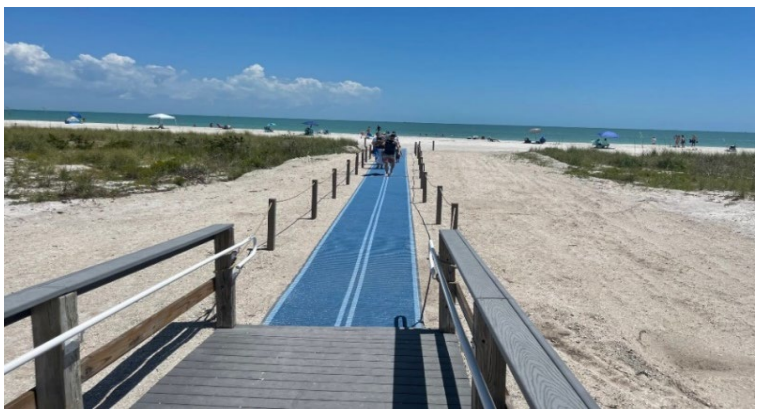

## 2022 Hurricane Ian – City of Venice, FL

***Time Period:*** 9/29/2022-12/14/2022 ***Amount Invoiced:*** *$ 3,601,136*

**Funding Source:** FEMA **Number of DMS Managed: 1** **Volume Removed:** ***195,785 cubic yards***

**City of Venice Contact Information:**
**Ashlee Castle**; Asst. Director of Public Works
1350 Ridgewood Ave Venice FL 34292
(941)-716-0963 acastle@venicefl.gov

**CrowderGulf Key Personnel:**
Don Madio - Regional Manager
Nick Pratt - Operations Director
Drew Sprinkle - Project Manager

Hurricane Ian made landfall south of Venice, FL, in Cayo Costa, on September 23rd, 2022, as a **Category 4 Hurricane with 155 mph winds**. Hurricane-force-winds extended more than 140 miles from the center, affecting the entire region. Although the City of Venice escaped the catastrophic event that their neighbors to the south experienced, there was still significant structural damage and countless trees down throughout the city.

CrowderGulf holds a pre-event contract with the City of Venice, allowing our personnel to be on the ground doing damage assessment within 2 hours of the storm's passing. After assisting the City with "Push" operations, helping to clear streets and vital infrastructure, CrowderGulf began right-of-way (ROW) debris removal operations using self-loader grapple trucks. From October 5th, through December 22nd CrowderGulf removed, processed, reduced and disposed of over **190,000 cubic yards** of vegetative and C&D debris, using one DMS located within the City of Venice. A horizontal grinder was used to reduce vegetative debris to mulch, while C&D was reduced by compaction. Final disposal of mulch generated from the vegetative debris was taken to multiple locations to be recycled, one being a dairy farm and the other being a compost facility. C&D debris was hauled to a local landfill.

CrowderGulf removed hazardous trees to restore safe passage to streets, as well as implemented the use of specialized equipment to clear the City's parks and walking paths that were left inaccessible due to downed trees. The DMS used for this project was in Pinebrook Park. CrowderGulf's work plan involved hauling out reduced debris as quickly as possible, to not extend the use of this site longer than necessary.

**Due to CrowderGulf's dynamic management of the debris stream, the City of Venice had all storm debris removed, reduced and hauled to final disposal in under 90 days.**





**The DMS located at Pinebrook Park where CrowderGulf crews reduced hurricane debris. The site was graded and returned to normal use upon project completion.**

## Past Performance Chart

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) tor the past **5 years.** All projects below were started on time and in accordance with all contractual requirements. Per this RFP, many smaller projects are not listed in this Past Performance Table but are available upon request. When smaller operations are listed, they are usually for specialty projects such as Push Operations, beach cleaning and dredging.

| OWNER/LOCATION & TIMELINE | DESCRIPTION OF WORK | PROJECT VALUE | APPROX. CY | CONTRACTING POINT OF CONTACT |
|---|---|---|---|---|
| **2024 Helene & Milton** | | | | |
| **2024 Hurricane Debby** | | | | |
| **Thomas Co, GA** 8/23/2024-9/9/2024 | **Removed & Disposed:** Veg, C&D, Hangers (1,097 trees), Leaners (67); Reduced by Grinding (61,779 CY) left debris on site; (1) **DMS Site**; **Monitored** by Thompson | $297,790 | 22,795 | **Jay Knight,** Thomas County Public Works Deputy Director, 78 Joiner Rd, Thomasville, GA 31757 226-226-4389 Jay.knight@thomascountyga.gov |
| **2024 Hurricane Beryl** | **20 Activations – FEMA DR-4798-TX** | **$38,789,121** | **2,912,214** | **Ongoing** |
| **Alvin, TX** 7/16/2024-8/28/2024 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D; Reduced by Grinding (71,911 CY); (1) **DMS Site**; **Monitored** by Tetra Tech | $1,151,025 | 94,569 | **Brandon Moody,** Dir of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4357, bmoody@psf.cityofalvin.com |
| **Angleton, TX** 7/15/2024-8/27/2024 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (1,999 trees), Leaners (34); Reduced by Grinding (95,175 CY); (1) **DMS Site**; **Monitored** by Tetra Tech | $2,312,775 | 149,197 | **Jamie Praslicka,** EM Coordinator, 121 S Velasco, Angleton, TX 77515, 979-849-4364 x2137, jpraslicka@angleton.tx.us |
| **Bayou Vista, TX** 7/16/2024-8/1/2024 | **Removed & Disposed:** ROW, Veg, C&D, White Goods (96), E-Waste (424), HHW (21,680 Lbs), Freon; **Monitored** by TLC | $433,442 | 2,554 | **Chief Jimmie Gillane,** EM Coordinator, 2929 Hwy 6, Bayou Vista, TX 77563, 409-935-0449, chief@bayouvista.us |
| **Baytown, TX** 7/16/2024-9/16/2024 | **Removed & Disposed:** ROW Veg; Reduced by Grinding (165,973 CY); (2) **DMS Site; Monitored** by True North | $1,495,603 | 130,286 | **Jason Reynolds,** City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6550, citymanager@baytown.org |
| **Brazoria County, TX** 7/15/2024-9/21/24 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (5,636 trees), Leaners (22); Reduced by Grinding (165,973 CY); (1) **DMS Site**; **Monitored** by Tetra Tech | $2,756,883 | 185,056 | **Steve Rosa,** EM Coordinator, 111 E Locust, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoriacountytx.gov |
| **Brazoria, TX** 7/22/2024-08/13/2024 | **Removed & Disposed:** Veg; Reduced by Grinding (34,642 CY); (1) **DMS Site**; **Monitored** by Tetra Tech | $606,025 | 45,238 | **David Kocurek,** City Manager, 201 S Main, Brazoria, TX 77422, 979-798-2489, citymanager@cityofbrazoria.org |
| **Brookside Village, TX** 7/22/2024-8/7/2024 | **Removed & Disposed:** Veg, Hangers (129 trees); **Monitored** by Debris Tech | $702,500 | 25,445 | **Glenda Hundl,** Mayor, 6243 Brookside Rd, Brookside Village, TX 77581, 281-485-3048, ghundl@cobvtx.org |
| **Deer Park, TX** 7/15/2024-7/30/2024 | **Removed & Disposed:** Veg, C&D; **Monitored** by True North | $231,149 | 52,654 | **David Van Riper,** Dir of PW, 251-478-7253, dvanriper@deerparktx.org |
| **Dickinson, TX** 7/24/2024-9/10/2024 | **Removed & Disposed:** Veg, C&D, Hangers (492 trees); Reduced by Grinding (49,236 CY); (1) **DMS Site**; **Monitored** by Tetra Tech | $794,288 | 61,340 | **Sean Skipworth,** City Mayor, 4403 Highway 3, Dickinson, TX 77539, 281-337-6217, mayor@ci.dickinson.tx.us |
| **Friendswood, TX** 7/15/2024-8/29/2024 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (930 trees), Leaners (59); **Monitored** by Thompson | $2,730,158 | 118,138 | **Morad Kabiri,** City Manager, 910 South Friendswood Dr, 2851-996-3250, fwdcity@friendswood.com |
| **Hitchcock, TX** 7/17/2024-8/13/2024 | **Removed & Disposed:** Veg, C&D, Hangers (42 trees), Leaners (3); **Monitored** by True North | $349,695 | 30,342 | **Marie, Gelles,** City Manager, 8102 Hwy 6, Hitchcock, TX 77563, 409-986-5591, mgelles@cityofhitchcock.org |
| **Iowa Colony, TX** 7/15/2024-8/9/2024 | **Removed & Disposed:** Veg, C&D; **Monitored** by True North | $257,455 | 13,544 | **Robert Hemminger,** City Manager, 3144 Meridiana Pkwy, Iowa Colony, TX 77583, 346-395-4559, rhemminger@iowacolonytx.gov |

| | | | | |
|---|---|---|---|---|
| **LaMarque, TX** 7/17/2024-8/28/2024 | **Removed & Disposed:** Veg, C&D, Hangers (1,626 trees), Leaners (20); Reduced by Grinding (584,233 CY); (1) **DMS Site**; **Monitored** by Debris Tech | $945,608 | 69,372 | **Keith Bell,** Mayor, 1111 Bayou Rd, LaMarque, TX 77568, 409-257-6259, k.bell@cityoflamarque.org |
| **Lake Jackson, TX** 7/17/2024-9/13/2024 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (1,198 trees), Leaners (28), Stumps (22); Reduced by Grinding (263,561 CY); (1) **DMS Site**; **Monitored** by Thompson | $3,998,282 | 330,647 | **Modesto Mundo,** City Manager, 25 Oak Drive, Lake Jackson, TX 77566, 979-415-2500, mmundo@lakejacksontx.gov |
| **League City, TX** 7/19/2024-9/15/2024 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (5,092 trees), Leaners (11); Reduced by Grinding (71,885 CY); (2) **DMS Site**; **Monitored** by Thompson | $1,695,137 | 95,887 | **Ryan Edghill,** Emergency Management Coordinator, 300 W Walker, League City, TX, 281-554-1304, ryan.edgehill@leaguecitytx.gov |
| **Liberty County, TX** 8/1/2024-9/9/2024 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (1,970 trees), Leaners (40); Reduced by Grinding (21,774 CY); (1) **DMS Site**; **Monitored** by Tetra Tech | $447,385 | 27,915 | **Madison Gonzalez,** Deputy EMC, 5345 Highway 146 N, Liberty, TX, 77575, 936-334-3219, Madison.gonzalez@co.liberty.tx.us |
| **Manvel, TX** 7/21/2024-8/6/2024 | **Removed & Disposed:** Veg, C&D; **Monitored** by Debris Tech | $569,739 | 29,840 | **Daniel Johnson,** City Manager, 20031 Highway 6, Manvel, TX 77578, 832-336-4049, Dan.johnson@cityofmanvel.com |
| **Montgomery County, TX** 7/16/2024- 10/2/2024 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (20,386 trees), Leaners (779); Reduced by Grinding (1,178,190 CY); (4) **DMS Site**; **Monitored** by Hagerty / Thompson | $17,307,078 | 1,449,510 | **Jason Millsaps,** EMC, 501 North Thompson, Suite 401, Conroe, TX 77301, 936-539-7812, jason.millsaps@mctx.org |
| **Webster, TX** 7/16/2024-7/25/2024 | **Removed & Disposed:** Veg, C&D; **Monitored** by True North | $76,173 | 5,417 | **Dean Spencer,** Fire Chief / EMC, 18300 TX-3, Webster, TX 77598, 281-316-3745, dspencer@websterfd.com |
| **West Columbia, TX** 7/16/2024-8/7/2024 | **Removed & Disposed:** Veg, C&D; Reduced by Grinding (30,127 CY); (1) **DMS Site**; **Monitored** by Rostan | $384,560 | 30,456 | **Debbie Sutherland,** City Manager, 512 E. Brazos Ave., West Columbia, TX 77486, 979-345-3123, citymanager@westcolumbiatx.org |
| **2024 Straight-Line Winds** | **4 Activations – FEMA DR-4781-TX** | **$4,031,822** | **298,045** | |
| **Carrollton, TX** 6/3/2024-8/3/2024 | **Removed & Disposed:** Day Rate Hauling | $1,266,800 | Day Rate | **Elliot Reep,** EM Coordinator, 972-466-4739, elliott.reep@cityofcarrollton.com |
| **Coppell, TX** 6/7/2027-6/25/2024 | **Removed & Disposed:** Day Rate Hauling | $183,600 | Day Rate | **Jennifer Bettis,** Emergency Manager, Jennifer.bettis@coppelltx.gov |
| **Liberty Co, TX** 7/1/2024-7/15/2024 | **Removed & Disposed:** ROW C&D direct; **Monitored** by Tetra Tech | $11,086 | 1,298 | **Madison Gonzalez, Deputy EMC,** 5345 Highway 146 N, Liberty, TX, 77575, 936-334-3219, Madison.gonzalez@co.liberty.tx.us |
| **Richardson, TX** 6/3/2024-7/23/2024 | **Removed & Disposed:** Veg; (1) **DMS Site** - Reduced by grinding (261,468 CY), **Monitored** by Rostan / Haul Pass ADMS | $3,333,136 | 298,898 | **Don Magner**, City Manager, 411 W. Arapaho Rd, Richardson, TX, 7580, 972-744-7204, Don.Magner@cor.gov |
| **2024 Misc** | | **$917,825** | | |
| **Angleton, TX Supercell** | **Removed & Disposed:** Day Rate Hauling | $144,000 | Day Rate | **Jamie Praslicka,** EM Coordinator, 121 S Velasco, Angleton, TX 77515, 979-849-4364 x2137, jpraslicka@angleton.tx.us |
| **Henagar, AL Tornado** 6/22/2024-6/25/2024 | **Removed & Disposed:** Day Rate Hauling | $31,800 | Day Rate | **Lee Davis**, City Mayor, PO Box 39, 9252 Burton Drive, Henagar, AL, 35978, 256-657-6282, henagarcitymayor@farmerstel.com |
| **Jackson County, AL ACCA -** Tornado 6/10/2024-6/24/2024 | **Removed & Disposed:** Day Rate Hauling | $387,850 | Day Rate | **Joshua Whitcomb**, ALEM, Deputy Director, 102 E Laurel St Suite # 110 Scottsboro, AL, 35768, Ema2@jch.net, 256-628-1886 |
| **Montgomery County, TX Flood** 5/20/2024-7/9/2024 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, White goods (8), E-Waste (15), HHW (4,080 Lbs); **Monitored** by Thompson | $354,175 | 24,751 | **Mark Seals**, Deputy Director, 9472 Airport Rd, Conroe, TX, 77303, mark.seals@mctx.org , 832-971-2008 |
| **2023 Hurricane Idalia** | **6 Activations – FEMA DR-4734-FL; 4738-GA** | **$1,797,289** | **69,272** | |
| **Dunedin, FL** 9/11/2023-9/26/2023 | **Removed & Disposed:** ROW C&D direct; **Monitored** by Tetra Tech | $12,680 | 802 | **William "Bill" Pickrum,** Director of Solid Waste 1070 Virginia Street Dunedin, FL 34698 727-298-3215 wpickrum@dunedinfl.net |

| | | | | |
|---|---|---|---|---|
| **FDOT – Levy Co, FL**<br>9/18/2023-10/3/2023 | **Removed & Disposed:** ROW Veg & C&D direct; **Monitored** by Eisman Russo | $36,238 | 3,000 | **Mark Hanna,** Mark.Hanna@dot.state.fl.us<br>**Patrick Upshaw,** Patrick.Upshaw@dot.state.fl.us |
| **St Petersburg, FL**<br>9/7/2023-9/26/2023 | **Removed & Disposed:** ROW C&D direct; **Monitored** by Tetra Tech | $175,670 | 12,653 | **Barbara Stalbird,** Parks & Rec Asst. Director1400 19th St. N St. Petersburg, FL 33713, 727-612-6399 Barbara.Stalbird@stpete.org<br>**Robert Turner,** Solid Waste Asst. Director, 727-239-9380 |
| **Taylor County Schools, FL**<br>9/1/2023-9/6/2023 | **Recovery Management Group**<br>Push Operations, Lump Sum debris Removal, Tree Work | $916,463 | LS | **Jason Stoltzfus**, Director of Recovery – Emergency Advantage, 833-463-7248 |
| **Thomas County, GA**<br>9/1/2023-10/2/2023 | **Removed & Disposed:** ROW County, Barwick, Boston Veg & C&D debris direct; **Monitored** by Thompson | $116,290 | 14,514 | **Jay Knight,** Thomas County Public Works Deputy Director, 78 Joiner Rd<br>Thomasville, GA 31757 226-226-4389 Jay.knight@thomascountyga.gov |
| **Ware Co, GA**<br>9/23/2023-10/2/2023 | **Removed & Disposed:** ROW County, Waycross, Veg & C&D; Hangers (889 trees), Leaners (16); (1) DMS Site - Reduced by grinding (30,250 CY); **Monitored** by Thompson | $539,948 | 38,303 | **Jonathan Daniell,** Dir EMA, 3395 Harris Rd, Ste 300, Waycross, GA 31503, 912-287-4394, jdaniell@warecounty.com |
| **2023 AR Tornado** | **2 Activations** | **$17,506,998** | **944,330** | |
| **North Little Rock, AR**<br>4/4/2023-8/21/2023 | **Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (452 trees), Leaners (4,605), Stumps (1,390); Reduced by Grinding (519,538) & compaction (41,535); (1) **DMS Site**; **Monitored** by Tetra Tech | $16,668,619 | 852,351 | **Kim Francisco,** Head of Emergency Services Ph: 501-425-8197 Kim.francisco@nlrpolice.org |
| **Sherwood, AR**<br>4/7/2023-5/22/2023 | **Removed & Disposed:** Veg, Hangers (30 trees), Leaners (3), stumps (4); Reduced by Grinding (42,021);<br>(1) **DMS Site**; **Monitored** by Tetra Tech | $838,379 | 91,979 | **Brian Galloway** – Public Works Director. Ph: 501-413-8018<br>cell. briang@cityofsherwood.net |
| **2023 Tornado** | | **$295,558** | **34,092** | |
| **Deer Park, TX**<br>2/6/2023-3/4/2023 | **Removed & Disposed:** Veg, C&D; **Monitored** By: True North | $295,558 | 34,092 | **Mr. Jaime Galloway,** Emergency Management Director 2211 East X Street Deer Park, TX 77536 (281) 478-7298 jgalloway@deerparktx.org |
| **2023 Ice Storm** | **2 Activations** | **$12,132,890** | **913,398** | |
| **Austin, TX**<br>2/6/2023-4/14/2023 | **Removed & Disposed: Parks debris**, Veg, Hangers (1,583 trees); Leaners (74); Reduced by Grinding (435,607 CY); (1) **DMS Site**; **Monitored** by Tetra Tech | $6,380,065 | 506,766 | **Amy Slagle,** Resource Recovery Division Manager PO Box 1088 Austin, TX 78767 (512) 974-4302 amy.slagle@austintexas.gov |
| **Travis Co, TX**<br>2/25/2023-5/17/2023 | **Removed & Disposed:** Veg, Hangers (7,037 trees), leaners (10); Reduced by Grinding (343,768); (2) **DMS Sites**; **Monitored** by Tetra Tech | $5,752,825 | 406,632 | **Jennifer Winkler,** Senior Procurement Specialist, PO Box 1748 Austin,TX 78767 (512) 854-9197 Jennifer.Winkler@traviscountytx.gov |
| **2023 Misc.** | | **$2,537,658** | **42,115** | |
| **Collier Co, FL**<br>3/4/2023-3/11/2023 | **Removed & Disposed: Fish Kill** | $44,910 | Hrly | **Gino Santa Barbara,** Gino.Santabarbara@colliercountyfl.gov<br>**Tony Barone,** Tony.Barone@colliercountyfl.gov |
| **Edgecombe Co, NC**<br>10/16/2023-10/19/2023 | **Tornado** debris hauled direct, Self-monitored | $11,432 | 1,083 | **Dee Waters,** Assistant Finance Director 201 St. Andrew St. Suite 205 Tarboro, NC 27886 252-641-7888 deewaters@edgecombeco.com |
| **Montgomery Co, TX**<br>6/26/2023-7/13/2023 | **Wind Storm**<br>**Removed & Disposed: Debris by Day Rate** | $289,000 | Hrly | **Nicole Gentz**<br>Nicole.gentz@mctx.org |
| **Naples, FL**<br>3/3/2023-3/9/2023 | **Removed & Disposed: Fish Kill** | $58,440 | Hrly | **Jim Hodgdon,** Parks & Parkways Superintendent<br>280 Riverside Circle \| Naples, FL 34102 Office: 239-213-7134<br>jhodgdon@naplesgov.com |

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| **Nash Co, NC**<br>8/1/2023-9/15/2023 | **Tornado Debris Removal** | $332,443 | 26,586 | **Bill Hill,** Nash County Public Health Director 120 W Washington St Nashville, NC 27856 252-462-2444 William.hill@nashcountync.gov |
| **Newport News, VA**<br>3/17/2023 – 7/31/2023 | | $22,800 | Per Property | **Derrick Porter,** Storm water, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com |
| **The Nature Conservancy**<br>10/25/2023-1/23/2024 | **Lightning Point Eastern Breakwaters Construction** | $1,480,552 | LS | |
| **Virginia Beach, VA**<br>5/4/2023-6/2/2023 | **Tornado**<br>**Removed & Disposed:** Veg, C&D, Mulch; Reduced by Grinding (22,306);(1) **DMS Site**; **Self Monitored** | $298,081 | 14,446 | **Dennis Simon,** Virginia Beach Department of Public Works 3556 Dam Neck Road \| V-irginia Beach, VA 23453, 757-615-2094 dsimon@vbgov.com |
| **2022 Hurricane Nicole** | **3 Activations** | **$567,715** | **39,600** | |
| **Brevard Co, FL**<br>11/19/2022-12/16/2022 | **Removed & Disposed:** Veg, C&D, **Monitored** By: Tetra Tech | $527,181 | 35,741 | **Tom Mulligan,** Solid Waste Director, 2725 Judge Fran Jamieson Way, Bldg. A-118, Viera, FL, (321) 543-1547, Thomas.mulligan@brevardfl.gov |
| **Flagler Beach, FL**<br>12/5/2022-12/8/2022 | **Removed & Disposed:** Veg, **Monitored** By: Tetra Tech | $20,802 | 1,493 | **Larry Newsom**, City Manager, 105 South Second Street, Flagler Beach, FL 32136, (386) 517-2000 Ext 222, lnewsom@cityofflaglerbeach.com |
| **Vero Beach, FL**<br>11/28/2022-12/6/2022 | **Removed & Disposed:** Veg, **Monitored** By: Thompson | $19,732 | 2,366 | **Don Dexter,** PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org |
| **2022 Hurricane Ian** | **36 Activations – FEMA DR-4673-FL** | **$412,134,933** | **19,405,302** | |
| **Apopka, FL**<br>9/29/2022-12/5/2022 | **Removed & Disposed: PUSH** , Veg, mulch, hangers (1,019 trees), Reduced **by** Grinding (76,083 CY); (1) DMS; **Monitored** by Thompson | $1,101,577 | 53,850 | **Josh Robinson**, Sanatation Operations Manager, 748 E Cleveland Street, Apopka, FL 32703, (407) 703-1731, jrobinson@apopka.net |
| **Bonita Springs, FL**<br>9/30/2022-2/3/2023 | **Removed & Disposed: PUSH**, Veg, C&D, Hangers (671 trees), Leaners (7), Ewaste (2,712), HHW (99,920 Lbs), White Goods (1,912), Freon, Reduced by Compaction (107,754 CY) & Grinding (140,426 CY) (1) DMS; **Monitored** By: Thompson | $7,529,288 | 354,413 | **Matt Feeney**, Public Works Director, 9101 Bonita Beach Road, Bonita Springs, FL 34135, (239) 949-6246, matt.feeney@cityofbonitasprings.org |
| **Brevard County, FL**<br>10/5/2022-10/28/2022 | **Removed & Disposed: ROW, Gated Communities,** Veg, C&D, **Monitored** By: Tetra Tech | $1,298,850 | 88,058 | **Tom Mulligan,** Solid Waste Director, 2725 Judge Fran Jamieson Way, Bldg. A-118, Viera, FL, (321) 543-1547, Thomas.mulligan@brevardfl.gov **(Previously Euri Rodriguez)** |
| **Casselberry, FL**<br>10/9/2022-11/30/2022 | **Removed & Disposed:** Veg, Mulch, Hangers (75 trees), Leaners (34), Reduced by Grinding (20,304 CY) (1) DMS**; Monitored** By: Thompson | $455,949 | 25,458 | **Chuck Smith**, Parks & Facilities Superintendent, 95 Triplet Lake Dr., Casselberry, FL 32707, (407) 262-7725, csmith@casselberry.org |
| **Charlotte County Schools, FL**<br>10/1/2022-1/18/2023 | **Removed & Disposed: PUSH**, Veg, C&D, Hangers, Leaners, Building repairs, **Work Completed through Synergy** | $3,264,654 | LS | **Jason Stoltzfus**, Synergy Recovery Manager, jasons@synergynds.com |
| **Cocoa Beach, FL**<br>10/13/2022-10/26/2022 | **Removed & Disposed: ROW, St Rds**, Veg, C&D**; Monitored** By: Tetra Tech | $71,993 | 8,362 | **Rob Strong**, Public Works Project Manager, 1600 Minutemen Causeway, Cocoa Beach, FL 32931, (321) 868-3316, rstrong@cityofcocoabeach.com |
| **Cocoa, FL**<br>10/24/2022—<br>10/26/2022 | **Removed & Disposed:**, Veg, **Monitored** By: Thompson | $21,786 | 3,005 | **Bryant Smith**, Public Works Director, 155 N Wilson Ave, Cocoa, FL 32922, (321) 433-8772, bsmith@cocoafl.org |
| **Collier Co, FL**<br>10/19/2023-2/2/2024 | **Removed & Disposed: NRCS Waterway Debris; Monitored** By: Tetra Tech | $4,982,108 | 15,622 | **Pawel Brzeski,** Project Manager, Storm water Management, 2685 South Horseshoe Drive Naples FL 34104; 239-252-2927; Pawel.Brzeski@colliercountyfl.gov |

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| **Edgewater, FL**<br>10/6/2022-12/9/2022 | **Removed & Disposed:** Veg, C&D, Reduced by Compaction (24,978 CY) (1) DMS; **Monitored** By: Witt O'Briens | $1,681,924 | 121,539 | **Brenda Dewees**, Environmental Services Director, 409 Mango Tree Drive, Edgewater, FL 32132, (386) 424-2400 ext4007, BDewees@cityofedgewater.org |
| **Estero, FL**<br>9/30/2022-1/21/2023 | **Removed & Disposed: PUSH**, **Parks,** Veg, C&D, Hangers (1,377 trees), Leaners (47), E-waste (1,110), HHW (7,712 Lbs), White Goods (581), Freon, Reduced by Compaction (110,515 CY) & Grinding (190,546 CY) (1) DMS; **Monitored** By: Rostan using HaulPass | $6,064,755 | 358,146 | **Steve Sarkozy**, Village Manager, 9401 Corkscrew Palms Circle, Estero, FL 33928, (239) 221-5035, sarkozy@estero-fl.gov |
| **FL DEM**<br>11/30/2022 – 01/29/2024 | **Lee Co PPDR / CPDR**<br>**Removed & Disposed: Demo, Vessels,** Veg, C&D, Hangers (19 trees), Leaners (8), Stumps (5), white goods (8,848), E-waste (4,412), HHW (351,100 lbs); **Reduced by** Compaction (732,752 CY) & Grinding (81,335 CY); (8) DMS Sites; **Monitored** by CDR McGuire | $95,353,212 | 1,920,124 | **Stephanie Stachowiz,** General Counsel<br>Stephanie.Stachowicz@em.myflorida.com<br>**Cameron Morris,** AC Disaster Consulting 770-855-7330<br>cmorris@acdisaster.com |
| **Flagler Beach, FL**<br>10/8/2022-10/27/2022 | **Removed & Disposed:** Veg, **Monitored** By: Tetra Tech | $89,646 | 5,433 | **Larry Newsom**, City Manager, 105 South Second Street, Flagler Beach, FL 32136, (386) 517-2000 Ext 222, lnewsom@cityofflaglerbeach.com |
| **Ft. Myers Beach, FL**<br>10/8/2022-9/15/2023 | **Removed & Disposed: PUSH**, Veg, C&D, Sand, Hangers (88 trees), Leaners (21), E-waste (2,308), HHW (431,340 Lbs), White Goods (7,116), Freon, Reduced by Compaction (814,621 CY) & grinding (23,870 CY), (5) DMS**; Monitored** By: Thompson | $30,948,685 | 1,277,892 | **Roger Hernstadt**, Town Manager, 2523 Estero Blvd, Fort Myers Beach, FL 33931, (239) 765-0202 Ext 1100, Roger@fmbgov.comSaeed |
| **Ft. Myers, FL**<br>9/30/2022-4/3/2023 | **Removed & Disposed: PUSH**, **Waterway Debris, PPDR/CPDR,** Veg, C&D, Hangers (6,996 trees), Leaners (152), Stumps (31), E-waste (213), White Goods (82), Freon, Reduced by Compaction (148,483 CY) & Grinding (504,726 CY) (1) DMS**; Monitored** By: Thompson | $13,023,787 | 823,849 | **Saeed Kazemi**, City Manager, 2200 Second Street, Ft. Myers, FL 33901, (239) 321-7024, SKazemi@cityftmyers.com |
| **Kissimmee, FL**<br>10/3/2022-1/19/2023 | **Removed & Disposed:** Veg, C&D, Hangers (59 trees), Reduced by Compaction (8,251 CY) & Grinding (11,517 CY) (1) DMS; **Monitored** By: Thompson | $362,740 | 22,742 | **Mr. Ashley Willis**, Asst. Dir PW /City Engineer, 101 N. Church Street, Kissimmee, FL 34741, (407) 518-2177, Ashley.willis@kissimmee.gov |
| **Lee County, FL**<br>9/30/2022-4/26/2023 | **Removed & Disposed: PUSH**, **Waterway Debris, Parks, St Rds,** Veg, C&D, Sand, Hangers (38,431 trees), Leaners (4,395), Stumps (5), E-waste (7,553), HHW (959,980 Lbs), White Goods (12,367), Freon, Vessels; Reduced by Compaction (2,279,129 CY) & Grinding (4,058,872 CY); (16) DMS; **Monitored** By: Thompson | $136,373,528 | 8,136,400 | **Paul Flores**, Solid Waste Ops Manager, (239) 533-8017, pflores@leegov.com |
| **Lee County School District, FL**<br>10/1/2022-3/6/2023 | **Removed & Disposed:** Veg, C&D, Hangers (1,543 trees), Leaners (136), Reduced by Compaction (393 CY) & Grinding (15,543 CY) (1) DMS**; Monitored** By: Thompson | $354,202 | 17,684 | **Barbra Cedeno**, (239) 229-7823, barbarac@leeschools.net |
| **Oak Hill, FL**<br>10/14/2022-12/7/2022 | **Removed & Disposed:** Veg, Reduced by Grinding (6,194 CY) (1) DMS**; Monitored** By: Tetra Tech | $90,429 | 8,217 | **Kohn Evans**, City Administrator, 234 US Hwy 1, Oak Hill, FL 32759, evansK@oakhillfl.com |
| **Ocoee, FL**<br>11/2/2022-2/22/2023 | **Removed & Disposed:** Veg, C&D, Parks debris, Wet debris, Hangers (36 trees), Leaners (318), Stumps (1); Reduced by Grinding (34,435 CY) (1) DMS**; Monitored** By: Thompson | $692,837 | 42,920 | **Steve Krug**, Public Works Director, 301 Maguire Road, Ocoee, FL 34671, (407) 905-3100 Ext 6001, Skrug@ci.ocoee.fl.us |
| **Okeechobee Co, FL**<br>10/10/2022-12/14/2022 | **Removed & Disposed:** Veg**; Monitored** By: Culpepper & Terpening | $2,582,798 | 150,876 | **Mitchell Smeykal**, EM Director, 707 NW 6th St Ave, Okeechobee, FL 34972, (863) 763-3212, msmeykal@co.okeechobee.fl.us |
| **Okeechobee, FL**<br>10/10/2022-12/10/2022 | **Removed & Disposed:** Veg**; Monitored** By: Culpepper & Terpening | $1,168,308 | 41,649 | **Gary Ritter**, City Administrator, 55 SE 3rd Ave, Okeechobee, FL 34972 |
| **Ormond Beach, FL**<br>10/5/2022-11/28/2022 | **Removed & Disposed: ROW & Gated debris,** Veg, Reduced by Grinding (111,911 CY) (1) DMS **Monitored** By: Thompson | $1,388,795 | 122,338 | **Kevin Gray**, PW Ops Manager, 501 N. Orchard Street, Ormond Beach, FL 32174, (386) 676-3577, kevin.gray@ormondbeach.org |

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| **Pembroke Pines, FL** 9/30/2022-10/14/2022 | **Removed & Disposed:** Veg, C&D, Hangers (91 trees), Leaners (14), Reduced by Compaction (677 CY) & Grinding (4,969 CY) (1) DMS**; Monitored** By: Tetra Tech | $146,704 | 7,619 | **Charles Dodge**, City Manager, 601 City Center Way, 4th Floor, Pembroke Pines, FL 33025, (954) 450-1040, cdodge@ppines.com |
| **Ponce Inlet, FL** 10/10/2022-10/27/2022 | **Removed & Disposed:** Veg, C&D, **Monitored** By: Witt O'Briens | $41,816 | 2,328 | **Kim McColl**, Director, 4300 S Atlantic Ave, Ponce Inlet, FL 32127, (386) 236-2150, kmccoll@ponce-inlet.org |
| **Port Orange, FL** 10/7/2022-1/11/2023 | **Removed & Disposed:** Veg, C&D, Hangers (35 trees), Leaners (39), Stumps (1); Reduced by Compaction (54,654 CY) & Grinding (242,860 CY) (1) DMS**; Monitored** By: Thompson | $4,323,871 | 360,771 | **Lynn Stevens**, Public Works Director, 1395 Dunlawton Ave, Port Orange, FL 32129, (386) 506-5750, lstevens@port-orange.org |
| **Punta Gorda, FL** 10/3/2022-12/20/2022 | **Removed & Disposed: PUSH**, **ROW, Private,** Veg, C&D, Hangers (727 trees), Leaners (323), Stumps (1); Reduced by Grinding (43,363 CY); (1) DMS**; Monitored** By: Landfall Strategies | $2,171,018 | 224,231 | **Greg Murray**, City Manager, 326 West Marion Ave, Punta Gorda, FL 33950, (941) 575-3301, gmurray@cityofpuntagordafl.com |
| **Sanford, FL** 10/10/2022-12/3/2022 | **Removed & Disposed:** Veg, C&D, Reduced by Grinding (33,648 CY) (1) DMS**; Monitored** By: Witt O'Briens | $416,436 | 38,780 | **John Reichardt**, Public Works Ops Manager, 300 N Park Ave, Sanford, FL 32771, (407) 688-5080 Ext 5087, John.reichardt@sanfordfl.gov |
| **Sanibel, FL** 10/1/2022-7/24/2023 | **Removed & Disposed: PUSH**, **Marine debris**, Veg, C&D, Sand, Hangers (8,504 trees), Leaners (4,198), E-waste (5,518), HHW (694,480 Lbs), White Goods (15,475), Freon, Reduced by Compaction (887,203 CY) & Grinding (957,588 CY) (7) DMS**; Monitored** By: Thompson | $56,243,244 | 2,521,087 | **Scott Krawczuk**, Public Works Deputy Director, 800 Dunlop Road, Sanibel, FL 33957, (239) 472-6397, scott.krawczuk@mysanibel.com |
| **Sarasota County, FL** 10/6/2022-2/22/2023 | **Removed & Disposed: ROW & Private / Gated** Veg, C&D, Hangers (7,533 trees), Leaners (1,193), Stumps (128), Reduced by Grinding (1,510,384 CY) (2) DMS**; Monitored** By: Tetra Tech | $20,651,895 | 1,637,904 | **Lois Rose**, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net |
| **Sarasota County, FL** 3/24/2023-6/17/2023 | **Waterway Debris**<br>**Removed & Disposed: FEMA & NRCS** Wet debris direct hauled**; Monitored** By: Tetra Tech | $5,620,561 | 73,604 | **Lois Rose**, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net |
| **Sarasota School Board** 10/24/2022-11/7/2022 | **Removed & Disposed:** Veg, C&D, **Monitored** By: Tetra Tech | $34,468 | 3,049 | **Don Hampton**, Facilities Services Director, (941) 927-9000 Ext 68835, Don.Hampton@sarasotacountyschools.net |
| **Satellite Beach, FL** 10/6/2022-10/28/2022 | **Removed & Disposed:** Veg, C&D, **Monitored** By: Tetra Tech | $86,962 | 4,945 | **Courtney Barker**, City Manager, 565 Cassia Blvd, Satellite Beach, FL 32937, (321) 773-1391, cbarker@satellitebeach.org |
| **South Daytona, FL** 10/5/2022-11/15/22 | **Removed & Disposed: PUSH**, Veg, C&D, Reduced by Compaction (25,185 CY) & Grinding (46,565 CY) (1) DMS**; Monitored** By: Tetra Tech | $1,340,830 | 71,751 | **Patricia Clark**, Public Works Specialist, 1770 Segrave Street, South Daytona, FL 32119, (386) 322-3088, pclark@southdaytona.org |
| **St. Petersburg, FL** 10/11/2022-11/26/2022 | **Removed & Disposed:** Veg, Reduced by Grinding (75,090 CY) (1) DMS**; Monitored** By: Tetra Tech | $1,705,963 | 111,492 | **Amber Boulding**, EM Specialist, 400 Dr. Martin Luther King Jr. St., St. Petersburg, FL 33731, (727) 893-7683, amber.boulding@stpete.org |
| **Venice, FL** 9/29/2022-12/14/2022 | **Removed & Disposed: PUSH**, **ROW & Parks,** Veg, C&D, Gated debris, Hangers (2,563 trees), Leaners (584), Stumps (6); Reduced by Compaction (30,883 CY) & Grinding (117,847 CY) (1) DMS**; Monitored** By: Witt O'Briens | $3,601,136 | 195,785 | **James Clinch**, Public Works Director, 221 S. Seaboard Avenue, Venice, FL 34285, (941) 486-2422, jclinch@venicegov.com |
| **Volusia County, FL** 10/5/2022-1/14/2023 | **Removed & Disposed: ROW, Gated, Mobile Home Parks, Parks,** Veg, C&D, Stumps (1); Reduced by Compaction (24,130 CY), Grinding (547,337 CY); (6) DMS; **Monitored** By: Tetra Tech | $6,749,476 | 548,920 | **George Recktenwald**, County Manager, 123 West Indiana Ave, Deland, FL 32720, (386) 736-5920, grecktenwald@co.volusia.fl.us |
| **Winter Garden, FL** 10/9/2022-10/16/2022 | **Removed & Disposed:** Veg, Reduced by Grinding (4,459 CY) (1) DMS; **Monitored** By: Thompson | $98,702 | 4,459 | **Richard Fasano**, Public Services Director of Ops, 880 W. Bay Street, Winter Garden, FL 34787, (407) 877-5449, rfasano@cwgdn.com |
| **2022 Winter Storms** | | **$101,137** | **T&M** | |

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| **SC DOT Winter Storm Izzy** 1/17/2022-1/18/2022 | **Push Operations** | $55,297 | T&M | **David Cook**, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org |
| **SC DOT Winter Storm Jasper** 1/22/2022 | **Push Operations** | $45,840 | T&M | **David Cook**, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org |
| **2022 Misc** | **Miscellaneous Projects** | **$6,608,753** | | |
| **Calcasieu Parish District 1 Ward 6, LA** 3/1/2022-3/15/2022 | **Debris removal from Community Center and Playground** | $34,375 | LS | **Peggy Robertson,** P.O. Box 1583, DeQuincy, LA 70633, 337-802-5199, gammpeg@aol.com |
| **Lee County, FL – Tornado** | **Removed & Disposed:** C&D Direct Haul **Monitored by** Thompson | $86,985 | 9,665 | **Roger Desjarlais,** County manager, P.O. Box 398, Ft Myers, FL 33902, 239-533-2221, rdesjarlais@leegov.com |
| **Mexico Beach, FL** | **Dredging Phase II** **Monitored** by Eisman Russo | $524,049 | T&M | **Tommy Davis,** Public Works Manager 850-527-3087 201 Paradise Path Mexico Beach, FL 32410 t.davis@mexicobeachgov.com **Tanya Castro,** City Administrator, 201 Paradise Path, Mexico Beach, FL 32410 t.castro@mexicobeachgov.com |
| **2021 KY Tornado** | **2-Activations – 4 DMS** | **$3,841,472** | **287,551** | |
| **Bowling Green, KY** 12/18/2021-2/16/2022 | **Removed & Disposed:** Veg, C&D, hangers (194 trees), leaners (189), stumps (11); Reduced by grinding (118,343 CY) & compaction (54,232 CY), (2) DMS; **Monitored** by Tetra Tech | $3,022,273 | 224,447 | **Matt Powell,** Environmental Manager City of Bowling Green, KY 1011 College Street, Bowling Green, KY 42102, 270-393-3071; Matt.Powell@bgky.org |
| **Warren Co, KY** 12/18/2021-2/15/2022 | **Removed & Disposed:** Veg, C&D, hangers (98 trees), leaners (55), stumps (4); Reduced by grinding (38,194 CY) & compaction (9,352 CY), (2) DMS**; Monitored** by Tetra Tech | $819,199 | 63,105 | **Josh Moore,** Public Works Director, 1141 State Street, Bowling Green, KY 42101 270-779-6808 josh.moore@ky.gov |
| **2021 Hurricane Nicholas** | **7-Activations – 7 DMS** | **$1,991,995** | **177,421** | |
| **Angleton, TX** 9/23/21-10/15/21 | **Removed & Disposed:** Veg, **Reduced by** Grinding **(1)** DMS**; Monitored** by Tetra Tech | $252,769 | 34,158 | **Jeff Sifford,** Public Works Director, 901 South Velasco, Angleton, TX 77515, 979-849-4364, jsifford@angleton.tx.us |
| **Brazoria County, TX** 9/28/21- 10/28/21 | **Removed & Disposed:** Veg, **Reduced by** Grinding (83,177 CY) **(1)** DMS**; Monitored** by Rostan / Haul Pass | $809,512 | 58,198 | **Mr. Steve Rosa**, Emergency Management Coordinator (979) 864-1801 111 E Locust St., Suite 102, Brazoria, TX 77515; steverosa@brazoria-county.com |
| **Brazoria, TX** 10/4/21- 10/23/21 | **Removed & Disposed:** Veg, **Reduced by** Grinding (**1**) DMS**; Monitored** by Tetra Tech | $123,970 | 9,183 | **Mike Collard**, City Manager, 201 S Main Street, Brazoria, TX 77422, 979-798-2018; citymanager@cityofbrazoria.org |
| **Clute, TX** 9/27/21- 10/18/21 | **Removed & Disposed:** Veg, **Reduced by** Grinding (**1**) DMS; **Self Monitored – Day Rate per truck** | $119,000 | Day Rate | **CJ Snipes**, City Manager, 108 E Main St., Clute, TX 77531; 979-265-2541; cjsnipes@clutetexas.gov |
| **Holiday Lakes, TX** 10/20/2021-10/22/2021 | **Removed & Disposed:** Veg; **Reduced by** Grinding (**1**) DMS**; Self Monitored – Day Rate per truck** | $10,200 | Day Rate | **Norman Schroeder**, Mayor, 195 N Texas Ave. Holiday Lakes, TX 77515, Cindy@holidaylakestexas.com |
| **Lake Jackson, TX** 9/23/21- 10/16/21 | **Removed & Disposed:** Veg, C&D (Direct) **Reduced by** Grinding **(1)** DMS**; Monitored** by Thompson | $601,744 | 75,882 | **Sabrina England**, Director Public Works, 25 Oak Dr., Lake Jackson, TX 77566; 979-415-2430; sengland@lakejacksontx.gov |
| **West Columbia, TX** 9/27/21- 10/16/21 | **Reduced & Disposed**: ROW Veg hauling to grind site (Waste Water Treatment Plant facility); **Monitored** by Witt Obrien | $74,800 | Day Rate | **Debbie Sutherland**, City Manager, 512 E Brazos Ave., West Columbia, TX 77486; 979-345-3123; citymanager@westcolumbiatx.org |
| **2021 Hurricane Ida** | **4-Activations- 4 DMS – DR 4626-MS, DR-4611-LA** | **$41,927,103** | **2,245,007** | |

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| **Audubon Nature Institute, LA** 9/6/2021-10/25/2021 | **Removed & Disposed:** Push, Veg, hangers (2,576 trees), leaners (381); **Monitored** by Tetra Tech | $1,354,632 | 19,409 | **Daniel Illg,** Arboricultural Supervisor, 6500 Magazine Street New Orléans, LA 70118 Ofc. 504-212-5232 cell: 985-960-8873, dillg@audubooninstitute.org **Cecilie Halliwill,** Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 challiwill@audubooninstitute.org |
| **Biloxi, MS** 9/27/2021-10/13/2021 | **Removed & Disposed:** Veg direct; **Self Monitored –** Day Rate per truck | $95,200 | Day Rate | **Mr. Billy Ray Allen,** Public Works Director 780 Esters Blvd. Biloxi, MS 39530 228-435-6271 ballen@biloxi.ms.us **Mayor Andrew "FoFo" Gilich**, 140 Lameuse Street 2nd Floor, Biloxi MS 39530 mayor@biloxi.ms.us |
| **Gulfport, MS** 10/11/2021-11/6/2021 | **Removed & Disposed:** Veg & C&D Direct to FDS **Monitored** by Tetra Tech | $439,481 | 29,201 | **Wayne E. Miller**, Director of Public Works & Engineering, 4050 Hewes Ave., Gulfport, MS 39507 228-868-5740 **Jessica Versiga**, Procurement 1410 24th Ave., Gulfport, MS 39501, 228-868-5705 ext. 6457 ; jversiga@gulfport-ms.gov |
| **St. John Baptist Parish, LA** 9/6/2021-11/4/2022 | **Removed & Disposed: PUSH**, **DOT Rds, Parks,** Veg, C&D, Parks debris, Hangers (2,198 trees), Leaners (28), stumps (2,801), E-waste (18,089), HHW (263,380 Lbs), White Goods (2,620), Freon, Refrigerator Contents (661,880 Lbs); **Reduced by** Compaction (912,800 CY) & Grinding (398,257 CY) (3) DMS**; Monitored** By: Tetra Tech | $32,202,382 | 2,073,292 | **Ms. Jaclyn Hotard**, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov |
| **St. John Baptist Parish, LA** Laterals 3/5/2022-10/21/2022 | **Removed & Disposed:** Water debris, grinding (32,149 CY), compaction (6,269 CY) | $7,023,462 | 79,320 | **Ms. Jaclyn Hotard**, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov |
| **St. John Baptist Parish, LA** PPDR 2/28/2023- 4/22/2024 | **Debris Removal from Private Property** **Removed & Disposed:** Veg, C&D, Hangers (904 trees), Leaners (506), Stumps (147), white goods (6); **Reduced by** Compaction (4,211) & Grinding (30,667 CY) (1) DMS**; Monitored** By: Tetra Tech | $811,946 | 43,785 | **Ms. Jaclyn Hotard**, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov |
| **2021 Flooding & Severe Storms** | **2-Activations- 6 DMS - DR-4606-LA** | **$907,894 Total Event Cost** | **58,657 Total Event CY** | |
| **Calcasieu Parish, LA** 06/07/21-8/4/2021 | **Removed & Disposed:** Veg, C&D, E-waste (30), White Goods (42), Freon, Refrigerator Contents (25,320 Lbs); **Reduced by** Compaction (5,156 CY) & Grinding (244 CY), (3) DMS, **Monitored** by Tetra Tech | $222,312 | 8,626 | **Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov |
| **Lake Charles, LA** 06/08/2021-8/25/2021 | **Removed & Disposed:** C&D, White Goods (96), Freon, Refrigerator Contents (2,940 Lbs); **Reduced by** Compaction (36,678 CY), (3) DMS; **Monitored** by Tetra Tech | $685,582 | 50,031 | **John Cardone, Jr.** City Administrator 326 Pujo Street, 10th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 mayorsactionline@cityoflc.us |
| **2021 Misc** | **9 Activations** | **$7,925,943** Total Event Cost | | |
| **AL DOT – Dauphin Island Bridge Repair** 5/11/2021-7/19/2021 | **Repair to Bridge Fender System** | $383,447 | T&M | **Evan Davis, P.E.** Bridge Operations Engineer Mobile Area, AL DOT Office 251-470-8247 Cell: 251-635-3021 |
| **Calcasieu Parish, LA – Tornado** 11/30/2021-12/4/2021 | **Removed & Disposed:** C&D debris direct to final disposal; **Self Monitored** | $28,960 | 1,679 | **Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov |
| **Friendswood, TX Winter Storm** 3/1/2021-3/11/2021 | **Removed & Disposed:** C&D direct, e-waste (14); **Monitored** by Tetra Tech | $35,235 | 1,671 | **Brian Mansfield**, Fire Marshall & EM Coordinator 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, bmansfield@ci.friendswood.tx.us |

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| **Hillsborough Co, FL** 4/2021-11/5/2021 | **Grinding Project** | $65,123 | | **Robert Williams,** PO box 8181, Hillsborough, NC 27278, 919-968-2885 |
| **New Jersey** 9/22/2021-9/25/2021 | **Lambertville / Swan Creek Debris Removal** | $180,900 | 668 | **Suzanne Biggins,** Department of Environmental Protection, PO Box 402, Trenton, NJ 08625-0402, 609-292-2885, Suzanne.Biggins@dep.nj.gov |
| **Newport News, VA** 6/2021-7/2021 | **Tree Removal & Disposal** | $17,486 | LS | **Amy K. Gray,** Acting Administrator, Division of Solid Waste, Department of Public Works, City of Newport News, 513 Oyster Point Road, Newport News, VA 23602, Direct: 757-269-2853, grayak@nnva.gov |
| **Naples, FL** 1/12/2021-1/13/2021 | **Fish Kill Clean up**: Mobilization & Demobilization, Hourly Time & Materials | $16,982 | Hrly | **Jim Hodgdon,** Parks & Parkways Superintendent, 280 Riverside Circle, Naples, FL 34102, 239-213-7134, jhodgdon@naplesgov.com |
| **St Petersburg, FL** 5/11/2021-7/19/2021 | **Red Tide Debris Removal** | $169,980 | Hrly | **Fredrick B. Ross,** Director, 1635 3rd Ave. N, Saint Petersburg, FL 33713, 727-551-3186 |
| **The Nature Conservancy** 6/25/2021-7/26/2022 | **Pensacola , FL** East Bay Oyster Habitat Restoration, | $7,027,830 | Hrly | **Heather Hyde,** 2500 Maitland Center Pkwy, Maitland, FL 32751, Heather.Hyde@jacobs.com |
| **2020 Hurricane Zeta** | **8-Activations – 6 DMS – DR-4576 (MS), DR-4577 (LA)** | **$28,333,915** Total Event Cost | **2,017,585** Total Event CY | |
| **Audubon Nature Institute, LA** 10/31/2020-12/15/2020 | **Removed & Disposed:** Veg, C&D, hangers (486 trees), leaners (288); **Monitored** by Tetra Tech | $593,154 | 9,668 | **Daniel Illg,** Arboricultural Supervisor, 6500 Magazine Street New Orléans, LA 70118 Ofc. 504-212-5232 cell: 985-960-8873, dillg@audubooninstitute.org **Cecilie Halliwill,** Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 challiwill@audubooninstitute.org |
| **Biloxi, MS** 11/5/2020-1/20/2021 | **Removed & Disposed:** Veg, C&D; **Reduced** by Grinding, (1) DMS Site; **Monitored** by True North | $3,939,197 | 272,608 | **Mr. Billy Ray Allen,** Public Works Director 780 Esters Blvd. Biloxi, MS 39530 228-435-6271 ballen@biloxi.ms.us **Mayor Andrew "FoFo" Gilich,** 140 Lameuse Street 2nd Floor, Biloxi MS 39530 mayor@biloxi.ms.us |
| **D'Iberville, MS** 11/12/2020-1/11/2021 | **Removed & Disposed:** Veg, C&D, Leaners (37), Hangers (370 trees); **Self-Monitored** | $568,457 | 35,035 | **Mike Mullins,** Director of Public Works 10383 Auto mall Parkway D'Iberville, MS 39540 Ofc: 228-669-5539 Cell: 228-669-5539 mmullins@diberville.ms.us |
| **Gulfport, MS** 11/10/2020-2/23/2021 | **Removed & Disposed:** Veg, C&D, Leaners (485), Hangers (12,297 trees), Stumps (9); **Reduced** by Grinding (371,750 CY), (2) DMS; **Monitored** by Tetra Tech | $6,365,585 | 572,503 | **Robert (Chris) K. Riemann,** Engineering Director 4050 Hewes Avenue Gulfport, MS 39507 Ofc: 228-868-5740 Cell: 228-518-2980 kriemann@gulfport-ms.gov |
| **Harrison Co, MS** 11/06/2020-2/3/2021 | **Removed & Disposed:** Veg, C&D, Leaners (966), Hangers (36,055 trees); **Reduced** by Grinding (409,681 CY), **(2)** DMS; **Monitored** by Volkert | $9,225,138 | 654,150 | **Rupert H. Lacy,** Director of Emergency Management 1801 23rd Avenue Gulfport, MS 39502 Ofc: 228-865-4002 Cell: 228-323-6420 rupertlacy@co.harrison.ms.us |
| **Jackson Co, MS** 11/09/2020-02/7/2021 | **Removed & Disposed:** Veg, C&D, Leaners (488), Hangers (14,079 trees), Parks, Golf Courses, beach debris; **Monitored** by Thompson | $7,148,349 | 436,284 | **W. Brian Fulton,** County Administrator 2915 Canty Street Pascagoula, MS 39567 228-769-3088 Brian_Fulton@co.jackson.ms.us |
| **Pascagoula, MS** 11/20/2020-12/18/2020 | **Removed & Disposed:** Veg; Leaners (1 tree) & Hangers (658 trees); **Monitored** by Thompson | $286,302 | 20,888 | **Karen Kennedy,** City Clerk 603 Watts Avenue Pascagoula, MS 39567 Ofc: 228-938-6615 cityclerk@cityofpascagoula.com |
| **Wiggins, MS** 01/21/2021-02/1/2021 | **Removed and disposed** Veg, C&D Direct; Reduction by Grinding, (1) DMS; **Self-Monitored / Tice Engineering** | $207,733 | 16,448 | **Michelle Gill,** Project Engineer (Tice Engineering), 510 South Vardaman Street Wiggins, MS 39577 Office: 601-928-4121 Cell: 601528-4152 michelle.gill@ticeeng.com |
| **2020 Hurricane Sally** | **10-Activations – 37 DMS – FEMA DR-4563-AL / DR-4564-FL** | **$116,422,750** Total Event Cost | **9,114,626** Total Event CY | |

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| **AL DOT SW Region – Mobile**<br>09/24/2020 – 01/22/2021 | **Removed & Disposed:** Veg, C&D, Compacted C&D, Mulch, hangers (9,111 trees), leaners (3,320 trees), stumps (92); **Reduced by** Grinding (564,550 CY) & Compaction (59,952 CY); 16 DMS; **Monitored** by Thompson | $14,264,670 | 856,977 | **Matthew Ericksen,** SW Region Engineer 1701 West I-65 Service Road North Mobile, AL 36618 Ofc: 251-470-8200 ericksenm@dot.state.al.us |
| **Atmore, AL**<br>10/1/2020-11/01/2020 | **Removed & Disposed:** Veg, hangers (1,082 trees), leaners (28 trees); **Reduced by** Grinding (43,759 CY), 1 DMS; **Monitored** by GMC | $673,070 | 56,051 | **Mayor Jim Staff,** 201 East Louisville Ave. Atmore, AL 36502 Ofc: 251-368-2253 celial@cityofatmore.com |
| **Baldwin Co, AL**<br>09/25/2020 –04/7/2021 | **Removed & Disposed:** Veg, C&D, Compacted C&D, Mulch, hangers (39,799 trees), leaners (6,030 trees), Stumps (120), White Goods (181), E-waste (24); **Reduced by** Grinding (4,217,587 CY) & C&D Compaction (293,171 CY); 13 DMS; **Monitored** by Tetra Tech | $61,896,884 | 5,656,294 | **Terri Graham,** Solid Waste Development & Environmental Director, 22070 Hwy 59 Central Annex II 3rd & 4th Floor Robertsdale, AL 36567 251-972-6878 TGraham@baldwincounty.al.gov |
| **Bay Minette, AL**<br>09/25/2020 – 11/03/2020 | **Removed & Disposed: Veg,** C&D, Veg, hangers (1,204 trees), leaners (48 trees); **Reduced by** Grinding (137,801 CY), 1 DMS; **Monitored** by Self Monitored | $1,516,900 | 141,809 | **Rita Diedtrick,** City Clerk, 301 D'Olive Street Bay Minette, AL 36507 Ofc: 251-580-1637 rdiedtrich@ci.bay-minette.al.us |
| **Daphne, AL**<br>09/17/2020-01/05/2021 | **Removed & Disposed: PUSH,** Veg, hangers (3,868 trees), leaners (191 trees), Stumps (9); **Reduced by** Grinding (375,017 CY), 1 DMS; **Monitored** by True North | $4,570,398 | 376,872 | **Denise Penry,** EMA Accountant, 26435 Public Works Road Daphne, AL 36526 Ofc: 251-621-3182 dpenry@daphneal.com |
| **Fairhope, AL**<br>09/21/2020-12/19/2020 | **Removed & Disposed:** Veg, C&D, Mulch, hangers (7,058 trees), leaners (374 trees), stumps (55); **Reduced by** Grinding (547,868 CY), 1 DMS; **Monitored** by True North | $8,703,289 | 742,841 | **John Saraceno,** Emergency Management Coordinator, 161 N. Section Street Fairhope, AL 36532 Ofc: 251-929-7415 Cell: 251-331-1103 John.Saraceno@fairhopeal.gov |
| **Gulf Shores, AL**<br>09/17/2020-02/3/2021 | **Removed & Disposed: PUSH,** Veg, C&D, Parks debris, Trails debris, waterway debris, Mulch, Compacted C&D, HHW (11,580 Lbs.), E-Waste (114), White Goods (232), Hangers (7,162 trees), Leaners (2,938 trees), Stumps (285); **Reduced by** Grinding (457,915 CY) & Compacting (40,763 CY), 1 DMS; **Monitored** by Thompson | $9,741,393 | 583,654 | **Mark Acreman,** PW Director, 1905 West 1st Street Gulf Shores, AL 36542 251-968-1155 macreman@gulfshoresal.gov |
| **Okaloosa Co, FL**<br>09/25/2020-11/2/2020 | **Removed & Disposed:** Veg, C&D, mulch; **Reduced by** Grinding (22,945 CY); **Monitored** by Tetra Tech | $338,470 | 34,174 | **Jim Reece,** Solid Waste Recycling Coordinator, 84 Ready Ave. Fort Walton Beach, FL 32548 Ofc: 850-651-7394 Cell: 850-978-1063 jreece@myokaloosa.com |
| **Orange Beach, AL**<br>09/20/2020-5/21/2021 | **Removed & Disposed: PUSH**, Veg, C&D, Municipal debris, beach debris, trail debris, waterway debris, wetlands debris, C&D compacted, mulch, HHW (151,100 lbs.), E-Waste (383), white goods (1,624), hangers (4,527 trees), leaners (725 trees), Stumps (342); **Reduced by** Grinding (228,509 CY) & Compacting (194,239 CY); **Monitored** by Thompson | $13,593,239 | 572,618 | **Mr. Phillip West,** Coastal Resource Director, 4101 Orange Beach Blvd Orange Beach, AL 36561 Ofc: 251-981-6788 Cell: 251-747-6166 pwest@orangebeachal.gov |
| **Spanish Fort, AL**<br>09/28/2020-11/16/2020 | **Removed & Disposed: PUSH**, Veg, C&D, Hangers (118 trees), leaners (14 trees); **Monitored** by Thompson | $1,124,436 | 93,337 | **Mary Lynn Williams,** City Clerk, 7361 Spanish Fort Blvd. Spanish Fort, AL 36527 Ofc: 251-626-4884 cityclerk@cityofspanishfort.com |
| **2020 Hurricane Laura** | **10-Activations – 27 DMS – FEMA DR-4559-LA / EM-3540-TX** | **$412,043,478** | **20,148,590** | |
| **Alexandria, LA**<br>8/31/2020-11/4/2020 | **Removed & Disposed:** Veg, C&D, Parks and Zoo debris, mulch, hangers (2,975 trees), leaners (98 trees), stumps (1); **Reduced by** Grinding (222,758 CY); 1 Site **Monitored** by Tetra Tech | $3,643,508 | 497,644 | **Darren Green,** Debris Manager 625 Murray Street Alexandria, LA 71301 Ofc: 318-441-6060 Cell: 318-446-2342 darren.green@cityofalex.com |

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| **Calcasieu Parish, LA**<br>9/3/2020-9/2/2021 | **Removed & Disposed: PUSH** , Veg, C&D, C&D compacted, mulch, hangers (33,714 trees), leaners (76,007 trees), white goods (4,403), e-waste (2,910), refrigerator contents (314,960 Lbs), tires (1,215)<br>**Reduced by** Grinding (5,004,006 CY) & compacting (2,573,846 CY); 9 DMS; **Monitored** by Tetra Tech | $132,676,652 | 9,367,179 | **Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov |
| **Calcasieu Parish, LA Laterals**<br>10/8/2021-9/13/2023 | **Removed & Disposed:** Waterway debris from Laterals / Waterways | $164,249,458 | 2,265,424 | **Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov |
| **Calcasieu Parish, LA Dead Tree Project**<br>10/5/2022-3/31/2023 | Tree removal and hauling of debris<br>**Removed & Disposed:** Leaners (3,305); **Reduced by** Grinding (338,062 CY), **Monitored** by Tetra Tech | $1,575,802 | 85,487 | **Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov |
| **Calcasieu Parish, LA PPDR**<br>11/8/2023-5/18/2024 | PPDR hauling of debris<br>**Removed & Disposed:** Veg, C&D, Non-RACM Structure Debris, Hangers (357 trees), Leaners (748), stumps (8); **Reduced by** Grinding (32,014 CY), C&D Compaction (6,190 CY), **Monitored** by Tetra Tech | $1,114,039 | 75,913 | **Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov |
| **DeQuincy, LA**<br>9/14/2020-4/19/2021 | **Removed & Disposed:** Veg, C&D, mulch, hangers (284 trees), leaners (28 trees), stumps (3), white goods (180), refrigerator contents (12,160 Lbs), e-waste (158)<br>**Reduced by** Grinding (107,800 CY), burning & compacting (31,106 CY); 2 DMS, **Monitored** by Tetra Tech | $2,672,412 | 325,768 | **Riley Smith,** Mayor 300 N Holly Street DeQuincy, LA 70633 SmithRiley@ymail.com |
| **Iowa, LA**<br>9/7/2020-3/13/2021 | **Removed & Disposed:** Veg, C&D, hangers (486 trees), leaners (15 trees) white goods (52), E-waste(110); **Reduced by** Grinding (49,558 CY) & compacting (25,354 CY); 1 DMS; **Monitored** by Tetra Tech | $1,401,231 | 99,076 | **Paul Hess,** Mayor, 115 N. Thompson Ave Iowa, LA 70647 mayor@iowala.org |
| **Lake Charles, LA**<br>9/3/2020-9/9/2021 | **Removed & Disposed: PUSH**, Veg, C&D, Compacted C&D, Mulch, hangers (19,295 trees), leaners (1,985 trees), white goods (1,574) stumps (3), HHW (4,943 Lbs)<br>**Reduced by** Grinding (2,254,057 CY) & compacting (2,006,484 CY); 5 DMS; **Monitored** by Tetra Tech | $80,385,064 | 5,559,683 | **John Cardone, Jr.** City Administrator 326 Pujo Street, 10th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 mayorsactionline@cityoflc.us |
| **Lake Charles, LA DEMO**<br>8/1/2022-8/14/2022<br>1/30/2023-2/5/2023 | **Demo Property Debris Removal Program; Monitored** by Tetra Tech | $366,525 | LS | **Emily McDaniel,** Director of Finance, 326 Pujo Street, Lake Charles, LA 70601; 337-491-1251; Emily.mcdaniel@cityoflc.us |
| **Sulphur, LA**<br>9/2/2020-6/21/2021<br>5/11/2023-5/23/2023 | **Removed & Disposed: PUSH,** Veg, C&D, Compacted C&D, Mulch, Hangers (3,326 trees), leaners (194) stumps (7), white goods (508), HHW (23,580 lbs.)<br>**Reduced by** Grinding (503,298 CY) & compacting (338,926 CY); 1 DMS; **Monitored** by Tetra Tech | $15,259,184 | 1,231,222 | **Stacy Dowden,** Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 sdowden@sulphur.org |
| **Sulphur, LA PPDR**<br>1/31/2024-4/9/2024 | **Removed & Disposed:** Veg, C&D, Hangers (50 trees), leaners (80) stumps (17), **Reduced by** Grinding (2,609 CY) & compacting (548 CY); 1 Site; **Monitored** by Tetra Tech | $116,574 | 4,780 | **Stacy Dowden,** Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 sdowden@sulphur.org |
| **Texas GLO**<br>3/8/2021-3/19/2021 | **Hurricane Laura & Beta**<br>Beach debris removal LS | $189,106 | LS | **Greg Pollock,** Deputy Commissioner, 1700 N. Congress Ave, Austin, TX 78711, 512-463-5329, greg.pollock@glo.texas.gov |

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| **Vinton, LA**<br>9/1/2020-1/21/2021 | **Removed & Disposed: PUSH,** Veg, C&D, Compacted C&D, Mulch, hangers (248 trees), leaners (2 trees), white goods (229), e-waste (56); **Reduced by** Grinding (103,203 CY) & compacting (41,546 CY); 2 DMS; **Monitored** by Tetra Tech | $2,591,105 | 192,122 | **Mayor Kenneth Stinson,** 1200 Horridge Street Vinton, LA 70668 Ofc: 337-496-3806 mayor@cityofvinton.com |
| **West Calcasieu Port, LA**<br>3/16/2021-3/25/2021 | **Removed & Disposed:** Veg, C&D direct, hangers (86 trees), leaners (41) | $87,117 | 2,384 | **Lynn Hohensee**, Port Director, 514 West Napoleon St, Sulphur, LA 70663, 337-794-4809 |
| **Westlake, LA**<br>9/3/2020-3/13/2021 | **Removed & Disposed: PUSH,** Veg, C&D, Compacted C&D, Mulch, Hangers (313 trees), leaners (401 trees), white goods (93), e-waste (35), HHW (6,480 lbs); **Reduced by** Grinding (206,656 CY) & compacting (108,644 CY); 1 DMS; **Monitored** by Tetra Tech | $5,715,701 | 441,908 | **Mayor Robert Hardey,** 101 Mulberry Street Westlake, LA 70669 Ofc: 337-532-2757 mayor@cityofwestlake.com |
| **2020 Hurricane Hanna** | **2 Activations – EM -3530-TX** | **$1,015,284**<br>Total Event Cost | **12,043**<br>Total Event CY | |
| **GLO, TX**<br>9/2/2020-9/24/2020 | **Removed & Disposed:** C&D, Pipe line(48), Parking lot (11,533 CY) & Beach Debris (510 CY) to 1-Final Disposal Site **Monitored** by Thompson | $826,234 | 12,043 | **Texas General Land Office: Rene Garcia,** Emergency Operations 1700 N Congress Ave. Austin, TX 78701 361-960-9863 Rene.Garcia@GLO.TEXAS.GOV; **Sheila Kirk, CTCD** Sheila.Kirk@GLO.Texas.GOV |
| **Nueces County, TX**<br>Through 8/26/2020 | Damage Assessment Lump Sum | $189,050 | LS | **Kathy Ard-Blattner** Nueces County Deputy Emergency Management Coordinator 901 Leopard St., Suite 303 Corpus Christi, TX 78401 Office-361-888-0876 Cell-361-533-4024 Kathy.ard-blattner@nuecesco.com |
| **2020 Tropical Storm Cristobal** | **2 Activations- EM-3527-LA** | **$1,961,291**<br>Total Event Cost | **55,827**<br>Total Event CY | |
| **Harrison County, MS**<br>6/15/2020-7/22/2020 | **Removed & Disposed:** Veg Beach Debris to Final Disposal Site **Monitored** by Volkert | $1,406,216 | 55,827 | **Daniel Boudreaux,** County Engineer, 15309 C Community Rd, Gulfport, MS 39503 |
| **Dauphin Island, AL**<br>Through 6/5/2020 | **Removed & Disposed:** Push Sand T&M | $555,075 | LS | **Mayor Collier,** Town of Dauphin Island, 1011 Bienville Blvd., Dauphin Island, AL 36528 |
| **2019 Misc. – FL** | **2 Activations** | **$155,717**<br>Total Event Cost | | |
| **Ft Myers Beach, FL**<br>4/15/2019-5/8/2019 | **Red Algae Removal** | $136,817 | Hrly | **Chelsea O'Riley,** Public Works Manager, 2525 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext. 1700, chelsea@fmbgov.com |
| **Okaloosa Co, FL**<br>4/18/2019 | **Debris & Underbrush Removal** | $18,900 | Hrly | **Jim Reece, CHMM**, Recycling Coordinator, 84 Ready Ave, NW, Ft Walton Beach, FL 32548, Tel: 850-651-7394, Fax: 850-651-7397, jreece@myokaloosa.com |
| **2018 Hurricane Michael CAT V (FL)** | **16 Activations – 40 DMS – FEMA-DR-4399 FL; FEMA-DR-4400-GA** | **$252,281,133**<br>Total Event Cost | **17,099,402**<br>Total Event CY | |
| **Apalachicola, FL**<br>10/21/2018-12/18/2018 | **Removed & Disposed:** vegetation; Leaners (5); Hangers (1,267 Trees); White Goods (15); **Reduced by** Grinding (52,178 CY), DMS (1) ; **Monitored** by Tetra Tech | $1,085,115 | 68,251 | **Ronald W. Nalley**, City Manager; 1 Avenue E., Apalachicola, FL 32320; amklibrary2017@gmail.com; |

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| **Bay Co, FL**<br>10/17/2018-4/28/2021 | **Removed & Disposed:** (ROW, PPDR, Waterway) vegetation; C&D; Leaners (8,081); Hangers (6,419 Trees); White Goods (725); **Reduced by Grinding** (1,903,027 CY); **C&D Compact** (515,511 CY), **DMS** (8)<br>**Projects:** Waterway & Canal clearing; **Debris** removed from eligible parks, cemeteries & schools<br>**Monitored** by Landfall Strategies; Tetra Tech | $42,637,726 | 3,416,717 | **Keith Bryant**, Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountyfl.gov |
| **Bainbridge, GA**<br>4/23/2019-7/29/2019 | **Removed & Disposed:** vegetation; Leaners (659 ); Hangers (40,931 Trees); Stumps (16); Mulch (13,890 CY); **Reduced** by Grinding (53,383 CY), **DMS** (2); **Monitored** by True North | $1,407,790 | 67,467 | **Chris Hobby**, City Manager, 101 South Broad Street, Bainbridge, GA 39817 (229) 248-2005 chrish@bainbridgecity.com |
| **Carrabelle, FL**<br>10/30/2018-12/19/2018 | **Removed & Disposed:** vegetation; Hangers (404 Trees); **Reduced by Grinding** (18,456 CY); **Monitored** by Tetra Tech | $358,306 | 23,628 | **Courtney Dempsey**, CRA Director; 1001 Gray Avenue, Carrabelle, FL 32322;<br>850-544-5233; citycbel@gtcom.net |
| **Dauphin Island, AL**<br>10/10/2018-2/13/2019 | **Sand Removal** | $271,683 | Hrly | **Mayor Jeff Collier**; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org |
| **Decatur Co, GA**<br>3/22/2019-8/3/2019 | **Removed & Disposed:** (ROW, ROE) Vegetation; C&D; Leaner (1,914); Hangers (18,585 Trees); Stumps (82); **Reduced by Grinding** (212,988 CY), **DMS** (3); **Monitored** by True North | $5,463,141 | 268,285 | **Chris Hobby**, City Manager, 101 South Broad Street, Bainbridge, GA 39817 (229) 248-2005 chrish@bainbridgecity.com |
| **Dog Island, FL**<br>9/12/2019-9/20/2019 | **Removed & Disposed:** Vegetation / Construction & Demo (425 Tons) | $864,918 | Lump Sum | **Pamela Brownell**, EM Director; 28 Airport Rd., Apalachicola, FL 32320;<br>850-653-8977 ext. 100; Cell 850-653-6748; em3frank@fairpoint.net |
| **Florida DEP**<br>2/7/2019-6/6/2019 | **Removed & Disposed:** Vegetation;<br>**DMS** (2); **Reduced Grinding** (116,672 CY) | $17,721,523 | 181,232 | **Scott Woolam**, Sr. Program Analyst, Div. of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us |
| **Franklin Co, FL**<br>10/16/2018-1/4/2019 | **Removed & Disposed**: vegetation; Leaners (67); Hangers (1,414 Trees); HHW (1,120 Lbs.); White Goods (233); Freon (215); E-Waste (94); **Reduced** by Grinding (90,244 CY) **DMS** (3); **Monitored** by Tetra Tech | $2,215,778 | 145,863 | **Pamela Brownell**, EM Director; 28 Airport Rd., Apalachicola, FL 32320;<br>850-653-8977 ext. 100; Cell 850-653-6748; em3frank@fairpoint.net |
| **Jackson Co, FL**<br>10/12/2018-9/20/2019 | **Emergency Push**<br>**Removed & Disposed:** vegetation; C&D; mulch; Hangers (21,388 Trees); Leaners (13,431); Stumps (7); **Reduced** by Grinding (2,399,088 CY) **DMS** (6); **Monitored** by Metrics / Thompson | $40,141,024 | 3,229,194 | **Wilanne Daniels,** County Administrator 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446 Ofc: 850-693-6657 danielsw@jacksoncountyfl.gov<br>**Rodney Andreasen**, Director of Emergency Management;; 850-718-0007; Cell 850-573-1058;randreasen@jacksoncountyfl.com |
| **Lynn Haven, FL**<br>10/10/2018-06/27/2020 | **Emergency Push**<br>**Removed & Disposed:** vegetation; Leaners (434); Hangers (1,588 Trees); Stumps (22); white goods (5); **Reduced** by Grinding (558,533 CY) & C&D Compaction (186,548 CY), **DMS** (3); **Debris** removed from eligible parks, cemeteries & schools**;**<br>**Monitored** by Tetra Tech; **Provided** Sat. Phones | $13,845,285 | 1,066,340 | **Michael White**, City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com |
| **Mexico Beach, FL**<br>2/25/2019-10/10/2019 | **Dredge, Sand Sift and Replacement** | $12,527,617 | 47,828 | **Tommy Davis,** Public Works Manager 850-527-3087 201 Paradise Path Mexico Beach, FL 32410 t.davis@mexicobeachgov.com **Tanya Castro,** City Administrator, 201 Paradise Path, Mexico Beach, FL 32410 t.castro@mexicobeachgov.com |
| **Panama City Beach, FL**<br>1/14/2019-1/24/2019 | **Reduction** by Grinding (54,233 CY), **DMS** (1), Haul out | $443,085 | 18,074 | **Janine Thomas**, PW Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5100 jthomas@pcbgov.com |

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| **Panama City, FL**<br>10/11/2018-5/31/2020 | **Emergency Push**<br>**Removed & Disposed:** vegetation; C&D; Leaners (20,185), Hangers (32,489 Trees); Stumps (6,968); **Reduced** by Grinding (2,304,854 CY) & Compacted C&D (1,646,666 CY) **DMS** (7); **Debris** removed from eligible parks, cemeteries & schools **Monitored** by Landfall Strategies | $81,562,445 | 5,834,989 | **Shane Daugherty,** Solid Waste Superintendent 819 E. 11th Street, Panama City, FL 32401;Office 850-872-3172, Cell: 850-814-5396 sdaugherty@panamacity.gov<br>**Neil Fravel**, Director of Public Works; 819 E. 11th Street, Panama City, FL 32401; 850-872-3015; nfravel@panamacity.gov |
| **Parker, FL**<br>10/23/2018-5/3/2019 | **Emergency Push**<br>**Removed & Disposed:** vegetation; C&D; Leaners (344); Hangers (846 Trees); Stumps (21); **Reduced** by Grinding (389,576 CY) C&D Compaction (159,188 CY), **DMS** (1); **Monitored** by Tetra Tech | $7,865,326 | 783,287 | **Ashley Rizzo** Human Resources, Benefits & Safety Administrator, 1001 West Park Street, Parker, FL 32404, 850-871-4104, aarizzo@cityofparker.com<br>**Danielle Baker**, City Clerk; 850-871-4104, dmbaker@cityofparker.com (replaced Nancy Rowell) |
| **Washington Co, FL**<br>10/18/2018-5/31/2019 | **Removed & Disposed:** vegetation; Leaners (10,301); Hangers (35,683 Trees) Stumps (108); **Reduced** by Grinding (1,445,814 CY) **DMS** (3); **Monitored** by Witt O'Briens | $23,870,365 | 1,948,247 | **Ms. Lynne Abel**, EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428;<br>850-638-6203; label@washingtonfl.com |
| **2018 Hurricane Florence CAT 1 (NC & SC)** | **18 Activations – 16 DMS – FEMA-DR-4393-NC FEMA-DR-4394-SC** | **$29,884,238** Total Event Cost | **2,212,485** Total Event CY | |
| **Brunswick Co, NC**<br>9/26/2018-1/24/2019 | **Removed & Disposed:** vegetation; Leaners (2,196); Hangers (19,333 Trees); 1 **DMS**; **Reduced** by Grinding (323,631 CY); **Monitored** by Landfall Strategies | $6,106,287 | 412,569 | **Wyatt Richardson**, Operation Services Director of Parks & Recreation; 102 Town Hall Drive, Leland, NC 28451; 910-332-4651, Cell 910-470-7347; wrichardson@townofleland.com<br>**Micki Bozeman**, Solid Waste Coordinator, micki.bozeman@brunswickcountync.gov |
| **Duplin Co, NC**<br>10/1/2018-12/11/2018 | **Removed & Disposed:** vegetation; White Goods (1,186); HHW (6,200 Lbs.); 1 **DMS**; **Reduced** by Grinding (92,323 CY) C&D Compaction (97,708 CY); **Monitored** by Tetra Tech | $2,682,013 | 229,938 | **Chris Vernon**, Emergency Management Director; 209 Seminary St. Kenansville, NC 28349; 910-296-2160 x224, Cell 910-271-2772; chris.vernon@duplincountync.com |
| **Fayetteville, NC**<br>9/26/2018-11/30/2018 | **Removed & Disposed:** vegetation; 1 **DMS**; **Reduced** by Grinding (126,511 CY) ; **Monitored** by Tetra Tech | $1,991,073 | 153,446 | **Jackie Tuckey,** Public Information Officer 910-433-1854 jtuckey@ci.fay.nc.us<br>**Scott L. Bullard**, Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; sbullard@ci.fay.nc.us |
| **Jacksonville, NC**<br>9/7/2018-2/6/2019 | **Removed & Disposed:** vegetation; Leaners (39,190); Hangers (2,823 Trees); 1 **DMS**; **Reduced** by Grinding (273,804 CY); **Monitored** by Thompson | $5,210,972 | 346,145 | **Wally Hansen**, Public Services Director – Engineering & Construction; PO Box 128. Jacksonville, NC 28451; 910-938-5260; whansen@ci.jacksonville.nc.us;<br>**Dr. Richard L. Woodruff**, City Manager; 910-938-5220; citymanager@ci.jacksonville.nc.us |
| **Leland, NC**<br>9/29/2018-12/21/2018 | **Removed & Disposed:** vegetation; Leaners (143); Hangers (872 Trees); 1 **DMS**; **Reduced** by Grinding (113,667 CY); **Monitored** by Landfall Strategies | $1,527,901 | 132,976 | **Wyatt Richardson**, Operations Services Director; 102 Town Hall Drive, Leland, NC 28451 Ofc: 910-332-4651 Cell: 910-470-7347 wrichardson@townofleland.com |
| **North Topsail Beach, NC**<br>9/18/2018-12/19/2018 | **Removed & Disposed:** C&D; **Reduction** by C&D Compaction (40,177 CY); **Sand screening** (37,170 CY); **Monitored** by Tetra Tech | $1,282,198 | 62,474 | **Thomas Best**, Public Works Director; 3315 Gray St., North Topsail Beach, NC 28460; 910-328-9297, Cell 910-376-0453; tbest@ntbnc.org |
| **Oak Island, NC**<br>10/9/2018-1/23/2019 | **Removed & Disposed:** vegetation; Leaners (154); Hangers (2,752 Trees); 1 **DMS**; **Reduced** by Grinding (55,965 CY); **Monitored** by Landfall Strategies | $1,764,065 | 150,972 | **David Kelley,** Town Manager; dkelly@ci.oak-island.nc.us |
| **Onslow Co, NC**<br>9/30/2018-1/12/2019 | **Removed & Disposed:** vegetation; Leaners (78); Hangers (9,313 Trees); 1 **DMS**; **Reduced** by Grinding (408,348 CY); **Monitored** by Tetra Tech | $6,349,470 | 567,036 | **Norman Bryson**, Emergency Services Director; 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; Norman_Bryson@onslowcountync.gov |

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| **Richlands, NC** 10/5/2018-1/5/2019 | **Removed & Disposed:** vegetation; Hangers (182 Trees); 1 **DMS**; **Reduced** by Grinding (7,599 CY); **Monitored** by Tetra Tech | $138,476 | 11,312 | **Gregg Whitehead,** Town Administrator 302 S. Wilmington Street Richlands, NC 28574 910-324-3301 administrator@richlandsnc.gov |
| **SCDOT** 9/4/2018-11/28/2018 | **Removed & Disposed:** vegetation; **Monitored** by Thompson | $117,975 | 4,867 | **Tom Johnson**, SCDOT Manager / Emergency Operation; 803-354-2288; johnstona@scdot.org |
| **Swansboro, NC** 9/7/2018-11/7/2018 | **Removed & Disposed:** vegetation; Leaners (8); Hangers (87 Trees); 1 **DMS**; **Reduced** by Grinding (30,816 CY); **Monitored** by Thompson | $535,676 | 37,536 | **Scott Chase**, Town Manager; 601 W. Corbett Avenue, Swansboro, NC 28584; 910-326-4428 x 175, Cell 910-712-4500; schase@ci.swansboro.nc.us |
| **2017 Hurricane Irma** | **67 Contracts** Activated for Event - 117 DMS Managed for Event | **$202,277,068** Total Event Cost | **12,378,218** Total Event CY | |
| **Apopka, FL** 9/24/2017-01/26/2018 | **Removed & Disposed:** vegetation, hangers (1,194 ea.), stumps (15); Reduction: Burning (149,729 CY) at 1 site **Tasks:** Storm Sewer Cleaning; **Monitored** by Landfall Strategies | $2,108,037 | 150,295 | **Josh Robinson**, Solid Waste Operations Manager,748 E. Cleveland St. Apopka, FL 32703, 407-703-1731 fax: 407-703-1748 jrobinson@apopka.net |
| **Arcadia, FL** 10/2/2017-12/11/2017 | **Removed & Disposed:** vegetation, hangers (894 Trees), leaners (107 trees), stumps(13); **Reduced**: at 1 site by burning (33,868 CY); **Monitored** by Landfall Strategies | $498,914 | 36,497 | **Beth Carsten,** Finance Director 23 North Polk Ave. Arcadia, FL 34266, 863-494-4114 fax: 863-494-4712 ecarsten@arcadia-fl.gov **Penny Delaney,** City Clerk 23 North Polk Ave. Arcadia, FL 34266 863-494-4114 fax: 863-494-4712 pdelaney@arcadia-fl.gov |
| **Aventura, FL** 9/16/2017-10/11/2017 | **Removed & Disposed:** vegetation, mulch, hangers (708 Trees); **Reduced** by Grinding (8,367 CY) at 1 site; **Monitored** by Volkert | $379,842 | 10,866 | **Joseph Kroll,** Public Works Director 19200 W. County Club Drive Aventura, FL 33180 cell: 305-525-1694, Ofc: 305-466-8970 fax: 305-466-3277 jkroll@cityofaventura.com **Alan Levin,** Public Works Operations Manager 19200 W. Country Club Drive Aventura, FL 33180 cell: 305-218-6844 Ofc: 305-466-8931 alevine@cityofaventura.com |
| **Bonita Springs, FL** 9/23/2017-12/12/2017 | **Removed & Disposed:** ROE, C&D, vegetation, mulch, leaners (357) / hangers (10,148 trees); **Reduced**: at 1 site by grinding (412,401 CY); **Monitored** by Thompson - ADMS | $6,521,630 | 539,271 | **Matt Feeney,** Public Works Director 9101 Bonita Beach Road, Bonita Springs, FL 34135 Ofc: 239-949-6246 fax: 239-949-6245 matt.feeney@cityofbonitasprings.org **Arleen Hunter,** Assistant City Manager 9101 Bonita Beach Road, Bonita Springs, FL 34135 Ofc: 239-949-6262 Arleen.hunter@cityofbonitasprings.org |
| **Brevard Co, FL** 9/18/2017-11/29/2017 | **Removed & Disposed:** C&D, vegetation, mulch **Reduced**: at 4 site by grinding **Monitored** by Tetra Tech - ADMS | $2,370,625 | 172,031 | **Tom Mulligan,** Solid Waste Director, 2725 Judge Fran Jamieson Way, Bldg. A-118, Viera, FL, (321) 543-1547, Thomas.mulligan@brevardfl.gov **"Euri" Euripides Rodriguez**, SW Dir, 2725 Judge Fran Jamieson Way, Bldg. A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us |
| **Casselberry, FL** 9/20/2017-12/4/2017 | **Removed & Disposed:** ROE, C&D, vegetation, mulch, leaners (58) / hangers (26 trees), stumps (21) **Reduced**: at 3 site by grinding (20,130 CY); **Monitored** by Thompson - ADMS | $364,046 | 30,629 | **Mr. Charles "Chuck" Smith** Public Works Parks and Facilities Supervisor 95 Triplet Lake Drive Casselberry, FL 32707 cell: 321-388-4194 Ofc: 407-262-7725 ext. 1717 csmith@casselberry.org |
| **Charlotte County, FL** 11/11/2017-2/10/2018 | **Removed & Disposed:** C&D, vegetation, leaners (238) / hangers (5,070 trees); **Monitored** by Tetra Tech - ADMS | $1,032,905 | 49,540 | **Richard Allen,** SW Operations Manager, 25550 Harbor View Rd, Unit 2, Port Charlotte, FL 33982, 941-764-4393, richard.allen@charlottecountyfl.gov |
| **Clay Co, FL** 9/17/2017-2/4/2018 | **Removed & Disposed:** C&D, vegetation, mulch, leaners / hangers; **Reduced**: at 6 site by grinding **Monitored** by Landfall Strategies | $5,404,940 | 516,358 | **John Ward**, EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com |
| **Cocoa Beach, FL** 9/22/2017-10/25/2017 | **Removed & Disposed:** C&D, vegetation, mulch, compacted C&D; **Reduced**: at 1 site by grinding (15,648 CY); **Monitored** by Tetra Tech - ADMS | $207,256 | 20,987 | **Rob Strong,** Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoabeach.com |

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| **Coleman, FL**<br>9/25/2017-10/30/2017 | **Removed & Disposed:** vegetation, mulch, Stumps (6)<br>**Reduced**: at 1 site by grinding (2,557 CY); **Self-Monitored** | $28,464 | 3,030 | **Mayor Milton Hill,** 3502 E. Warm Springs Avenue Coleman, FL 33521 cell: 352-978-9938 Ofc: 352-748-1017 Fax: 352-748-2291 miltonhill@cityofcolemanfl.com<br>**Ruth Busby,** Public Services Director 3502 E. Warm Springs Avenue Coleman, FL 33521 Ofc: 352-748-1017 Fax: 352-748-2291 ruthbusby@cityofcolemanfl.com |
| **Collier County, FL**<br>5/15/2018-12/18/2018 | **Removed & Disposed:** drainage ditch debris, stumps (1,463), hangers (286 trees), leaners (756); **Monitored** by Tetra Tech - ADMS | $15,938,235 | 49,215 | **Gino Santa Barbara,** Gino.Santabarbara@colliercountyfl.gov<br>**Tony Barone,** Tony.Barone@colliercountyfl.gov |
| **Deltona, FL**<br>9/19/2017-12/18/2017 | **Removed & Disposed:** vegetation, mulch, leaners (99) / hangers (2,734 trees); **Reduced**: at 1 site by burning (283,772 CY); **Monitored** by Tetra Tech - ADMS | $3,257,453 | 292,339 | **Matt Doan**, PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov |
| **DeSoto Co, FL**<br>10/2/2017-02/15/2018 | **Removed & Disposed:** ROE, vegetation, mulch, leaners (459) / hangers (1 trees), stumps (146); **Reduced**: at 3 site by grinding (91,142 CY); **Monitored** by Landfall Strategies | $1,479,493 | 132,128 | **Tom Moran,** Emergency Management Director 2200 NE Roan Street Arcadia, FL 34266 Cell: 863-993-5855, Ofc: 863-993-4831, Fax: 863-993-4840 t.moran@desotobocc.com<br>**Cindy Talamantez,** Purchasing Director 201 E. Oak Street, Suite 203 Arcadia, FL 34266 Ofc: 863-993-4816 Fax: 863-993-4819 c.talamantez@desotobocc.com |
| **Edgewater, FL**<br>9/4/2017-11/2/2017 | **Removed & Disposed:** vegetation<br>**Monitored** by Witt O'Briens - ADMS | $409,726 | 57,937 | **Brenda DeWees**, Dir. of Environmental Services, 409 Mango Tree Drive Edgewater, FL 32132 386-424-2400, bdewees@cityofedgewater.org |
| **Edgewood, FL**<br>9/21/2017-11/9/2017 | **Removed & Disposed:** vegetation, mulch; **Reduced**: at 1 site by grinding (14,940 CY); **Monitored** by Landfall Strategies | $214,703 | 19,805 | **Bea L. Meeks,** City Clerk, 405 Larue Ave. Edgewood, FL 32809 Cell: 352-267-8839, Ofc: 407-851-2920 Fax: 407-851-7361 bmeeks@edgewood-fl.gov<br>**Mayor Ray Bagshaw** 405 Larue Ave. Edgewood, FL 32809 Cell: 407-230-0355, Ofc: 407-851-2920 rbagshaw@edgewood-fl.gov |
| **Estero, FL**<br>2/1/2018-2/4/2018 | **Removed & Disposed:** vegetation<br>**Monitored** by Rostan | $30,998 | 1,596 | **David Willems**, Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 239-221-5035 willems@estero-fl.gov |
| **Flagler Beach, FL**<br>9/22/2017-10/21/2017 | **Removed & Disposed:** ROE, vegetation, C&D, mulch<br>**Reduced**: at 2 site by grinding (9,936 CY); **Monitored** by Thompson - ADMS | $320,364 | 27,398 | **Larry Newsom,** City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com |
| **FL DEP – Waterway**<br>09/16/2017-03/31/2018 | **Waterway Debris Removal; Remove** waterway debris with boats to an offload site, load onto trucks for disposal | $43,636,590 | 267,008 | **Scott Woolam**, Sr. Program Analyst, Div. of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us |
| **Flagler Co, FL**<br>9/26/2017-11/5/2017 | **Removed & Disposed:** ROE, vegetation<br>**Monitored** by Eisman Russo | $402,926 | 22,492 | **Richard Gordon,** Asst. Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org<br>**Cindy Talamantez,** Purchasing Director 201 E. Oak Street, Suite 203 Arcadia, FL 34266 Ofc: 863-993-4816 Fax: 863-993-4819 c.talamantez@desotobocc.com |
| **Ft Myers, FL**<br>9/21/2017-12/5/2017 | **Removed & Disposed:** ROE, vegetation, mulch, leaners (47) / hangers (3,060 trees); **Reduced**: at 2 site by grinding (258,992 CY); **Monitored** by Thompson - ADMS | $3,757,646 | 330,885 | **Mr. Saeed Kazemi,** City Manager 2200 Second Street Ft. Myers, FL 33901 Cell: 239-851-1753 Ofc: 239-321-7024 SKazemi@cityfymyers.com<br>**Sandra Ryan,** Interim Dep. City Clerk 2200 Second Street Ft. Myers, FL 33901 Ofc: 239-321-7035 |

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| **Ft Myers Beach, FL**<br>9/27/2017-11/7/2017 | **Removed & Disposed:** ROE, vegetation, mulch; **Reduced**: at 1 site by grinding (20,110 CY); **Monitored** by Thompson - ADMS | $257,847 | 24,783 | **Roger Hernstadt,** Town Manager 2523 Estero Blvd. Fort Myers Beach, FL 33931 Ofc: 239-765-0202 Fax: 239-765-0909 Roger@fmbgov.com<br>**Scott Baker,** Director of Public Works 2523 Estero Blvd. Fort Myers Beach, FL 33931 Cell: 239-218-7733 Ofc: 239-765-0202 sbaker@fortmyersbeachfl.gov |
| **Glades Co, FL**<br>10/3/2017-2/26/2018 | **Removed & Disposed:** ROE, vegetation, C&D; **Reduced**: at 6 site by burning (35,837 CY); **Monitored** by Thompson - ADMS | $397,295 | 42,414 | **Angela Snow Colegrove,** EM Director 500 Ave J. Moore Haven, FL 33471 Cell: 863-673-1837 Ofc: 863-946-6020 Fax: 863-946-1091 asnow@myglades.com<br>**Paul Carlisle,** County Manager 500 Ave J. Moore Haven, FL 33471 Ofc: 863-946-6000 pcarlisle@myglades.com |
| **Hardee Co, FL**<br>9/9/2017-1/31/2018 | **Removed & Disposed:** vegetation, C&D, hangers (5,592), leaners (3); **Reduced**: at 1 site by grinding (65,948 CY);**Monitored** by Witt O'Briens - ADMS | $1,067,905 | 78,969 | **Jill Newman,** EM Director 404 W. Orange St. Wauchula, FL 33873 Cell: 863-832-0324 Ofc: 863-773-6373 Fax: 863-773-9390 jill.newman@hardeecounty.net<br>**Willie Nabong,** PW Director 205 Hanchey Road Wauchula, FL 33873 Ofc: 863-773-3272 Fax: 863-773-0107 willie.nabong@hardeecounty.net |
| **Jupiter, FL**<br>9/11/2017-10/24/2017 | **Push Operations**<br>**Removed & Disposed:** vegetation, C&D; **Monitored** by Tetra Tech - ADMS | $370,420 | 43,668 | **Mr. Thomas "Tom" Discoll,** Director of Engineering & Public Works 210 Military Trail Jupiter, FL 33458 Cell: 561-440-0213 Ofc: 561-741-2215 Fax: 561-741-2515 thomasd@jupiter.fl.us<br>**Mr. Doug Koennicke,** Town Engineer 210 Military Trail Jupiter, FL 33458 Ofc: 561-741-2258 Cell: 561-723-4680, dougk@jupiter.fl.us |
| **Kissimmee, FL**<br>9/18/2017-12/16/2017 | **Removed & Disposed:** vegetation, C&D, mulch, e-waste (21); **Reduced**: at 1 site by grinding (34,090 CY); **Monitored** by Tetra Tech - ADMS | $494,146 | 49,314 | **Kerrith Fiddler,** PW Director, 101 Church Street, Suite 301 Kissimmee, FL 34741 Cell: 407-252-7823 Ofc: 407-518-2164 kfiddler@kissimmee.org<br>**George Allen,** PW Operations Assistant Director 101 Church Street Kissimmee, FL 34741 Ofc: 407-518-2523 Cell: 407-624-0155 gallen@kissimmee.org |
| **Lake Co, FL**<br>9/16/2017-02/28/2018 | **Removed & Disposed:** vegetation, mulch, hangers (3,918 trees), leaners (22); **Reduced**: at 6 site by grinding (580,684 CY); **Monitored** by Tetra Tech - ADMS | $6,114,179 | 563,586 | **Mary Hamilton** Environmental Services Mgr., 323 N. Sinclair Ave. Tavares, FL 32778 Ofc: 352-483-9006 mhamilton@lakecountyfl.com<br>**David Salinas,** Public Works Landfill Supervisor. 13130 County Landfill Rd., Tavares, FL 32778 Cell: 352-636-0851 Ofc: 352-343-3776 Fax: 352-253-1690 dsalinas@lakecountyfl.gov |
| **Lake Mary, FL**<br>9/19/2017-12/9/2017 | **Removed & Disposed:** ROE, vegetation, C&D, mulch, leaners (10), hangers (453 trees); **Reduced**: at 1 site by grinding (43,923 CY); **Monitored** by Thompson - ADMS | $563,577 | 55,642 | **Bruce Paster,** PW Director 911 Wallace Court Lake Mary, FL 32746 Cell: 407-463-8133 Ofc: 407-585-1452 bpaster@lakemaryfl.com<br>**Jill Alvarez,** Purchasing Coordinator 100 N. Country Club Road Lake Mary, FL 32746 Ofc: 407-585-1403 Fax: 407-585-1464 jalvarez@lakemaryfl.com |
| **Lakeland, FL**<br>9/19/2017-02/09/2018 | **Removed & Disposed:** vegetation, C&D, mulch, leaners (413), hangers (12,189 trees), stumps (6); **Reduced**: at 3 site by grinding (187,240 CY); **Monitored** by Thompson - ADMS | $3,345,920 | 414,842 | **Heath Frederick,** PW Director<br>228 S Massachusetts Ave. Lakeland, FL 33801 Cell: 386-747-2370 , Ofc: 863-834-6001 heath.frederick@lakelandgov.net<br>**Greg James,** PW Assistant Director 228 S. Massachusetts Avenue Lakeland, FL 33801 Cell: 863-608-1468 Ofc: 863-834-6040 greg.james@lakelandgov.net |
| **Lauderdale-By-The-Sea, FL**<br>9/16/2017-10/9/2017 | **Push Operations**<br>**Removed & Disposed:** vegetation, hangers (131 trees)<br>**Monitored** by Witt O'Briens - ADMS | $71,211 | 6,748 | **Don Prince,** Director of Municipal Services 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308 Cell: 954-275-0808 Ofc: 954-640-4232 Fax: 954-776-0578 DonP@lbts-fl.gov<br>**Ralph "Bud" Bentley,** Town Manager 4501 Ocean Drive Town of Lauderdale-By-The-Sea, FL 33308 Ofc: 954-640-4200 Fax: 954-776-1857 budb@flts-fl.gov |

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| **Lazy Lakes, FL**<br>9/17/2017-10/15/2017 | **Removed & Disposed:** vegetation, hangers (3 trees) | $2,887 | 333 | **Melissa Augustin,** City Attorney, 3099 E Commercial Blvd, Ste 200, Ft Lauderdale, FL 33308, 954-771-4500, maugustin@cityatty.com |
| **Lee Co, FL**<br>9/16/2017-7/5/2018 | **Removed & Disposed:** ROE, vegetation, C&D, mulch, leaners (3,733)/ hangers (70,730 trees), stumps (18); **Reduced**: at 15 site by grinding (1,711,022 CY); **Monitored** by Thompson - ADMS | $29,654,974 | 2,239,845 | **Jason Fournier,** Public Utilities Mgr., Public Utilities Manager 10500 Buckingham Rd. Fort Myers, FL 33905 Cell: 239-229-5733 Ofc: 239-533-8000 Fax: 239-338-3337 jfournier@leegov.com<br>**Jim Bjostad,** Public Safety Emergency Manager 2675 Ortiz Ave. Ft. Myers, FL 33905 Cell: 239-476-2147 Ofc: 239-533-0617 Fax: 239-477-3636 jbjostad@leegov.com |
| **Miami Springs, FL**<br>9/14/2017-02/15/2018 | **Removed & Disposed:** vegetation, C&D, mulch, leaners (314), hangers (3,862 trees), stumps (74); **Reduced**: at 1 site by grinding (120,062 CY); **Monitored** by Thompson - ADMS | $3,673,278 | 161,054 | **Tammy Romero,** Procurement Specialist 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5035 Fax: 305-805-5018 romerot@miamisprings-fl.gov<br>**William Alonso,** City Manager 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5014 alonsow@miamisprings-fl.gov |
| **Miami, FL**<br>10/4/2017-12/14/2017 | **Removed & Disposed:** vegetation, C&D, mulch, leaners (162), hangers (4,213 trees), stumps (103) **Reduced**: at 1 site by grinding (45,211 CY); **Monitored** by Tetra Tech - ADMS | $1,452,739 | 64,163 | **Mario F. Nunez,** Solid Waste Director 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2804 Fax: 305-960-2850 mfnunez@miamigov.com<br>**Robert Williams,** Solid Waste Superintendent 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2837 Fax: 305-960-2845 robwilliams@miamigov.com |
| **Mount Dora, FL**<br>9/26/2017-10/31/2017 | **Removed & Disposed:** vegetation; **Reduced**: at 1 site by grinding; **Monitored** by Tetra Tech - ADMS | $638,401 | 32,907 | **Mike Sheppard,** Dep. Director Finance 510 N Baker St. Mount Dora, FL 32757 Ofc: 352-735-7179 Cell: 352-408-4692 sheppardm@cityofmountdora.com<br>**John McKinney,** Finance Director 510 N. Baker St. Mount Dora, FL 32757 Ofc: 352-735-7158 Cell: 321-205-6401 mckinneyj@ci.mount-dora.fl.us |
| **Nassau Co, FL**<br>9/18/2017-2/9/2018 | **Removed & Disposed:** vegetation, mulch, leaners (81), hangers (7,113 trees); **Reduced**: at 2 site by grinding (215,055 CY); **Monitored** by Witt O'Briens - ADMS | $2,978,945 | 259,110 | **Scott Herring** PW Director 46026 Landfill Rd. Callahan, FL 32011 Ofc: 904-491-7330 Cell: 904-583-5665 Fax: 904-879-6323 sherring@nassaucountyfl.com<br>**Shanea Jones,** County Manager 96135 Nassau Pl. Suite 1 Yulee, FL 32097 Ofc: 904-530-6010 Fax: 904-321-5784 sjones@nassaucountyfl.com |
| **North Port, FL**<br>9/15/2017-12/13/2017 | **Removed & Disposed:** vegetation, mulch, leaners (6), hangers (675 trees); **Reduced**: at 1 site by grinding (47,241 CY); **Monitored** by Rostan / Hall Pass - ADMS | $737,413 | 63,542 | **Monica Bramble,** Asst. PW Director 1100 N. Chamberlin Blvd. North Port, FL 34286 Ofc: 941-240-8060 Cell: 941-628-0015 Fax: 941-240-8063 mbramble@cityofnorthport.com<br>**Frank Lama, Solid Waste Manager** 1100 Chamberlain Blvd. North Port, FL 34286 Ofc: 941-240-8074 Fax: 941-429-7079 flama@cityofnorthport.com |
| **Ocala, FL**<br>9/18/2017-02/26/2018 | **Push Operations; Removed & Disposed:** ROE, ROW, vegetation, mulch, leaners (96), hangers (377 trees), stumps (42); **Reduced**: at 2 site by grinding (155,837 CY)<br>**Monitored** by Witt O'Briens - ADMS | $1,838,624 | 179,522 | **Darren Park,** PW Director 1805 NE 30th Ave. Bldg. 300 Ocala, FL 34470 Ofc: 352-351-6733 Cell: 352-414-8622 Fax: 352-351-6731 dpark@ocalafl.org<br>**Ken Whitehead,** Asst. City Manager 1805 NE 30th Ave Bldg. 600 Ocala, FL 34470 Ofc: 352-401-3974 Cell: 352-857-1223 kwhitehead@ocalafl.org |

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| **Okeechobee Co, FL**<br>9/22/2017-12/08/2017 | **Removed & Disposed:** vegetation, ash, mulch, leaners (5), hangers (1,742 trees); **Reduced**: at 1 site by burning (48,823 CY) & grinding (65,682 CY); **Monitored** by Culpepper & Terpening - ADMS | $1,412,646 | 137,921 | **Mitchell Smeykal,** EM Director 707 NW 6th St. Ave Okeechobee, FL 34972 Ofc: 863-763-3212 Cell: 863-634-6273 Fax: 863-763-1569 msmeykal@co.okeechobee.fl.us<br>**Russell Rowland,** Asst. Co Administrator 1700 NW 9th Ave. Suite D Okeechobee, FL 34972 Ofc: 863-763-1811<br>Cell: 863-697-0121 Fax: 863-763-5529 rrowland@co.okeechobee.fl.us |
| **Orange Co, FL**<br>9/15/2017-2/26/2018 | **Removed & Disposed:** vegetation, C&D, mulch, ash, leaners (152), hangers (19,318 trees), stumps (7), marine debris; **Reduced**: at 2 site by burning (330,910 CY) and grinding (19,046 CY); **Monitored** by Tetra Tech - ADMS | $6,911,053 | 404,216 | **Ralphetta Aker,** PW Fiscal & Op Support Manager 4200 South John Young Parkway Orlando, FL 32839 Ofc: 407-836-8011 Fax: 407-836-7788 Ralphetta.Aker@ocfl.net<br>**Jennifer Cummings** PW Storm water Manager 4200 S. John Young Pkwy Orland, FL 32839 Ofc: 407-836-7795 Cell: 321-689-7624 jennifer.cummings@ocfl.net |
| **Orange Park, FL**<br>9/26/2017-2/4/2018 | **Reduced**: at 1 site by grinding (14,122 CY); **Monitored** by Landfall Strategies | $72,200 | 10,180 | **John P Villanueva,** CPA, Finance Director, 2042 Park Ave, Orange Park, FL 32073; 904-278-3017; jvillanueva@townop.com<br>**Mike Kelter, PE,** VP Legacy Civil Engineers, Inc., 630 Myrtle Ave, Green Cove Springs, FL 32043; 904-284-8103; mkelter@bellsouth.net |
| **Orlando, FL**<br>9/22/2017-12/1/2017 | **Removed & Disposed:** ROE, vegetation, mulch, hangers (2,974 trees); **Reduced**: at 2 site by grinding (51,918 CY); **Monitored** by Thompson - ADMS | $1,223,299 | 79,114 | **Mike Carroll**, Solid Waste Div. Manager 1028 S. Woods Ave. Orlando, FL 32805 Ofc: 407-246-3050 Cell: 407-538-8916 Fax: 407-246-2808 michael.carroll@cityoforlando.net<br>**Rick Howard**, PW Director<br>1028 S. Woods Ave. Orlando, FL 32805, Ofc: 407-246-3222 rick.howard@cityoforlando.net |
| **Ormond Beach, FL**<br>9/16/2017-10/26/2017 | **Removed & Disposed:** ROE, vegetation, mulch, leaners (20), hangers (3,608 trees); **Reduced**: at 1 site by grinding (130,212 CY); **Monitored** by Thompson - ADMS | $2,022,282 | 130,212 | **Kevin Gray,** PW Operations Manager 501 N. Orchard St. Ormond Beach, FL 32174 Ofc: 386-676-3577 Cell: 386-316-7725 kevin.gray@ormondbeach.org |
| **Palm Coast, FL**<br>10/13/2017-11/6/2017 | **Removed & Disposed:** vegetation, C&D<br>**Monitored** by True North - ADMS | $162,856 | 22,007 | **Jim Landon,** City Manager 160 Lake Avenue Palm Coast, FL 32164 Ofc: 386-986-3702 Fax: 386-986-3781 jlandon@palmcoastgov.com<br>**Nester Abreu,** PW Director 1 Wellfield Grade Palm Coast, FL 32137 Ofc: 386-986-2360 Cell: 386-931-5177 nabreu@palmcoastgov.com |
| **Palm Springs, FL**<br>9/15/2017-11/2/2017 | **Removed & Disposed:** ROE, vegetation<br>**Monitored** by Thompson - ADMS | $134,297 | 17,072 | **Mr. William "Bill" Golson,** Dir. Parks and Recreation 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-964-8820 Fax: 561-964-2387 bgolson@vpsfl.org<br>**Kimberly Wynn,** Village Clerk 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-965-4010 Fax: 561-965-0899 kwynn@vpsfl.org |
| **Palmetto, FL**<br>10/5/2017-11/21/2017 | **Removed & Disposed:** vegetation, mulch, hangers (144 trees); **Reduced**: at 1 site by grinding (17,730 CY)<br>**Monitored** by Witt O'Briens - ADMS | $202,411 | 22,797 | **Allen Tusing,** PW Director 600 17th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Cell: 941-737-0282 Fax: 941-723-4539 atusing@palmettofl.org<br>**Javier Vargas Dep.** Director PW 600 17th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Fax: 941-723-4539 jvargas@palmettofl.org |
| **Plantation, FL**<br>9/19/2017-12/22/2017 | **Removed & Disposed:** vegetation, hangers (2,104 trees)<br>**Monitored** by Witt O'Briens - ADMS | $1,714,266 | 194,605 | **Dawn Mehler, Administrative Analyst** 750 NW 91st Avenue Plantation, FL 33324 Ofc: 954-797-2723 dmehler@plantation.org<br>**Steve Rodgers,** PW Asst. Director 750 NW 91st Ave Plantation, FL 33324 Ofc: 954-452-2535 Fax: 954-452-2548 srodgers@plantation.org |

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| **Polk Co, FL**<br>9/15/2017-04/05/2018 | **Removed & Disposed:** vegetation, mulch, leaners (71), hangers (27,456 trees); **Reduced**: at 11 site by grinding (2,158,977 CY); **Monitored** by Tetra Tec - ADMS | $27,921,453 | 2,604,925 | **Michael Teate,** Roads & Drainage Area Manager 3000 Sheffield Rd. Winter Haven, FL 33880 Ofc: 863-535-2200 Cell: 863-581-0541 michaelteate@polk-county.net<br>**Jay Jarvis,** Drainage Director, 300 Sheffield Rd, Winter Haven 33880, (863)535-2200; jayjarvis@polk-county.net |
| **Polk Co School Board, FL**<br>11/4/2017-02/28/2018 | **Removed & Disposed:** vegetation, leaners (27), hangers (2,516 trees); **Reduced**: at 9 site by grinding (14,228 CY); **Monitored** by Tetra Tech - ADMS | $345,164 | 14,322 | **Scott Reeves,** Senior Coordinator of Support Services, 1430 Hwy 60 East Bartow, FL 33830 863-534-5052 Scott.reeves@polk-fl.net |
| **Punta Gorda, FL**<br>9/22/2017-10/16/2017 | **Removed & Disposed:** vegetation, mulch, leaner (1), stump (1); **Monitored** by Landfall Strategies | $131,971 | 17,770 | **Marian Pace,** Procurement Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3348 Cell: 941-628-1592 Fax: 941-575-3340 mpace@pgorda.us<br>**Howard Kunik,** City Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3301 Fax: 941-575-3310 hkunik@pgorda.us |
| **Putnam Co, FL**<br>9/18/2017-2/2/2018 | **Removed & Disposed:** vegetation, mulch; **Reduced**: at 4 site by grinding (272,567 CY); **Self-Monitored** | $3,935,714 | 377,203 | **Larry Gast,** Dir. Solid Waste/Sanitation 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1200 Fax: 386-329-0486 larry.gast@putnam-fl.com<br>**Lynn Wooten** Solid Waste Sanitation Admin; 140 Co Landfill Rd, Palatka, FL 32177; Ofc: 386-329-1201 Cell: 386-937-5231 Fax: 386-329-0486; Lynn.wasdin@putnam-fl.com |
| **Sanford, FL**<br>9/18/2017-11/12/2017 | **Removed & Disposed:** vegetation, C&D, mulch; **Reduced**: at 1 site by grinding (47,590 CY); **Monitored** by Witt O'Briens - ADMS | $567,798 | 90,736 | **John P. Reichardt,** PW Operations Mgr., 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5087 Cell: 407-416-2998 John.reichardt@sanfordfl.gov<br>**Bilal Iftikhar** PW Director , 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5085 Fax: 407-688-5081 bilal.iftikhar@sanfordfl.gov |
| **Sanibel Island, FL**<br>9/18/2017-12/17/2017 | **Push Operations, Removed & Disposed:** ROE**,** vegetation, mulch, leaners (122), hangers (720 trees), stumps (44); **Reduced**: at 1 site by grinding (169,454 CY); **Monitored** by Witt O'Briens - ADMS | $2,217,420 | 189,707 | **Keith Williams II,** PW Director 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-691-8787 keith.williams@mysanibel.com<br>**Scott Krawczuk,** Dep. Director Public Works 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-770-2554 Fax: 239-472-6041 |
| **Sarasota Co, FL**<br>9/13/2017-1/19/2018 | **Push Operations, Removed & Disposed:** vegetation, mulch, leaners (2), hangers (77 trees), stumps (9); **Reduced**: at 3 site by grinding (299,869 CY); **Monitored** by Tetra Tech - ADMS | $2,750,728 | 316,297 | **Lois Rose,** Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net<br>**Scott Montgomery, EM Operations Mgr.** 6050 Porter Way Sarasota, FL 34236 Ofc: 941-861-5927 Fax: 941-861-5501 smontgo@scgov.net |
| **St Petersburg, FL**<br>9/16/2017-12/9/2017 | **Removed & Disposed:** vegetation, mulch, stumps (8) **Reduced**: at 1 site by grinding (163,755 CY); **Monitored** by Tetra Tech - ADMS | $1,950,185 | 242,518 | **Mike Vineyard,** Park Operational Manager 1400 19th Street North. St. Petersburg, FL 33713 Ofc: 727-892-5233 michael.vineyard@stpete.org<br>**Mike Jeffries,** Dir. Parks and Rec 1400 19th Street North St. Petersburg, FL 33713 Ofc: 727-892-5863 michael.jefferis@st.pete.org |
| **Stuart, FL**<br>9/11/2017-10/27/17 | **Push Operations; Removed & Disposed:** ROE**,** vegetation, mulch, leaners (2) / hangers (171 trees); **Reduced**: at 1 site by grinding (13,064 CY); **Monitored** by Thompson - ADMS | $181,132 | 16,535 | **Sam Amerson,** Dir. Public Works 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-5331 Cell: 772-260-9613 samerson@ci.stuart.fl.us<br>**Dave Peters,** Asst. Director of PW, 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-1292 Cell: 772-260-9615; dpeters@ci.stuart.fl.us |

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| **Sumter Co, FL**<br>9/27/2017-2/24/2018 | **Removed & Disposed:** vegetation, mulch, leaners (274), hangers (7,806 trees), stumps (78); **Reduced**: at 1 site by grinding (75,292 CY); **Monitored** by Thompson - ADMS | $1,391,971 | 101,188 | **Mark Wilson,** Road and Bridge Superintendent 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Fax: 352-569-6701<br>**Jackey Jackson,** Asst. PW Director Operations 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Cell: 352-303-8543 Fax: 352-569-6701 jackey.jackson@sumtercountyfl.gov |
| **Sunrise, FL**<br>9/17/2017-11/30/2017 | **Removed & Disposed:** vegetation, C&D, mulch, leaners (263), hangers (3,804 trees); **Reduced**: at 2 site by grinding (99,565 CY); **Monitored** by Tetra Tech - ADMS | $2,557,532 | 157,258 | **Scott Manning,** Emergency Mgmt. 0440 W. Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3476 Cell: 954-383-2647 smanning@sunrisefl.gov<br>**Richard Salamon,** City Manager 10770 West Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3430 Fax: 954-746-3439 citymanager@sunrisefl.gov |
| **Tarpon Springs, FL**<br>9/18/2017-12/13/2017 | **Removed & Disposed:** ROE, vegetation, C&D, mulch, leaners (34), hangers (703 trees); **Reduced**: at 1 site by grinding (43,716 CY); **Monitored** by Tetra Tech - ADMS | $675,256 | 59,407 | **Tom Funcheon,** PW Director 324 East Pine Street Tarpon Springs, FL 34689 Ofc: 727-942-5606 Cell: 727-224-6182 Fax: 727-943-9609 tfuncheon@ctsfl.us<br>**Mr. Richard Butcher,** 444 Huey Ave. South Tarpon Springs, FL 34689 Ofc: 727-938-3737 Fax: 727-934-0598 |
| **Venice, FL**<br>9/20/2017-10/17/2017 | **Removed & Disposed:** vegetation<br>**Monitored** by Thompson - ADMS | $110,342 | 12,543 | **Judy Gamel,** Executive Asst. City Manager's Office 401 West Venice Ave. Venice, FL 34285 Ofc: 941-882-7398 Fax: 941-480-3031 |
| **Vero Beach, FL**<br>9/18/2017-10/13/2017 | **Removed & Disposed:** ROE, vegetation<br>**Reduced**: at 1 site by grinding (43,149 CY); **Monitored** by Thompson - ADMS | $440,532 | 35,621 | **Don Dexter,** PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org |
| **Wilton Manors, FL**<br>9/7/2017-10/14/2017 | **Removed & Disposed:** vegetation, C&D, leaners (3), hangers (91 trees); **Monitored** by Tetra Tech - ADMS | $222,615 | 25,961 | **David Archacki,** Dir. Utilities / Emergency Mgmt. 2020 Wilton Drive Wilton Manors, FL 33305 Ofc: 954-390-2129 Cell: 943-818-7315 darchacki@wiltonmanors.com<br>**Bob Mays,** Director of Finance 2020 Wilton Dr. Wilton Manors, FL 33305 Ofc: 954-390-2143 Bmays@wiltonmanors.com |

# Mobilizing Large Workforces

## Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP to begin restoring critical services in the City of Plantation as quickly as possible.

The following is a partial list of company-owned equipment available for use in any debris operation:

| EQUIPMENT | UNITS |
|---|---|
| • Self-Loading Trucks; (130 – 160 cubic yards) | 90 |
| • Dump Trucks (16 yards – 50 yards) | 153 |
| • Rubber Tire Loaders (equipped with debris handling grapples) | 26 |
| • Rubber Tire and Track Equipped Excavators (with buckets and grapples) | 18 |
| • Pick-Up Trucks (equipped with portable phones for Foremen) | 40 |
| • Service Trucks | 12 |
| • Skid-Steer Loaders (equipped with buckets and grapples) | 20 |
| • Cherrington Beach Cleaners 4500 & 4500 XL | 5 |
| • Stationary Power Screens – (sand screener) | 2 |
| • Diamond Z 14' Tub Grinders | 6 |
| • Shallow and deep-water boats equipped with latest sonar and photo equipment | 4 |
| • Barges, tugs and large boats for heavy marine debris removal | 4 |

## Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

***All equipment shall meet all federal, state and local regulations.***

## Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the City.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.

"I would like to take this opportunity to thank you and your crews for the industrious work performed for our City because of Hurricane Ike. Your crews should be commended for accomplishing such a monumental task in a short period of time."

**Toni Randall, Mayor**
**League City, TX**

## Anticipated Outside Support/Subcontractor Equipment

CrowderGulf has developed a nationwide database of approved and trusted subcontractors and vendors. Our policy is to utilize qualified local subcontractors to the maximum extent possible, in compliance with 44 CFR 206.10. We also strive to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. The table below shows the number of subcontractors, and their equipment listed in our database for the State of Florida.

## Subcontractor Equipment

| Subcontractor Information | Regional | FL | US. 2024 |
|---|---|---|---|
| **Number of Registered Subcontractors** | 88 | 1049 | 3527 |
| **Subcontractor Equipment** | **Regional** | **FL** | **US. 2024** |
| Dump Trucks (16-65) | 220 | 5408 | 19576 |
| Pick up w/ dump trucks | 70 | 1394 | 5250 |
| Knuckle-boom trucks | 19 | 691 | 3463 |
| Wheel Loader 50hp – 150hp | 122 | 1741 | 6269 |
| 5-ton Pickup truck | 140 | 1649 | 7923 |
| Hydraulic Excavator 50hp-150hp | 167 | 1402 | 7500 |
| Trailer Mounted floodlight | 26 | 289 | 1867 |
| Low-bed Trailer w/ tractor | 48 | 509 | 2395 |
| Water Truck | 8 | 205 | 1140 |
| Air Curtain Burner | 6 | 106 | 474 |
| Backhoe w/ loader 15 | 16 | 338 | 1974 |
| Dozer,2-3 yd blade/root rake blade D7 | 82 | 700 | 4018 |
| Grader, Motor, 12 ft blade 130-140hp | 10 | 165 | 869 |
| Chipper | 8 | 299 | 1622 |
| Tub Grinder 300-400 hp & 800-1000 hp | 6 | 213 | 1096 |
| Self-loading trucks | 28 | 980 | 6813 |
| Skid steer 40 hp – 80 hp | 105 | 1921 | 9121 |
| C&D Walking Floor 80-110 CY | 5 | 522 | 2190 |
| Mulch Trailer 80-110 CY | 10 | 374 | 1598 |
| Bucket Trucks | 6 | 916 | 3644 |
| Barges | 23 | 146 | 1350 |
| Work Boats | 29 | 240 | 1632 |
| Vacuum Trucks | 5 | 120 | 1839 |

| Florida Subcontractor Statistics | Regional | FL |
|---|---|---|
| Small Business | 172 | 727 |
| M/WBE, HUB, SDB or Veteran Certified | 89 | 459 |
| Push Crews | 103 | 465 |
| Debris Haulers | 195 | 799 |
| Marine Debris | 12 | 55 |
| Haul Outs | 14 | 56 |
| Grinding | 17 | 63 |
| Burning | 2 | 21 |
| Concrete Reduction | 1 | 6 |
| Recycling | 2 | 11 |
| Hazardous Material | | 8 |
| Tree Work | 27 | 101 |



CROWDER GULF

# Section 4:
# KEY STAFF EXPERIENCE AND QUALIFICATIONS



**City of Plantation, FL**

*RFSP No. 001-25 for Disaster Debris Management and Removal Services – Term Conti*

# Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Plantation. CrowderGulf's extensive experience and personnel resources enable us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful debris recovery operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

## ▪ Potential City of Plantation Project Management Team Member Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Everyone is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City. CrowderGulf personnel assigned are dedicated to the project from activation until project closeout. Assigned personnel will devote 100% of their time to the City. This provides consistency and enhances communication with all recovery agencies involved with the City's recovery.

| Name | Position | Email | Phone | Years' Experience |
|---|---|---|---|---|
| Ashley Ramsay-Naile | President | jramsay@crowdergulf.com | (646) 872-1548 | 27 |
| Reid Loper | Senior Vice President | rloper@crowdergulf.com | (678) 477-3755 | 15 |
| Jacob "Matt" Tate | National Director / Response and Recovery | mtate@crowdergulf.com | (251) 402-4696 | 25+ |
| Nick Pratt | Director of Operations | npratt@crowdergulf.com | (251) 402-5566 | 18 |
| Barrett Holmes | Regional Director – East Coast - NY, NJ, CT | bholmes@crowergulf.com | (864) 569-6611 | 25+ |
| Don Madio | Regional Director – FL | dmadio@crowdergulf.com | (813) 285-8749 | 23 |
| Bill Doran | Director of Government Programs and Policy / Regional Director - LA | bdoran@crowdergulf.com | (225) 456-1752 | 25 |
| Leigh Anne Ryals | Regional Director – AL, MS & TX | lryals@crowdergulf.com | (251) 751-8660 | 25+ |
| Drew Sprinkle | Regional Manager-AL, MS | dsprinkle@crowdergulf.com | (251) 423-1100 | 6 |
| Joe Hayes | Regional Manager – FL | jhayes@crowdergulf.com | (561) 315-1360 | 6 |
| Barton Holmes | Regional Manager – East | barton@crowdergulf.com | (864) 906-1671 | 5 |
| Valerie Gonzalez | Regional Manager – TX | vgonzalez@crowdergulf.com | (361) 704-2548 | 12 |
| Clayton Young | Regional Manager - TX | cyoung@crowdergulf.com | (940) 206-6996 | 12 |
| Wilber Ledet | Assistant Operations Manager / Senior Project Manager | wledet@crowdergulf.com | (228) 326-5915 | 12 |
| Matt Lucas | Senior Project Manager, East Coast | mlucas@crowdergulf.com | (609) 731-2858 | 25+ |
| Lew Najor | Project Manager | lnajor@crowdergulf.com | (850) 393-9985 | 27 |
| Howard Turner | Project Manager - East Coast | hturner@crowdergulf.com | (804) 814-6197 | 19 |
| Isam Brisco | Project Manager | ibrisco@crowdergulf.com | (512) 373-0586 | 8 |
| Margaret Wright | Documentation Director / PhD | mwright@crowdergulf.com | (251) 604-6346 | 23 |
| John Campbell | Senior Director – East | jcampbell@crowdergulf.com | (859) 963-8672 | 25+ |
| Buddy Young | Senior Director - West | byoung@crowdergulf.com | (940) 597-4252 | 25+ |
| Jeff Zemlik | Safety Manager | jzemlick@crowdergulf.com | (251) 509-9422 | 12 |
| Wesley Naile | Contracts Manager | wnaile@crowdergulf.com | (251) 533-5585 | 18 |
| Jesus Carretie | Program Manager | jcarretie@crowdergulf.com | (512) 375-0229 | 8 |

## ▪ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. Their knowledge and expertise make them invaluable assets in any debris removal operation from startup to final invoicing and reconciliation.



**Ashley Ramsay-Naile – President**

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day-to-day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As President for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back-office activities including accounts payable, accounts receivable and human resources. Having served in both field and documentation management positions, Mrs. Ramsay-Naile is very knowledgeable in all aspects of the debris recovery business and a national leader in the field. **Due to Ashley's integrity and excellent leadership skills, CrowderGulf has continued to cultivate one of the most dedicated and capable teams in the disaster debris recovery business.** Mrs. Ramsay-Naile is involved with all aspects of decision making for CrowderGulf and is an authorized contract signer for the Company.



**Reid Loper –Senior Vice President**

As a leading expert in the disaster recovery field, Reid Loper has played a key role in successfully managing recovery for some of the nation's most known disasters including the BP Oil Spill, Hurricane Sandy in New Jersey, the unprecedented 2017 storm season in the south and Hurricane Michael in the Florida panhandle. He started his career with CrowderGulf in 2010 as a Senior Project Manager after gaining valuable experience in management, estimating, scheduling and budgeting as a project manager for a leading commercial construction company in Atlanta.

Managing simultaneous projects is one of Reid's strengths and he honed those skills even more during the BP Oil Spill. He successfully managed more than 1,200 people, 600 pieces of equipment and eight forward operating bases throughout Alabama. In 2012, Reid was selected to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. Since that time, he has managed more than 50 million cubic yards of debris removal for all CrowderGulf projects.

Reid has been strategically involved in directing all CrowderGulf projects since his promotion to Vice President in 2016. Reid's excellent leadership, organizational skills, attention to detail, and his interpersonal relationships with Clients, fellow employees, and subcontractors, make him an invaluable asset to CrowderGulf and to the disaster debris industry. Reid played a key role during the unprecedented 2017 storm season directing 96 simultaneous contract activations and more than 150 project managers. Reid oversaw the 2018 Hurricane Michael debris missions after the Florida Panhandle was devastated by the first Category 5 hurricane to make landfall since 1992 Hurricane Andrew. This resulted in removing more than 14,000,000 cubic yards of debris. During the 2020 storm season, also one of the most active in history, Reid directed operations in Louisiana, Mississippi and Alabama, removing and disposing of more than 20,000,000 cubic yards of debris.

In addition to playing a leading role in disaster recovery for CrowderGulf, Reid also manages their waterway debris removal division, including projects from New Jersey, Florida, Alabama, and Texas, making him nationally renowned as one of the leading experts for water borne debris removal. When he is not working on disaster responses, Reid bids and oversees various types of construction projects under the special project division.

Academically, Reid graduated from Auburn University with a bachelor's degree in aerospace engineering and is a LEED Accredited Professional with certifications in NPDES and FEMA courses. He has a current OSHA 30 and HazWoper 40 certification is NIMS certified and holds general contractor licenses in the following states: Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, and Louisiana.

Reid is also a recognized leader in the community and was inducted into the Mobile Bay 40 under 40 class of 2021. He also serves as a board member for the Alabama Coastal Foundation, with a mission to improve and protect Alabama's coastal environment through cooperation, education and participation.

**Jacob "Matt" Tate – National Director of Response and Recovery**



Matt retired after 25 years with United States Army Corps of Engineers (USACE) with 20 of those years providing leadership in a variety of USACE projects, programs, and disaster related response missions. During his time with USACE, Matt was deployed as a Type 1 Debris Subject Matter Expert (Lead Debris SME) to 38 different disaster events that included floods, hurricanes, typhoons, wildfires, winter weather and building collapses throughout the United States and outside the continental United States. Matt has extensive knowledge in overall Project Management including Contract and Scope of Work development, Contract Negotiations, Budgeting, Scheduling, Resourcing, Cost Estimating, Quality Control, Safety and Debris Management /Removal Operations to include Right-of-Way Debris Removal (ROW), Private Property Debris Removal (PPDR), Commercial Debris Removal (CDR), Demolition, Waterway/Marine Debris, Debris Management Site (DMS) Development and Operations, Reduction, Recycling and Disposal. His extensive background makes him uniquely qualified to take on CG's newest role of "National Director of Response and Recovery". In this role, Matt will expand CG's opportunities in the federal markets while also bolstering our already successful pre-event contracting, as well as establish and foster strategic teaming partnerships.

Matt started his esteemed career as an Engineering co-op student in 1999 with USACE Mobile District. After graduating from the University of South Alabama in 2003 with a Bachelor of Science in Civil Engineering, Matt worked his way up to Supervisory Civil Engineer, and in 2008 was selected as Mobile District Disaster Program Manager for the Emergency Management Branch, Operations Division. Serving in this position, he was responsible for readiness and response activities throughout the districts area of responsibility which included all hazards disaster related programs, directives, detailed plans, and preparedness measures. He also served as the USACE National Debris Program Manager/ Lead Subject Matter Expert where he managed all FEMA missions that included assigned debris activities to the Department of Defense. Matt frequently briefed and provided information to the Head Quarters USACE and General Staff. He served as the primary point of contact for all manners of debris mission activation and deployment recommendations, to be prepared for potential debris missions. Matt received numerous awards and recognition throughout his illustrious career.

**Nick Pratt – Director of Operations**



Mr. Pratt serves as CrowderGulf's Director of Operations. Nick is the lead in the initial onsite team when a disaster strikes our clients. His ability to assess damage, evaluate the needs, coordinate field assets and subcontractor resources is invaluable to the overall success of our many projects. Since starting work with CrowderGulf in 2004, Nick has worked in every disaster activation from Florida to Texas and New York to New Jersey. He has honed his skills as he worked in various field leadership positions, from crew foreman, equipment operator, field supervisor, project manager, and currently as the Director of Operations. Nick is a trustworthy man of action that works with Clients in an honest and forthright manner to help restore cities and counties after a disaster. His work ethic and management skills have gained him the respect of all that work with him, including the CrowderGulf team, Clients and subcontractors.

Since 2005, Nick has been one of the first CrowderGulf team members to be on the ground and/or in the air assessing the needs of our Clients, communicating with our team and directing the necessary resources to ensure every project is working to restore citizens to normalcy as quickly as possible. Mr. Pratt also serves as a vital Quality Control agent to ensure that all work is completed efficiently and within the parameters of all FEMA regulations, local and state laws.

Nick initially handled all the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. Nick has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. In 2017, Nick worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast.

Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. **These two storms combined to require services from 683 Total Subcontractors throughout 2 States**. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Managers to remove approximately **250,000 Cubic Yards** of waterway debris.

In 2018, Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category V, Hurricane Michael. **Most recently,** Mr. Pratt worked to secure necessary subcontractors, field personnel and equipment to approximately **11 Clients after Hurricanes Laura and Delta struck Louisiana and Hurricane Sally severely damaged the Alabama Coast.** Mr. Pratt's ability to assess each project's needs, assign personnel, and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40-hour HAZWOPER and refresher and in 30 HR OSHA Construction. (NIMS Trained)

**Margaret R. Wright, Ph.D. – Senior Documentation Director**

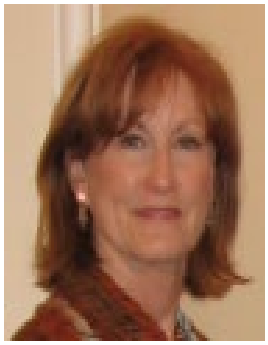

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003.

After Hurricane Ike in 2003, Dr. Wright developed an Orientation Training Program for Hurricane Preparedness and FEMA Regulations. She and Mr. Young presented training courses throughout Florida, Virginia, South Carolina and Texas for CrowderGulf Clients with pre-event contracts.
In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey**.

Dr. Wright currently assists with proposal writing and mentoring new employees on disaster debris operations. (NIMS Trained)

**John Campbell – Senior Director**




Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a master's degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)

**Raymond "Buddy" Young – Senior Director**



Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

**Gary Jones – FEMA Specialist and Technical Assistance Manager**

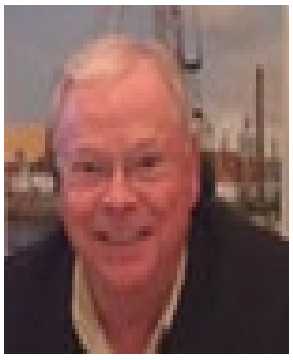

Mr. Jones has over 28 years of working for the Federal Emergency Management Agency (FEM A). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, and Hazardous Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)

## ▪ Regional Directors and Regional Managers



**Barrett Holmes – Regional Director (East Coast)**

Colonel (Retired) Holmes joined the CrowderGulf Management Team with more than 30 years of successful leadership and management experience with the United States Army. He is a combat veteran of the United States Army with a distinguished military career where he successfully led engineer units from the platoon to the brigade level. He commanded the 20th Engineer Battalion and was assigned to the First Brigade Combat Team of the First Cavalry Division, Fort Hood, Texas. The Battalion was awarded the Army Valorous Unit Citation for their Combat Service during Operation Iraqi Freedom II. Under his leadership, the 20th Engineer Battalion supervised construction projects valued at over $718 million in eastern Baghdad, Iraq under austere conditions.

Following his service in Iraq, Colonel Holmes was selected to command the Japan Engineer District in Tokyo, Japan. As the District Engineer, he led the design and construction agency for all Unites States forces and federal agencies in Japan and was responsible for a multinational construction program valued at over $975 million. Colonel Holmes then served as the Defense Coordinating Officer (DCO), the Principal Department of Defense representative with the Federal Emergency Management Agency (FEMA) Region IV. He coordinated Department of Defense resources for numerous disasters to include Hurricanes Earl, Isaac, and Sandy and provided extended support for the United States Coast Guard during the Gulf Coast clean-up following the Deep Water Horizon oil spill. Since Barrett joined the CrowderGulf Team he has he has deployed to 16 activations and managed over 65 projects that include hurricanes, floods, tornadoes and ice storms. In 2022 when Hurricane Ian devastated Florida's Gulf coast, Barrett managed CrowderGulf's complex recovery operation on Sanibel Island, Florida. Sanibel's causeway and bridges breeched in multiple locations; CrowderGulf rapidly established barging operations and transported over 1,200 pieces of equipment to expedite recovery.

During his 40 plus years of service and work experience he has developed an extensive background in leadership skills, training management and disaster response. During his tenure with CrowderGulf, Barrett has conducted well over 200 training sessions with clients, and he is able to share lessons learned and experience with clients to better prepare them for disasters. He received a BA degree from Clemson University, as MA degree from the University of Florida and is a graduate of the Army War College with a Master of Strategic Studies degree. He also affiliated with the Society of American Military Engineers and the Army Engineer Association. (NIMS Trained)



**Don Madio – Regional Director (FL)**

Don Madio, a lifelong resident of Florida, serves as CrowderGulf's Regional Director for the state. He began his career in the disaster recovery industry in 1999 and has since managed over 200 mid-to-large scale disaster recovery, waterway, and debris management projects. After joining CrowderGulf following Hurricane Matthew, Don successfully oversaw seven debris removal and waterway projects. In 2017, he became Florida's Regional Manager after Hurricane Irma, one of the most powerful Atlantic hurricanes ever recorded. His extensive management experience and organizational skills were crucial as he led operations across the state, managing the removal of over 11.8 million cubic yards of debris for 64 projects.

Following Hurricane Michael, Don supervised multiple projects in the Florida Panhandle, removing over 15 million cubic yards of debris. Recently, he provided guidance to CrowderGulf clients affected by Hurricanes Ian and Nicole in 2022, managing 34 contract activations. He has continued to oversee projects and activations following Hurricanes in 2023 and in 2024.

A strong advocate for pre-planning and operational improvement, he administers annual training to project managers, field supervisors, and regional subcontractors. Don is a University of Florida graduate and holds multiple FEMA and USACE certifications.

**Bill Doran – Director of Government Programs and Policy / Regional Director (LA)**



Bill, a Louisiana native, is a highly knowledgeable and experienced member of the CrowderGulf team. With decades of experience in disaster recovery, he is considered a Subject Matter Expert (SME) in Federal Programs, State and Federal Government Intergovernmental Affairs related to Disaster Preparedness, Response, Recovery, and Mitigation. His expertise includes Federal Grant Programs for FEMA, HUD, USDA, USACOE, the Department of Homeland Security, and the U.S. Armed Forces. Bill retired as a presidentially appointed Federal Coordinating Officer (FCO) with FEMA after eight years, serving under both the Obama and Trump administrations.

Before joining FEMA, Bill retired as an Air Force Colonel with 28 years of service. His experience spans over 25 federally declared disasters in nine states, including Hurricane Harvey, Texas & Baton Rouge Flood Recovery, the Moore Tornado in Oklahoma, and long-term recovery efforts for Hurricanes Katrina and Rita. He also served as the Response Director for FEMA Region 6.

During his Air Force career, Bill was the Joint Director of Military Support for the Louisiana National Guard, supporting domestic operations for Homeland Security and disaster response, including Hurricanes Katrina, Rita, Gustav, Ike, and the BP Oil Spill. He also served as the full-time Squadron Commander for Aircraft Maintenance of the F-15 aircraft at NAS Joint Reserve Base New Orleans. Notable highlights include operations for Noble Eagle post-9/11 and deployments to the Middle East.

Bill holds degrees from the Emergency Management Institute Executive Academy (Harvard Kennedy School of Government, Naval Postgraduate School, University of Hawaii, Texas A&M), the University of Maryland (M.S. in Management), the USAF Air War College, and Louisiana State University (B.A. in Journalism). He is also a Certified Emergency Manager (CEM) by the International Association of Emergency Managers.

**Leigh Anne Ryals, ALEM, CLEM – Regional Director (AL, MS & TX)**



Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep-Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events prior to starting work with CrowderGulf. Mrs. Ryals joined CrowderGulf in 2011 and immediately began work in North Carolina following Hurricane Irene. She used her knowledge of the FEMA Public Assistance Reimbursement Program and experience to provide quality control and project oversight to assist our team and our clients in program policy and procedures.

Mrs. Ryals experience includes writing Debris Management and Mitigation Plans for County and Municipal Governments. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit.

Mrs. Ryals utilizes her knowledge and previous experience to train new Project Managers and enjoys sharing her experience through classes, seminars and national and state held conferences. She conducts client preparedness and education training and serves as a Project Manager when needed. Following Hurricane Matthew in Georgia, Hurricane Harvey in Texas and Hurricane Sally in Alabama, Mrs. Ryals utilized her knowledge and skills to provide project management expertise. Most recently, following Hurricane Ian, Mrs. Ryals provided Project Management Services to Synergy Inc., a private insurance Company representing the Charlotte County Florida School System. This work included the collection, removal and disposal of debris for thirty-five school properties and the demolition of two school facilities. She was Licensed and Certified as an Alabama Emergency Manager; and a NIMS 300 & 400 Course Instructor. She holds numerous FEMA and State Emergency Management Certifications.

**Joe Hayes - Regional Manager (FL)**



Joe Hayes grew up around the storm relief and disaster debris management industry. Combined with a strong background in general contracting, agriculture, and various other aspects of debris management, he is accustomed to providing the leadership and oversight to complete projects expediently, efficiently, and to the clients' utmost satisfaction. In 2016, Joe joined CrowderGulf team as a field supervisor in the wake of Hurricane Matthew. In 2017, following Hurricane Irma, Joe was tasked as a Project Manager; managing a number of projects throughout the South Florida area after Irma caused widespread damage throughout the state. Through these projects and the combined effort of the CrowderGulf team, **10 MILLION CUBIC YARDS** of Hurricane Irma related debris were managed and disposed of; facilitating an extensive statewide recovery.

In 2018, following the devastation of Hurricane Michael's effect on the Florida Panhandle, Joe was tasked with managing the removal and disposal of debris left by this strong category 5 hurricane in Jackson County, FL. Mr. Hayes, along with his CrowderGulf team were able to mitigate the challenges of such a large scale disaster all the while employing innovative support and leadership to provide relief to the devastated county. He and his team of field supervisors oversaw hundreds of assets and personnel; providing the logistics that resulted in over **2.5 MILLION CUBIC YARDS** of debris being removed and disposed of in Jackson County alone. In 2020, Mr. Hayes along with other key members of the CrowderGulf management team were sent to Calcasieu Parish, Louisiana after Hurricane Laura tore through the state, with winds peaking at over 140 MPH. Having been tasked with managing the recovery effort in the unincorporated portion of the Parish, Joe and his colleagues have removed over **7 MILLION of the estimated 12.5 MILLION CUBIC YARDs** of debris for the Parish and its included municipalities to date. Along with Joe's experience in managing the aforementioned large-scale disaster recovery projects, he has also managed a broad range of other debris projects throughout Florida and the southeast. When he is not in the field, Joe is a CrowderGulf representative for the South Florida area, ensuring the utmost level of preparedness and support for each client. Mr. Hayes is a Florida native, a lifelong Palm Beach County resident, and is an honors graduate of Florida Atlantic University.

**Jesus Carretie – Regional Manager (FL)**



Based in Florida, Jesus Carretie serves on the CrowderGulf team as our Program Manager. This role requires the overseeing of the fulfillment of CrowderGulf's goals throughout one or multiple projects. This is accomplished by coordinating and strategizing across the different facets of a project from start to completion. Most recently, Mr. Carretie's role became especially integral in managing a pilot program involving Private Property (PPDR), Commercial Property (CPDR), and Title Property debris removal in the Southwest part of Florida under the Florida Department of Emergency Management. This was a result of Hurricane Ian (DR-4673-FL). Under this PPDR/CPDR/Title Property program, CrowderGulf accomplished the completion of debris removal, titled property removal, and/or demolition on over 2,400 properties.

Mr. Carretie assists in a variety of roles that include Data Management, Invoicing, Project Management, Business Management, and Client Relations. Mr. Carretie has been in Emergency Management and Disaster Recovery since 2014 and has worked in the numerous Debris Management projects including 2014 South Carolina Winter, Hurricanes Hermine and Irma, 2020 Oregon Wildfires, and Hurricane Ian debris removal.

Prior to joining CrowderGulf's team, Mr. Carretie has also worked as a Senior Grants Specialist in a FEMA Public Assistance project, and as a Production Manager in a Community Development Block Grant-Disaster Recovery project.

**Drew Sprinkle - Regional Manager (AL, MS, LA)**



Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. He first worked with CrowderGulf in 2008 following Hurricane Ike on the Bolivar Peninsula in Texas as a field supervisor, and again during the BP Oil Spill in 2010 as a logistics supervisor. After receiving his degree from Auburn, he worked as an Account Manager for a third-party logistics firm where he managed multiple high volume logistics accounts for customers in the construction and steel industries. Drew returned to the Debris Management industry as a Project Manager in 2017, when Hurricane Harvey struck the Texas coast. Mr. Sprinkle has served as a Project Manager on a wide variety of projects.

In 2018, Drew supervised over 200 employees and used innovative techniques to remove over 4,000 tons of dead marine life in south Florida following a massive Red Tide Fish Kill. Following flooding in Horry County, SC caused by Hurricane Florence, he was the Project Manager for the South Carolina Department of Transportation (SCDOT) and worked to remove flood debris from the 1,200 square mile county. Hurricane Michael hit the Florida Panhandle in the fall of 2018, and he served as the Project Manager for both the City of Parker and the City of Lynn Haven, Florida. During this activation, Drew successfully directed the removal and disposal of over **1.2 MILLION CUBIC YARDS** of debris. Most recently, Drew was Project Manager for the City of Gulf Shores, AL after Hurricane Sally caused widespread damage in the area. When not actively working in the field, he is also tasked with technical writing and the organization of proposals. He holds General Contractor License's in Alabama, North Carolina, and California. Drew also has certifications in OSHA 30, TWIC, and NIMS.

**Barton Holmes – Regional Manager (East Coast)**



Barton brings to CrowderGulf a distinguished background in Law Enforcement and service in the US Army with US Army Special Operations Command. Mr. Holmes joined CrowderGulf in 2016 as a Field Supervisor during multiple activations for Hurricane Matthew where he developed and implemented the industry's first usage of drones for debris removal documentation and volumetric calculation. His insight allowed the CrowderGulf team to streamline various aspects of the Hurricane Matthew recovery effort for the Island of Hilton Head and other clients along the East Coast. In 2017, Barton was tasked as a project manager for multiple projects along the Texas Coast in the aftermath of Hurricane Harvey. In 2021, Mr. Holmes worked with Warren County and Bowling Green, Kentucky, after an EF-3 Tornado caused damage throughout the State. The Kentucky Team worked to remove and dispose of over 200,000 cubic yards of debris. They battled severe weather in the form of ice storms and even had to deal with another tornado hitting the City of Bowling Green, just a month after the first.

After Hurricane Ian devastated much of Lee County, FL, in 2022, Barton was the Project Manager that oversaw the massive cleanup in Fort Myers Beach, FL. His calm manner and leadership skills were a major asset to the town and CrowderGulf's team. He conscientiously worked through all the issues and was able to manage the removal of over 800,000 cy of debris.

Currently, he serves as the Regional Manager for CrowderGulf's clients in the Eastern Region, developing and conducting training programs and enriching CrowderGulf's long lasting relationships with our clients.

**Valerie Gonzalez – Regional Manager (TX)**



Ms. Gonzalez is a native Texas resident who enjoys the Great State of Texas and its vast beauties. Ms. Gonzalez believes in honesty, integrity and a strong work ethic. She was born and raised in the Lower Rio Grande Valley. Ms. Gonzalez relocated to San Antonio to attend the University of Texas San Antonito where she received an undergraduate degree in Biology and Criminal Justice. After receiving her undergraduate degree, Ms. Gonzalez moved to Houston to attend graduate school. She earned a Juris Doctorate from Thurgood Marshall School of Law and graduated as the valedictorian.

Prior to her employment with CrowderGulf, Ms. Gonzalez worked for Aransas County. She began as a Sanitarian ensuring citizen and business compliance with regulations regarding food safety and on-site sewage disposal. After 18 months of employment, she was promoted to Director of Environmental Health. In this position, she successfully assessed and navigated environmentally complex projects. As the Director of Environmental Health, Ms. Gonzalez simultaneously managed the solid waste program as well as the vector control program for Aransas County.

During her tenure as the Director of Environmental Health with Aransas County, she oversaw debris operations for Hurricane Harvey, a catastrophic Category 4 hurricane, which made landfall in Aransas County. As the debris manager, her duties included local, state, and federal coordination for debris clean up. Included in the debris clean-up, waterway debris removal as well as private property debris removal were also implemented and successfully completed. Ms. Gonzalez's ability to successfully communicate, collaborate and coordinate with the various agencies involved in debris removal led to recruitment and acceptance into the Texas Department of Emergency Management (TDEM) Disaster Recovery Task Force (DRTF) as a debris specialist. In her capacity as a debris specialist, she was deployed to the Eastland Fire Complex to assist the local agencies with debris clean up. In addition to her Harvey debris efforts, Ms. Gonzalez successfully consulted and coordinated with state and federal partners in the county wide aerial vector control activities to alleviate nuisance mosquitoes which promoted recovery efforts.

## ▪ Field Personnel and Project Management Team



**Jeff Zemlik – Safety Manager**

Mr. Jeff Zemlik graduated from Columbia Southern University with degrees in Occupational Safety and Health as well as Organizational Management. Originally from the Chicagoland area, Mr. Zemlik joined the CrowderGulf team in 2010 during the BP Oil Spill, where he led the contractor safety program for the state of Alabama.

Safety in the field is essential for every CrowderGulf activation, and Mr. Zemlik's field presence is one of his strongest qualities. Regardless of the project's size, safety policies and procedures are strictly enforced, either by Jeff personally or by the team of trained safety professionals he manages.

In addition to his accredited degrees, Mr. Zemlik holds his OSHA 500 certification, trains all HAZWOPER associates, and has completed USACE CQM and 385-1-1 training. He also holds Asbestos Inspector and Supervisor Certifications. Mr. Zemlik manages the DOT program for the company and is trained in Fishbone root cause analysis and incident inspections. His additional training and certifications include SONS & TWIC, OSHA 10-hour General Industry, OSHA 510 & 500, and Leadership & Influence. Jeff has also obtained his ISA Certified Arborist classification and is a local ISA member of both **Texas and Florida Chapters**. (NIMS Trained)



**Wilber Ledet – Assistant Operations Manager / Senior Project Manager**

Wilber's disaster experience began when he and his family lost their home in Biloxi, MS, during Hurricane Katrina in 2005. After rebuilding a new home in a safer location, he started working for CrowderGulf following Hurricane Ike in 2008. He managed the removal of wet debris targets identified by the CrowderGulf sonar crew from West Galveston Bay, Tiki Island, and Omega Bay, TX. This project also involved his expertise in managing the stored vessel reclamation program, where he assisted in the removal of hazardous substances from vessels and coordinated their proper disposal.

From 2010 to 2012, Wilber served as Project Manager for the Deepwater Horizon Oil Spill, overseeing up to 800 HAZWOPER-certified responders and facilitating daily meetings with Environmental Teams and BP officials. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee sand removal, sand screening, and beach berm construction for the Town of Dauphin Island, AL.

Wilber's excellent leadership and work ethic have been instrumental in CrowderGulf's success in projects across several states. From New Jersey after Hurricane Sandy in 2012 to managing large land and waterway projects in AL, LA, FL, and SC after hurricanes from 2014 to 2023, his contributions have been significant.

Currently, Wilber acts as the Assistant Operations Manager, playing a crucial role in setting up operations after every disaster activation and ensuring that each project is completed to the satisfaction of CrowderGulf's clients. His ability to initiate and successfully complete operations while effectively communicating with clients, subcontractors, and the management team is a major contributor to CrowderGulf's success in every project.

**Matt Lucas – Senior Project Manager**



Mr. Lucas has over 25 years of extensive experience in debris cleanup. He managed the Hurricane Harvey cleanup in Port Arthur, TX, resulting in the removal and proper disposal of 1 million cubic yards of debris.

After Hurricane Michael devastated Panama City, FL, Mr. Lucas served as the Senior Project Manager for the City, overseeing all rights-of-way (ROW), ditches, PPDR work, and the six temporary debris management sites (TDMS). This effort resulted in the removal of 4 million cubic yards of debris from the City.

In 2022, after Hurricane Ian caused significant damage in Florida, Matt was the Project Manager in Sarasota County. His excellent communication and leadership skills, along with his calm demeanor, were key to the successful completion of work in Sarasota County. Matt is highly experienced and an asset to CrowderGulf.

Before joining CrowderGulf, Matt worked for the state of New Jersey and the New York Port Authority during the aftermath of the World Trade Center destruction. He played a crucial role in constructing various logistical sites for the cleanup operations. Throughout his career, Matt has owned and operated several businesses. He has held a New Jersey A901 disposal license, a New Jersey electrical license, a 100-ton U.S. Coast Guard License, and a CDL.

**Howard Turner - Project Manager**



Mr. Turner has a career spanning over two decades in the debris management industry. He began his management career at Grind-All, where he oversaw the scheduling and operations of multiple grinders, screens, loaders, excavators, mulch coloring plants, trucks, and miscellaneous equipment. After Hurricane Isabel devastated eastern Virginia in 2003, Mr. Turner joined CrowderGulf, utilizing his experience in debris site and debris reduction management. He served in various roles in the cities of Virginia Beach, Norfolk, Suffolk, and Newport News, as well as in the counties of James City, York, and Suffolk. He was responsible for disaster debris collection and reduction, final disposal of reduced debris, damage claims, client contact, and debris management site restoration.

Since 2004, as a Project Manager, Mr. Turner has been responsible for the day-to-day management of all disaster recovery activities, including collection crews and equipment, debris reduction and disposal, site restoration, and acting as a liaison to client municipalities, the Army Corps of Engineers, and FEMA. Mr. Turner has managed projects for CrowderGulf in Florida, Georgia, Virginia, North Carolina, South Carolina, Alabama, and Arkansas. His extensive experience in the debris industry and excellent communication skills ensure that every client is restored to normalcy as quickly as possible.

**Isam Brisco – Project Manager**



Mr. Brisco is a Graduate of the University of North Texas. He began working with CrowderGulf in 2017 as a field supervisor. His excellent work ethic, communication and job skills allowed him to take on more responsibilities as a Project Manager. After flooding from Hurricane Harvey in 2017, Isam managed the debris removal operation in Dickinson, TX. He communicated with the city daily to give updates on progress, organized and communicated with subcontractors daily to assign debris pickup zones, Isam also worked with the Monitoring Company to ensure the job ran smoothly.

Following Hurricane Michael in October 2018, Mr. Brisco was assigned as Project Manager in West Bay County Florida. His responsibilities included managing the PUSH Operations, locating and permitting suitable DMS, mapping and plotting debris on all County roads,

assigning debris zones to subs and ensuring they adhered to assigned zones, supervising operations at DMS, providing debris estimations for the county, and keeping them updated on progress.

In August 2020, Hurricane Laura made landfall in Southwest Louisiana. Mr. Brisco managed the debris removal operations in Calcasieu Parish. He oversaw the day-to-day operations of a project that, at its peak, had over 200 trucks removing over 98,000 cubic yards of debris from over 1,200 square miles daily.

He also managed the debris removal operations from drainage laterals Calcasieu Parish, Louisiana. This project had several challenges including finding dry ground for barge offload sites where debris from specialized grapple barges could be loaded into trucks for haul out and reduction. Another challenge was the lack of easements and rights-of-way along many of the drainage laterals in the Parish. Thousands of private landowners were located and contacted for permission to perform debris removal from drainages on private property. CrowderGulf removed over 2.2 million cubic yards of storm debris from over 800 miles of drainage laterals. (NIMS Trained) (Certified Asbestos Supervisor)

When Hurricane Nicholas struck the Texas coast in Brazoria County, Isam was onsite the morning after landfall to begin damage assessments for five clients located in the affected area. CrowderGulf was activated in the area and Mr. Brisco headed up the debris removal project of over 200,000 cubic yards of debris for the five affected clients.

**Robert Lewis Najor – Project Manager & Quality Control**



Robert (Lew) began working for CrowderGulf in 2017, following a 25-year career with the United States Army Corps of Engineers (USACE). During his time at the USACE, Robert held positions such as Project Manager and Construction Quality Control (CQC) Manager. He worked on USACE projects for Debris Management Services from 1993 to 2016. Robert's extensive industry knowledge of disaster and debris-related projects with the USACE and civilian contracting companies has provided him with in-depth experience in removal and reduction, beach restoration, levee enlargement and buildup, Operation Blue Roof projects, and flood control across the Gulf Coast.
In addition to his extensive industry background, Robert is certified by the United States Army Corps of Engineers for Construction Quality Management for Contractors and by the State of Florida Department of Business and Professional Regulation as an Underground Utility and Excavation Contractor. Robert's past experience and ability to provide damage assessments have been major assets in evaluating the aftermath of disaster events to assist clients. His training and experience in debris and project management, along with his understanding of the complexity of CQC Management, have been instrumental in the successful completion of many of CrowderGulf's debris removal projects. Robert also holds a Class B certified driver's license and is a heavy equipment operator.

## ▪ Disaster Administration Office Team

**Wesley Naile - Contracts Manager**



Mr. Naile has been involved in the disaster and recovery field since 2004, when he served as CrowderGulf's Project Manager in Volusia County, Florida, during Hurricanes Charley, Frances, and Jeanne. In 2005, he was assigned the role of Logistics Coordinator, working out of the Disaster Administration Office (DAO), where he coordinated materials, equipment, and subcontractors for CrowderGulf's clients.

Currently, Mr. Naile manages the database for pre-event contract information, coordinates with new and existing clients to establish pre-event contract awards and documents, and handles contract renewals. When disasters strike, Wes and his staff coordinate all field resources that Project Managers need to get their jobs up and running, including portalets, towers, generators, portable housing, and more.

Wes served three years in the U.S. Army as a 12B Combat Engineer and received an honorable discharge. He also attended the University of South Carolina-Beaufort and is NIMS trained.

**Amber Ramsay – Public/Community Relations and Marketing Manager**

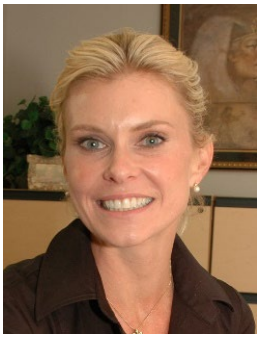

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)

**Lauren Bell – Controller**



Lauren joined CrowderGulf in 2022 as Controller where she is responsible for overseeing financial reporting and accounting operations. During a disaster, her role helps to ensure CrowderGulf maintains adequate capital reserves for field operations to move without economic interruption.

Prior to joining CrowderGulf, Lauren served as Assistant Controller for The American Equity Underwriters, Inc, where she led a team responsible for financial operations including consolidated financial statement preparation, corporate analysis, forecasting and budgeting. Lauren began her career in public accounting at KPMG LLP in Birmingham, serving audit clients in a variety of industries. She holds a Bachelor of Science in Commerce and Business Administration and a Master of Accountancy from The University of Alabama.

**Gina Walley – Accounts Receivable Manager / Documentation Specialist**



Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)

**Jenny Todd Weaver – Subcontractor SMBE Compliance Manager**



Mrs. Weaver manages subcontractors, develops, and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)

*Resumes have been provided at the end of this section per the RFP requirements.*

**No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.**

**Additional Personnel**

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

## Full Time and DAO Personnel

| Last Name | First Name | Position |
|---|---|---|
| Teofilo | Tiffany | Accounts Payable Asst |
| Lund | Marcus | Systems Engineering Manager |
| Wright | Kerry | Warehouse Manager |
| Simon | Paris | Accounting Clerk |
| Suters | Donna | Executive Administrative Assistant / Accounts Receivable |
| Turner | Mary | Logistics, Contract Management |
| Williamson | Kelley | Subcontractor Accounts Payable Mgr., DAO Office Manager |
| Edwards | Melinda | Executive Administrative Assistant |
| Noll | Kerrie | Proposal Manager |
| Snell | Brandi | Receptionist |
| Melton | Madi | Administrative Assistant |
| Sprinkle | Aimee | Receptionist, Accounting Clerk |
| Holmes | Betsey | Executive Administrative Assistant |

## Additional Field Personnel

| PROJECT MANAGERS | | | |
|---|---|---|---|
| Last Name | First Name | Last Name | First Name |
| **Bell** | Brad | **Loper** | Leigh |
| **Bender** | Jay | **Lund** | Barry |
| **Bishop** | Anthony | **Matlack** | Desiree |
| **Brewer** | James | **Poore** | Jim |
| **DeHart** | Vance | **Powell** | Mark |
| **Edge** | Ron | **Rich** | Bud |
| **Frye** | Jim | **Roberts** | Sam |
| **Gill** | Ray | **Robinson** | Tom |
| **Gilman** | Ken | **Thorson** | Ron |
| **Gittens** | Brian | **Van Vactor** | Joe |
| **Hall** | Eric | **Wimberly** | Mike |
| **Hayes** | Dan | **Wright** | Andy |
| **Hayes** | Roy | **Wright** | Charles |
| **Hill** | Philip | | |

| FIELD SUPERVISORS | | | |
|---|---|---|---|
| Last Name | First Name | Last Name | First Name |
| **Blackston** | John | **Leggett** | Dee & Jan |
| **Brewer** | Jacob | **Loper** | Mark |
| **Renley** | Brandon | **Luteri** | Rodney |
| **Anderson** | Paul | **Mosby** | Jacob |
| **Baldwin** | Lisa | **Perkins** | Megan |
| **Bell** | Maria | **Pfeifer** | Joe |
| **Brewer** | Lapa | **Rackley** | Rodney |
| **Cade** | Victor | **Ransom** | Jim |
| **Campbell** | Tony | **Rel** | Gabriel |
| **Crigler** | Eric | **Roberts** | Kadeem |
| **Cruz** | Lisa | **Sabasie** | Dalisia |
| **Drinkwater** | Cliff | **Scantlebury** | Clement |
| **Giffens** | Brian | **Smith** | Tim |
| **Gittens** | Margaret | **Spann** | Gregory |
| **Henry** | Curn | **Tompkins** | Alyssa |
| **Holiday** | Richard | **Whitten** | Brent |
| **Hollman** | Michael | **Widgeon** | Pam |
| **Hope** | Gene | **Widgeon** | Paul |
| **Laurent** | Zakiya | **Wong** | Tina |
| **Lee** | Brandon | **Wright** | Latasha |

## Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.

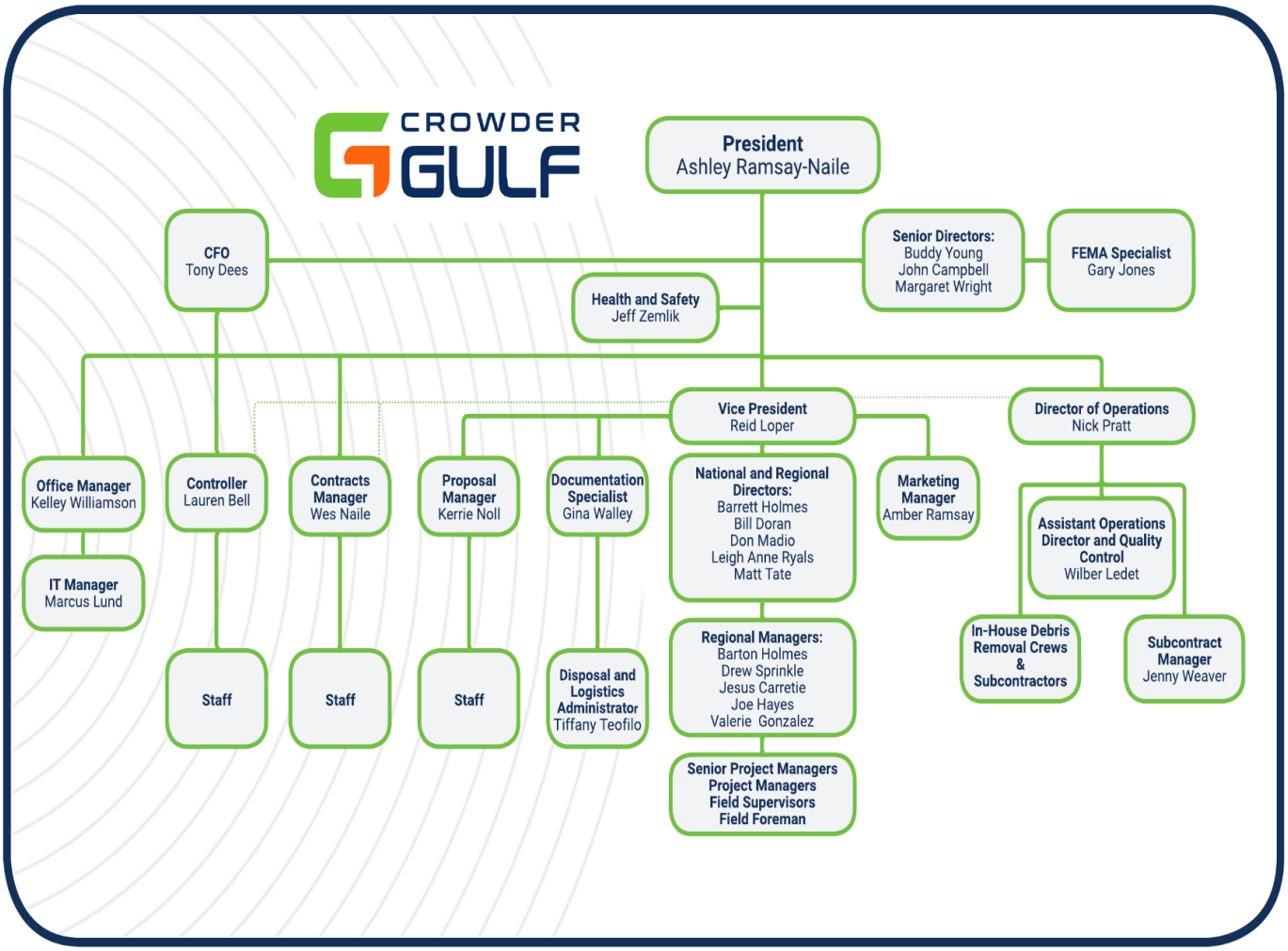

## Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations since 2005. Additional information and resumes can be provided upon request.

| Key Personnel<br>Past Storm Experience | 2005 | | | 2006 | | 2008 | | 2009 | | 2010 | | 2011 | | | 2012 | | 2013 | 2014 | | | 2015 | 2016 | | | | 2017 | | 2018 | | 2019 | 2020 | | 2021 | | | | | 2022 | | | 2023 | | | 2024 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Hurricane Katrina | Hurricane Rita | Hurricane Wilma | Ice Storm | TS Ernesto | Hurricane Gustav | Hurricane Ike | Ice Storm | TS Ida | BP Oil Spill | Hurricane Earl | Hurricane Irene | Tornado | Hurricane Isaac | Hurricane Sandy | TS Debbie | Blizzard Nemo | Ice Storm Pax | Ice Storm Ulysses | Severe Storms & Flooding | Ice Storm | TX Severe Storms | LA Severe Storms | Hurricane Hermine | Hurricane Matthew | Hurricane Harvey | Hurricane Irma | Hurricane Florence | Hurricane Michael | Texas Tornado | Hurricane Laura / Delta/Zeta | Hurricane Sally | Hurricane Ida | Hurricane Nicholas | Kentucky Tornado | Severe Storms & Flooding | Florida Tornado | Ice Storm | Hurricane Ian | Tornados – AR/NC/VA/TX | TX Ice Storms | Hurricane Idalia | Texas Tornado | Hurricane Beryl |
| Ashley Ramsay-Naile, President | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nick Pratt, Dir. of Operations | ✓ | | ✓ | ✓ | | | ✓ | | | ✓ | | ✓ | | ✓ | ✓ | | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Reid Loper, Vice President | | | | | | | | | | ✓ | | | | ✓ | ✓ | | | | | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Raymond "Buddy" Young, Senior Director | | ✓ | ✓ | | ✓ | | ✓ | ✓ | | ✓ | | ✓ | ✓ | | ✓ | | ✓ | | | | | ✓ | | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ | ✓ | | ✓ | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | |
| John Campbell, Senior Director | | | ✓ | | | | ✓ | | | | | ✓ | ✓ | ✓ | ✓ | | | ✓ | | ✓ | | | | | ✓ | | ✓ | | ✓ | | | | | | | | | | ✓ | | | | | |
| Mate Tate, National Director * | × | | | | | × | × | × | × | × | | | × | × | × | | × | × | | × | | × | × | × | × | × | × | × | | × | × | × | | × | | | | × | | | × | | ✓ |
| Barrett Holmes, Regional Director | | | | | | | | | | | | | | | | | | ✓ | | | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | | | | ✓ | ✓ | | ✓ | | | ✓ | ✓ | ✓ | | ✓ | | ✓ |
| Bill Doran, Director | × | × | | | | × | × | | | × | | | | × | | | | | | | | × | | | | × | × | | × | | × | | × | | | | | | × | ✓ | | ✓ | | ✓ |
| Don Madio, Regional Director ** | | | | | | × | × | × | × | | × | × | | × | × | × | × | × | × | | | | | × | × | ✓ | ✓ | | ✓ | | | ✓ | | | | | ✓ | | ✓ | | | ✓ | ✓ | ✓ |
| Leigh Anne Ryals, Regional Director | × | | | | | × | × | | ✓ | | | ✓ | | ✓ | | | | ✓ | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | ✓ | | | | | | | | ✓ | ✓ | | ✓ | | ✓ |
| Margaret Wright, Ph.D., Documentation Dir. | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Valerie Gonzalez, Regional Manager | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Drew Sprinkle, Regional Manager | | | | | | | ✓ | | | ✓ | | | | | | | | | | | | | | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | | | | | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Barton Holmes, Regional Manager | | | | | | | | | | | | | | | | | | | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | | | | ✓ | | ✓ | ✓ | | ✓ | ✓ | ✓ | | ✓ | | ✓ |
| Wilber Ledet, Senior Project Manager | | | | | | | ✓ | ✓ | | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Howard Turner, Project Manager | | | × | | | | | | | | | × | | | ✓ | | ✓ | | | | | | | | ✓ | | ✓ | ✓ | | | | ✓ | ✓ | | ✓ | | | | ✓ | ✓ | | | | ✓ |
| Joe Hayes, Project Manager | | | | | | | | | | | | | | | | | | | | | | | | | ✓ | ✓ | | ✓ | | ✓ | | | | | | ✓ | | ✓ | ✓ | | ✓ | | ✓ |
| Matt Lucas, Project Manager | | | | | | | | | | | | | | | | | | | | | | | | ✓ | ✓ | | ✓ | ✓ | | ✓ | | ✓ | | | ✓ | | | | ✓ | ✓ | | ✓ | | ✓ |
| Isam Brisco, Project Manager | | | | | | | | | | | | | | | | | | | | | | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | ✓ | | | | | | ✓ | ✓ | ✓ | ✓ |
| Lew Najor, Project Manager | | | | | | | | | | | | | | | | | | | | | | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | | | | ✓ | | | | ✓ |
| Jesus Carretie, Program Manager | | | | | | | | | | | | | | | | | | ✓ | ✓ | × | | | | × | | × | | | | | | | | | | | | | ✓ | ✓ | | ✓ | | ✓ |
| Jeff Zemlik, Safety Manager | | | | | | | | | | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Gary Jones, FEMA Specialist ** | | | | | | | | | | | | | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | | | ✓ | ✓ | | | | ✓ | | | | | | | | | | ✓ | | ✓ | | | |
| Wesley Naile, Contracts Manager | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Amber Ramsay, Public & Com. Relations | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | ✓ | | | | | ✓ | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | | | | | | ✓ | ✓ | ✓ | ✓ | | ✓ |
| Gina Walley, Accounts Receivable Mgr. | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Jenny Todd Weaver, Subcontracts Mgr. | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

× ***This denotes that these employees have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies.***

* ***Mate Tate*** *also has extensive previous experience under the USACE with the following: California Wildfires 2017-2018, New Mexico Wildfires 2022, Hawaii Wildfires 2023, Guam Typhoon 2023, Tennessee Tornado Outbreak 2023, Puerto Rico Hurricane Maria 2017*

## Understanding of Governmental Programs

CrowderGulf's management team includes former FEMA Directors, Emergency Managers, and FEMA-trained Debris Specialists. Our key management and field operations staff hold numerous certifications, leveraging their extensive knowledge to assist clients in complying with FEMA guidelines and completing any required paperwork for FEMA, FHWA, or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Public Assistance Program and Policy Guide, including the Debris Management Guide (FEMA 325) and the Public Assistance Debris Monitoring Guide (FEMA 327).

Today, our staff holds numerous FEMA course certifications, as well as various OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend state and national conferences and training classes annually for continuing education credits and certification maintenance. **Additional Courses that are relevant to Debris Management that are held by staff members include the following:**

| Course No. | Course Name | Course No. | Course Name |
|---|---|---|---|
| IS 1 | Emergency Program Mgr. | IS-2 | Emergency Preparedness in the USA |
| IS-5 | Intro to Hazardous Materials | IS-10/11 | Animals in Disaster |
| IS-26 | Guide to Points of Distribution | IS-27 | Orientation to FEMA logistics |
| IS-30/31 | Mitigation e-Grants training | IS-30/31 | Mitigation e-Grants training |
| IS-35.10 | FEMA Ethics | IS-45.11 | FEMA Safety Orientation |
| IS-55 | Household Hazardous Materials | IS-75 | FEMA Military Resources and EMA |
| IS 100 | Intro to ICS | IS-111 | Livestock in Disaster |
| IS-111 | Livestock in Disaster | IS-101/102 | Deployment Basics |
| IS-120 | Introduction to exercises | IS-139 | Exercise Design |
| IS 200 | ICS for single resources & Initial Action Incidents | G-202 | Debris Management |
| K-202 | Debris MGT Planning Course for State Tribal / locals | IS-208 | State Disaster Management |
| IS-230 | Principals of Emergency Management | IS-235 | Emergency Planning |
| IS-240 | Leadership & Influence | IS-242 | Effective Communications |
| IS-241 | Decision Making and Problem Solving | IS-250 | Emergency Support Functions |
| IS-250 | Emergency Support Functions | IS-253b | Overview of FEMA'S Environmental and Historic Preservation Review |
| E-257 | State Director's Training | IS-288 | Role of Vol. Agencies in Emer. Mgt. |
| L-269 | Managing FEMA Staff on Disaster Ops. | L-292 | Disaster Field Operations Mgt. |
| IS-300 | Intermediate ICS | IS-317 | Intro to Community Emergency Response Teams |
| IS-324a | Community Hurricane Preparedness | IS- 363 | Hurricane Readiness |
| G-363 | Hurricane Readiness | L-382 | Public Assistance Coordinator (PAC) Crew Leader |
| G-385 | Disaster Response and Recovery Operations | IS-393 | Intro. Hazard Mitigation |
| IS-403 | Individual Assistance | IS 400 | Advanced ICS |
| L-545 | Basic Human Resources for Disaster Supv. | L-449 | ICS Incident Command Train the Trainer |
| IS-552 | The Public Works Role in Emergency Management | IS-546 | Continuity of Operations Planning (COOP) |
| IS-631 | Public Assistance Operations | IS-630 | Intro to Public Assistance Process |
| IS-633 | Debris Management Plan Development | IS-632 | Intro to Debris Ops in FEMA's PA Program |
| E-684 | Integrating Science into Em. Mgt. Policies & Dec. | L-680 | Emergency Management – A Leadership Challenge |
| NIMs 702 | NIMS Public Information System | NIMS 700/701a | Multi Agency Coordination System (MAC) |
| NIMS 703 | NIMS Resource Management | NIMS 800a | National Response Plan |
| IS-810 | Oil and Hazardous Materials Response | IS 803 | Emergency Support Functions PW |
| FEMA | Executive Academy Graduate Course | OSHA | HazWoper Training |
| FEMA | State Director's Training | FEMA | EMI Professional Development Series |
| | Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course | | Asbestos Contractor Supervisor |

## CrowderGulf's Certifications & Training

*The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.*

FEMA | Emergency Management Institute


Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

*Issued this 28th Day of March, 2012*

0.3 IACET CEU

### IS-100 - Intro to Incident Command Systems

| | | |
|---|---|---|
| Ashley Ramsay-Naile | Don Madio | Lisa Baldwin |
| Amber Ramsay | Donna Suters | Marcus Lund |
| Andrew Sprinkle | Gary Jones | Margaret Wright |
| Barrett Holmes | Gina Walley | Mark Loper |
| Barry Lund | Jenny Todd Weaver | Matt Tate |
| Barton Holmes | Jeff Zemlik | Nick Pratt |
| Betsey Holmes | Jesus Carretie | Reid Loper |
| Bill Doran | Joe Hayes | Ronald Thorson |
| Buddy Young | John Campbell | Sarah Melton |
| Charles Clark | Kerrie Noll | Valerie Gonzalez |
| Clayton Young | Leigh Anne Ryals | Vance DeHart |
| Desiree Matlack | | Wes Naile |
| | | Wilber Ledet |

### IS-200 - ICS for Single Resources & Initial Action Incidents

| | | |
|---|---|---|
| Ashley Ramsay-Naile | Don Madio | Lisa Baldwin |
| Amber Ramsay | Donna Suters | Marcus Lund |
| Andrew Sprinkle | Gary Jones | Margaret Wright |
| Barrett Holmes | Gina Walley | Mark Loper |
| Barry Lund | Jenny Todd Weaver | Matt Tate |
| Barton Holmes | Jeff Zemlik | Nick Pratt |
| Betsey Holmes | Jesus Carretie | Reid Loper |
| Bill Doran | Joe Hayes | Ronald Thorson |
| Buddy Young | John Campbell | Sarah Melton |
| Charles Clark | Kerrie Noll | Valerie Gonzalez |
| Clayton Young | Leigh Anne Ryals | Vance DeHart |
| Desiree Matlack | | Wes Naile |
| | | Wilber Ledet |

### IS-230 - Principles of Emergency Management

| | | |
|---|---|---|
| Bill Doran | Joe Hayes | Leigh Anne Ryals |

### IS-235 - Emergency Planning

| | | |
|---|---|---|
| Barry Lund | Bill Doran | Leigh Anne Ryals |
| Barton Holmes | Joe Hayes | |

### IS-242 - Effective Communication

| | | |
|---|---|---|
| Barry Lund | Bill Doran | Mike Moulder |
| Barton Holmes | Leigh Anne | Reid Loper |

### IS-253b – Overview of FEMA's Environmental and Historic Preservation Review

Barton Holmes

### IS-300 - Intermediate ICS
### IS-300 Instructors: John Campbell and Leigh Anne Ryals

| | | |
|---|---|---|
| Bill Doran | Reid Loper | |
| Jeff Zemlik | Valerie Gonzalez | |

### IS-400 - Advanced ICS Command & General Staff
### IS-400 Instructors: John Campbell and Leigh Anne Ryals

| | | |
|---|---|---|
| Bill Doran | Reid Loper | |
| Jeff Zemlik | Valerie Gonzalez | |

### IS-632 - Intro to Debris Operations in FEMA's Public Asst. Program

| | | |
|---|---|---|
| Barry Lund | Jesus Carretie | Reid Loper |
| Barton Holmes | Leigh Anne Ryals | Sarah Melton |
| Donna Suters | Matt Tate | |

### IS-700 - Intro to National Incident Management System (NIMS)

| | | |
|---|---|---|
| Ashley Ramsay-Naile | Don Madio | Lisa Baldwin |
| Amber Ramsay | Donna Suters | Margaret Wright |
| Andrew Sprinkle | Gary Jones | Mark Loper |
| Barrett Holmes | Gina Walley | Matt Tate |
| Barry Lund | Jenny Todd Weaver | Nick Pratt |
| Barton Holmes | Jeff Zemlik | Reid Loper |
| Bill Doran | Jesus Carretie | Ronald Thorson |
| Buddy Young | Joe Hayes | Sarah Melton |
| Charles Clark | John Campbell | Valerie Gonzalez Vance |
| Clayton Young | Kerrie Noll | DeHart |
| Desiree Matlack | Leigh Anne Ryals | Wes Naile |
| | | Wilber Ledet |

### IS-800 - Intro to National Response Plan (NRP)

| | | |
|---|---|---|
| Ashley Ramsay-Naile | Don Madio | Lisa Baldwin |
| Amber Ramsay | Donna Suters | Margaret Wright |
| Andrew Sprinkle | Gary Jones | Mark Loper |
| Barrett Holmes | Gina Walley | Matt Tate |
| Barry Lund | Jenny Todd Weaver | Nick Pratt |
| Barton Holmes | Jeff Zemlik | Reid Loper |
| Bill Doran | Jesus Carretie | Matt Tate |
| Buddy Young | Joe Hayes | Ronald Thorson |
| Charles Clark | John Campbell | Valerie Gonzalez |
| Clayton Young | Kerrie Noll | Vance DeHart |
| Desiree Matlack | Leigh Anne Ryals | Wes Naile |
| | | Wilber Ledet |

## OSHA 30 Hour – Construction

| | | |
|---|---|---|
| Andrew Sprinkle<br>Barrett Holmes<br>Buddy Young<br>Charles Clark<br>Clayton Young<br>Eric Hall<br>Jeff Zemlik<br>John Campbell<br>Lew Najo | Lisa Baldwin<br>Mark Loper<br>Mike Moulder<br>Nick Pratt<br>Ronald Thorson<br>Reid Loper<br>Vance DeHart<br>Wes Naile<br>Wilber Ledet | OSHA 30 HOUR CONSTRUCTION INDUSTRY TRAINING |

## Hazwoper – Hazardous Waste Operations and Emergency Response

| | | |
|---|---|---|
| Jason Zirlott<br>Jeff Zemlik<br>John Campbell<br>Nick Pratt<br>Reid Loper | Mark Loper<br>Wilber Ledet<br>Vance Dehart | EMERGENCY RESPONSE TRAINING HAZWOPER |

## OSHA Misc.

| | | |
|---|---|---|
| OSHA 10 Hour - General Industry<br><br>OSHA 500 – Train the Trainer | Jeff Zemlik<br>Lew Najor<br>Reid Loper<br><br>Jeff Zemlik | OSHA |

## Watershed Management Training

| | | |
|---|---|---|
| Barry Lund<br>Brandi Snell<br>Clayton Young | Jeff Zemlik<br>Leigh Anne Ryals<br>Reid Loper | Watershed Management |

## U.S.A.C.E. –C.Q.M (Construction Quality Management)

| | | |
|---|---|---|
| Amber Ramsay<br>Andrew Sprinkle<br>Barret Holmes<br>Barton Holmes<br>Barry Lund<br>Clayton Young<br>Don Madio<br>Jason Zirlott | Jeff Zemlik<br>John Campbell<br>Leigh Anne Ryals<br>Lew Najor<br>Margaret Wright<br>Nick Pratt<br>Reid Loper<br>Matt Tate | USACE |

## T.W.I.C. Card

| | | |
|---|---|---|
| Andrew Sprinkle<br>Barry Lund | Jeff Zemlik<br>Nick Pratt<br>Reid Loper<br>Wilber Ledet | TWIC |

## First Aid/CPR

| | | |
|---|---|---|
| Ashley Ramsay<br>Amber Ramsay<br>Andrew Sprinkle<br>Barrett Holmes<br>Barry Lund<br>Buddy Young<br>Charles Clark<br>Clayton Young<br>Desiree Matlack<br>Donna Suters<br>Eric Hall<br>Gary Jones<br>Gina Walley | Jeff Zemlik<br>Jenny Todd Weaver<br>John Campbell<br>Leigh Anne Ryals<br>Mate Tate<br>Margaret Wright<br>Mark Loper<br>Mike Moulder<br>Nick Pratt<br>Reid Loper<br>Ronald Thorson<br>Vance DeHart<br>Wes Naile<br>Wilber Ledet | CPR • FIRST AID • AED CERTIFIED |

## Misc. Training

| | | |
|---|---|---|
| Asbestos Supervisor-<br><br>Asbestos Inspectors-<br><br>USACE 385-1-1 40 hour- | Jeff Zemlik<br><br>Jim Frye<br>Jeff Zemlik<br><br>Jeff Zemlik | DANGER ASBESTOS<br>  |

## Underground Utility and Excavation Certification

| | | |
|---|---|---|
| Lew Najor | | TRAINED • TRENCHING AND EXCAVATION SAFETY |

## Federal Aviation Administration Unmanned Aircraft General – Small UAG

| | | |
|---|---|---|
| Barton Holmes | | FEDERAL AVIATION ADMINISTRATION |

# Ashley Ramsay-Naile

*President*

## Areas of Expertise

**DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS**

## Experience

**CrowderGulf - Mobile, AL**

*President* ***2020-Present***
*Senior Vice President and Chief Operating Officer Disaster Recovery* *2011-2020*
*Project Manager & General Manager* *2004-2011*

- 30 years of experience in disaster recovery and management.
- Strategic planning and supervising all administrative functions and personnel.
- Purchasing Manager, procurement and negotiation tactical planning.
- Accounts receivable and accounts payable flow for CrowderGulf's disaster debris projects.
- Manage documentation and records for disaster operations.
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.

***Storms***

Hurricanes Beryl & Helene - Misc. Winds & Floods (2024)
Hurricane Idalia - Misc. Storms & Tornadoes (2023)
Hurricanes Ian, Nicole & Misc. Storms & Tornadoes (2022)
Hurricanes Ida & Nicholas (2021)
Tornadoes and Floods (2021)
Hurricanes Laura, Sally, Delta & Zeta (2020)
Hurricane Dorian, Tropical Storm Imelda & Tornadoes (2019)
Hurricanes Michael & Florence (2018)
Florida Red Tide & Fish Kill (2018)
Hurricanes Irma & Harvey (2017)
Hurricanes Matthew & Hermine (2016)
Severe Storms, Flooding & Tornadoes (2015-2016)
Beach Cleanup (2016)
Storms, Flooding & Tornadoes (2015)
Tornado (2014)
Ice Storms Ulysses (2014)
Ice Storm Pax (2014)
Dredging **(ALDOT)** 2012
Hurricane Isaac (2012)
Hurricane Sandy (2012-2013)
**BP** Oil Spill (2010-2012)
Hurricane Irene (2011)
Hurricane Charley (2004)
Hurricane Fran (1996)
Hurricanes Erin & Opal (1995)

**Hargray Wireless - Hilton Head Island, SC**

*Property and Construction Manager* *1999-2004*
*Independent Telecommunications Consultant* *1997-1999*

- Cell Site Development from site identification to zoning. Negotiated lease rates and terms. Coordinated with radio frequency engineer and site design with civil engineers. Procurement of site material. Supervised general contractor. Maintained 100+ existing cell sites and compliance with government agencies. Coordinated with accounting on department budget and worked within budget guidelines. Warehousing and issuing of materials for construction. Managed 25 company-owned towers.

**Gulf Equipment Corporation - Theodore, AL**

*Project Coordinator & Manager Telecommunication Projects* *1994-1997*

- Managed turnkey cell site projects for Telecommunication construction projects: Sprint, GTE, Nortel, Powertel, BellSouth Mobility, DiGiPH PCS, Hargray Wireless.
- Material procurement. Civil Construction and tower crew coordination. Organization of projects for bidding purposes. Warehousing coordination of deliveries and shipments. Office manager responsible for accounting and invoicing. On site manager and crew foreman. Liaison between Gulf Equipment and elected officials. Public relations between City officials and area residents.

## Education & Leadership

- Bachelor of Science, Special Education, University of South Alabama, Mobile, AL
- Governor appointed Alabama State Workforce Investment Board
- Board member *of* Family Business Institute at the University of South Carolina

# Edward "Reid" Loper, LEED AP

*Vice President*

## Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; ESTIMATING; MARINE DEBRIS REMOVAL; PLANNING; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

## Professional Overview

Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. From there, Reid has been key in the direct management and planning of over 18 federally declared disaster responses. In 2018 Reid was appointed as Vice President of CrowderGulf and brings a level of dedication and unwavering leadership required in the disaster response industry. Reid's other strong points in the debris and response management efforts are: Contract management/negotiation, estimating/budgets, and planning multiregional simultaneous disaster response activations. These activations ranged from debris removal, sand screening, dredging, and vessel operations, to side scan sonar work. All projects have cumulatively exceeded $800 million in invoicing and total project cost In addition, Reid is considered as one of the industry's leading experts in waterway debris, completing more waterway debris removal projects since 2012 than anyone else in the country. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in the commercial construction industry gave him vast knowledge in management, estimating, schedule and budget supervision.

## Disaster Debris Management Experience and Responsibilities

### CrowderGulf, LLC — 2010-Present

- Direct manager of multiple project managers and respected projects, analyzing of contract requirements, profit/losses estimates (Daily and Monthly), and scheduling for over $800 million in projects.
- Managed operations consisting of 1200 response personnel and over 600 pieces of equipment.
- Highly involved in and conducting business development and conducted quarterly performance reviews for clients, company growth, and quality control.
- Qualified Individual for company general contractor's license and assesses new and current projects to create estimates.
- Perform technical writing used in RFP responses and presentations and handle HR concerns, personnel consulting, and legal matters.
- Look for new opportunities for future work and expanding markets and perform business models for expanding and growth of current company.
- Managed safety program along with insuring that safety and operations coincided and maintained a company Safety TRIR of less than 2.0.
- Manage subcontractors from all aspects including: Insurance, billing, subcontracts, and performance.
- Started sites from the ground up with facilities, personnel, and equipment, and organized & conducted weekly progress meetings among management.
- Negotiate contract terms, review, and execute client contracts.

#### Vice President

**Hurricane Beryl, Winds & Floods -** 2024 (2 Activations in AL, 1 in GA, 26 in TX), **Hurricane Helene -** *Pending in NC & TN)*
**Ice Storm Idalia & Tornadoes-** 2023 (18 Activations in AL, AR, FL, NC, TX & VA), **Hurricanes Ian & Nicole -** 2022 (44 Activations in FL, LA & SC)
**Hurricane Nicholas -** 2021 (7 Activations in Texas); **Hurricane** Ida-2021 (4 Activations in Louisiana & Mississippi);
**Tornadoes -** 2021 (2 Activations in Kentucky), **LA Flooding -** 2021 - (2 Activations in Louisiana)
**Hurricane Zeta -** 2020 (7 Activations in Mississippi); **Hurricane Delta -** 2020 (1 Activation in Texas);
**Hurricane Sally-** 2020 (10 Activations in Alabama & Florida); **Hurricane Laura -** 2020 (8 Activations in Louisiana)
**Tornado** & **Special Project-** 2019 (2 Activations in Texas; **Tropical Storm Imelda -** 2019 (1 Activation in Montgomery Co, TX)
**Hurricane Dorian -** 2019 (2 Activations in South Carolina)
**Hurricane Michael-**2018 (11 simultaneous activations throughout Florida and Georgia- Projected 12,000,000 CY of debris removed, Florida DEP - 115,000 CY of Waterway debris removed); Hurricane Florence - 2018 (26 simultaneous **activations throughout North Carolina)**

#### Senior Operations Planner

**Hurricane Irma•** 2017 (67 simultaneous activations throughout Florida, Florida DEP - 253,000 CY of Waterway debris removal throughout 8 counties within Florida); **Hurricane Harvey -** 2017 (26 simultaneous activations throughout Texas)
**Hurricane Nate -** 2017 (Single Activation for Sand Removal and Screening within Dauphin Island, AL)
**Hattiesburg, MS. Tornado -** 2017 (Single Activation for Disaster Debris Removal Services within Hattiesburg, MS)
**Hurricane Matthew-** 2016 (46 Simultaneous Activations for Disaster Debris Removal Services along the East Coast, Florida DEP - 78,000 CY of Waterway debris removal throughout 6 counties within Florida)
**Hurricane Hermine -** 2016 (Disaster Debris Removal Services in the Tallahassee and Leon County)

#### Senior Project Manager

**Severe Storms (Ice, Flood** & **Tornados)** 2014-2015-2016 Simultaneous activations per year
**Ice Storms (Pax** & **Ulysses) Severe Storms (Flood** & **Tornados)-** 2014 (Various Disaster Debris Cleanup for several Municipalities)
**Hurricane Isaac -** 2012 (9 Simultaneous Activations for Disaster Debris Removal Services along the Gulf Coast)
**Hurricane Sandy-** 2012 (Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey)
**Hurricane Irene -** 2011 (31 Simultaneous Activations for Disaster Debris Removal Services along the East Coast)
**Joplin Tornado -** 2011 ***(USACE mission assigned contract* Joplin, MO., DMS Site)**
Deep Horizon Oil Spill - 2010 (Senior Project Manager over the BP oil response for the entire state of Alabama)

## Education & Certifications

- Bachelor of Science in Aerospace Engineering, Auburn University 2007
- National Incident Management System ICS-100, 200, 300, 400, 241, 242, 632, 700, 702, 800, 810, 901 and 1900
- LEED AP (Leadership in Energy and Environmental Design Accredited Professional); HAZWOPER 40 Hour and 8 Hour refresher
- NASCLA Accredited (National Association of State Contractors Licensing); OSHA 30 and 10 Hour refresher
- General Contractor License (Commercial) Qualified Agent for the States of Alabama, Georgia, Louisiana, Mississippi, South Carolina & Virginia

# Nick Pratt

*Director of Field Operations*

## Disaster Debris Management Experience & Responsibilities

**CrowderGulf Disaster Recovery, Theodore AL**

- Provide leadership, project management and asset coordination assistance for multi-state responses.
- Coordinate field assets and subcontractor resources, supervise and manage several hauling crews until the final clean-up and work is completed.
- Logistics of equipment in place, directing and planning hundreds of employees throughout the complete operation.
- Expert knowledge and leadership in the field to complete assignments on or ahead of schedule.
- Environmental Protection of waterway debris removal projects.

*Director of Field Operations* *2018-Present*

**2024 Hurricane Beryl, Winds & Floods -** 2 Activations in AL, 1 in GA, 26 in TX **Hurricane Helene** - Pending in NC & TN
**2023 Hurricane Idalia** - 4 Activations in FL and GA & **Misc. Storms & Tornado's -** 11 Activations in AR, FL, NC, TX & VA
**2022 Hurricane Nicole -** 3 Activations in FL, **Hurricane Ian -** 35 Activations in FL **& Misc. Storms & Tornado's -** 5 Activations in FL, LS & SC
**2021 Hurricane Nicholas** - 7 Activations in TX) & **Hurricane Ida** - 4 Activations in LA & MS
**2021 Tornado's -** 2 Activations in KY & **LA Flooding -** 11 Activations in AL, FL LA, NJ, TX & VA
**2020 Hurricane Zeta -** *MS*, **Hurricane Delta** - *LA*; **Hurricane Sally** - *AL & FL and* **Hurricane Laura** - *LA*
**2019 Hurricane Dorian** - *SC*; **Tropical Storm Imelda** – *TX* & **Tornados** - *TX & TN*
**2018 Hurricane Michael -** *FL*

*Senior Project Manager* *2012-2017*

**2018 Hurricane Florence –** *NC & SC*
**2017 Hurricane Irma -** *FL &* **Hurricane Harvey** - *Texas*
**2016 Hurricane Matthew** - *Hilton Head Island, SC*
**2015 City of Friendswood, TX** - *Tornado Debris removal and disposal*
**2015 South Carolina DOT** - *Storms and Flooding Removal and Disposal*
**2015 Limestone County, AL** - *Flooding Waterway Debris Removal*
**2015 City of Corpus Christi, TX** - *Vegetative Removal and Disposal*
**2015 City of Raleigh, NC** - *Ice Storm Debris Removal*
**2015 City of Raleigh, NC** - *Ice Storm Debris Removal*
**2014 AL Department of Transportation** - *Drift Waterway Removal in Styx River*
**2014 Blount County, AL** - *Debris Removal and Waterway Removal*
**2013-2014 Hurricane Sandy Water Way Debris Removal**

- Description: Marine debris removal operation for the New Jersey Department of Environmental Protection, as a result of Hurricane Sandy. Manager over five different debris zones which produced over 100,000 cubic yards of debris and 400,000 cubic yards of sand/silt dredged from the impacted waters. The project also included sonar and survey of 56,000 acres of bays, streams, and rivers

**2013 Baldwin County, AL**

- *Dredging of Little Lagoon Pass in Gulf Shores, AL on an as needed basis for* Alabama Department of Transportation (ALDOT)

**2011 Hurricane Irene Recovery, North Carolina & Virginia -** 1*Debris removal and reduction after Hurricane Irene*

- Edgecombe County, NC, City of Rocky Mount, NC & Town of Williamston, NC

**2011 Tornado Recovery, Walker County, AL** - *Debris removal and reduction after tornado*

- USACE mission assigned contract CrowderGulf Prime sub for Phillips & Jordan

*Project Manager* *2009-2012*

**2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS -**
*Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas*

- BP Oil Exploration & Production / O'Brien's Response Management for Orange Beach, AL, Baldwin County, AL & Dauphin Island, AL

*Field Supervisor* *2004-2008*

**2008 Hurricane Ike Recovery, Texas, Alabama** - *Debris removal, reduction and disposal after Hurricane Ike*

- City of Alvin, TX, City of League City, TX, City of Pearland, TX & City of Texas City, TX
- Galveston County, TX & Texas General Land Office

**2006 Flood Recovery, New York** - Debris removal, reduction and disposal after flooding from storms

- Union Concrete Constructors, Erie & Genessee Counties, NY

**2005 Hurricane Wilma Recovery -** *Debris removal, reduction and disposal after Hurricane Wilma*

- City of Pembroke Pines, FL, City of West Palm Beach, F, City of Wilton Manors, FL

**2005 Hurricane Katrina Recovery** - *Debris removal, reduction and disposal after Hurricane Katrina*

- Baldwin County, AL, , City of Daphne, AL & City of Gulf Shores, AL,
- Harrison County, MS, City of Biloxi, MS, Jackson County, MS & City of Pascagoula, MS
- City of Pembroke Pines, FL

**2005 Hurricane Dennis Recovery** - *Debris removal, reduction and disposal after Hurricane Dennis*

- Baldwin County, AL

**2004 Hurricane Ivan Recovery** - *Debris removal, reduction and disposal after Hurricane Ivan*

- State of AL Dept of Conservation & Natural Resources, Baldwin County, AL & City of Daphne, AL

## Education

- CPR, First Aid, 40 hour HAZWOPER, Refresher in 20 Hour OSAL Construction & NIMS Trained.
- Attended University of South Alabama

# Jacob "Matt" Tate

***National Director for Response and Recovery***

## Areas of Expertise

*Disaster Recovery Debris Operations; Logistics Coordination and Strategic Planning; Project Manager and Supervisor with 20 years in facilitating, organizing, and completing projects of varying scale and scope of work. Unique disaster recovery experience that spans the entire United States across a comprehensive spectrum of event type, scope, complexity, and severity.*

## Disaster Debris Management Experience

**CrowderGulf – Mobile, AL, National Director for Response and Recovery,** (January 2024 – Present)

- Expanding CrowderGulf opportunities across the Federal markets
- Establishing and fostering nationwide strategic teaming partnerships
- Look for new opportunities for future work and expanding markets and perform business models for expanding and growth of current company.
- Perform technical writing used in RFP responses, contract negotiations, cost estimating, scheduling, resourcing, and client presentations.
- Identify future actions to improve Debris response nationwide and ensure that issues/lessons learned are incorporated into the after-action program, which includes training, exercises, and workshops.

## Additional Experience

**U.S. Army Corps of Engineers, Mississippi Valley Division - USACE National Debris Program Manager, Debris Subject Matter Expert (7/31/2022 – 1/12/2024)**

- Managed all FEMA mission assigned Debris activities to the DoD/USACE briefing and providing information to the HQ USACE UOC and General Staff - G3, DCO and ESF 3 Permanent Cadre Lead – appraised of program execution, progress toward goals, response and recovery operations and issues; served as the primary point of contact for HQUSACE UOC for all manners of Debris mission activation and deployment recommendations, to be prepared for potential debris missions. I assured effective coordination of assigned responsibilities of the Debris Program with other elements of the USACE, DHS, FEMA and other Federal agencies and partners, states, territories, tribal / local agencies, and the private sector.
- Ensured that all seven (7) of the ESF #3 Debris Planning and Response teams were fully staffed, trained, and maintaining readiness to respond to an incident of national significance in support of the Department of Homeland Security's Federal Emergency Management Agency within the United States or its territories, overseeing over 40 USACE employees as Debris Subject Matter Experts (SMEs) and Debris Specialist who stood ready to provide technical assistance to local, tribal, and state governmental agencies and guidance to the USACE Debris Teams and response missions Commanders. In the position I also served as USACE's lead debris representative on the internal and interagency working group for Debris Management coordinating division of responsibilities between traditional and Contaminated Debris Management (CDM) operations.
- Led and directed the development, staffing and training of the seven (7) USACE Debris Planning and Response Teams (PRTs). I have fully implemented the Mobile Training Team (MTT) concept, in lieu of resident training of all PRTs which provided team training to more PRT members. This provided more trained and ready personnel to the teams so there would be a much greater opportunity of success during missions. I prepare the PRTs to support traditional debris operations and ensuring successful execution of specialty debris streams such as but not limited to Freon removal from white goods, small engines, electronic waste, ammunition, and asbestos. I also develop and maintain position descriptions for all PRT members, solicit and evaluate nominations for PRT members, and coordinate training curriculum development, scheduling of training and training funds management.
- As part of the National Debris Program's support to the USACE ESF #3 missions I was also in charge of maintaining the Debris SME cadre, by recruiting and developing personnel. I am responsible for leading this team, developing, and maintaining procedures used for the USACE Debris SOP, Field Operating Guides (FOG), Debris PRT Training, Debris Quality Assurance Training, EMCIP and the National Debris Program Management Plan. Through this effort we have incorporated lessons learned and best practices into our guiding documents.
- Led the USACE Advanced Contract Initiative (ACI) and served as COR, which has contract capacities that are more than $5 billion, working with contracting leadership to formulate ACI strategies, scopes of work and procurement processes.
- While Deployed as Debris SME (Type 1) following Disasters, I work in the Joint Field Office (JFO) with FEMA, Federal, State, and local agency leadership. I provide lifecycle mission management of Emergency Support Function #3 support during National Response Framework disaster operations from initial request for assistance to mission closeout. Although only deployed as a Debris SME, I have assisted with other mission sets and performed duties like an ESF#3 Assistant Team Leader/ Team Leader. These duties include: Blue Roof, Power, Housing, Infrastructure Assessment, PL 84-99, USAR etc

**U.S. Army Corps of Engineers, Mobile District, Civil Engineer, Disaster Program Manager, Mobile, AL (10/11/2009 – 07/16/2011; 05/07/2012 – 7/30/2022)**

- More than two decades of specialized experience in natural disaster response and recovery. I am well-versed in Public Law (PL) 84-99, PL 93-288, Army Regulation (AR) 500-60, and routinely coordinate with FEMA, other Federal Agencies, and State Agencies. I recruit, coordinate, and manage the District's National Debris Planning and Response Team (PRT) as well as the Deployable Tactical Operation System (DTOS) PRT and CTOC. I developed, updated, and coordinated operations plans, SOPs, readiness plans, field office guides, Emergency Support Function #3 (ESF #3) Field Guide input, AARs and SOPs; budgetary and reporting responsibilities of all Flood Control & Coastal Emergencies (FC&CE) funds, FEMA Mission Assignments, and natural disaster emergency expenditures; developed exercises, contingency training, and readiness programs; served as the District POC .
- I was responsible for the preparation of CESAM All Hazards disaster related programs, directives, detailed plans, and preparedness measures including the Federal Response Plan for major or catastrophic Disaster and Emergency Support Function Number 3 - Public Works and Engineering (ESF#3). I reviewed and approved the District staff's plan ensuring CESAM operational readiness. More than 35 deployments in various roles and positions, including as the Recovery Field Office Chief of Staff, Recovery Field Office Chief of Emergency Management, Debris Resident Engineer, Mission Manager, Action Officer, and Type 1 Debris Subject Matter Expert (SME) to lead emergency response efforts. I have also deployed as an ESF #3 Assistant Team Leader (ATL) at multiple nodes, including the National Response Coordination Center (NRCC), Regional Response Coordination Center (RRCC), Joint Field Office (JFO), Area Field Office (AFO) and numerous State Emergency Operations Centers (EOCs).
- Performed disaster planning, preparedness, response, recovery role, supporting the National Debris Program Manager with After Action Reviews and supporting the Emergency Management Corrective Improvement Program (EMCIP). The EMCiP program is used to identify future actions to improve debris response nationwide and ensure that issues/lessons learned are incorporated into the EMCIP cycle. I have served with the Independent Assistance and Assessment (IAA) Teams to review Debris operations, helping determine actions that require improvements relative to debris removal/disposal missions for implementation into EMCIP and the Debris SOP.
- Served as the Mobile District rep for the development of the New Madrid Earthquake Operations Plan, and I am a technical and Subject Matter Expert for the USACE Debris Advanced Contract Initiative (ACI) Single Award Task Order Contract (SATOC) and Multiple Award Task Order Contracts (MATOC). I currently serve as the Contracting Officer's Representative (COR) on numerous contract actions and task orders. Also, I have served on the last (2) Source Selection Evaluation Boards (SSEB) for the USACE Advanced Contract Initiative (ACI) and serve as COR, which has contract capacities that are more than $5 billion.

**U.S. Army Corps of Engineers (07/17/2011- 05/06/2012) - Civil Engineer, Supervisory Emergency Program Manager**
**U.S. Army Corps of Engineers (02/04/2007- 10/10/2009) - Supervisory Civil Engineer**
**U.S. Army Corps of Engineers (05/13//2003 - 02/03/2007) - Civil Engineer**

## Education

**University of South Alabama (08/24/1998 - 05/12/2003),** Mobile, Alabama / Degree: Bachelor of Science - Major: Civil Engineering

## Awards and Recognition

- Debris Subject Matter Expert (SME) (2005 – 2024)
- ESF #3 Assistant Team Leader (ATL)
- The Army Engineer Association Bronze Order of the De Fleury Medal
- Civilian Superior Service Medal-5 yrs; Civilian Award for Humanitarian Svc
- Superior Civilian Service Award; Achievement Medal for Civilian Service; Commanders Award for Civilian Service
- South Atlantic Division Emergency Manager and Responder of the Year

# Margaret R. Wright, PhD

***Senior Documentation Director***

## Areas of Expertise

**DISASTER RESPONSE DEBRIS OPERATIONS; DOCUMENTATION SPECIALIST; QUALITY CONTROL/QUALITY ASSURANCE DIRECTOR; TRAINING; EMERGENCY PLANNING/MANAGEMENT; PROGRAM RESEARCH AND EVALUATION, TECHNICAL PROPOSAL WRITING**

## Relevant Qualifications

- Twenty+ years of experience in disaster recovery and disaster training projects. (1996; 2003-Present)
- Serves as mentor and assists in proposal writing and editing in response to RFPs (2020-Present)
- Director of QC/QA documentation/data team for all field operations tasks. (2016-2018)
- Designed and developed debris management training for CrowderGulf customers with pre-event contracts (2004-2012).
- Developed, coordinated and/or conducted training sessions for clients in Florida, Texas, North Carolina, South Carolina, Maryland, Virginia, and Louisiana (2004-2012).
- Designed and developed CrowderGulf Project Managers' Training Manual in 2004 and provided yearly updates (2005-2020).
- Coordinated the set up and staff hiring and training for Debris Management Field Offices in five states (2004-2008).
- Managed documentation flow for CrowderGulf's disaster debris projects (2004-2017).
- Conducted evaluation research after project completion (2004-2021).
- Managed all documentation for and coordination of all Change Orders for two contracts with the Texas General Land Office (GLO), Sand and Beach Contract (2009); Marine Debris Contract (2009-2010).
- Assisted various clients with follow-up documentation for FEMA audits (2006-2017)
- Managed the technical proposal writing team for all pre-event Request for Proposals (2009-2012)

## Disaster Debris Management Experience

***Documentation Director 2003–Present***

**Hurricanes Sally & Zeta (2020)**
- Assisted clients that self-monitored with FEMA required documentation

**Hurricanes Florence & Michael (2018)**
- Director of QC/QA team for field operations documentation for Hurricane Florence ( 20 contracts) and Hurricane Michael (10 contracts)

**Hurricane Irma (2017)**
- Documentation Director for 61 simultaneous activations throughout Florida. Oversaw DAO Office for reconciliation and final closeout on all projects.

**Hurricane Harvey (2017)**
- Documentation Director for 26 simultaneous activations throughout Texas. Oversaw DAO Office for reconciliation and final closeout on all projects. Point of Contact for fielding questions from Monitoring Firms and Clients regarding documentation, tickets, and invoicing.

**Hurricane Matthew, (October 2016-2017)**
- *Provided Technical Assistance and managed overall documentation process for 46 simultaneous activations throughout east coast.*

**Hurricane Hermine, (2016)**
- *Provided Technical Assistance and managed overall documentation process for 2 activations.*

**Severe Storms (Flooding & Tornados) (2015-2016)**
- *Provided Technical Assistance and managed overall documentation process for 14/15 simultaneous activations per year.*

**Ice Storm Pax (February 2014)**
- *Provided Technical Assistance & managed overall documentation process for debris removal operations for Dorchester and Berkeley County, SC.*

**Hurricane Sandy (October 2012)**
- *Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey*

**Fort Lauderdale FEMA Audit (2010-2012)**
- *Technical Assistance with FEMA Audit for 2004-2005*

**Hurricane Irene (August 2011-October 2011)**
- *Managed overall documentation and reconciliation process for 21 contracts in North Carolina, four (4) municipalities in Virginia, four (4) contracts with the North Carolina Department of Transportation for the removal of debris on roadways in thirteen North Carolina Counties.* Hurricane Ike (2008-2009)
- *Served as the Field Office Operations Manager & Coordinator for Debris Contracts in Texas. Set up three onsite offices in Texas and trained personnel.*
- *Managed documentation and data management and assisted customers throughout entire operation to ensure FEMA compliance.*

**Hurricane Rita, Calcasieu Parish, LA (2005)**
- *Field Office Operations Manager for a large debris project in Calcasieu Parish, LA, during the 2005 Hurricane season.*

**Hurricane Charley Debris Projects (2004)**
- *Field Office Operations Manager for a large debris project in Polk County, FL, during the 2004 Hurricane season.*

**Hurricane Isabel Debris Projects (2003)**
- *Worked with clients to reconcile ticket data and invoice, during 2003 Hurricane Season.*

**Hurricane Fran Project (1996)**
- *Data entry, reconciling and invoicing with town of Wilson, NC.*

## Additional Experience and Skills

- *Intelligent Designs Systems Incorporated, - Program Evaluator, August 2000–November 2003*
- *University of South Alabama, Mobile, AL - Instructor, Special Education Department 1994-2000*
- *Mobile County Public School System - Consulting Teacher 1989-1994, Teacher of students with disabilities 1970-1989*

## Education

- National Incident Management System (NIMS) Certified, ICS-100, 200, 700, 800
- Ph.D., Instructional Design and Development, University of South Alabama, 1998
- AA Certification, Learning Disabilities, University of South Alabama, 1980
- Masters, Mental Retardation, University of South Alabama, 1977
- Bachelor of Science, Elementary Education, Auburn University, 1967

# John M. Campbell

*Senior Director*

## Experience

### CrowderGulf, *Emergency Management and Training Specialist* — May 2006–Present

- Hurricane Idalia, Tornado's & Storms (2023)
- Hurricanes Ian & Nicole, Tornado's & Storms (2022)
- Hurricanes Ida & Nicholas, Tornado's & Floods (2021)
- Hurricanes Laura, Sally, Delta & Zeta (2020)
- Hurricane Dorian, Tropical Storm Imelda & Tornado's (2019)
- Hurricane Florence (2018)
  Regional Manager for all Counties and Cities of Florence Activations throughout North Carolina & South Carolina
- Hurricane Irma (2017)
  Regional Manager for 61 simultaneous activations throughout Florida
- Hurricane Harvey (2017)
  Senior Project Manager for 26 simultaneous activations throughout Texas
- Hurricane Matthew (October 2016-2017)
  Senior Project Manager for 46 simultaneous activations throughout east coast
- Hurricane Hermine (2016)
  Senior Project Manager for the City of Tallahassee and Leon County, FL
- Severe Storms (Flooding & Tornados) (2015-2016)
  Senior Project Manager for for 14/15 simultaneous activations per year
- Ice Storm Pax (February 2014 – May 2014)
  Served as Senior Project Manager for Dorechester County and Berkeley County, South Carolina
  Disaster Debris Removal - Vegetative Debris, Leaners and Hangers, Grinding Operations and Disposal
- Hurricane Sandy (October 2012-December 2013)
  Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey
- Hurricane Isaac (August 2012)
  Served as the Project Manager for all four activations due to Hurricane Isaac in Mississippi
- Hurricane Irene (August 2011 – October 2011)
  Served as the Senior Project Manager for all 21 activations due to Hurricane Irene in North Carolina
- Hurricane Ike (September 2008–November 2009)
  *This contract called for the management, surveying, collection, reduction, and disposal of debris in the aftermath of Hurricane Ike in 2008*
  - Senior Project Manager for Hurricane Ike in Texas for Galveston County debris recovery work including all of Bolivar Peninsula
  - Project Manager for Wildlife and Fisheries contract for waterway cleanup in Texas cities
  - Project Manager for Texas General Land Office (GLO) Contract for Beach Restoration on Bolivar and other Galveston County Beaches
  - Managed Debris operations during the recovery from the storm
  - Performed duties as senior quality control and safety coordinator for debris operations
  - Served as a trainer for company field supervisor, counties personnel and subcontractors

### *Internal Training for CrowderGulf*

- Debris Management Operations Trainer for CrowderGulf clients in Florida, NC, SC and Virginia
- Served as a consultant on Debris Management Plan development for CrowderGulf clients in Florida, South Carolina and Maryland in 2006 through 2009

### Lee County, Florida Emergency Management, Fort Myers, FL

*Chief of Operations* — *2001–2006*
*Chief of Planning* — *2000–2001*

- Responsible for daily operations of the Emergency Operations Center and multi-agency emergency coordination in response to storms, fires, hazardous materials releases and police emergencies.
- Some major activities during period include the response to Tropical Storm Gabrielle 2001, Natural Gas pipeline rupture 2003, Hurricane Charley 2004 (Landfall in Lee County), Hurricane Ivan 2004, Hurricane Katrina 2005, Hurricane Wilma 2005
- Responsible for the County Emergency Management Plan (CEMP), the public outreach program for Emergency Management and preparation of the daily Incident Action Plan during emergency activations of the Emergency Operations Center.
- Major activities during this period included County Brush Fires in 2000, the Spring Floods of 2001, and the County Response to Terrorist Threat from 9-11 attack

### United State Army (Colonel, Retired) — *1968 – 1998*

- Served in multiple command and staff positions through the grade of Colonel

# Raymond "Buddy" Young

*Senior Director*

## Professional Overview

Buddy Young is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He served as Regional Director of FEMA Region VI from 1993 – 2001. While in that position, under FEMA Director James Lee Witt, he was Chief Administrator for 133 federally declared disasters and emergencies. He is nationally known and well-respected in the Emergency Management community. As the Director of Debris Operations for CrowderGulf, he has provided management and technical assistance to local and county governments after all major hurricane disasters in the Southeast since 2003. He has served as Senior Project Manager in the field after all major hurricanes since joining CrowderGulf. He has managed all types of debris removal, reduction and disposal operations and special projects such as demolition and marine debris removal. His expertise in emergency management, and especially disaster debris removal, is utilized to provide preparedness training and advise CrowderGulf pre-event clients throughout the year. He has also worked with the Texas A & M Engineering Extension Program as an adjunct instructor to conduct full-scale exercises with local and state agencies in response to incidents of terrorism and natural disasters. He is a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA) and he is NIMS certified.

## Experience

CrowderGulf, LLC — 2003-Present

- Hurricane Idalia, Tornado's & Storms (2023)
- Hurricanes Ian & Nicole, Tornado's & Storms (2022)
- Hurricanes Ida & Nicholas, Tornado's & Floods (2021)
- Hurricanes Laura, Sally, Delta & Zeta (2020)
- Hurricane Dorian, TS Imelda & Tornado's (2019)
- Hurricanes Florence & Michael (2018)
- Hurricane Harvey (2017-2018)
- Hurricane Matthew (2016)
- Severe Winter Ice Storms, Flooding & Tornados (2015-2016)
- Hurricane Sandy (October 2012-Present)
- Hurricane Irene (August 2011-October 2011)
- Hurricane Ike (September 2008–2010)
- Hurricane Rita (2005-2006)
- Hurricanes Charley, Frances, Jeanne, and Ivan (2004-2005)

Texas A&M Engineering Extension Program, College Station, Texas Adjunct Instructor — 2001-2004
FEMA, Region VI Regional Director — 1993–2001
Arkansas State Police, Little Rock, Arkansas Director of Security for State — 1983-1993

## Training

From 2004-2012, provided yearly training for city and county municipalities that have CrowderGulf pre-event debris management contracts in place. Yearly debris management training sessions include municipalities in Florida, North Carolina, South Carolina, Virginia, and Texas. A detailed list of sessions can be provided upon request.

Certifications and Training

- National Incident Management System, IS-100, 200, 700, 800
- Principles of Emergency Management, IS-230
- Leadership and Influence, IS-240
- Decision Making and Problem Solving, IS-241
- Effective Communications, IS-242
- Introduction to the Public Assistance Process, IS-630
- Introduction to Debris Operation and FEMA Public Assistance Program, IS-632
- EOC Management and Operations, G-275
- Disaster Response and Recovery Operation, G-385
- Rapid Response Team Orientation, G-635

## Education

Graduate of Keeler Polygraph Institute, Chicago, IL, 1976 / Graduate of National FBI Academy, Quantico, VA, 1972
Graduate of Arkansas State Police Academy, Camden, AR, 1968
Approximately 100 hours of Coursework in Criminal Justice at the following:

- Certificate of Public Administration, University of Arkansas, Little Rock, AR, 1976 / Arkansas State University, Jonesboro, AR, 1973
- University of Virginia, Richmond, VA, 1972 / Arkansas Tech, Russellville, AR, 1962-1963
- University of Arkansas, Fayetteville, AR, 1968

# Gary Evans Jones

*FEMA Specialist and Technical Assistance Manager*

## Experience

**CrowderGulf**
**Technical Assistance Manager and FEMA Specialist** **2012-Present**
Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEM A). He provides direct oversight and implementation of response and recovery operations for presidentially declared disasters across the regions. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters.

**Federal Emergency Management Agency – Region 6**
**Deputy Regional Director** **1994-December 31, 2011**
Served as Deputy Regional Director for 17 years of the 28 years with FEMA Region 6. During those 17 years as Deputy, also served as Acting Regional Director for 4 of those 17 years. Responsible for administration of emergency management programs in the FEMA Region 6 states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. Also, responsible for oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

**Federal Emergency Management Agency – Region 6**
**Technological Hazards Branch Chief** **1983-1994**
Joined FEMA Region 6 in 1983 and served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and the Chemical Stockpile Emergency Preparedness programs.

**US Public Health Service**
**Physician Recruitment Coordinator** **1977-1983**
Responsible for recruiting doctors, dentists and nurse practitioners for rural communities in Arkansas that were federally designated as medically underserved.

**Director, Arkansas Emergency Medical Services Program**
**Arkansas Department of Health** **1974-1977**
Responsible for administration and implementation of state-wide regulations for Ambulance Services and training certification of EMTs and Paramedics.

## Other Leadership Roles

Served as designated **Federal Coordinating Officer** for **Hurricane Katrina, Rita and Georges**. Provided executive leadership to over 300 federally declared disasters including **Hurricane Andrew, Oklahoma City bombing, Columbia Space Shuttle and Tropical Storm Allison.**

## Education

Master's Degree in Public Health Administration — Tulane University
Bachelor's Degree in Education — University of Arkansas
NIMS Certified

# Donald J. Madio, Jr.

*Regional Manager Director (FL)*

## Areas of Expertise

Disaster Recovery Specialist with a demonstrated ability to participate in maintaining client satisfaction with high levels of confidence and multifaceted guidance. Seasoned in Mid-to-large scale operational project management along with a strong background in planning, training, reporting, and FEMA Public Assistance Program technical assistance.

## Qualifications

- 25+ years' experience in disaster recovery, project management, debris management, and the Public Assistance Program
- Working knowledge of all disaster recovery areas with a comprehensive understanding of key functional processes, resources and government guidelines, with an emphasis on resolution of program issues for all categories of work outlined in the FEMA Public Assistance Program
- Seasoned in disaster recovery contracting throughout the country using acquired knowledge of various federal agency disaster recovery programs along with the programmatic rules and regulations governing their implementation (FEMA, HUD, USACE, EPA and OFA's)
- Thorough understanding of current disaster recovery planning techniques and technologies as well as the methods used in performing risk and impact analysis - Facilitate training seminars for various levels of federal, state, and local governments
- Administer recovery planning and technical services associated with all categories of the FEMA Public Assistance Program, 44 CFR, and the Robert T. Stafford Act - Identify points of vulnerability and recommend appropriate recovery strategies
- Demonstrated ability to plan, organize and direct the testing of emergency response, recovery support and area business resumption procedures - Liaison between community, contractors, monitoring firms, federal, state and local officials

## Disaster Debris Management Experience and Responsibilities

- Provide positive results in project execution as well as delivering work profitably for federal, state, and local agencies
- Identify points of vulnerability and recommend debris management and reduction strategies
- Coordinate the efforts of teams and team members in the development of recovery procedures
- Analyze environmental and equipment configurations for critical resources and recommend cost efficient backup capabilities
- Assure documentation required for recovery are identified and properly maintained
- Parallel the efforts of teams and team members in different functional areas in the development of procedures in a disaster situation
- Maintain FEMA and other governmental standards and procedures for disaster recovery documentation
- ***Southeastern Regional Manager with CrowderGulf***
- *2023 – Hurricane Idalia & Misc. Winter Storms & Tornado's – Supervised 15 Contracts in AR, FL, GA, NC, TX & VA – Almost 2,Mill. CYs.*
- *2022 – Hurricane's Ian and Nicole – Supervised 34 contract activations throughout Florida – Over 13 Mill. CYs of debris removal/disposal*
- *2020 – Hurricane's Sally and Zeta (Okaloosa County, FL / Harrison County, MS)*
- *2019 - Hurricane Dorian, Tropical Storm Imelda, St. Pete Red Tide, and Midwestern Tornados*
- *2018 - Hurricane Michael – Supervised 11 contract activations throughout the FL Panhandle – Over 12 Mill. CYs of debris removal/disposal*
- ***Project Manager/Senior Project Manager with CrowderGulf***
  *2018 - Red Tide Projects - Collier County, Fort Myers Beach, Sanibel, Lee County and Sarasota County*
  *2017- 2018 - Hurricane Irma: Supervised 64 contract activations throughout Florida*
  *2016 - 2017 - Hurricane Matthew: Flagler County and the Cities of Bunnell, Flagler Beach, and Palm Coast, FL*
- ***Other Debris Management Experience***
  *2008 - 2010 - Commonwealth of Kentucky (KYTC) Ice Storms: Ballard, Christian, Grayson, Hart and Logan, Counties, KY*
  *2007 - 2008 - Buffalo, NY Ice Storm: Erie County, NY*
  *2005 - 2006 - Hurricane Katrina and Wilma: USACE (LA and MS) and FL*
  *2004 - Hurricane Charley, Frances, Ivan and Jean: FL*
  *2003 - Hurricane Isabel / Ice Storm: NC and SC*
  *2002 - Hurricane Lily: LA*
  *2001 - Tropical Storm Gabriele: FL*
  *2000 - Tropical Storm Helene and Leslie: FL*
  *1999 - 2000 - Hurricane Floyd: NC*
  *1999 - Oklahoma F5 Tornado: OK*

## Education & Additional Experience / Skills

- **University of Florida** - Gainesville, Florida - *Bachelor of Science Degree in Public Relations-1996*
- OSHA/MOT
- NIMS (National Incident Management System) 100 / 200
- Debris Management (G202)
- IS – 00100, 00200, 00700, and 00800
- Post Hurricane Reconstruction

## Areas of Expertise

***Disaster Recovery Debris Operations**; with operational expertise through all phases of disaster response across a broad spectrum of severe-weather events, specializing in developing dynamic response protocols for catastrophic events requiring concurrent specialized scopes, and conducting multiple simultaneous large-scale debris removal operations while setting new industry standards for efficiency and maximizing overall client satisfaction. Contract Management; Client Relations and Strategic Planning; Advisory and Support; Senior Project Manager with 10+ years of experience in facilitating, organizing, and completing projects of varying scale and scope of work, utilizing a dynamic management style to provide exceptional operational oversight across multiple simultaneous contract activations, while coordinating administrative needs and mitigating challenges through clear communication and solutions-driven innovation. Possesses a B.A. from Florida Atlantic University with expertise in the logistical planning of operational profiles, with an emphasis on large-scale events, practical application of innovative solutions in austere environments, and technological application of project management across multiple disciplines.*

## Disaster Debris Management Experience

**CrowderGulf – Mobile, Alabama**
**Regional Manager, September 2017 – Present**

**Hurricane Ian** – *Category 5 (2022 - Current),* **Regional Manager***, Lee County, Florida*

- Managed assets, resources, and personnel to develop the necessary logistics for equipment and debris trucks to safely, efficiently, and effectively clear effected areas of the unprecedented hazards generated by Hurricane Ian, resulting in over ***6.3 million cubic yards*** of debris removed from the rights of way (ROW) throughout unincorporated Lee County.
- Mitigated the challenges of a large-scale disaster while employing innovative support and leadership to provide direct oversight to recovery operations for the Lee County Board of County Commissioners and Lee County Solid Waste Department, while providing additional operational oversight for the broader CrowderGulf effort at ground zero.
- Staged in the *Lee County Emergency Operations Center (EOC)* prior to Ian's landfall, establishing streamlined communication with local, state, and federal officials across various departments and agencies to identify immediate needs; assisting numerous governmental and private sector entities charged with disaster response in the immediate aftermath post-event.
- Utilized a hands-on management style and a comprehensive, proactive project approach to develop and implement an industry-evolving response to a historic event with catastrophic levels of devastation, and successfully led an unprecedented team of management staff, subcontractors, and response personnel through all scopes and phases of the recovery effort.
- Maintained a direct advisory and support function, clearly communicating administrative needs and operational updates to State, County and Municipal leaders, fostering transparent, objective, decision-making and further integration of the administrative and operational components of disaster response.
- Managed multiple debris removal scopes concurrently on an unprecedented scale, providing direct oversight to operations at ground zero in Lee County while filling an advisory role in ongoing Ian operations statewide.
- Key member of the CrowderGulf senior management team responsible for an over ***10 million cubic yard*** ground zero response in Southwest Florida, and an overall ***18+ million cubic yard*** statewide debris removal effort.

**Hurricane Laura –** *Category 4 (2020 - 2021),* **Senior Project Manager**, *Calcasieu Parish, Louisiana*

- Acted as Senior Project Manager, directing a management team that provided the oversight for the successful removal of nearly ***7 million cubic yards*** of debris from rights of way (ROW) throughout unincorporated Calcasieu Parish.
- Integrated additional responsibilities seamlessly, using hands-on management and streamlined project approach to provide oversight across multiple large-scale scopes of work.
- Coordinated with all levels of state and local government to mitigate operational and administrative challenges, furthering enhancing logistics, efficiency, and the overall quality of service.
- Provided additional oversight for operations throughout the Parish, including multiple municipal contracts, and was a key contributor to the senior management team responsible for removing over ***12 million cubic yards*** throughout the incorporated and unincorporated areas of Calcasieu Parish.

**Hurricane Michael –** *Category 5 (2018 - 2019),* **Project Manager**, *Jackson County, Florida*

- Mitigated and overcame numerous challenges associated with the unique environment of the Florida panhandle and the sheer scale of the event across all phases of the project timeline.
- Provided direct oversight to hundreds of assets and personnel; providing the logistics that resulted in nearly ***3 million cubic yards*** of debris being removed and disposed of in Jackson County alone.
- Coordinated directly with State and County officials to mitigate administrative challenges, providing streamlined logistics for more efficient debris removal operations.
- Coordinated with Jackson County and the *Florida Department of Transportation (FDOT)* to broaden project scope and provide additional services vital to maintaining public safety.

**Hurricane Irma** – *Category 4 (2017),* **Project Manager**, *Southeast Florida*

- Successfully managed debris removal operations for the Town of Jupiter, The Village of Palm Springs, the City of Stuart, and the City of Vero Beach.
- Communicated with city and town officials in various departments on their immediate needs; ensuring that the work was done thoroughly and to their satisfaction.
- Provided direct oversight to multiple South Florida area activations, while filling and advisory and planning role for operations along the entire East Coast of Florida, effectively augmenting CrowderGulf's ***10+ million cubic yard*** statewide recovery effort.

**Additional Notable Activations:**

- **Red Tide Debris Removal – Fish Kill** (2021), **Senior Project Manager***, St. Petersburg, Florida*
- **Lee County Tornado – EF2** (2022), **Senior Project Manager***, Fort Myers, Florida*
- **FDOT Debris Removal Program, Hurricane Idalia** (2023), **Regional Manager***, Levy County, Florida*

## Education

**Florida Atlantic University, Boca Raton, FL**
Bachelor of Arts, College of Inquiry and Social Design, December 2011; Honors: Cum Laude (GPA: 3.5/4.0)

## Additional Skills/Certifications

- OSHA 30 Hour Construction Safety and Health
- FEMA IS Certifications: IS-100.C, IS-200.C, IS-230.E, IS-=240.C, IS241.C, IS-700.B, IS-800.D

# William (Bill) J. Doran III

*Regional Director (LA)*

## Executive Summary

Results oriented senior level leader/manager/consultant with extensive experience at the highest level of Government Emergency Management Programs, Federal Emergency Management Agency, Homeland Security, State Government in addition to military and political strategy experience and the Private Sector. Bill's experience in government at multiple levels paired with his military leadership experience and political savvy presents a unique skill set to think critically on strategic development and successful execution. This perspective has led to multiple successful leadership roles at the strategic level for Federal and State Government during all hazard disasters, domestic military support to civil authorities and in recovery with over 30 years of executive success and progressive responsibility, leading organizations.

## Professional Experience

**CrowderGulf, LLC, Mobile, AL**

***Regional Director for the State of Louisiana*** April 2023- Present

- **2023 Hurricane Idalia, Misc. Ice Storms & Tornado's**
  4 Activated Contracts in FL & GA; 11 Activated Contracts in AR, FL, NC, TX & VA

**Ernst and Young, Daphne, AL** APR 2022-2023

***Senior Manager, Executive Level Consultant and Subject Matter Expert and Professional Management and Consulting Services***

- Subject Matter Expert (SME) in Emergency Management for Military, State and Federal Levels of Emergency Management, Certified Emergency Manager (CEM). Intergovernmental Affairs involved in Disaster Preparedness, Response, Recovery and Mitigation, to include Federal Programs for FEMA, HUD, USDA, USACOE, Dept. of Homeland Security and U.S. Armed Forces. Coordinate with federal agencies and State Government efforts in support of federally declared disasters.
- Senior Policy and Programs Advisor regarding FEMA Disaster Preparedness, Response, Recovery and Mitigation programs. Provided the executive level advice regarding coordination of federal, state, tribal, and local assets and resources required to support the state governors and emergency managers for preparedness, prevention, response, recovery and mitigation for all-hazards. In addition serves as an expert witness on FEMA Policy and Programs. Provide expert input on proposals with outstanding writing skills.
- Serve as the principal advisor in coordinating the timely delivery of all federal disaster assistance; to support state and local governments and affected communities.

**Plexos Group, Baton Rouge, LA** APR 2018- APR 2022

**Senior Vice President Response & Recovery,**

- Subject Matter Expert (SME) regarding Federal Programs, State and Federal Government Intergovernmental Affairs involved in Disaster Preparedness, Response, Recovery and Mitigation, to include Federal Grant Programs for FEMA, HUD, USDA, USACOE, Dept. of Homeland Security and U.S. Armed Forces.
- Coordinate with Government and non-profit efforts in support of federally declared disasters.
- Senior Policy and Programs Advisor regarding FEMA Disaster Preparedness, Response, Recovery and Mitigation programs. Provided the executive level advice regarding coordination of federal, state, tribal, and local assets and resources required to support the state governors and emergency managers for preparedness, prevention, response, recovery and mitigation for all-hazards.
- Serve as the principal staff advisor to clients in coordinating the timely delivery of all federal disaster assistance; to support state and local governments and affected communities.

**Federal Emergency Management Agency/, Denton, TX** JUN 2010- MAR 2018

**Federal Coordinating Officer, FEMA Region VI**

- Presidentially appointed to twenty-five (25) federally declared disasters as a Federal Coordinating Officer (FCO) and accountable to the President of the United States and the FEMA Administrator.
- Coordinated federal efforts in support of declared disasters in nine different states.
- Provided the executive coordination of federal, state, tribal, and local assets and resources required to support the state governors and emergency managers for preparedness, prevention, response, recovery and mitigation for all-hazards.
- Served as the principal staff advisor to the FEMA Administrator in leading and coordinating the timely delivery of all federal disaster assistance; to support state and local governments and affected communities.
- Achieved the timely delivery of full disaster assistance, with a balance between sound management practices and pressure to satisfy stakeholders' interests.
- Appointed by the FEMA Administrator to serve as the Interim Louisiana Recovery Office Director from Nov 2012-May 2013 for Hurricanes Katrina and Rita.
- Appointed by the FEMA Region VI Regional Administrator to serve on a detail as the Response Division Director for Region VI, from Nov 2014-May 2015.

## Education

- Emergency Management Institute Executive Academy, Emmetsburg MD, (Harvard Kennedy School of Government, Naval Post Graduate School, University of Hawaii, Texas A&M)
- University of Maryland, Adelphi, MD Masters of Science in Management, 2010
- Certified Emergency Manager (CEM) International Association of Emergency Managers
- USAF Air War College, 2008
- Louisiana State University, Baton Rouge, LA, B.A. Journalism 1982

## Accomplishments

- DR 4277 LA, delivered over $2.4 billion in aid after the Baton Rouge, Louisiana area floods of August 2016. This disaster ranks in the top ten in FEMA history for monetary damages. DR 4277 LA to include over $750 million in public assistance to re-establish communities. In addition executed one of the largest housing programs (over 4000 manufactured housing units) to date in FEMA history. Over $750 million in Individual Assistance. Instrumental in saving the Federal Government nearly $30 million by ceasing operation of faulty tank and pump systems for fire suppression after quality control issues in manufactured housing units became evident.
- Provided over $1 billion in aid to the State of Texas after the 2016 floods. DR 4266, 4269, 4272 TX, over 120 counties declared over a large geographical area. The area in comparison would stretch from New England to Indiana to Virginia. Adeptly able to manage unique political challenges between the City of Houston, Harris County, congressional delegations and the Governor's office, all with competing priorities for Recovery

# Leigh Anne Ryals

*Regional Director (AL, MS, TX)*

## Qualifications & Experience

- Regional Director (AL, MS & TX) 2023 - Present
- Project Manager CrowderGulf Debris Operations since 2011 - 2023
- Emergency Management Director & Incident Commander for 12 Presidential Disaster Declarations and one (1 ) incident of National significance
- Disaster Public Information Officer and Project Coordinator
- Certified Local Emergency Manager (CLEM - State of Alabama)
- Advanced Level Certification in Emergency Management (ALEM)
- NIMS 300 and 400 Level Instructor

## Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

***Regional Director*** ***March 2023 - Present***

- Regional Director for Alabama, Mississippi and Texas. Daily support for outside Project Managers and the main office.
- **2023 Texas Ice Storms & Tornado's** – 4 Activations in TX (Austin, Deer Park, Montgomery & Travis Counties)

***Project Manager and Emergency Management Specialist*** ***August 2011- 2022***

- Project Manager and company representative for pre-event clients. Provide daily support for the Disaster Assistance Office in the form of accounts management. Performed technical writing and review of proposals for pre-event contracts. Assisted the company by attending pre-bid meetings participation in marketing presentations to perspective clients. Provided assistance to client on FEMA Public Assistance Program policy. Provided support to Regional Project Manager and served as government liaison to clients.
- **2022 Hurricane's Ian –** Worked in FL doing Debris Clearing & Removal for 38 School & Support Facilities
- **2021 Hurricanes Nicholas & Ida –** TX, MS and LA
- **2020 Hurricane Sally –** City of Daphne, AL
- **2019 Tornado & Special Project –** 2 Activations in TX
- **2019 Hurricane Dorian -** 2 Activations SC
- **2018 Hurricane Michael –** QC & Data Manager over 12,000,000cy of Debris Removal & Disposal in Panama City Beach, FL
- **2017 Hurricane Harvey –** Project Manager and government liaison to Texas clients in League City
- **2016 Hurricane Matthew –** Project Manager and government liaison to Georgia clients in Liberty County
- **2014 Ice Storm Pax**
  Emergency Management Specialist and Government Liaison to Berkeley County, SC. Provided information and assistance on debris related issues and assisted with compiling documentation for eligible reimbursement activities.
- **2011 Hurricane Irene**
  Emergency Management Specialist and Government Liaison to 6 Counties in NC. Provided information and assistance resolving debris related issues as it relates to FEMA 325 guidelines, Disaster Specific Policies and the Robert T. Stafford Disaster Relief Act. Assisted clients in compiling documentation for eligible reimbursement activities, provided debris management training and updates on policy changes. Worked with clients to Conduct After-Action Follow up meetings with staff regarding disaster specific policies and protocols.

## Education

- Bachelor of Arts and Science Degree - Radford University, Radford, Virginia *1991*

## Training & Certifications

Provides yearly training for City and County Government employees that have CrowderGulf pre-event debris management contracts in place. Has conducted training and breakout sessions at the National Hurricane and the FL Governors Conferences. Member of the Hurricane Liaison Team.

### Certifications and Training

- USACE Construction Quality Management
- National Incident Management System, IS-100, 200, 700, 800
- National Incident Management System 300 &400 - Instructor
- Certified/Licensed Emergency Manager (CLEM)
- Advanced Level Certification/Emergency Management (ALEM)
- CPR & Blood Pathogens

# L. Barrett Holmes

*Regional Director (East Coast)*

## Professional Overview

Over 30 years of successful leadership and management experience with progressively increasing responsibility. A problem solver and innovative thinker who builds and leads winning teams to highly successful outcomes. A versatile leader with superb ability to bring ideas from conception to completion. Produces positive results regardless of the level of pressure. Flexible and adapts to change exceptionally well. Experienced in coaching, motivating, and mentoring others for success. Other key strengths in:

- Leadership and team building experience nationally and internationally.
- High standards of ethics and integrity with a flexible and adaptable approach.
- Highest regard for safe operations and risk management.
- Uniquely trained in planning, assembling, and managing experienced project teams at multi-site operations.
- Outstanding verbal, writing, and presentation skills.

## Disaster Debris Management Experience and Responsibilities

**CrowderGulf, LLC** **2014-Present**

Eastern Regional Director responsible for Disaster Debris Removal - C&D and Vegetative Debris, Leaners and Hangers, Stumps, Grinding Operations and Disposal, White Goods, E-Waste and HHW

- **Hurricane Idalia, Tornado's & Storms** 2023
- **Hurricane's Ian & Nicole, Tornado's & Storms** 2022
- **Hurricane's Ida & Nicholas, KY Tornado's & Floods** 2021
- **Hurricanes Laura, Sally, Delta & Zeta** 2020
- **Hurricane Dorian, Tropical Storm Imelda & Tornado's** 2019
- **Hurricane Florence** 2018
  Regional Manager of Florence Activations for counties and cities in North and South Carolina, over 20 million CY removed
- **Hurricane Irma** September 2017
  Regional Project Manager for multiple Counties and Cities in Florida and Georgia; Nassau Co, Clay Co, Sumter Co, Brevard Co, Glades Co, Okeechobee Co, Lake Co, City of Coleman, and City of Cocoa Beach / Chatham Co, and Tybee Island, GA.
- **Hurricane Matthew** October 2016
  Senior Project Manager for Hilton Head Island, SC. Handled coordination of debris removal and recovery efforts for 22 individual contracts and removed and disposed of approximately 3,012,487 Cubic Yards of Debris. Daily meetings with clients and municipalities to update each contract with status.
- **Severe Storms and Flooding** March 2016
  Project Manager for Essex County, VA under the VPPSA Contract
- **Severe Storms and Flooding** October 2015
  Project Manager for the South Carolina Department of Transportation in Lexington and Richland Counties
- **Ice Storm Pax** February 2014
  Southeast Regional Manager for Dorchester County and Berkeley County, SC

## Additional Experience and Skills

- ***Senior Manager***, (Defense Coordinating Officer) 2010-2014
  Federal Emergency Management Agency, Region IV, Atlanta, GA
- ***Chief Operating Officer***, (Commander/District Engineer) 2008-2010
  Japan Engineer District, Pacific Ocean Division, Tokyo, Japan
- ***Strategic Planning Engineer***, (Division Engineer) 2006-2007
  1st Cavalry Division, III Corps, Fort Hood, TX
- ***Chief Operating Officer,*** (Commander) 2002-2006
  20th Engineer Battalion, 1st Cavalry Division, III Corps, Fort Hood, TX
- ***Chief Facilities Director.*** (Chief of Facilities and Logistics)
  United States Army European Command, Joint Analysis Center, Molesworth, UK 1999-2002

## Education & Professional Affiliations

- Master of Science, Construction Management, University of Florida, Gainesville, FL
- Master of Science, Strategic Studies, United States Army Senior Staff College, Carlisle, PA
- Bachelor of Science, Agricultural Economics, Clemson University, Clemson, SC
- Society of American Military Engineers
- Army Engineer Association
- International Association of Emergency Managers
- NIMS Certification for 100, 200, 700 and 800

# Drew Sprinkle

*Regional Manager*

## Relevant Qualifications

Effective group leader and communicator. Schedule and quality control oriented. Possess the necessary skillset to effectively run a project from start to finish, while ensuring the best possible end result for the Client.

## Experience

**CrowderGulf** *2017-Present*

Manager of multiple projects, directly responsible for subcontractor's performance, ensuring all items are completed to the Client's satisfaction. Communicate with the client, client representatives and subcontractors in order to insure the project is on schedule and all deliverables are being met. Managed operations consisting of hundreds personnel and pieces of equipment of various size and type. Work with clients to figure out the best possible solution to any issue. Work with subcontractors to ensure all reports and paperwork are submitted correctly to allow for timely payment. Organize and conduct safety meetings to constantly maintain a safe working environment. Effectively and efficiently manages heavy marine construction related projects when not involved in disaster related work. Qualified individual for company general contractor's license in Alabama, North Carolina, and California.

**2023 - Hurricane Idalia,** 4 Activations in FL & GA
**2023 - The Nature Conservancy Lightning Point Shoreline Restoration Phase II,** Bayou La Batre, AL
- Rock placement, access channel dredging. Contract value $1.4 million

**2022 - Hurricane Ian**, 35 Activations in FL
- City of Venice, FL

**2022 - Hurricane Nicole,** 3 Activations in FL
**2021 - Hurricane Ida,** City of Gulfport, MS
**2021 - ALDOT Bridge Fender System Repair,** Dauphin Island, AL
**2021 - The Nature's Conservancy Lightning Point Shoreline Restoration**, Bayou la Batre, AL
**2020 - Hurricane Delta & Zeta,** MS & TX
**2020 - The Nature Conservancy Pensacola East Bay Oyster Habitat Restoration,** Pensacola, FL
**2020 - Hurricane Sally,** City of Gulf Shores, AL
**2020 - Hurricanes Laura,** City of Lake Charles, LA
**2020 - Point Aux Pins Shoreline Protection, -** Bayou LaBatre, AL
**2019 - Hurricane Dorian,** SC
**2019 - Tropical Storm Imelda & Tornados/Flooding,** FL, TN & TX
**2018 & 2019 - Hurricane Michael**
- City of Parker, FL; over 400,000 Cubic Yards of Debris, Project Cost $7,865,964
- City of Lynn Haven, FL; over 1,000,000 Cubic Yards of Debris, Project Cost $13,7087,682

**2018** - **Hurricane Florence, SC DOT**; 4,500 Cubic Yards of Flood Debris, Project Cost $117,995
**2018 - Red Tide/Fish Kill Cleanup**
- Lee County, FL; over 3,000 tons of dead marine life, Project cost $374,201
- Ft Myers Beach, FL over 2,000 tons of dead marine life, Project Cost $262,767

**2017 - Hurricane Irma, Supervisor -** FLDEP Waterway Projects
**2017 - Hurricane Harvey, Supervisor -** Corpus Christi, TX- managed haul-out operations and final disposal

**Max Trans Logistics** **2015-2017**

Managed logistics operations for multiple high volume customer accounts. Oversaw over $1,000,000 in freight spend per year for customers in the construction, steel, textile, and automotive industries. Was responsible for bidding on logistics contracts. Generated new business through customer development and outside sales. Added multiple new customer accounts.

## Licenses and Certifications

- Alabama Heavy Construction GC License
- North Carolina Highway and Heavy Construction License
- California Class A General Engineering Contractor License
- OSHA 30
- USACE CQM certified
- NIMS 100,200,700,800

## Education

- **Auburn University** - Auburn, Alabama — *Bachelor of Science Degree in Business Administration (BSBA)*
  *Major: Supply Chain Management/Logistics; Minor: Marketing*

# L. Barton Holmes

*Regional Manager (East Coast)*

## Professional Overview

Possessing over 15 years of progressive leadership and management expertise, I have a track record of assuming roles of increasing responsibility. I am a resourceful and inventive thinker adept at assembling and guiding high-performing teams towards exceptional achievements. My leadership style is adaptable, thriving in turning concepts into realized goals and maintaining exemplary performance under pressure. I excel at adjusting to new situations with ease. My background includes proficiency in fostering growth and excellence in others through effective coaching, motivation, and mentorship. Additional strengths include:

- Proven leadership and team-building skills at both national and international levels.
- A commitment to the highest ethical standards and integrity, coupled with a versatile and adaptable methodology.
- A strong focus on safety and risk management practices.
- Specialized expertise in strategic planning, the formation, and oversight of skilled project teams across various sites.
- Excellent communication abilities, encompassing persuasive verbal, written, and presentation skills.

## Disaster Debris Management Experience and Responsibilities

**CrowderGulf, LLC** **2015-Present**

Eastern Regional Manager responsible for Business Development, Training, and Disaster Debris Removal Operations - C&D and Vegetative Debris, Leaners and Hangers, Stumps, Grinding Operations and Disposal, White Goods, E-Waste and HHW

- **Hurricane Idalia, Tornado's & Storms** 2023
  Regional Manager coordinating efforts of Project Managers to respond to VA Beach Tornado, Eastern NC Tornado, and multiple activations in South Georgia for Hurricane Idalia
- **Hurricane Ian** 2022
  Senior Project Manager of Fort Myers Beach, FL; unprecedented and multifaceted debris operation
- **Bowing Green, KY Tornado** 2021
  Project Manager
- **Hurricane Florence** 2018
  Project Manager of Florence Activations for counties and cities in North and South Carolina, over 20 million CY removed
- **Hurricane Harvey** September 2017
  Project Manager for multiple towns, cities, and counties along the Texas Coast
- **Hurricane Matthew** October 2016
  Project Manager who pioneered drone documentation for Hilton Head Island
- **Columbia, SC Flood** October 2015
  Field Supervisor for the South Carolina Department of Transportation in Lexington and Richland Counties

## Additional Experience and Skills

- **US Army National Guard** 2017-2023
  20th Special Forces Group - 18B
- **Laurens County Sheriff's Office,** (Supervisor/Commander) 2011-2016
  Uniform Patrol, SWAT, Detective-Violent Crimes
- **YMCA of the Lakelands,** (Executive Assistant & Grant Coordinator) 2009-2010
- **Congressman J. Gresham Barrett,** (Legislative Assistant) 2008-2009

## Education & Professional Affiliations

- SFAS/SFQC (Special Forces Assessment and Selection/ Special Forces Qualification Course; 2019-2020)
- USAJFKSWCS NCOA Basic Leadership Course (2019; US Army John F. Kennedy Special Warfare Center & School Non-Commissioned Officer Academy- Ft. Bragg, NC)
- US Army Airborne School (2018)
- US Army Infantry School (2018)
- South Carolina Criminal Justice Academy - Basic Law Enforcement Class 566 (2011)
- Numerous other Law Enforcement/ Military related firearm, tactics, safety, and medical training courses
- NIMS

# Valerie Gonzalez

*Regional Manager (TX)*

## Experience

### CrowderGulf

March 2023 – Current

Coordinate, oversee and schedule multiple Project Managers, Subcontractors and equipment for emergency disaster related projects for the Texas Regional area. Correspond and collaborate with Project Managers, Field Personnel and the Disaster Administrative Office (DAO) to assist with planning, training and assembling project teams at multiple sites. Assist regional clients with follow-up documentation related to FEMA requirements.

## Environmental Experience

**Aransas County,** Rockport, TX *Director of Environmental Health, March 2015-March 2023*

Started my government career at the Aransas County Environmental Health in Rockport Texas. Worked as a Sanitarian for roughly one and half years developing knowledge, skills and abilities (KSA) working as an Inspector that consisted of conducting meetings, conduct classes/trainings to the public on the regulatory requirements, issue permits, conduct inspections and general public interactions. Ensured compliance with food safety regulations as stated in the Texas Food Establishment Rules as codified in the Texas Administrative Code. June 2016, moved into the Interim Director position and shortly thereafter appointed Director. Primary duties as Environmental Health Director require KSA to navigate environmentally complex projects such as, but not limited too residential developments, commercial developments, emergency management missions, budgeting and scheduling. Assist the public with the review of regulatory compliance with the Texas Admirative Code and Texas Health and Safety Code. As the Director, my role was to oversee three different departments which include, Environmental Health, Solid Waste and Vector Control. All three of these departments are heavily regulated by the State of Texas and require the maintenance of State licenses. As Environmental Health director my responsibilities include operation, management and compliance with Texas Commission on Environmental Quality (TCEQ), Texas Department of Agriculture (TDA) and Texas Department of License and Regulations (TDLR). I provide guidance for locals and staff on proper procedures to ensure environmental compliance within the County.

**Aransas County,** Rockport, TX Debris Management, June 2017 – March 2023

**Hurricane Harvey August 25, 2017**- As Aransas County's Debris Manager, my role was primary decision maker, assigning tasks to team members as well as communications between the team and other internal and external entities for Debris Operations. A successful debris operation requires effective coordination and collaboration between organizational elements within a jurisdiction, as well as with external entities such as regulatory agencies, local, state/tribal/territorial, and Federal emergency management officials, the private sector, and the general public. I developed various contacts throughout the State of Texas with Texas of Department of Emergency Management (TDEM), Texas Commission on Environmental Quality (TCEQ) Texas Department of Transportation, (TXDOT), as well as some federal agencies such as Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers (USACE). The success of the debris operations within the County helped me develop into a debris specialist. Hard work, determination, self-initiative learning, and commitment to the development of my career opened up an opportunity to exhibit my extensive KSA, when recruited by TDEM's Disaster Recovery Task Force (DRTF). This task force is a State of Texas Resource that assists with mission requests from local jurisdictions to support local entities through incidents and disasters. This task force opportunity presented itself after my successful completion of Debris Removal after Hurricane Harvey made landfall in Aransas County and the responses teams that were sent to Aransas County by TDEM observed my KSA in debris management. My co-workers, supervisors, and colleagues will and do always refer to me as a Debris Specialist. Deployed as part of the DRTF team to wildfires in Eastland County, Texas. During deployment, I learned more technical skills as a debris specialist on smaller scale disasters. During this detail I was the direct contact for the County Judge and Emergency Management Coordinator for debris removal, disposal and volunteer coordination.

## Legal Experience

**Garza & Gonzalez,** Houston, TX *Partner*, 12/15/2011-12/31/2015

- Private practice primarily focusing on Wills, Trust, Probate and Family Law

**Providus,** Houston, TX *Document Reviewer,* 01/24/12-12/1/2014

- Electronic document review regarding billing practices, unfair competition claims and false advertising, bankruptcy, pharmaceutical issues, environmental and health safety permits and state regulatory documentation, oil and gas contracts, including joint operating agreements, assignability, preferential right determinations and wrongful termination; Privilege, relevancy, confidentiality, search and redaction experience; Quality control experience; Relativity, Axcelerate & Ringtail Platform

**Donavan Watkins,** Houston, TX *Document Reviewer,* 02/27/2012-05/27/12

- Electronic document review for environmental and corporate case issues (i.e., fraudulent transfer of assets, valuation of assets, intercompany loans/transfers, indemnification from corporate subsidiaries, successor liability of parent company and alter ego claims against various parent corporate entities) environmental damages estimates and actual costs incurred by client and various allocations of the costs to various responsible parties, intellectual property issues, employment and wage issues, wrongful termination, products liability; Privilege, relevancy, and confidentiality experience

## Education, Additional Professional Associations, Licenses & Skills

- **NIMS Certified** ICS 100, 200, 300, 400, 700 & 800
- **FEMA:** Knowledgeable of FEMA Public Assistance Policy and Program Guide including Debris Management Planning
- **Thurgood Marshall School of Law, Texas Southern University, Houston, TX**
  *Juris Doctor* May 2011 - *Valedictorian of May 2011 Graduating Class (G.P.A. 3.80/4.0)*
- **University of Texas at San Antonio, San Antonio, TX -** *Graduated Cum Laude with 3.51 G.P.A*
  *Bachelor of Arts Criminal Justice*, Concentration in Forensic Dec. 2007 & *Bachelor of Science Biology* May 2006
- ***Member of Texas Environmental Health Association***
- ***Active Member in Good Standing of State Bar of Texas, November 2011***
- *Registered Sanitarian & Floodplain Management, Municipal Solid Waste Operator Class B*
- *Conversational in Spanish & Proficient Researcher*

# Clayton B. Young

*Texas Regional Manager*

## Areas of Expertise

**DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS**

## Relevant Qualifications

Experienced in group leadership and task execution. Well-traveled and culturally aware, this makes for an effective communicator with people from all walks of life. Knowledgeable in the bidding process and job estimation.

## Disaster Debris Management Experience

**CrowderGulf** *2010-Present*

*Project Manager I CrowderGulf Texas Client representative*

- 2021 Hurricanes Ida & Nicholas, Winter Storms - Texas
- 2020 Hurricanes Laura, Sally, Delta & Zeta
- 2019 Hurricane Dorian, Tropical Storm Imelda & Tornado's
- 2018 Hurricane Florence- Project Manager of Duplin County, NC; Over 200,000 CYs Debris Removal and Disposal.
- 2017 Hurricane Harvey- Served as Project Manager for the following clients: Cities of Dickinson, Friendswood, Lake Jackson, Jones Creek, La Marque, Santa Fe, Clear Lake Shores and Galveston County.
- 2017 Hurricane Harvey - Served as Project Manager for TX GLO Waterway Projects in the following locations: Colorado River, San Bernard River, Brazos River, Chocolate Bayou, and Oyster Creek.
- CrowderGulf representative/ Local Project Manager for clients in Texas and Louisiana
- Project Manager, Flooding in Waller and Montgomery Counties, Texas
- Project Manager, Hurricane Irene, North Carolina
- Managed Galveston County Buyout Program after Hurricane Ike
- Supervised crews in Walker County Alabama for Operation Clean-sweep after the April 27th tornadoes

## Additional Experience and Skills

**Self Employed, Denton, Texas** *Denton, Texas*

*Entrepreneur* *2001-2010*

- During and after college made investments in an array of ventures in an effort to gain experience in the world of business creation.
- Home exterior painting service - Responsibilities included, but not limited to ground up business development, hiring, job estimation, advertising and project planning.
- Real Estate restoration and sales - Purchased down-trodden homes and restored/refurbished and sold them.
- Classic car restoration and sales - Purchased and sold historically significant classic cars.

## Education

*University of North Texas*

- BA with focus on Entrepreneurial Management/ Studied International Business in Italy
- Future Entrepreneurs Club/ Tasked to develop and implement business plans
- NIMS Certified 100, 200, 240, 241, 242, 632 700, 701, 703, 800, 907

## Additional Skills/Certifications

- NIMS Certified
- FEMA: Knowledgeable of FEMA Public Assistance Policy 321 and Debris Management Planning 325
- Strong communication and organizational skills
- Client Relations
- Project planning
- Estimating and competitive bidding processes

# Isam Brisco

*Project Manager*

## Qualifications

Experienced and highly qualified professional offering years of extensive project management experience in construction and disaster relief. Accustomed to working on diversified projects for both new construction and disaster aftermath cleanup and recovery. Proven exceptional project management, organizational abilities, and supervisory skills to assure success in performance planning, project development, and client satisfaction. Effective at implementing guidelines that led to the successful completion of years of projects within time and budget.

## Disaster Debris Management Experience

### CrowderGulf

*Storms* *2021 – Current*

- June 2023 – July 2023 Montgomery County Precinct 3 Wind Storm
  - Managed all debris operations for a project in a densely populated urban environment.
- October 2021 – June 2023 Calcasieu Parish Waterway Project
  - Successfully identified and contacted thousands of property owners for access through private property.
  - Managed operations for a job that cleared over 800 miles of drainage laterals in difficult swampy terrain.
  - Mapped and directed crews on a marine based job that removed over 2 million yards of debris from drainages.
- September 2021 – October 20021 Hurricane Nicholas
  - Directed operations for a storm that activated six contracts simultaneously
  - Main line of communication between all subcontractors, clients, and monitoring firm between six concurrent activations.

*Managed Debris Removal Operations in Calcasieu Parish after Hurricane Laura* *August 2020 – June 2021*

- Coordinated all operations for a project with over 200 trucks removing over 98,000 cubic yards of debris daily.
- Assigned all trucks to specific zones and ensured all trucks were “cleaning as they go” to not skip piles.
- Located, leased, and permitted 12 Disaster Management Sites in strategic locations in Calcasieu Parish.
- Communicated seamlessly with the monitoring company and subs to make certain over 200 trucks had a monitor every day.
- Successfully managed a job that has removed and reduced 6,215,300 cubic yards of debris.

*Managed Debris Removal in Western Bay County after Hurricane Michael* *October 2018 – June 2019*

- Running PUSH Operations to clear streets immediately after the storm.
- Locating and permitting suitable temporary Disaster Management Sites, mapping and plotting debris on all county roads.
- Debris estimations for the County, Delegating debris zones to subs and ensuring they adhere to assigned zones.
- Supervising operations at Debris Management Sites, Removed 1,993,900 cubic yards of debris from ROW at the end of 2020.

*Managed Debris Removal Operations in Dickinson, TX after flooding from Hurricane Harvey* *September 2017 - March 2018*

- Found a suitable temporary Disaster Management Site for increased efficiency of haul in and reduction of C&D.
- Communicated with the City on a daily basis to update on progress and to prioritize areas for debris pickup.
- Mapped and plotted all of the roads in the City and relaying the maps to trucks.
- Zoned the City maps and assigned zones to trucks, worked with Monitoring Company to ensure the job ran smoothly.
- Oversaw haul out of compacted debris to final disposal, set up and supervised pick up and disposal of White Goods & HHW.
- Successfully removed, reduced, and hauled to final disposal over 230,000 cubic yards of C&D.

## Additional Experience and Skills

### Poolwerx Dallas, TX

*Renovation Manager Responsible for Day-to-Day Operations of Construction Department.* *January 2014 – September 2017*

- Calling clients and scheduling appointments for a project consultation.
- Providing bids to customers in a timely fashion.
- Assisting clients with selection of finishes & details.
- Scheduling work with subcontractors upon acceptance of a bid.
- Communicating with the client throughout the renovation process.
- Ensuring the work being performed was of outstanding quality.
- Invoicing and collecting payment once the project was complete.
- Increased work capacity by hiring additional subcontractors and maintaining working relationships with existing subcontractors.
- Grew department revenue over 100% in three years while maintaining targeted margins.

## Education/Military

- University of North Texas *2002-2007*
- Hospitality Management

# Matthew D. Lucas

*Senior Project Manager*

## Areas of Expertise

Dedicated construction professional with years of direct experience with a proven track record of success. Results-oriented leader with outstanding work ethic and proven leadership, negotiation and problem resolution abilities. Ability to motivate and maximize all levels of productivity. Excellent communicator able to build cohesive and productive relationships with people across all corporate levels. Experience or expertise in:

- Procurement/contract negotiation
- Disaster Recovery
- Underground utility installation
- Electrical systems
- Power distribution
- Sports lighting installation
- Team Building/Leadership
- Demolition
- Solar system installation

## Disaster Debris Management Experience

**CrowderGulf, Mobile, AL ..... 2016-Current**
**Senior Project Manager**

- Project Manager over city of Alexandria, Louisiana after Hurricane Laura swept through the State. Removed approximately 250,000 Cubic Yards of Debris.
- Oversight of storm debris clean-up for the City of Raleigh, North Carolina. This includes management of subcontractors and clean-up crews for the massive collection of storm debris. In addition, managed temporary debris area for the collection and disposal of vegetation and construction debris. After completion and close-out of Raleigh project, I performed similar oversight and storm clean-up management in Fayetteville, NC, post Hurricane Matthew.
- Managed extensive storm clean-up efforts in Port Arthur, TX, post Hurricane Harvey. This included management of subcontractors and clean-up crews, as well as management of multiple temporary debris areas. In addition, coordinated with various City, State and Federal governmental agencies.
- Managed substantial storm debris clean up expanding more than 30 miles in and around Panama City, FL, post Hurricane Michael. This included managed of deep ditch clearing and extensive private property debris removal. Successfully completed the following projects for the United States Army Corps of Engineers in 2018: Lakehurst Air Force Base, NJ – Repair of electrical distribution system and Dover Air Force Base, DE – Complete construction of hydrant fuel system.

**AshBritt Environmental, Deerfield Beach, FL ..... 2016-2016**
**Senior Project Manager**

- Managed complete vessel recovery as a result of Hurricane Matthew storm impacts.

**Current Construction Corp – Current Environmental & Demolition, Allentown, NJ ..... 2012-2016**
**Vice President**

- Estimated and procure various electrical projects throughout the East Coast. This includes airport runway lighting and aviation construction, underground utility projects, sports lighting installation and power distribution. Supervised various members of the construction team to ensure the successful completion of commercial and residential demolition projects; including both interior and exterior demolitions.
- Performed clean-up efforts after Superstorm Sandy throughout many shore communities in New Jersey, totaling approximately 35% of all clean-up work in the state. Projects ranged from demolition of homes, installation of pilings to the raising and construction of homes, to the performance of marine vessel salvage. Managed the operation of pneumatic vacuum trucks in order to clean sand and sludge from underground mains in areas from Seaside Park to Point Pleasant, NJ.
- Supervised and performed marine vessel salvage and dredging of various channels and marinas in the Southern regions of the Jersey shore.
- Managed the building, operation and restoration of the largest temporary transfer station in Stafford Township, NJ. Maintained and adhered to all necessary codes and construction compliance.

**Lucas Electric Company, Inc. – Lucas Demolition & Disposal, Hightstown, New Jersey ..... 1995-2012**
**President**

**Henry J. Lucas Electric Co. Inc.**
**Vice President ..... 1990-1995**
**Project Manager/Estimator ..... 1985-1995**
**Electrician ..... 1979-1985**

## Education / Licensing /Training / Leadership & Community Involvement

**Mercer County Vocational Technical School** - ***Electrical Construction***, West Windsor, NJ
***Entrepreneurial Ventures -*** *Owned and managed an auto body / collision center and laundromat in New Jersey.*

***New Jersey Electrical Contractors License #9758***
***100-Ton US Coast Guard Captain's License***
***Transportation Worker Identification Credential (TWIC) Card***
***Big Brother/Sister of Mercer County***
***New Jersey A901 Disposal License***
***New Jersey CDL-A License with Medical Card***
***OSHA 10/30 & First Aid Certification***
***Real Estate Investor –*** *Commercial & Residential*

# Samuel J. Roberts

*Senior Project Manager*

## Disaster Debris Management Experience

**CrowderGulf - Mobile, AL** ***Senior Project Manager*, September 2017- Present**

Communicated with City and County officials, as well as the monitoring company and sub contracted trucking companies in order to ensure a continuous flow of debris trucks from the CrowderGulf DMS site to the City and County Landfills. Both Construction and Demolition (C&D) and vegetative debris reduced by compaction and vegetation reduced by grinding.

*Projects:*

- 2022 Hurricane Ian, 35 Activations in FL
  Waterway clean-up and Lake clearing
- 2022 Hurricane Nicole, 3 Activations in FL
- 2021 Hurricane Ida, City of Gulfport, MS
- 2020 Hurricane Sally – Senior Project Manager for Baldwin County, AL
- 2018 Hurricane Florence – *Brunswick County, NC included Bolivia, Caswell Beach, Bald Head Island, Oak Island, Shallotte, Leland, Navassa, Northwest, Sandy Creek, Varnamtown and Brunswick County.* Managed haul out operations of debris successfully completing 696,022 cubic yards and 4 Debris Management Sites (DMS).
- 2018 Hurricane Michael – Bainbridge GA – Complete Army Corps projects
- 2017 Hurricane Irma – *Polk County, FL included: Haines City, Fort Meade, Winter Haven, Bartow, Mulberry, Auburndale, Lake Wales, Lake Hamilton, Davenport, Lake Alfred, Dundee, Eagle Lake, Highland Park, Hillcrest Heights and Polk City.* Managed haul out operations of debris successfully completing 2,269,197 cubic yards and 11 Debris Management Sites (DMS).

*Other Projects:*

- Hurricanes Ike & Gustov – Project Manager under Beck Disaster Recovery -
- Hurricanes Katrina & Rita – Qualify Assurance Services for Debris Mission in Support under the Contract with the Army Corps of Engineers
- Orange County / St. Johns River Water Management District – Aquifer Storage Recovery Pilot Project.
- Orange County Utilities Department Design Project – Lake June Redevelopment Project & Lake Lawn Sanitary Sewer Evaluation Survey
- Miami Dade County Housing Agency / DERM Sanitary Sewer Evaluation Surveys (SSES)
- Orange County Utilities Department – Holden Height Phase 2 & 3 and L.B. McLeod Transfer Station Rehabilitation
- City of Belleview – Waste Water Treatment Plant Expansion
- City of Zellwood – Wastewater Treatment Plant Conceptual Design
- City of Ormond Beach – Division Avenue Well Rehabilitation – Well No. 12A & 21A
- Miami Dade County Aviation Department (D.E.R.M.) Building 3047/49 Source Removal / Remediation and Buildings 3047-3049
- Wingate Road Super Fund Incinerator Site Remediation

## Other Experience

- 2012-2018 – Roberts and Roberts Management Services, LLC *Registered in Orlando, FL as qualified Civil Engineer* *
- 2000-2012 – Barnes, Ferland and Associates, Inc.
- 1997-1999 – Omai Gold Mines
- 1191-1995 – Daniels Financial Services
- 1989-1992 – Alabama A&M University
- 1991-1992 – Goodrum Knowles Contractors, Inc.

## Additional Experience and Skills

- * Qualified Civil Engineer with over 20 years of experience
- U.S. Army Corps of Engineers Quality Assurance and Quality Control (QA/QC)
- FDEP Storm Water and Erosion Control Management
- Advanced Maintenance of Traffic Planning Certified (MOT)
- OSHA Certified
- Pipeline and Manhole Assessment Certification Programs (PACP & MACP)

## Education and Associations

- **Florida International University MSc. Emergency Management – 2020**
- **University of Central Florida M.S. Civil Engineering** –
  *Areas of Specialization – MBA Water Resource Engineering & Construction Management*
- **Alabama A&M University, B.S., Civil Engineering** – *1993 Minor in Mathematics*
- **American Society of Civil Engineers** – *Affiliate Member since 1996*

# Wilber Ledet

*Senior Project Manager*

## Relevant Qualifications

- Sixteen years of management experience in disaster recovery and marine debris.
- Expertise in managing stored vessel reclamation program.
- Assisted in the removal of hazardous substances from the vessels and coordinated their proper disposal.
- Sand removal, sand screening and beach berm construction, including sea oat replacement and right-of-entry program for sand reclamation on private property.
- Facilitated overall daily operations, training and safety programs on equipment for staff and customers.

## Disaster Debris Management Experience

**CrowderGulf, LLC – Theodore, AL** *2009- Present*

- **Senior Project Manager & Project Manager**
  - Florida and Georgia – Hurricane Idalia 2023
  - Arkansas, Florida, North Carolina, Texas and Virginia – Tornado's & Storms 2023
  - Florida – Hurricane's Ian and Nicole 2022
  - Florida, Louisiana and South Carolina – Tornado's & Storms 2022
  - Louisiana & Mississippi – Hurricane Ida 2021
  - Texas – Hurricane Nicholas 2021
  - Alabama, Florida, Louisiana, New Jersey, Texas & Virginia – Tornado's & LA Floods 2021
  - Louisiana – Hurricane Laura 2020
  - Alabama and Florida – Hurricane Sally 2020
  - Louisiana and Mississippi – Hurricane Zeta 2020
  - Louisiana – Hurricane Delta 2020
  - South Caroline – Hurricane Dorian 2019
  - Texas – Tropical Storm Imelda 2019
  - Kentucky – Tornadoes 2019
  - North Carolina – Hurricane's Florence and Michael: Duplin, Holly Ridge, Jacksonville, Onslow, North Topsail Beach, Richlands and Swansboro; over 1,129,000cy debris removal and disposal 2018
  - Florida – Hurricane Michael 2018
  - Florida - Hurricane Irma 2017
  - Texas - Hurricane Harvey – Aransas, San Patricia, Corpus Christi / 2 Waterways (Aransas & TX GLO) 2017
  - South Carolina - Hurricane Matthew - Hilton Head Island and PUDs (15 Total Activations) 2016
  - Florida - Hurricane Hermine - City of Tallahassee / Leon County (2 Total Activations) 2016
  - Florida - Bayou Texar Dredging - City of Pensacola 2015
  - South Carolina - Storms/Flooding - Richland County 2015
  - New Jersey - Sandy Phase II Marsh Cleanup 2014
  - South Carolina - Ice Storm - Berkeley County 2014
  - North Carolina - Ice Storm Pax - City of Raleigh 2014
  - Alabama - Tornado - Limestone County 2014
  - New Jersey - Super Storm Sandy - Barnegat Bay 2012
  - Alabama - Hurricane Isaac - Dauphin Island 2012
- **Supervisor -** Hurricane Isaac *February 2012 to September 2012*
  - City of Pascagoula, Ms. - Removal of storm debris from right of ways.
  - City of Biloxi, Ms. - Removal of storm debris from right of ways.
  - City of Orange Beach, AL - Removal of debris from beaches.
  - Walton County FL. - Removal of debris from beaches.
- **Project Manager -** BP MC252 Gulf Oil Spill - Baldwin County, AL *May 2010 to February 2012*
  Managed up to 800 Hazwoper certified responders. Managed both manual and mechanical removal of oil from all of the beaches in Baldwin Co. Alabama. Attended daily operation meetings with BP, US Coast Guard, Alabama Department of Environmental Management. Attended weekly planning meeting with BP operations to assist with plans for the clean up activities for the State of Alabama. July 2010 was appointed to BP's Waste Management Board, assisted in reducing the use of non recyclable plastic on the response.
- **Supervisor -** Hurricane Ike *January 2009 to November 2009*
  Supervised removal of wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, Texas. Chanel clean up of Dickinson and League City Texas. Located and removed sunken vessels in the same water ways. Stored vessels and removed all fluids and disposed of vessels. Disposal of vessels in Port Arthur and Orange Texas.
- **Supervisor Strayham Construction -** Hurricane Ike *September 2008 to November 2008*
  Supervised seven (7) curtain burn pits in Pearland Texas. Reduced by burning over 600,000 cubic yards of vegetative debris.

## Certifications

- FEMA Certifications: *IS-00001, IS-00100.b, IS-00134, IS-00200.b. IS-00240.a, IS-00244.a,IS-00700.a, IS-00800.b, 40-Hr HazWoper, 30-Hr OSHA Construction Course*
- US Army Corps Of Engineers: *Construction Quality Management for Contractors #784*

# Robert (Lew) Major

*Project Manager*

## Disaster and Debris Related Projects

### CrowderGulf - Quality Control Manager / Project Manager — 2017-Present

**Duties:** Implemented three phase Quality Control (QC) - Reviewed contract requirements - Created list of Definable Features of Work (DFOW) - Ensured quality of work and establish levels of workmanship - Check preliminary work and examined work areas to assure work has been accomplished - Checked for defective work and issued rework item logs for tracking and correcting - Preformed QC on debris documentation. Ensured production rates of debris removal crews were being attained - Checked safety compliance - Provided weekly QC reports to Senior Project Manager - Implemented proactive intervention.

- ***St. John the Baptist Parish, LA*** – NRCS Canals, Ditches & Waterways, PPDR & ROW — 2022-2023
- ***Pensacola East Bay Oyster Habitat Restoration*** – 70K Tons Aggregate Placement & 33 Habitat Reefs — 2021-2022
- ***Hurricanes Laura, Sally, Delta & Zeta*** - Activations — 2020
- ***Tropical Storm Imelda, Tornado/Flooding & Special Project*** – Texas **& Hurricane Dorian** – South Carolina — 2019
- ***Hurricane Michael*** **/ Bay County, FL -** Oversaw QC of removal of 2 Million Cubic Yards of Debris. — 2018-2021
- ***Hurricane Harvey*** **/ City of Baytown, TX -** Oversaw quality control of removal of 30,000 Cubic Yards of Debris — 2017-2018
- ***Hurricane Harvey*** **/ Brazoria County, TX -** Oversaw quality control of removal of 50,000 Cubic Yards of Debris. — 2017-2018

### Advanced Construction - Project Manager — 1995-2006

**Duties:** Direct field oversight of debris operations - Sectoring/zoning work areas - Identifying and set up of DMS (Debris Management Sites) - Attended weekly client meeting and provide schedule updates - Ensured project was performed in accordance of the contract and specifications - Ensure project completion and closeout focusing on Safety, Quality, Cost and Schedule.

- 2006 ***Hurricane Ivan*** — Cape San Blas, FL - Beach re-nourishment; Gulf County, FL - Beach restoration, debris removal, Placement 100,000 CY Sand
- 2005-6 ***Hurricane Katrina*** — Osyka, MS - Cleanup/Debris removal 30,000 CY; Amite, LA - Cleanup/Debris removal 60,000 CY
- 2004-5 ***Hurricane Ivan*** — Perdido Key, FL - 150,000 CY Debris removal and reduction
- 2002 ***Hurricane Damage/Erosion*** — Mexico Beach, FL - Beach re-nourishment, placement100,000 CY Sand
- 2000-1 ***Hurricane Beach Erosion*** — Cape San Blas, FL - Beach re-nourishment; Gulf County, FL - 200,000 CY Beach restoration
- 1999 ***Hurricane Erin*** — Escambia Co., FL - Beach re-nourishment
- 1998 ***Hurricane George*** — Cleanup and debris removal 50,000 CY
- 1995 ***Hurricane Opal*** — Pensacola Beach, FL - Debris removal 300,000 CY

## U.S. Army Corps of Engineer Related Experience

### Quality Control Manager

**Duties:** Responsible for inspecting, documenting, and reporting to the contracting officer all aspects of the work described and detailed in the plans and specifications. Responsible for implementing and enforcing the Quality Control Plan, Accident Prevention Plan & Environmental Protection Plan. Implemented the three phase. **Projects Completed in this Role:**

- ***NOV-07A Levee Buildup*** **/ Empire, LA** - Low salinity fill / 200,000 Cubic Yards / Cost: $11 Million — 2015-2016
- ***Navy/Marine Joint Strike Force Hangers*** **/ Eglin AFB, FL -** Site construction / Cost: $3 Million — 2009-2010
- ***Mississippi River Levee Enlargement MRL #453*** **/ Tallulah, LA –** Levee Enlargement Project / 300,000 Cubic Yards / Cost: $5 Million — 2008-2009
- ***Mississippi River Levee Buildup MRL #457*** **/ Lake Providence, LA** Levee Buildup Project / 700,000 Cubic Yards / Cost: $10 Million — 2007-2008
- ***Road and Drainage Upgrades*** **/ Hulbert AFB, FL -** Site Underground Grading / Cost: $5 Million — 2007
- ***Hurricane Charley-Operation Blue Roof*** **/ Port Charlotte, FL** - Blue Roof Operations / Cost: $4 Million — 2004
- ***Restoration of Borrow Pits*** **/ Eglin AFB, FL -** Restored Gov borrow pits on base / Cost: $2 Million — 1996
- ***Mississippi River Flood Control*** **/ Martin, TN** - Placement of Class II Rip Rap / 20,000 Tons Rip Rap / Cost: $2 Million — 1994
- ***Containment Dike Installation*** **/ Jackson, AL** - Excavation of spoil dike / 200,000 Cubic Yards / Cost: $4 Million — 1993

## Education

- Auburn University (Bachelor's Degree) — 1988 - 1990
- Jefferson Davis Community College (Associates Degree) — 1987 - 1988
- Certified USACE Construction Project Management #784
- Florida underground utility excavation: Contractor # CUCO57058
- Operation Blue Roof, Certified Class B CDL & 10 HR OSHA Training

# Howard Turner

*Project Manager*

## Experience

### CrowderGulf - Mobile, AL

***Project Manager*** ***2011-Present***

- Over two decades of experience in disaster recovery and management industry.
- Grinding at Temporary Disposal Storage & Reductions Sites (TDSRS) and secure additional sites when needed.
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.
- Prepare bid proposals and manage post hurricane contracts for extra work not covered by pre-event hurricane contracts.
- Planning and scheduling of crews and equipment to collect hurricane debris from public rights-of way.
- Mediate all claims of property damage to satisfaction of property owner and municipality.
- Oversee debris reductions sites, schedule hauling and disposal of reduced vegetative material to final beneficial reuse sites.
- Oversee and schedule loading, transportation, disposal of wood fiber for beneficial reuse in nursery application, completion of debris and delivery of post reduction wood fiber.
- Oversee verification and completion of tracking documentation for payment, delivery tickets for invoicing and FEMA auditing.
- Assist in loading and expediting of ship to final destination.
- Site restoration of temporary debris management sites to FEMA and municipality requirements.

2023 Hurricane Idalia, 4 Activations in FL & GA
2023 Misc. Storms & Tornado's 11 Activations in AR, FL, NC, TX & VA
2022 Hurricane Ian, 35 Activations in FL
2022 Hurricane Nicole, 3 Activations in FL
2022 Misc. Winter Storms, Tornadoes, Dredging & Playground, 5 Activations in FL, LA & SC
2021 Hurricane Ida, City of Gulfport, MS
2021 ALDOT Bridge Special Project, Dauphin Island, AL
2021 The Nature's Conservancy Special Project, Lightning Point, FL
2021 December Tornado's in KY
2020 Hurricanes Laura Sally, Delta & Zeta
2019 Hurricane Dorian, Tropical Storm Imelda & Tornado's
2018 Hurricane Michael, Florida
2018 Hurricane Florence, NC - Senior Project Manager for hurricane debris pick-up and disposal in Fayetteville of over 160,000cy.
2017 – 2018 Hurricane Irma, FL - Successful completion of hurricane debris pick-up and disposal in assigned areas. Debris management operation for numerous clients in the center portion of Florida. Two counties, Charlotte and DeSoto; two cities, Arcadia and Punta Gorda.
2011 – 2012 Hurricane Irene, VA - Successful completion of hurricane debris pick-up and disposal in assigned areas. York County, James City County, City of Williamsburg

***CrowderGulf Partner/Subcontractor*** ***2003-2011***

- Assisted CrowderGulf as primary and first liaison between the company, municipalities and FEMA requirements.
- Grind-All has three disposal sites available within the Richmond area CVWMA region and thirteen local member jurisdiction and CrowderGulf for use as TDSRS's and/or final disposal sites.
- Four existing grinders and support equipment available immediately.
- Grind-All fleet of trucks and additional hauling capacity available for hauling of reduced debris to final disposal site(s).
- Richmond based company with ability to provide local resources for personnel and equipment for debris pick-up, reduction, and disposal.

**2004 - 2008 Consultant to CrowderGulf, Virginia and Florida** - Assisted with preparation of bids for both existing pre-event contracts and requested bids and proposals end use of reduced debris not just storage.

**2004 - 2005 Hurricane Charley, Ft. Myers, Florida Area** - Full responsibility for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, and site restoration. Liaison with municipalities, Corps of Engineers and FEMA. Successful completion of hurricane debris pick-up and disposal in assigned areas. Lee County (including Lehigh Acres, North Ft. Myers, Captiva, Pine Island, and Bonita Springs) and four cities and towns (Ft. Myers, Ft. Myers Beach, Cape Coral, Sanibel) and successful completion of C&D debris removal from Upper Captiva Island by boat.

**2003 – 2004 Hurricane Isabel, Virginia -** Successful completion of hurricane debris pick-up and disposal in assigned areas. Four counties and five cities and towns (Southampton, Suffolk, York, and James City Counties, Virginia Beach, Norfolk, Newport News, Suffolk, and Poquoson. Assisted with all aspects of disaster debris collection, recordation, reduction, damage claims and client contact. Responsible for TDSRS restorations. Successful loading and expediting of shipments to final destination for disposal of reduced debris both domestically and internationally.

## Previous Experience

**Grind-All Company – Moseley, VA**

***General Manager*** ***1999–2003***

- Day-to-day management overseeing scheduling and operations of four grinders, three screens, mulch coloring plant, and fifteen loaders, excavators, trucks, and miscellaneous equipment.
- Responsible for the operation of three dumping and grinding sites for preparation of mulch, topsoil and organic growing media.

# Jeff Zemlik

*Health & Safety Manager*

## Disaster Debris Management Experience

**CrowderGulf** ***May 2010-Present***

***Health & Safety Manager***

- Review, evaluate, and analyze work environments, design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents in the arena of environmental safety, marine operations, and general site safety.
- Create and implement safety procedures and policies, as well as, created all original safety plans specifically pertaining to the individual job or project; conduct inspections and enforce adherence to laws and regulations.
- Hold daily safety meetings concerning various topics of personnel safety and training.
- Monitor the JSA process, including storage both physically and electronically and all forms of documentation and document preservation.
- Followed through with incident investigation to ensure that all required policies were followed.
- Train, motivated and managed team of up to 16 safety observers.
- Aggressively case manage all cases of injury. Adjunct Hazwoper instructor for over 240 employees'.
- Issue permits to work, lift permits, hot-work permits, LO/TO program and ground disturbance permits.

**2023 Hurricane Idalia, Misc. Ice Storms & Tornado's**
4 Activated Contracts in FL & GA; 11 Activated Contracts in AR, FL, NC, TX & VA
**2022 Hurricanes Ian & Nicole, Misc. Winter Storms, Tornado's, Dredging & Playground Projects**
3 Activated Contracts in FL; 35 Activated Contracts in FL; 5 Activated Contracts in FL, LA & SC
**2021 Hurricanes Ida & Nicolas, Misc. Flooding, Severe Storms & Tornado's**
7 Activated Contracts in TX; 4 Activated Contracts in LA & MS; 13 Activated Contracts in TX
**2020 Hurricanes Laura, Sally & Zeta**
10 Activated Contracts in LA & MS /10 Activated Contracts n AL & FL / 8 Activated Contracts in LA at 27, 37 & 9 DMS Sites
**2019 Hurricane Dorian & Misc. Tornado's, Storm Imelda & Special Projects**
8 Activated Contracts (2 in SC, 2 in TN, 3 in TX and 1 in FL)
**2018 Hurricanes Florence – NC & SC and Michael – FL**
Safety Manager over activations, monitoring safety for over 800 debris removal crews.
**2018 Red Tide / Fish Kill – Florida**
Project Manager for Sarasota County and Sanibel, FL
**2017 Hurricane Harvey and Irma**
Disaster Debris Removal and Recovery Services in over 100 simultaneous activations from TX to FL.
**2016 Hurricane Matthew and Hermine**
Disaster Debris Removal and Recovery Services in over 46 simultaneous activations along the East Coast.
**2014, 2015 & 2016 Severe Storms (Flooding & Tornados)**
Disaster Debris Removal and Recovery Services in over 30 activations over 3 years at various municipalities.
**2012 Hurricane Sandy Cleanup**
Debris removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey.
**2012 Hurricane Isaac Cleanup**
Debris removal and reduction after Hurricane Isaac for the cities of Pascagoula, Gulf Port, and Biloxi in Mississippi with no first aid or OSHA recordable incidents.
**2011 Hurricane Irene Recovery, North Carolina & Virginia**
Debris removal & reduction after Hurricane Irene for over 20 municipalities in the NC & VA area with no first aid or OSHA recordable incidents.
**2011 Tornado Recovery, Walker County, AL**
Debris removal and reduction after several tornados devastated north Alabama with no first aid or OSHA recordable incidents.
**2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS**
Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas; BP Oil Exploration & Production/ O'Brien's Response Management/ Orange Beach, AL/ Baldwin County, AL/ Dauphin Island, AL

## Additional Related Experience and Skills

*Sales/Acting Branch Manager* - **Arrow Equipment/United Rentals - Chicago, IL** **2001 to 2002**
*Safety Manager* - **Rite Way Masonry – Chicago, IL** **1995 to 2001**

## Education

- A.A. Concentration Organizational Management — Indian River State College, Ft. Pierce, Florida
- B.A. Occupational Health and Safety — Columbia Southern, Gulf Shores, Alabama

## Certifications

- FEMA NIMS: ICS 100, ICS 200, ICS 300, ICS 400, ICS 700, ICS 800, ICS 240
- U.S.A.C.E Construction Quality Management
- U.S.A.C.E. 385-1-1 40 hour
- 40 Hour Hazwoper Certificate & Instructor
- SONS & TWIC
- OSHA 10 Hour General Industry
- OSHA 30 Construction
- OSHA 510 & 500
- Asbestos Supervisor and Refresher
- Asbestos Inspector and Refresher
- Leadership & Influence
- DOT Supervisor
- Root Cause and Incident Training

# Wesley R. Naile

*Contracts Manager*

## Relevant Qualifications

- Over 15 years of experience in disaster debris operations recovery.
- Contract Management & Emergency Planning
- Logistics, strategic planning, procurement and negotiation tactical planning.

## Disaster Debris Management Experience

**CrowderGulf** *2004-Present*

*Contracts and Logistical Manager for Disaster Operations*

- Ensure all pre-positioned equipment and supplies are deployed and ready
- Research and evaluate logistical systems and processes for incorporation into CrowderGulf's procedures
- Maintain CrowderGulf communication systems
- Maintain "Quick Kits" for immediate deployment
- Prepare and update logistical plans and procedures
- Manage and maintain warehousing, equipment and supplies

*Disaster Experience*

- **Hurricane Idalia & Misc. Winter Storms & Tornado's** – Almost 2 Million cards of debris removal/disposal in Various States: AR, FL, GA, NC, TX & VA *(15 Activations)* 2023
- **Hurricane's Ian and Nicole** – Over 13 Mill. CYs of debris removal/disposal throughout FL (*34 Total Activations)* 2022
- **Hurricanes Nicholas & Ida** – Texas and Louisiana, *Contracts & Logistics Manager (7 & 4 Activations)* 2021
- **Hurricane Delta & Zeta** – Louisiana & Mississippi, *Contracts & Logistics Manager (1 & 7 Activations)* 2020
- **Hurricane Sally** – Alabama & Florida, *Contracts & Logistics Manager (9 Total Activations)* 2020
- **Hurricane Laura** – Louisiana & Texas, *Contracts & Logistics Manager (8 Total Activations)* 2020
- **Hurricane Dorian** – South Carolina, *Contracts & Logistics Manager (2 Total Activations)* 2019
- **Tropical Storm Imelda** – Texas, *Contracts & Logistics Manager (1 Total Activation)* 2019
- **Tornado's** Texas & Tennessee, *Contracts & Logistics Manager (2 Total Activations)* 2019
- **Hurricane Michael** – Florida, *Contracts & Logistics Manager (16 Total Activations)* 2018
- **Hurricane Florence** – North and South Carolinas, *Contracts & Logistics Manager (18Total Activations)* 2018
- **Hurricane Irma**, *Contracts & Logistics Manager (61 Total Activations)* 2017
- **Hurricane Harvey**, *Contracts & Logistics Manager (26 Total Activations)* 2017
- **Hurricane Matthew,** *Contracts & Logistics Manager (46 Total Activations)* 2016
- **Hurricane Hermine,** *Contracts & Logistics Manager (2 Total Activations)* 2016
- **Severe Storms & Flooding,** *Contracts & Logistics Manager* 2014
- **Hurricane Isaac,** *Contracts & Logistics Manager* 2012
- **Hurricane Irene,** *Contracts & Logistics Manager* 2011
- **Deepwater Horizon Oil Spill,** *Contracts & Logistics Manager* 2010
- **Hurricane Gustav & Ike,** *Contracts & Logistics Manager* 2008
- **Hurricane Katrina, Wilma & Rita,** *Logistics Manager* 2005
- **Hurricane Charley,** *Field Manager in Volusia County, FL* 2004

## Additional Experience and Skills

**Gulf Equipment Corporation**

*Contractor* *1999-2000*

- Site preparation and installation of tower, grounding systems and equipment

## Education/Military

- University of South Carolina 2000-2003
- U. S. Army - 12B Combat Engineer 1995-1998
  *Placement and removal of explosives and obstacles*

# Jesus Carretie

*Program Manager*

## DISASTER EXPERIENCE

**CrowderGulf**
**Program Manager** **03/22 to Present**

**2023 Hurricane Idalia** *4 Activations in FL & GA*

**2023 Misc. Storms & Tornado's** *11 Activations in AR, FL, NC, TX & VA*

**2022 Hurricane Ian (DR-4673-FL)**
Serve within a variety of CrowderGulf teams that include Data Management, Invoicing, Proposal Writing, Project Management, and Business Development. Tasks include quality control as well as handling client relations with a focus on our Florida clients.

**K2 Project Management Solutions**
**Hurricane Michael (DR-4399-FL) – Senior Grants Specialist – Bay County (FL)** **08/2020 to 02/2022**
Managed and worked on project formulation & project management focusing on Category A within a Public Assistance (PA) contract with Bay County, Florida. Within Category A, there were 8 different projects with requests for reimbursements totaling over $200,000,000.

**2020 Oregon Wildfires (DR-4562-OR) – Branch Director – Oregon Department of Transportation** **2020**
Accountable for the management of a team working under the monitoring contract for a Debris Management project due to the terrible wildfires that devastated the state of Oregon in 2020. Tasks included HR, data management, invoicing, and invoice QC for the project. Upon my departure, debris amounts totaled over 100,000 hazardous trees and 76,000 cubic yards of disaster-generated debris with the project ongoing.

**Innovative Emergency Management**
**Hurricane Irma (DR-4377-FL) – Production Manager – Florida Department of Economic Opportunity** **08/2018 to 07/2020**
Responsible for the data management, internal reporting, and external reporting of the FDEO Rebuild Florida Project all with the goal of driving production for the overall project. This project was granted under a Community Development Block Grant-Disaster Recovery (CDBG-DR).

**CrowderGulf**
**Hurricane Irma (DR-4377-FL) – Data & Invoice Specialist – Florida** **09/2017 to 07/2018**
Accountable for all data management and invoicing through project completion for 23 different Hurricane Irma CG clients in the State of Florida. Over the course of the projects debris totals included the removal of 200,000 hazardous limbs/trees and over 10,000,000 cubic yards of disaster-generated debris.

**Metric Engineering/Wheeler EMC**
**Hurricane Hermine (DR-4280-FL) – Project Specialist – City of Tallahassee** **02/2017 to 08/2017**
Responsible for validating all data and invoices within the Category A part of a Public Assistance (PA) contract with the City of Tallahassee. The reviewed data included debris amounts totaling 18,400 hazardous limbs/trees and 130,000 cubic yards of disaster-generated debris.

**Metric Engineering**
**Hurricane Hermine (DR-4280-FL) – Data & Invoice Specialist – Florida Department of Transportation** **09/2016 to 12/2016**
Accountable for the data management and invoicing for the monitoring aspect of the debris cleanup after Hurricane Hermine. Debris amounts for the project included the removal of more than 6,100 hazardous limbs/trees and 18,000 cubic yards of disaster-generated debris.

**South Carolina Severe Winter Storm (DR-4166-SC) – Invoice/Billing Analyst – SC Department of Transportation** **02/2014 to 02/2015**
Responsible for assisting in the data management and managing all of the monitoring firm's invoicing for the monitoring aspect of the debris cleanup after the 2013 South Carolina Severe Winter Storms. Debris amounts for the project included the removal of more than 150,000 hazardous limbs/trees and 2 million cubic yards of disaster-generated debris. More than 1,000 debris monitoring personnel supported this project.

## OTHER EXPERIENCE

**Texstar Acquisitions** **03/2015 to 08/2016**
**Acquisition & Sales Associate – Austin, TX**
Managed all aspects related to the acquisition and sale of residential real estate. Coordinated investment strategies for investor's portfolio. Performed property inspections to assess property value and needed improvements. Marketed a diverse portfolio of real estate investment opportunities.

## PROFESSIONAL LICENSES AND SKILLS

- FEMA Certifications – IS-00100.b, IS-00200.b, IS-00393.b, IS-00632.b, IS-00634, IS-00700.b, IS-00800.b
- Bilingual- English and Spanish
- Highly knowledgeable in Automated Debris Management Systems (ADMS) for the predominant monitoring companies in the field

## EDUCATION

- Florida State University – *AA / BS Candidate (concentrations in Accounting and in Real Estate)*

# Amber Ramsay

*Public/Community Relations and Marketing Manager*

## Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

## Qualifications

- 25 years of experience in disaster recovery and marketing.

## Disaster Debris Management Experience

**CrowderGulf** *1999-Present*

*Community Relations/Media Manager*

- Liaison between CrowderGulf Project Managers in the field and US Army Corp of Engineers, elected officials, public works directors, the incident commander at the EOC (Emergency Operations Center) and clients
- Coordinate directly with PIO (Public Information Office) to manage release of information pertaining to debris recovery operations
- Assist in preparing media releases regarding debris segregation and scheduling
- Facilitate information flow to CrowderGulf Project Managers regarding FEMA eligibility criteria
- Establish and manage Community Debris Hotline
- Manage CrowderGulf's Damage Claim Program
- Conduct annual training for clients with existing contracts
- Represent CrowderGulf at national, regional and state professional conferences and seminars
- Participate in continuing education conferences pertaining to debris management

*Storms*

- ✓ Hurricane Idalia (2023) 4 Activations in FL & GA
- ✓ Misc. Storms & Tornado's (2023) 11 Activations
- ✓ Hurricane Ian (2022) 35 Activations in FL
- ✓ Hurricane Nicole (2022) 3 Activations in FL
- ✓ Misc. Winter Storms (2022) 5 DMS's in FL, LA & SC
- ✓ Hurricane Ida (2021) City of Gulfport, MS
- ✓ ALDOT (2021) Bridge Special Project, AL
- ✓ Nature's Conservancy Special Project (2021) FL
- ✓ Hurricane Delta & Zeta (2020) MS & TX
- ✓ Hurricane Sally (2020) Baldwin County, AL
- ✓ Winter Storms, Flooding & Tornado (2021)
- ✓ Hurricanes Nicholas and Ida (2021)
- ✓ Hurricanes Laura, Sally, Delta & Zeta (2020)
- ✓ Hurricane Dorian, TS Imelda & Tornado's (2019)
- ✓ Hurricane Florence & Michael (2018)
- ✓ Irma (2017) 61 Activations in FL
- ✓ Hurricane Harvey (2017) 26 Activations in TX
- ✓ Hurricane Matthew (2016) 46 Activations in SC
- ✓ Hurricane Hermine (2016) 2 Activations in FL
- ✓ Winter Storms, Flooding & Tornado (2015/16)
- ✓ Sandy (2012-2013) NJ Waterway Clean-up
- ✓ BP Horizon Oil Spill (2010-2012) FL & AL
- ✓ New York State Ice Storm (2006)
- ✓ Hurricane Rita (2005) US Army Corp of Engineers
- ✓ Hurricane Katrina (2005) MS
- ✓ Hurricane Ivan (2004) MS
- ✓ Hurricane Charley (2004) 5 Activations in FL
- ✓ Hurricane Charley Debris Projects (2004) FL
- ✓ Hurricane Fran Debris Project (1996) NC
- ✓ Hurricane Erin Debris Project (1995) FL
- ✓ Hurricane Opal Debris Projects (1995) FL

## Education & Certifications

- Bachelor of Science — Auburn University, Auburn, AL
- NIMS & FEMA Certified

# Gina Walley

*Accounts Receivable Manager /Documentation Specialist*

## Relevant Qualifications & Experience — 2004 through Present

**DOCUMENTATION SPECIALIST**

- Documentation management
  - Ensure that documentation has been provided and that it is accurate and sufficient to record the work completed
- Historical data preservation & experience for proposals
  - Provide tables & charts with accurate figures from past projects to display CrowderGulf's accomplished work

**DATA ANALYSIS SPECIALIST**

- Data analysis
  - Review data for accuracy and capture necessary information directed by the contract
- Audit assistance and investigation
  - Assist and provide Client's necessary documentation and analyze reports to respond to questions during an audit

**ACCOUNTS RECEIVABLE MANAGER**

- Invoicing clients from reconciled data
  - Create accurate invoices from Client preferences and contract specifics
- Client and Client representative relations for reconciliation and documentation
  - Work with Clients and their representatives to reconcile data adhering to specific timelines and satisfaction goals

**DATABASE MANAGER**

- Database development, creation and management
  - Assisted in development of innovative database that assists in more accurate capture of data
  - Created a database specific to each Client's and event/project needs
- Contract knowledge as it pertains to documentation, pricing line items and invoicing
  - Review contract requirements and scope of work and define the best process to capture the required data

**STORM RELATED EXPERIENCE (PARTIAL LISTING)**

| | | |
|---|---|---|
| 2023 Hurricane Idalia | 6 Activations in Florida and Georgia | |
| 2023 Tornadoes | 3 Activations in Texas and Arkansas | |
| 2022 Hurricane Ian & Nicole | 38 Activations in Florida | |
| 2021 December Tornadoes | 2 Activations in Kentucky | |
| 2021 Hurricane Nicholas | 7 Activations | |
| 2021 Hurricane Ida | 4 Activations in MS & LA | |
| 2020 Hurricane Zeta | 7 Activations in MS | |
| 2020 Hurricane Delta | 1 Activation in TX | |
| 2020 Hurricane Sally | 10 Activations in AL & FL | |
| 2020 Hurricane Laura | 8 Activations in LA | |
| 2018 Hurricane Michael | >1,032 invoices reconciled & generated | |
| 2018 Hurricane Florence | >235 invoices reconciled & generated | 22 Client data projects managed |
| 2017 Hurricane Irma | >1,386 invoices reconciled & generated | 64 Client data projects managed |
| 2017 Hurricane Harvey | >479 invoices reconciled & generated | 28 databases created & managed |
| 2016 Hurricane Matthew | >590 invoices reconciled & generated | 49 databases created & managed |
| 2016 Hurricane Hermine | >25 invoices reconciled & generated | 4 databases created & managed |
| 2016 Tornados/Flooding | >115 invoices reconciled & generated | 12 databases created & managed |
| 2015 Ice Storm/Flooding/Severe Weather | >65 invoices reconciled & generated | 6 databases created & managed |
| 2014 Severe Storms | >46 invoices reconciled & generated | 12 databases created & managed |
| 2014 Ice Storm Pax, Ulysses | >24 invoices reconciled & generated | 7 databases created & managed |
| 2012 Hurricane Sandy | >80 invoices reconciled & generated | 3 databases created & managed |
| 2012 Hurricane Isaac | >16 invoices reconciled & generated | 6 databases created & managed |
| 2011 Hurricane Irene | >153 invoices reconciled & generated | 29 databases created & managed |
| 2011 Tornado Recovery | >63 invoices reconciled & generated | 8 databases created & managed |
| 2008 Hurricane Ike | >2,350 invoices reconciled & generated | 100 databases created & managed |
| 2005 Hurricane Wilma | >33 invoices reconciled & generated | 33 databases created & managed |
| 2005 Hurricane Rita | >18 invoices reconciled & generated | 18 databases managed |
| 2005 Hurricane Katrina | >186 invoices reconciled & generated | 49 databases managed |

## Education

- University of Southern Mississippi, Paralegal Studies
- Remington College, Electronics & Computer Engineering Technology
- Faulkner State Community College, Undergraduate Studies

# Jenny Todd Weaver

*Subcontractor Compliance Manager*

## Areas of Expertise

**SUBCONTRACTS; MINORITY AND DISADVANTAGED BUSINESS INVOLVEMENT; RFP PREPARATION**

## Qualifications

- Eighteen years of experience in disaster recovery and management.
- Strong legal background
- 14 years proposal preparation
- Managed subcontractor activations over various simultaneous events for CrowderGulf's disaster debris projects.

## Disaster Debris Management Experience

**CrowderGulf** ***2005-Present***

*Subcontractor S/WMBE Compliance Manager* *2008-Present*

- Subcontract execution during activations. Insurance compliance and subcontractor reconciliation oversight.
- Manage subcontractor compliance with all state and federal requirements.
- Develop and implement Company SMBE utilization plan.
- Continually solicit local subcontractors and MBEs during and after the bidding process to maintain client goals.
- Assist in Proposal organization and review.

*Contract Analyst/Administrator* *2006-2008*

- Assist in Pre-Event Request for Proposal preparation and overviews of all existing contracts
- Accounts receivable/payable oversight.
- Manage Subcontractor Database

*Data Management Analyst/Specialist* *2005-2006*

- Managed and maintained debris area databases, while organizing all debris ticketing and field certifications
- Implemented deductive reasoning and problem solving with field errors
- Maintained and analyzed all reconciliation records for the various debris locations
- Performed investigations into all discrepancies over payroll and hauling of Subcontractors
- Prepared final reconciliations between Municipalities and Subcontractors invoices for weekending payrolls

**Activations Worked:**

**Hurricane Idalia (2023)** 6 Activations in Florida and Georgia

**Tornados (2023)** 3 Activations in Texas and Arkansas

**Hurricane Ian & Nicole (2022)** 38 Activations in Florida

**December Tornadoes (2021)** 2 Activations in Kentucky

**Hurricane Nicholas (2021)** 7 Activations in Texas

**Hurricane Ida (2021)** 4 Activations in Mississippi & Louisiana

**Hurricane Zeta (2020)** 8 Activations in Mississippi & Louisiana

**Hurricane Delta (2020)** Activation in Texas

**Hurricane Sally (2020)** 10 Activations in Alabama & Florida

**Hurricane Laura (2020)** 8 Activations in Louisiana

**Tornado & Special Project (2019)** 2 Activations in Texas

**Tropical Storm Imelda (2019)** 1 Activation Montgomery Co, TX

**Hurricane Dorian (2019)** 2 Activations South Carolina

**Hurricane Michael (2018-20**) 61 Activations in Florida, Georgia

**Hurricane Florence (2018)** 21 Activations in North/South Carolina

**Hurricane Irma (2017)** 61 Activations throughout Florida

**Hurricane Harvey (2017)** 26 Activations throughout Texas

**Hurricane Matthew (2016)** 46 Activations up the East Coast

**Hurricane Hermine (2016)** 2 Activations in Florida

**Severe Storms, Flooding & Tornados (2015/16)**
Debris Removal Services for various municipalities

**Ice Storms Pax and Ulysses (2014)**
3 Activations over North and South Carolina

**Hurricane Sandy Debris Projects (2012/13)**
2 activations for Kitty Hawk, NC and State of New Jersey

**Hurricane Isaac Debris Projects (2012)**
9 activations over 3 States

**BP Oil Spill (2010/12)**
1,200 People and 700 pieces of equipment
Baldwin County, Town of Dauphin Island,
Cities of Gulf Shores & Orange Beach, AL

**Tornadoes April and May Outbreak (2011)**
Various activations over Alabama, Missouri and Florida

**Hurricane Irene Debris Projects (2011)**
24 activations over North Carolina & Virginia; Six additionally awarded

**Hurricane Ike Debris Projects (2008)**
36 activations over 3 states with over 200 Subcontractors activated

**Hurricanes Katrina, Rita & Wilma (2005)**
56 Activations over 5 states activating over 500 subcontractors for Debris Projects

## Education

- Bachelor of Science, Marketing/Minor in Mathematics — University of Alabama, Tuscaloosa, AL
- Associates Degree, General Studies — Faulkner State Community College, Bay Minette, AL



CROWDER GULF

# Section 5: LITIGATION AND TERMINATIONS



# Section 5: LITIGATION AND TERMINATIONS

CrowderGulf strives to maintain the utmost integrity and reputation in this industry. We have been very successful over the many years we have been in business but as any company can attest, being in business does allow a certain amount of exposure.

- **Litigation** - CrowderGulf has no open lawsuits and has no litigation filed against the Company or Key Personnel in the last five years. In addition, the most current Dun & Bradstreet Report for CrowderGulf identifies the total number of suits, liens, judgments and bankruptcy proceedings as zero. Due to our diligent efforts, we have been involved in very few litigation cases, none of any significance.

- **Bankruptcy –** CrowderGulf nor any of its principals have ever declared bankruptcy or had cause to reorganize under Chapter 11 or been put into receivership.

- **Criminal Violations or Convictions -** CrowderGulf nor any of its principals have ever had any Criminal Violations or Convictions.

- **Penalties** - CrowderGulf has never been terminated or debarred for default, non-performance or delay in the last 55 years of business.

- **Conflict of Interest -** CrowderGulf nor its ownership, officers, management or staff have a conflict of interest to disclose with the City at this time.

- **Code of Business Ethics**
  In mid-year of 2000, CrowderGulf adopted a written ***Code of Business Ethics*** that applies to all employees with special responsibilities on Foremen, Supervisors and Managers. The ethics program is in four parts: 1) The Ethic Logic; 2) Ethical Standards; 3) Ethics Policy; and 4) Ethics Training. The policy and standards are equally weighted on employees, contractors, subcontractors and consultants. *Our ethics plan is available upon request.*

- **Equal Opportunity Employer**
  CrowderGulf is an ***Equal Opportunity Employer***. It is our policy to provide employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

- **Drug Free Workplace**
  CrowderGulf is a participant in the ***National Drug Free Workplace Program***. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.



CROWDER GULF

# Section 6:
# COST DETAIL



**City of Plantation, FL**

*RFSP No. 001-25 for Disaster Debris Management and Removal Services – Term Conti*

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* CrowderGulf Joint Venture, Inc.

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost $ | Extended Cost $ |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | $160.00 | $22,400 |
| Crash Truck w/Impact Attenuator | 70 | HRS | $130.00 | $9,100 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | $140.00 | $9,800 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | $160.00 | $11,200 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | $170.00 | $11,900 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | $185.00 | $12,950 |
| Dump Truck, 16 +/- CY | 70 | HRS | $105.00 | $7,350 |
| Dump Truck, 20 +/- CY | 70 | HRS | $125.00 | $8,750 |
| Dump Truck, 38 +/- CY | 70 | HRS | $155.00 | $10,850 |
| Generator, 5.5 kW, List kW Capacity 5.5 kW | 70 | HRS | $15.00 | $1,050 |
| Generator, 200 kW, List kW Capacity 200 kW | 70 | HRS | $200.00 | $14,000 |
| Generator, 2,500 kW, List kW Capacity 2,500 kW | 70 | HRS | $1,500.00 | $105,000 |
| Light Plant with Fuel and Support | 140 | HRS | $45.00 | $6,300 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | $180.00 | $12,600 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | $165.00 | $11,550 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | $175.00 | $12,250 |
| Kunckleboom Loader | 140 | HRS | $295.00 | $41,300 |
| Lowboy Trailer w/ Tractor | 70 | HRS | $145.00 | $10,150 |
| Mobil Crane up to 15 Ton | 70 | HRS | $150.00 | $10,500 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $150.00 | $10,500 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $250.00 | $17,500 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $450.00 | $31,500 |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | $35.00 | $2,450 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $125.00 | $8,750 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $125.00 | $8,750 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $125.00 | $8,750 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $125.00 | $8,750 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | $450.00 | $63,000 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | $165.00 | $11,550 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | $175.00 | $12,250 |
| Truck, Flatbed | 70 | HRS | $95.00 | $6,650 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | $95.00 | $13,300 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | $130.00 | $18,200 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | $165.00 | $11,550 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | $175.00 | $12,250 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | $155.00 | $10,850 |
| **Equipment with Operator Extended Price:** | | | | $585,550 |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | $80.00 | $5,600 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | $65.00 | $4,550 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | $120.00 | $16,800 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | $45.00 | $6,300 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | $42.00 | $5,880 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | $65.00 | $4,550 |
| **Schedule 1 Extended Price:** | | | | $43,680 |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | $375.00 | $30,000 |
| **Crew Category Extended Price:** | | | | $30,000 |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | $9.70 | $19,400 |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | $9.70 | $970,000 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | $12.50 | $1,250,000 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | $16.00 | $1,600,000 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | $42.00 | $4,200,000 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | $4.75 | $950,000 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | $4.00 | $228,000 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | $5.90 | $336,300 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | $7.20 | $410,400 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | $8.50 | $484,500 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | $125.00 | $15,000 |
| 13 inch to 24.99 inch diameter | 70 | EACH | $225.00 | $15,750 |
| 25 inch to 36.99 inch diameter | 10 | EACH | $325.00 | $3,250 |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | $425.00 | $4,250 |
| 49 inch and larger diameter | 5 | EACH | $525.00 | $2,625 |
| Hanger Removal (per Tree) | 1900 | TREE | $95.00 | $180,500 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | $350.00 | $7,000 |
| 37 inch to 48.99 inch diameter | 15 | EACH | $450.00 | $6,750 |
| 49 inch and larger diameter | 1 | EACH | $550.00 | $550.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | $90.00 | $1,800 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | $45.00 | $900.00 |
| **Schedule 2 Extended Price:** | | | | $10,686,975 |
| | | | | |
| **GRAND TOTAL** | | | | $ 11,346,205.00 |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | $12.95 | $1,295 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | $45.00 | $2,250 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | $200.00 | $3,000 |
| Single Axle | 10 | EACH | $200.00 | $2,000 |
| Double Axle | 10 | EACH | $350.00 | $3,500 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | $2.00 | $20.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| Waterway debris remvoal - water based operations | 1 | CY | $98.00 | |
| | | | | |
| Disposal / tipping fees for all line items will be a pass through cost at no markup. | | | | |
| | | | | |
| | | | | |

# REVISED BID/PROPOSAL FORM

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**



CROWDER GULF

# Section 7: FINANCIAL & REQUIRED DOCUMENTS



**City of Plantation, FL**

*RFSP No. 001-25 for Disaster Debris Management and Removal Services – Term Conti*

# Section 7: FINANCIAL & REQUIRED DOCUMENTS

## Financial Capability

Financial strength is one of the most important aspects for the City of Plantation to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable, and we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

CrowderGulf has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. We understand that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices.

| | |
|---|---|
| **AGGREGATE BONDING CAPACITY** | **$1,000,000,000** |
| **SINGLE BONDING CAPACITY** | **$ 250,000,000** |
| **OTHER AVAILABLE FUNDING** | **$ 150,000,000** |

***Bonding***
**Sterling Seacrest Partners**
**Mr. Jim Congelio**
**3111 W. Dr. Martin Luther King Jr Blvd., Suite 350**
**Tampa, FL 33637**
**813-489-1183**

***Insurance***
**Pathway Insurance Group**
**Mr. Robbie Farmer**
**753 Nicholas Avenue**
**Fairhope, AL 36532**
**251-279-6373**

*See "Bank and Bonding Reference Letters" attached.*

*Audited Financial Statements can be provided upon request.*

## Insurance

CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *See Insurance Certification attached.*

## Equal Opportunity Employer

CrowderGulf is an ***Equal Opportunity Employer***. It is our policy to provide employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

## Drug Free Workplace

CrowderGulf is a participant in the ***National Drug Free Workplace Program***. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

REGIONS

January 10, 2024

Re: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the upper eight figures and a line of credit in the amount of $150,000,000.00.

If you have any questions, please contact me at 251-438-8059.

Sincerely,

Scottie Green
Vice President
Commercial Banking
scottie.green@regions.com

SHEILA E. BRYANT
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-27-2027

Sheila E Bryant 1-10-2024

11 N. Water Street, 29th Floor RSA Tower, Mobile, Alabama 36602

Post Office Box 11007
Birmingham, Alabama 35288

STERLING SEACREST PRITCHARD

3111 West Dr Martin Luther King Jr Boulevard, Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.sspins.com

January 22, 2024

RE: CrowderGulf Joint Venture, Inc.
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Pritchard is proud to represent CrowderGulf Joint Venture, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf Joint Venture, Inc. with single bond limits up to $250,000,000 and an aggregate program of $1,000,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard

James C. Congelio

State of: **Florida**
County of: **Hillsborough**
The forgoing document was acknowledged before me
the **22nd** day of **January**, **2024**.

Melissa Beckworth, Notary Public
My Commission Expires: **January 13, 2027**

NOTARY PUBLIC STATE OF FLORIDA
MELISSA BECKWORTH
MY COMMISSION # HH 334024
EXPIRES: January 13, 2027

PATHWAY
INSURANCE GROUP

RE: CrowderGulf LLC & CrowderGulf Joint Ventures, Inc.

To Whom It May Concern:

Pathway Insurance Group handles all insurance for CrowderGulf. The current coverages and limits carried by CrowderGulf are some of the highest in their industry and have been vetted by risk managers, municipalities, and other organizations throughout the country. We believe these limits are reasonable considering the scope of work performed by CrowderGulf. The insured also does an excellent job with its subcontractor program and vetting subcontracts and insurance limits maintained by their subcontractors. We are also in constant communication with the leadership at CrowderGulf regarding the state of the insurance marketplace and their activations.

However, in the event of an activation that warrants higher limit requirements, additional limits are readily available to CrowderGulf in the marketplace within 24-48 hours from our current insurance carriers as well as others in the market.

I have attached a sample of their current limits of coverage for your convenience. Please feel free to reach out to me regarding any questions related to the insurance for CrowderGulf.

Sincerely,

Robby Farmer
Vice President
Pathway Insurance Group LLC

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

# EQUAL EMPLOYMENT OPPORTUNITY

# AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
   A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
   B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.

2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
   Equal Employment Officer: Mary G. White
   Office #: 251-478-6848
   Email: hr@crowdergulf.com

3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.

6. All company facilities and activities shall be non-segregated.

7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".

8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.

9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.

10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.

11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

Ashley Ramsay-Hale

President

**Company ID Number:** 312220

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | CrowderGulf LLC / CrowderGulf Joint Venture, Inc. |
| **Company Facility Address** | 5629 Commerce Blvd E<br>Mobile, AL 36619 |
| **Company Alternate Address** | |
| **County or Parish** | MOBILE |
| **Employer Identification Number** | 010626019 |
| **North American Industry Classification Systems Code** | 562 |
| **Parent Company** | |
| **Number of Employees** | 20 to 99 |
| **Number of Sites Verified for** | 1 site(s) |

# GUARANTEE OF PROPOSAL

Name of Company: CrowderGulf Joint Venture, Inc

Street Address: 5629 Commerce Boulevard East

| Mobile | Alabama | 36619 |
|---|---|---|
| City | State | Zip |

Mailing Address: 5629 Commerce Boulevard East, Mobile, AL 36619

Phone No.: 251-459-7430 Fax#: 251-459-7433

Email Address: jramsay@crowdergulf.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: CGC1532476

State of Florida Corporation ID # (From Secretary of State): P02000095020

Federal Employer Identification Number (FEIN): 01-0626019

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

CROWDERGULF JOINT VENTURE, INC. CORPORATE SEAL 2006 ALABAMA

Ashley Ramsay-Naile
(Authorized Signature in Ink or Electronic)

Ashley Ramsay-Naile
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

11/22/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Ashley Ramsay-Naile, on this 9th day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

RFSP No. 001-25 Disaster Debris Management and Removal Services.

Addenda Numbers Received:

Addendum 1 - 11/01/2024

Addendum 2 - 11/22/2024

Addendum 3 - 12/042024

AUTHORIZED SIGNATURE: Ashley Ramsay-Naile

PRINTED NAME OF ABOVE: Ashley Ramsay-Naile

TITLE OF ABOVE: President

COMPANY NAME: CrowderGulf Joint Venture, Inc

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# ADDENDUM NO. 1

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 1, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** CrowderGulf Joint Venture, Inc

Ashley Ramsay-Naile

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# ADDENDUM NO. 2

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 22, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS:**

**Question No. 1** – Please provide me with the members of the evaluation committee for RFSP NO. 001-25 and their positions at the city

**Response No. 1 –** Matthew Thompson, Public Works Director (1- Chair),
Melissa Doyle, Division Manager, City of Fort Lauderdale (2), Danny Pollio, Utilities Director (3)

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** CrowderGulf Joint Venture, Inc

Ashley Ramsay-Naile

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# ADDENDUM NO. 3

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

**QUESTIONS AND ANSWERS:**

**Question No. 1** When was the last time the City had a contract activation for Debris Removal? How many CYs were removed?

**Response No.1** Last debris activation, Irma (4337) – total value of Cat A (debris removal) was $18,468,692.45.

**Question No. 2** Has the city determined which landfill(s) can be used? If so, please provide locations.

**Response No. 2** City is a party to Broward County ILA; additionally, City has an agreement with Bergeron Emergency Services

**Question No. 3** Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

**Response No. 3** See Scope of Services Section 2.1 (Contract Period) on page 27 of the solicitation

**Question No. 4** Can the City provide which contractor held the previous or holds the current contract for the services requested in this solicitation with pricing?

Ashley Ramsay-Hale

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**Response No. 4** a. Bergeron Emergency Services_ Secondary Contractor (See attached latest Amendment)

b. Crowder-Gulf Joint Venture, Inc_ Primary Contractor (See attached latest Amendment)

c. T.F.R. Enterprises, Inc dba T.F.R, Inc of Texas Tertiary

**Question No. 5** Will there be a public bid opening? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?

**Response No. 5** The City will have a public bid opening. However, at this time the City is not offering a virtual option. Only the name of the Proposer(s) will be read into record during the public proposal opening

**Question No. 6** How does the City/Town/County want us to calculate the $ amount for the bid bond? Or will listing "5% of the full amount of bid" on the bid bond be acceptable?

**Response No. 6** Listing 5% of the full amount of bid" on the bid bond would be acceptable.

**Question No. 7** The scope of work dictates that the debris resulting from the removal of hazardous trees and hanging limbs will have a unit rate per tree which includes hauling the resulting debris to DMS or final disposal site. This would require collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. If there is a major event, collection trucks will be more efficiently used if they could travel the ROW and pick up ALL debris rather than skipping piles and only following the tree crew. This also means that all resulting debris will have to be staged separately at the DMS to ensure no comingling of debris is allowed. There will be a need for additional equipment to manage the site segregated for hazardous tree work or there will be lost time in moving equipment between the two areas. Limited Debris Management Sites, their size and locations often make this scenario extremely difficult. The typical method is to price hazardous trees and hanging limbs as a "cut only" rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?

**Response No. 7** The City's interest is in ensuring appropriate documentation is available for FEMA. If vendor can meet that requirement, we will review the scope.

**Question No. 8** Does the City/County have a monitoring firm contracted? If so, which monitoring firm?

**Response No. 8** This City currently has a monitoring contract with Tetra Tech Inc. However, we are currently of soliciting for these services. This solicitation is currently posted on Demand Star, RFSP No. 002-25.

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**Question No. 9** Will the City allow respondents to provide their own Corporate Resolution document in lieu of the City provided form?

**Response No. 9** Yes.

**Question No. 10** Can the City confirm that 2 separate signed letters (Transmittal letter and Introductory Letter) are required with the proposal submittal?

**Response No. 10** The transmittal letter and introduction are not the same, they are both needed as per the sections on the pages you quoted.

**Question No. 11** The Emergency Road Clearance line item on the pricing sheet (below) has 100,000 CY. Should this line item be 72 hours and UOM Hourly? 2.Also, should this line item be moved above and included in the grand total for hourly pricing?

**Response No. 11** This has been updated to HOURLY. See revised bid form attached.

**Question No. 12** The Abandoned Vehicle Removal line items do not have a UOM. Should these be by the Each?

**Response No. 12** See revised bid form attached.

**Question No. 13** The ROW White Goods Debris on the price sheet (below) indicates at the bottom: Ancillary Options – These Items are not included in the Price Evaluation. Does this mean that the two-line items below are not included in the price evaluation?

**Response No. 13** See revised bid form attached. Ancillary options will not be evaluated.

**Question No. 14** Also, does the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers?

**Response No. 14** See section 4.4.10 of the Scope of Services

**Question No. 15** Can the City confirm that the Grand Total on the last page of the price sheet should include the total of the line items starting with Vegetative Debris (section 4.4.2) through Dead Animal Carcasses (section 4.4.14)?

**Response No. 15** See revised bid form attached. Grand Total on the last page of the price sheet should include all sub totals of all line items with the exception of Ancillary items.

**Question No. 16** Can the City clarify how the pricing will be evaluated? I.e. - does the City intend on adding up all extended cost (including hourly) to get a total figure to compare against other Proposers?

**Response No. 16** The City will utilize the Grand Total to calculate the score as it pertains to pricing.

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**Question No. 17** Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals.

**Response No. 17** This information is not currently available but a Notice will be posted on Demandstar website with this information once the City determines a date and time.

**Question No. 18** When will intent to award be made and how will it be communicated to proposers?

**Response No. 18** Intent to award will be publicly published via a City Council memorandum and it will be the reasonability of the Contractor(s)/Proposer(s) to monitor the City's public meetings

**Question No. 19** The Solicitation is asking for a public construction bond relating to improvements within 15 calendar days after contract signing. Would the City consider accepting a payment and performance bond in lieu of a public construction bond? In addition, these types of bonds are a hard cost for the Contractors to be paid on a contract that may not get activated. Would the City consider changing this requirement for this bond to be submitted within ten (10) days of receiving a notice to proceed?

**Response No. 19** Performance and/or Payment bond within 15 calendar days after contract signing is acceptable.

**Question No. 20** Page 10, Paragraph 20 indicates that awarded proposers may permit any municipality or other governmental agency to participate in this contract. Does the City have Memorandums of Understanding (MOU) or Mutual Aid agreements in place with other municipalities or other governmental agencies that allows the use of this contract to be utilized by those entities? If so, which ones?

**Response No. 20** No. The City does not have Memorandums of Understanding (MOU) or Mutual Aid agreements in place.

**Question No. 21** When was the last event that impacted the City which required activation and performance by the City's disaster debris contractor?

**Response No. 21** Last debris activation, Irma.

**Question No. 22** How many cubic yards was collected during that event?

**Response No. 22** Dollar value $18,468,692.45.

**Question No. 23** With a five-year contract term, will annual cost adjustments be permitted under the U.S. Bureau of Labor Statistics Consumer Price Index, Southeast Region (Miami, Ft. Lauderdale, West Palm Beach)?

**Response No. 23** See Scope of Services Section 2 "Contract Period"

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**Question No. 24** Page 51 of the solicitation states "The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida." Can the City please confirm if "municipal clients" generally refers to all governmental entities (e.g., cities, counties, districts, etc.)?

**Response No. 24** Yes. Municipal clients generally refer to all governmental entities (e.g., cities, counties, districts, etc.)

**Question No. 25** Emergency Road Clearance (based on Section 4.4.1)- This is typically immediately following the event to open the roads for safe passage and removing hazards. The pricing sheet has an estimated quantity and a unit of measure of cubic yards. This work is typically done and reimbursed using the hourly Personnel and Equipment pricing. This work is moving the debris blocking the ROW to the side to make the roads passable. The debris is later picked up by unit pricing. Since this Emergency work involved no measurement, it would be unable to be paid by the cubic yard. Would the City please remove this line item?

**Response No. 25** No, the line item will not be removed. See revised bid form attached.

**Question No. 26** Removal of Debris from City Parks and Facilities (based on Section 4.4.4)- This item states the removal of trees is included, but there is not a specific line item for Leaners, Hangers and Stumps on Parks and Facilities. Please clarify if the removal of leaners, hangers and stumps from parks and facilities will invoice the same rates for leaners, hangers and stump removal included in the pricing sheet for the CITY ROW rates.

**Response No. 26** Costing should be provided as requested in section 4.4.8. Leaners, hangers and stumps from parks and facilities will be invoiced at the same rates for leaners, hangers and stump removal included in the pricing sheet for the CITY ROW rates.

**Question No. 27** ROW White Goods Debris Removal (based on Section 4.4.10)- The description included the statement "Ancillary Options - These Items are not included in the Price Evaluation" Does this mean the White Goods only should not be included in the Grand Total?

**Response No. 27** See revised bid form attached. Ancillary Options should not be included in the Grand Total?

**Question No. 28** Other Debris Removal (based on Section 4.4.15)- Section 4.4.15 relates to the Contractor and Sub-Contractor not being allowed to accept other work from private citizens or others in the work area during the term. Any contractor performing other debris removal would be dismissed from working on the project. Please confirm what response is being requested to be provided. Should we leave this blank or simply confirm the understanding of Section 4.4.15?

**Response No. 28** This term is accepted once you submit a proposal.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** CrowderGulf Joint Venture, Inc.

Ashley Ramsay-Waite

# PROPOSER'S CERTIFICATION

**(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)**

STATE OF Alabama )

SS

COUNTY OF Mobile )

On this 22nd day of November, 2024, before me, the undersigned authority, personally appeared Ashley Ramsay-Naile, to me known to be the individual described in and who executed the foregoing instrument as President of CrowderGulf Joint Venture, Inc, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Ashley Ramsay-Naile

WITNESS my hand and official seal the date aforesaid.

Kerrie A Noll (Signature of Notary Public)

Kerrie A. Noll (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

**(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# CORPORATE RESOLUTION

I hereby certify that I, J. Anthony Dees, am the undersigned Secretary of CrowderGulf Joint Venture, Inc. (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 5629 Commerce Blvd. E Mobile, AL 36619. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 24th day of November, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Ashley Ramsay-Naile (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Disaster Debris Management & Removal Services (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 20 24

# CORPORATE RESOLUTION

CrowderGulf Joint Venture, Inc.

We the below mentioned officers of this Corporation, a _____ corporation, do certify that J. Anthony Dees (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Ashley Ramsay-Naile | | President | | |
| | | | | |
| | | | | |

CROWDERGULF JOINT VENTURE, INC. CORPORATE SEAL 2006 ALABAMA

This 9th day of December, 2024.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## DUNNE, SETH ADAM

CROWDER-GULF JOINT VENTURE, INC.
PO BOX 554
FAIRHOPE AL 36533

**LICENSE NUMBER: CGC1532476**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

1398

# *State of Florida*
# *Department of State*

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 10, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

***Secretary of State***

**Tracking Number: 6948156440CC**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 03,2024

CROWDER-GULF JOINT VENTURE, INC.
5629 COMMERCE BLVD. E.
MOBILE, ALABAMA 36619

**RE: CERTIFICATE OF QUALIFICATION**

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

**FDOT APPROVED WORK CLASSES:**
DEBRIS REMOVAL (EMERGENCY)

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

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

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

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
**HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification**

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

**Ron DeSantis**
Governor

**Jeanette Nuñez**
Lt. Governor

**Shawn Hamilton**
Secretary


August 14, 2024, 2024

Kerrie A. Noll
Crowder-Gulf Joint Venture, Inc.
5629 Commerce Blvd. East
Mobile, AL 36619

Dear Kerrie,

Effective August 14, 2024, Crowder-Gulf Joint Venture, Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2026.

If you have any questions regarding this prequalification please feel free to contact Laurinda Micheels by phone at (850) 245-2781 or via email at Laurinda.Micheels@FloridaDEP.gov.

Sincerely,

Ralph Perkins, FCCM
Program Administrator
Bureau of Design and Construction

SAM.GOV®

Requests Notifications Workspace Sign Out

Home Search Data Bank Data Services Help

# Entity Information

CROWDERGULF Active Registration

Unique Entity ID
**TTNUYNSBDQU4**

Your registration was activated on 2023-12-25. It expires on 2024-12-20, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

**Validate Entity**
Completed

**Get Unique Entity ID**
Completed

**Core Data**
Completed

**Assertions**
Completed

**Reps & Certs**
Completed

**POCs**
Completed

**Submit**
Completed

**Processing**
Completed

**Active**
Completed

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CrowderGulf Joint Venture, Inc.

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions.

5629 Commerce Blvd E

**6** City, state, and ZIP code

Mobile, AL 36619

Requester's name and address (optional)

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| 0 | 1 | – | 0 | 6 | 2 | 6 | 0 | 1 | 9 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** Ashley Ramsay-Naile **Date** 12/09/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Ashley Ramsay-Naile am the *(title)* President and the duly authorized representative of the firm of *(Firm Name)* CrowderGulf Joint Venture, Inc whose address is 5629 Commerce Boulevard East Mobile, Alabama 36619, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

N/A

Firm Name: CrowderGulf Joint Venture, Inc

Printed Name: Ashley Ramsay-Naile

Signature: Ashley Ramsay-Naile Title: President

Date: 11/22/2024

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of X physical presence or □ online notarization, this 11/22/24 (*date*) by Ashley Ramsay-Naile (*name of officer or agent, title of officer or agent*), of CrowderGulf Joint Venture, Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known (*type of identification*) as identification.

Kerrie A Noll
NOTARY PUBLIC

My Commission Expires: 08/15/2026

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

# FORMS

## FIRM PROFILE

1. Firm (or joint venture) Name & Address

CrowderGulf Joint Venture, Inc
5629 Commerce Boulevard East
Mobile, AL 36619

1a. Firm is X National ____ Regional ____ Local

FEIN # 01-0626019

1b. Firm is a County Certified Small Business ____ Yes X No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes X No

1d. Firm is a Certified Minority Business _____ Yes X No

1e. Licensed to do business in the State of Florida
X Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Ashley Ramsay-Naile, President
251-459-7430

1g. Address of office to perform work, if different from Item 1

(Same as Item 1)
5629 Commerce Boulevard East
Mobile, AL36619

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

48 Full Time Employees

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this joint venture previously worked together? ____ Yes ____ No

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:** CrowderGulf Joint Venture, Inc

1. PROJECT: 2022 Hurricane Ian DATE: 10/05/22-09/15/23

   LOCATION: Lee County, FL
   10500 Buckingham Rd.
   Fort Myers, FL 33905

   OWNER REPRSENTATIVE: Name: Amanda Condomina
   Title: Solid Waste Operations Manager
   Email: acondomina@leegov.com

2. PROJECT: 2020 Hurricane Laura DATE: 08/20-09/09/21

   LOCATION: City of Lake Charles, LA
   4331 E. Broad St.
   Lake Charles, LA 70615

   OWNER REPRSENTATIVE: Name: John Cardone / Karen Harrell
   Title: City Administrator / Dir. of Finance
   Email: jcardone@cityoflc.us / kharrell@cityoflc.us

3. PROJECT: 2023 Hurricane Idalia / 2022 Hurricane Ian DATE: 09/07/23-09/26/23 10/11/22-11/26/22

   LOCATION: City of St. Petersburg, FL
   400 Dr. MLK Street
   ST. Petersburg, FL 33713

   OWNER REPRSENTATIVE: Name: Barbara Stalbird
   Title: Asst. Director of Parks & Recreation
   Email: Barbara. Stalbird@stpete.org

Please see proposal for additional information on these References and Projects.

# REFERENCES

1. **Client:** **Lee County, FL** **POP: 739,224**
**Address:** 10500 Buckingham Rd, Fort Myers, FL 33905
**Contact:** **Amanda Condomina,** Ops. Manager, Solid Waste, o: 239-533-8000, c: 239-834-3505; **email:** acondomina@leegov.com
**Doug Whitehead,** Solid Waste Director 239-533-8917 dwhitehead@leegov.com
**Paul Flores,** Solid Waste Ops Manager, 239-533-8017, pflores@leegov.com
**Jason Fournier,** Public Utilities Mgr Cell: 239-229-5733, Ofc: 239-533-8000 jfournier@leegov.com
**Jim Bjostad,** Public Safety Em. Manager, Cell: 239-476-2147, Ofc: 239-533-0617, jbjostad@leegov.com
**Project Title:** ***2022 Tornado***
- Removed & Disposed: vegetation

***2022 Hurricane Ian*** *(10/05/2022-09/15/2023)*
- PUSH
- Removed & Disposed of vegetation, C&D, Hangers, Leaners, E-Waste, HHW, White Goods, Freon
- Reduction by Compaction and Grinding
- Monitored by Thompson

***2017 Hurricane Irma*** *(9/19/2017 – 01/14/2018)*
- Removed & Disposed: vegetation, C&D, Mulch, leaner/hangers (68,195 trees)
- Reduce by grinding (13 sites)

***2005 Hurricane Wilma*** *(10/2005-12/2005)*
- Removed & Disposed: vegetation, C&D, stumps (114)
- Reduced by grinding
- Special Projects: D*ebris Removal, Division of Natural Resources,(0*5/06-06/06) removed waterway debris

***2004 Hurricane Jeanne*** *(8/2004-12/2004)*
***2004 Hurricane Charley***
- Removed & Disposed: vegetation, C&D, stumps
- Reduced by grinding & burning

| Contract Value: | | CY Recovered & Reduced: |
|---|---|---|
| **2022 Tornado** | $86,985 | 9,665 |
| **Ian** | $134,141,231 | 6,265,404 |
| **Irma** | $26,000,276 | 2,024,742 |
| **Wilma** | $7,995,412 | 451,948 |
| **Jeanne/Charley** | $14,000,000 | 902,555 |

2. **Client:** **City of Lake Charles, LA** **POP: 77,117 / Calcasieu Parish**
**Address:** 4331 E. Broad St, Lake Charles, LA 70615 / 326 Pujo Street, 10th Floor Lake Charles, LA 70601
**Contact:** **John Cardone, Jr.** City Administrator Ofc: 337-491-1381 Cell: 337-794-1513 jcardone@cityoflc.us
**Karen Harrell**, Director of Finance, 337-491-1251, kharrell@cityoflc.us
**Project Title:** ***2021 Flooding & Severe Storms*** *(06/08/2021-07/28/2021)*
- Removed & Disposed: Vegetation, C&D, Mulch, White Goods, Refrigerator Contents, E-waste
- Reduced by Compacting & Grinding
- 3 Sites

***2020 Hurricane Laura*** *(08/2020-9/9/2021)*
- Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners, Stumps & White Goods, HHW, Refrigerator Contents
- Reduced by Grinding & Compacting
- 5 Sites
  - *Private Property Debris Removal (PPDR) Program (08/01/22-08/14/22)*

***2008 Hurricane Ike*** *(9/2008-10/2008)*
- Removed & Disposed: vegetation, C&D

| Contract Value: | | CY Recovered & Reduced: |
|---|---|---|
| **Flood** | $685,582 | 86,709 |
| **Laura** | $80,383,800 | 4,077,816 |
| **PPDR** | $201,140 | Lump Sum |
| **Ike** | $150,000 | 15,636 |

3. **Client:** **St. Petersburg, FL** **POP: 263,255 / Pinellas County**
**Address:** 400 Dr MLK Street, St. Petersburg, FL and 1400 19th Street, St. Petersburg, FL 33713
**Contact:** **Barbara Stalbird,** 727-612-6399 Barbara.Stalbird@stpete.org
**Michael Vineyard,** Park Operational Manager 1400 19 St. North St. Petersburg, FL 33713 727-892-5233 michael.vineyard@stpete.org
**Michael Jeffries**, Director of Parks and Rec, 727-892-5863, michael.jeffries@stpete.org
**Project Title:** **2023 Hurricane Idalia** (09/07/2023-09/26/2023)
- Removed & disposed of vegetation
- ROW C&D Direct
- Monitored by Tetra Tech

***2022 Hurricane Ian*** *(10/11/2022-11/26/2022)*
- Removed & disposed of vegetation
- Reduction by Grinding
- Monitored by Tetra Tech

***2017 Hurricane Irma*** *(9/16/2017-12/09/2017)*
- Removed & disposed of vegetation and mulch, reduction by grinding (1 site)

| Contract Value: | | CY Recovered & Reduced: |
|---|---|---|
| **Idalia** | $175,670 | 12,653 |
| **Ian** | $1,705,963 | 75,090 |
| **Irma** | $1,950,185 | 163,792 |

4. **Client:** **Village of Estero** **POP: 33,048 / Lee County**
**Address:** 9401 Corkscrew Palms Circle, Estero FL 33928
**Contact:** **Steve Sarkozy,** Village Manager, 239-221-5035, sarkozy@estero-fl.gov
**David Willems,** Public Works Director, Office 239-221-5035 willems@estero-fl.gov
**Project Title:** ***2022 Hurricane Ian*** *(09/30/2022-1/21/2023)*
- PUSH
- Removed & Disposed of vegetation, C&D, leaners, hangers, E-Waste, White Goods, Freon Removal
- Reduction by Compaction & Grinding
- Monitored by Rostan using Haul-Pass

***2017 Hurricane Irma*** *(9/22/2017-02/04/2018)*
- Removed & Disposed: vegetation

| Contract Value: | | CY Recovered & Reduced: |
|---|---|---|
| **Ian** | $6,064,755 | 301,061 |
| **Irma** | $30,998 | 1,595 |

5. **Client:** **City of Austin, TX** **POP: 931,831 / Travis County**
**Address:** 2211 East X Street, Deer Park, TX 77536
**Contact:** **Amy Slagle,** Resource Recovery Division Manager, 512-974-4302, amy.slagle@austintexas.gov
**Project Title:** ***2023 Ice Storm*** *(2/2023 – 04/14/2023)*
- Removed & Disposed: vegetation
- Reduced by grinding

| Contract Value: | | CY Recovered & Reduced: |
|---|---|---|
| **Ice Storm** | $6,380,065 | 506,766 |

6. **Client:** **Travis County, TX** **POP: 1,290,188 / Travis County**
**Address:** P O Box 1748, Austin, TX 78767
**Contact:** **Jennifer Winkler,** Senior Procurement Specialist, 512-854-9197, Jennifer.Winkler@traviscountytx.gov
**Dan Pacatte,** Park Forester 512-854-7275 Daniel.Pacatte@traviscountytx.gov
**Project Title:** ***2023 Ice Storm*** *(2/2023 – 05/17/2023)*
- Removed & Disposed: vegetation, hangers,& leaners
- Reduced by grinding

| Contract Value: | | CY Recovered & Reduced: |
|---|---|---|
| **Ice Storm** | $5,563,420 | 343,768 |

7. **Client:** **City of Panama City, FL** **POP: 36,986 / Bay County**
**Address:** 9 Harrison Ave, Panama City, FL 32402
**Contact:** **Shane Daugherty** Solid Waste Superintendent, 850-872-3172 Ofc. 850-814-5396 cell, sdaugherty@panamacity.gov
**Project Title:** ***2018 Hurricane Michael*** *(10/2018-09/15/2020)*

- PUSH Operations
- Removed & Disposed: vegetation, C&D, C&D Compaction, L&H, Stumps
- Special Projects – Right of Entry and Private Property Debris Removal Operations / Waterway, Drainage Ditches, Cemeteries, Parks
- Provided satellite phones
- Reduction by Grinding

***2004 Hurricane Ivan*** *(9/2004-10/2004)*

- Removed & Disposed: vegetation, C&D, Stumps (12)
- Reduced by burning
- Provided generators

***1995 Hurricane Opal***

- Removed & Disposed: vegetation, C&D
- Reduced by grinding

| **Contract Value:** | | **CY Recovered & Reduced:** |
|---|---|---|
| **Michael** | $81,562,445 | 3,971,295 |
| **Ivan** | $264,161 | 22,165 |
| **Opal** | $2,000,000 | 300,000 |

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RFSP No. 001-25.

2. This sworn statement is submitted by CrowderGulf Joint Venture, Inc (entity submitting sworn statement), whose business address is 5629 Commerce Blvd E, Mobile, AL 36619 and its Federal Employer Identification Number (FEIN) is 01-0626019. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: n/a.

3. My name is Ashley Ramsay-Naile (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ashley Ramsay-Naile
(Signature)

11/22/2024
(Date)

STATE OF Alabama

COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 22nd Day of November, 2024, by Ashley Ramsay-Naile, who is personally known to me or who has produced personally known as identification.

**NOTARY SEAL**

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

**NOTARY PUBLIC:**

SIGN: Kerrie A Noll

PRINT: Kerrie A. Noll
Notary Public, State at large
My Commission Expires: 08/15/2026

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Ashley Ramsay-Naile
Signature

Ashley Ramsay-Naile
Printed Name

CrowderGulf Joint Venture, Inc
Bidder Name

11/22/2024
Date

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Elizabeth Oates
Typed name: Elizabeth Oates

Mary Turner
Typed name: Mary Turner

**BIDDER:** CrowderGulf Joint Venture, Inc.

By: Ashley Ramsay-Naile

Name: Ashley Ramsay-Naile

Title: President

STATE OF Alabama

COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11/22/2024 (*date*) by Ashley Ramsay-Naile who is personally known to me or who has produced personally known as identification.

My commission expires: 08/15/2026

Kerrie A Noll
NOTARY PUBLIC

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CrowderGulf nor it's officers or employees have any business transactions, relationships or interests to disclose of at this time.

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CrowderGulf nor it's officers or employees have any business transactions, relationships or interests to disclose of at this time.

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Ashley Ramsay-Naile | 12/04/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Alabama

COUNTY OF Mobile

Before me, the undersigned authority, personally appeared Ashley Ramsay-Naile, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by CrowderGulf Joint Venture, Inc, (entity submitting sworn statement), whose business address is 5629 Commerce Blvd E, Mobile, AL 36619 and its Federal Employer Identification Number (FEIN) is 01-0626019. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A).

2. My name is Ashley Ramsay-Naile (please print name of individual signing), and my relationship to the entity named above is President, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of CrowderGulf Joint Venture, Inc, (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

Ashley Ramsay-Naile

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Alabama

COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 11/22/24 (*date*) by Ashley Ramsay-Naile (*name of officer or agent, title of officer or agent*), of CrowderGulf Joint Venture, Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known (*type of identification*) as identification.

My commission expires: 08/15/2026

Kerrie A Noll
NOTARY PUBLIC

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____
NOTARY PUBLIC

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X, C, U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Elizabeth Oates
**WITNESS**

Ashley Ramsay-Naile
**CONTRACTOR**

11/22/2024
**DATE**

CrowderGulf Joint Venture, Inc
**CITY OF PLANTATION**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/2024

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

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

| PRODUCER | CONTACT NAME: Nina Glover | |
|---|---|---|
| Pathway Insurance Group<br>753 Nichols Avenue<br>Fairhope AL 36532 | PHONE (A/C, No, Ext): (251) 279-6373 | FAX (A/C, No): |
| | E-MAIL ADDRESS: nina@pathwayinsgroup.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : The Gray Insurance Company - Best Rating A-VIII | 36307 |
| INSURED<br>CrowderGulf Joint Venture Inc./CrowderGulf LLC<br>5629 Commerce Blvd. E.<br>Mobile AL 36619 | INSURER B : Westchester Surplus Lines Insurance | |
| | INSURER C : Navigators | |
| | INSURER D : Lloyds of London | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** CL2461914728 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | | | XSGL-100090 | 07/01/2022 | 07/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>X OWNED AUTOS ONLY ☒ SCHEDULED AUTOS<br>X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | | | XSAL-100100 | 07/01/2022 | 07/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB ☒ OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | HO24LIA15303401 | 07/01/2024 | 07/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 11,000,000<br>$ 11,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | GWC-100173 | 07/01/2022 | 07/01/2025 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Contractors Pollution Liab. Coverage<br>Includes Transportation Poll Cov. End. | | | G71538825 003 | 07/01/2023 | 07/01/2025 | Each Pollution Condition<br>General Aggregate Limit | 5,000,000<br>5,000,000 |

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

D-Professional Liability- Claims Made - Lloyds of London - LL00226-02 10/15/2023 - 10/15/2024 2,000,000 Per Occurrence / 2,000,000 General Aggregate

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall primary & noncontributory to any other insurance policies maintained by the certificate holder, when required by written contract

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Fill in Form

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No.: **N/A**

CONTRACTOR:
Name: **CrowderGulf Joint Venture, Inc.**
Legal Status: **Corporation**
Address: **5629 Commerce Blvd. East**
**Mobile, AL 36619**

SURETY:
Name: **Travelers Casualty and Surety Company of America**
Legal Status: **Corporation**
Principal place of Business: **One Tower Square**
**Hartford, CT 06183**

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT:$ **5%** **Five Percent of Amount Bid**

PROJECT:
**Disaster Debris Management and Removal Service - Term Contract** Name, Location, Project Title
**RFSP No. 001-25**

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: **December 10** , 20**24** .

**CrowderGulf Joint Venture, Inc.**
(Name of CONTRACTOR)
By: Ashley Ramsay President
(As Attorney in Fact) **James C. Congelio**

**Travelers Casualty and Surety Company of America**
(Name of Surety)

CROWDERGULF JOINT VENTURE, INC. CORPORATE SEAL 2006 ALABAMA

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.


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TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES C CONGELIO** of **TAMPA** , **Florida** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I **Kevin E Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **December** , **2024** .

_____
Kevin E Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

# PUBLIC CONSTRUCTION BOND

**TO BE RETURNED WITH PROPOSAL**

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §*255.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §*255.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

To be completed after award of contract

*Supplemental Form*

# PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of _____(Phone:_____), as Principal and _____, a corporation, having a principal street address of _____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated_____, 20___, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20 .

_____
(Name of Principal)

By:_ (As Attorney in Fact)

_____
(Name of Surety)

# FEMA REQUIREMENTS

**TO BE RETURNED WITH BID**

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
   a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
   b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
   a. Time Cards
   b. Daily work reports for every employee, by each separate FEMA category of work
   c. Daily equipment use, by each separate FEMA category of work
   d. List of all supplies and materials used, by each separate FEMA category of work
   e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors

are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders

and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law.

Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: CrowderGulf Joint Venture, Inc

By (sign): Ashley Ramsay-Naile

Print Name: Ashley Ramsay-Naile, President

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Alabama

COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 11/22/24 (*date*) by Ashley Ramsay-Naile (*name of officer or agent, title of*

*officer or agent*), of CrowderGulf Joint Venture, Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known (*type of identification*) as identification.

My commission expires: 08/15/2026

NOTARY PUBLIC

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____

NOTARY PUBLIC

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged. **Proposer's Name:** CrowderGulf Joint Venture, Inc **Date:** 12/06/2024

**Base Proposal Total:** $11,346,205.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Disadvantaged Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Certificate of Insurance Requirements Form
- ☑ Bid Bond
- ☑ Forms A-1 & Firm Profile
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ FEMA Requirements
- ☑ Public Construction Bond At Award

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

N/A

Signature: Ashley Ramsay-Naile Printed Name: Ashley Ramsay-Naile

Mayor John Wright

Travis Townsend
Mayor Pro Tem
Position 2

Christiene Daniel
Council Member
Position 1

Terry Roberts
Council Member
Position 3

Cecil Booth
Council Member
Position 4

Tanner Sartin
Council Member
Position 5

Chris Whittaker
City Manager

Michelle Perez
City Secretary

September 23, 2024

To Whom It May Concern;

As the City of Angleton nears the end of debris management, I want to express my gratitude for Crowder Gulf as a company and for the exceptional employees I have worked with during this challenging time.

Despite the inevitable challenges of managing a disaster, every contact I made with Crowder Gulf consistently went above and beyond. They promptly addressed every phone call and concern, and our professional relationship has led to multiple referrals to other organizations.

Every member of Crowder Gulf and Hauling Away has made a lasting impact on our city. Their hard work and commitment have been tremendously valuable and have significantly improved our community. We deeply appreciate their support and consider them integral members of our community.

I have received many phone calls from our citizens who commended and loved the care they took when picking up their debris. Often, it was mentioned how they would rake the area and pick up the smallest of items.

Our city has faced two storms this year, and Crowder Gulf has been a steadfast partner throughout these events. Their unwavering professionalism and exceptional customer service have consistently left a positive impression.

While we look forward to the possibility of working with you again in the future, we hope it is not anytime soon.

Sincerely,

*Jamie Praslicka*

Jamie Praslicka
Emergency Management Coordinator

**Letter of Recommendation**

March 6, 2023

Crowder Gulf
5435 Business Parkway
Theodore, AL 36582

It is my please to write a letter of reference for Crowder Gulf. I had the opportunity to work with Crowder Gulf staff during the Winter Storm Mara (2023) recovery efforts in Austin, Texas.

Crowder Gulf and its employees are very knowledgeable in the disaster process of debris removal. They understand FEMA regulations and requirements and communicated the cleanup and recovery steps throughout the event. The staff we interacted with directly with were compassionate and considerate of the situation the community was facing.

Desiree and her team were reliable, organized and executed their tasks with efficiency and timeliness. Their integrity as a company was evident throughout the event and played a critical role in helping Austin recover from Winter Storm Mara. I would recommend them for their services as a debris contractor.

If you have any questions, please do not hesitate to contact me at amy.slagle@austintexas.gov.

Amy Slagle
Amy Slagle [Mar 6, 2024 12:08 CST]

Amy Slagle
Acting Assistant Director
City of Austin
Austin Resource Recovery

Sarasota County

Solid Waste

4000 Knights Trail Rd.
Nokomis, FL 34275
941-861-5000
scgov.net

March 1, 2024

To Whom It May Concern:

RE: Crowder-Gulf Joint Venture, Inc.

Please accept this letter of reference for Crowder-Gulf Joint Venture, Inc. (Crowder-Gulf), as a contractor to Sarasota County for disaster debris collection, reduction and disposal services. During recovery operations from Hurricane Ian, Crowder-Gulf collected, reduced and disposed of over 1.4 million cubic yards of vegetative, construction & demolition, and mixed debris from right-of-ways, waterways, and county-owned lands. Crowder-Gulf also operated multiple debris management sites and oversaw debris removal from public drop-off sites. Crowder-Gulf performed these services in an efficient, effective manner, while continually communicating with the County, providing progress updates and offering suggestions for process improvements. I recommend Crowder-Gulf as competent, results driven, contractor for your disaster debris collection, reduction and disposal needs.

Sincerely,

Lois Rose
Administrative Agent, Contract 2021-188

# Aransas County Airport Services

Mike Geer
Aransas County Airport
December 12, 2023

To Whom It May Concern,

I am writing to highly recommend Crowder-Gulf as a debris management contractor based on our positive experience with them in the aftermath of Hurricane Harvey. As the Airport Manager for Aransas County, I had the opportunity to collaborate with Crowder-Gulf months before the hurricane struck, as we recognized the need for a reliable debris management partner in the event of a major storm.

Little did we anticipate that Hurricane Harvey, a Category 4 hurricane, would soon put our preparations to the test. Upon initiating our contract with Crowder-Gulf, Wilber Ledet and his team demonstrated exceptional professionalism and expertise. They promptly mobilized their trucks and crews, strategically identified debris collection sites, and efficiently managed the overwhelming challenge that lay before us.

What stood out most during our collaboration with Crowder-Gulf was their unwavering commitment to delivering on their promises. They executed their tasks with remarkable efficiency and timeliness, exceeding our expectations. Their integrity as a company was evident throughout our partnership, and their dedication played a crucial role in helping Aransas County recover from the devastating impacts of Hurricane Harvey.

I have no hesitation in recommending Crowder-Gulf as a reliable and effective debris management contractor. Their experience, leadership, and commitment to excellence make them a valuable partner in times of crisis.

Sincerely,

Mike Geer



Aransas County Airport Manager
817-480-8861

# Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR

P.O. Box 44243
BATON ROUGE, LOUISIANA 70804-4243
(225) 342-7009

November 27, 2023

To Whom it May Concern:

Being prepared for weather events on all fronts, including emergency work and rapid response and recovery, takes planning. Every disaster has one thing in common, debris.

In most cases, local public works will not have the capacity to rapidly clean up your streets after a storm. Pre-disaster contracting for these services is imperative as it allows parishes to maintain standing to receive and process federal or state funding. CrowderGulf is a national family-owned debris management firm based in Mobile, Alabama with offices in Louisiana. They have over 52 years of experience in helping communities recover from disasters, including every hurricane across the Gulf Coast.

CrowderGulf's management team includes previous FEMA directors, emergency managers, and debris specialists that understand LDEQ permitting issues. They work with your debris monitors to maintain OSHA compliance and ensure that sites meet federal guidelines to retain FEMA eligibility. CrowderGulf's Louisiana Regional Director, Bill Doran, has over twenty years of experience with the State of Louisiana as the Operations Director and is a Retired Colonel in the Louisiana National Guard. He also has prior experience with FEMA at an executive leadership level. I personally have worked with him at both GOHSEP and FEMA as the Federal Coordinating Officer assigned to Louisiana. For more information, reach out to Mr. Doran at (225) 456-1752.

If I can be of assistance to you in any way, please don't hesitate to call.

Sincerely,

Billy Nungesser
Lieutenant Governor

WHN/hh

Warren County Public Works

1141 State Street, Suite 202
Bowling Green, KY 42101
(270) 843-5363

May 17, 2022

Mr. Holmes,

I would like to thank Crowder Gulf and its sub-contractors for their thorough, high-quality performance with debris management after the December 2021 tornados in Bowling Green, KY. I especially appreciated their patience with us, having not dealt with a disaster of this intensity in recent memory. As Assistant Director of Warren County Public Works, I've had many experiences with disorganized, underprepared, disengaged contractors. Crowder Gulf was the complete opposite. They were particularly strong in their dealings with citizens and covered the area of widespread damage in Warren County efficiently and to a high standard.

The communication between our office and Crowder Gulf, specifically Howard Tuner, Barton Holmes, and Barrett Holmes, was a pleasant experience. Clear answers were provided to our requests and questions as quickly as possible. Additionally, they would efficiently provide information when there were any issues or complications on their end, problem-solving with our office. I felt comfortable deferring to Crowder Gulf's experience with disaster relief throughout the time we were working with them. Had we not partnered with Crowder Gulf, we would likely still be cleaning up large amounts of debris.

Having their support was invaluable in beginning to rebuild our community swiftly and to a high standard. All factors in the relief process were accounted for in their time with us – pace of removal, cost, safety for residents and contractors, documentation, and more. The clear presence of crews out in the areas needing relief was a comfort to our community who wanted to return to some level of normal in Warren County.

I sincerely appreciate all the work that Crowder Gulf performed for us. I am comfortable saying that should we happen to experience an event of this magnitude in the future, I would reach out to Crowder Gulf immediately for assistance with confidence that they would do the job well.

Sincerely,

Nikki Koller
Assistant Director
Warren County Public Works
270-846-9030

Vacant
**Public Works Director**
Melissa Cansler, P.E.
**City Engineer**
David Delp
**Operations Manager**

# City of Bowling Green
## Public Works Department

**1011 College Street | P.O. Box 430 Bowling Green, KY 42102-0430**
**Phone: 270-393-3628 Fax: 270-393-3050**
**Web Address: www.bgky.org/publicworks**

Matt Powell
**Environmental Manager**
David Hehner
**Facilities Coordinator**
Denise Gilland
**Fleet Manager**

Re: CrowderGulf Debris Response

On December 10-11th of 2021 Bowling Green was struck by two tornados. In the coming days we would learn that 17 people had died and more than 1,100 homes and businesses were damaged or destroyed. We retained CrowderGulf for disaster debris collection and disposal through an emergency purchase authorization. CrowderGulf's project manager Mr. Howard Turner was on his way to our City before the contract was in place.

The moment he arrived he went to work setting up multiple debris management sites and working out a collection plan that we relied on for the coming months. The first collection trucks were on our roads that Saturday, exactly seven days after the storm.

Throughout the entire process Howard and the CrowderGulf team supported and guided me through the intricacies of operating within the confines of FEMA's rules. Ensuring that not only did the City spend our funds efficiently and wisely, but also secure in the knowledge that our expenses would be eligible for reimbursement. I relied on Howard as we supervised the work, collecting and disposing of over 220,000 CY of debris in under 60 days.

Howard answered my calls anytime day or night, and never tired of walking through the process with me. That support enabled me to make informed decisions.

Howard's dedication to the victims of our disaster and our community was equal to our own. He ensured that our citizens were informed and cared for. CrowderGulf's debris management contractor was a master of the craft operating an impressive yard that seemed to effortlessly keep pace with the hundreds of trucks arriving with more debris each day. The collection truck drivers became part of the neighborhoods they served. I was consistently surprised to find that our residents knew the names of the drivers and crews that were servicing their streets.

CrowderGulf exceeded every expectation we had for a contractor. They are always welcome back in this community. I welcome any inquiries about the work they did here.

Regards,

Matt Powell

Public Services Department · 748 E. Cleveland Street · Apopka, Florida 32703
Phone (407) 703-1731

April 11th, 2023

To whom it may concern:

Crowder Gulf Joint Ventures assisted the City of Apopka with the debris removal following hurricane Ian. Representatives arrived at the City's Public Services offices early the morning after, before the rain and winds subsided to check in with us. Under the guidance of Sam Roberts, we met to discuss the operation plan and they set up the debris site and were underway with the debris removal within a few days. There field crews were very safe, efficient and friendly. I did not receive a single complaint about damage caused by the collection trucks. Sam was in daily communication with me and was always a text or a phone call away to address any question and he is very knowledgeable of FEMA requirements. The office staff is very knowledgeable and responsible and never failed to follow up on any request. I would highly recommend Crowder Gulf to any municipality looking for a disaster debris removal contractor.

Sincerely,

Josh Robinson
City of Apopka
Public Service Operations Manager
748 East Cleveland Street
Apopka, FL 32703
407-703-1625

CITY OF
KISSIMMEE
1883

Mr. Ashley L. Willis
Acting Public Works Director / City Engineer
101 Church Street
Kissimmee, Florida 34741

Date: April 11, 2023

To Whom It May Concern,

The City of Kissimmee recently completed the debris clean up of its City right of ways and ditches from the after math of Hurricane Ian. Crowder Gulf is our primary Debris Removal Contractor currently under contract with the City. From the very early stages of the operations, Crowder Gulf was easy to work with and very responsive. The City highly recommends their services relative to debris cleanup and removal.

Sincerely,

Ashley L. Willis

Public Works & Engineering
101 Church Street, Suite 301 | Kissimmee, Florida 34741 | 407.518.2170 | Fax 407.518.2165

March 31, 2023

CrowderGulf
5435 Business Parkway
Theodore, AL 36582

Re: Hurricane Ian Disaster Response and Debris Removal – Letter of Recommendation

Dear Drew:

On behalf of the City of Venice and the entire Public Works Department, we are honored to provide this letter of recommendation regarding the debris removal services provided during the disaster relief efforts after Hurricane Ian. We would like to take this opportunity to thank you and your staff for the exceptional customer service provided before, during and after the storm.

The services provided by CrowderGulf were professional, diligent, timely, efficient and most certainly effective. CrowderGulf provided detailed and accurate documentation and was available to assist, without hesitation, the entire duration of contract and thereafter if needed.

We would like to commend Drew Sprinkle and the CrowderGulf team for their dedication and continued efforts throughout the disaster recovery process. Should the City of Venice need debris removal support in the future, we would gladly pursue CrowderGulf's assistance. With that, it is with the upmost confidence that we would recommend CrowderGulf for debris removal services after a natural disaster.

Sincerely,

Rick Simpson and Ashlee Castle
Director of Public Works and Assistant Director of Public Works
941-486-2422
rsimpson@venicefl.gov/acastle@venicefl.gov

st.petersburg
www.stpete.org

January 11, 2023

Don Madio
Regional Manager
CrowderGulf
5629 Commerce Blvd. E
Mobile, AL 36619

Bryan M. Eichler
Assistant Director
Parks & Recreation, City of St. Petersburg
1400 19th Street North
St. Petersburg, FL 33713

To Whom It May Concern,

The City of St. Petersburg has worked with CrowderGulf for debris removal services for over 5 years. In that timeframe they have assisted the city with the clean-up operations after Hurricane Irma and most recently after Hurricane Ian. In both operations CrowderGulf proved itself to be a reliable partner for the city and executed all its obligations under our continuing services agreement. On top of that they provided excellent communication throughout the whole process and effectively cleaned up the city on both occasions. In our experience working with CrowderGulf, they have always come to the City of St. Petersburg's assistance when they are needed most for our residents and greater community. We would happily recommend their services to other communities and plan to continue our relationship with them into the future.

Sincerely,

Bryan M. Eichler, MPA
Parks and Recreation, Assistant Director
City of St. Petersburg

City of St. Petersburg
Parks & Recreation Department
1400 19th Street North
St. Petersburg, FL 33713-5729
O: 727-893-7869

The City of Clute
108 E. Main Street ~ Clute, Texas 77531
Phone: 979-265-2541
www.clutetexas.gov

May 12, 2022

CrowderGulf
5629 Commerce Blvd East
Mobile, AL 36619

**RE: DEBRIS REMOVAL LETTER OF REFERENCE**

To Whom It May Concern:

The City of Clute, Texas has worked with CrowderGulf for a number of years as our Disaster Debris Removal Contractor. Most recently, the City contracted with CrowderGulf to remove vegetative storm debris after Hurricane Nicholas in September 2021.

In the days and weeks following Hurricane Nicholas making landfall near Sargent, TX in September 2021, CrowderGulf removed nearly 40,000 cubic yards of storm debris from our public rights-of-way. The CrowderGulf team, led by Clayton Young were a pleasure to work with. Clayton was in contact with us daily from the time we realized Nicholas was a threat to our city, until the final piece of debris was picked up and all paperwork was complete.

The biggest challenge with Hurricane Nicholas was there was no Presidential Disaster Declaration, and therefore, no Public Assistance funds were available from FEMA to help with the response and recovery aspects after the storm. Clayton and CrowderGulf worked with us to ensure we were able to get our City cleaned up quickly and economically. Any questions or concerns we had we promptly answered or resolved.

I am very pleased with the quality of work, the timely communications, and the overall skill and knowledge of the debris removal process that was exhibited by the CrowderGulf team. I would highly recommend them to anyone without reservations.

Sincerely,

Will Blackstock
Deputy Emergency Management Coordinator
City of Clute, Texas

201 S. Main St.
Brazoria, Texas 77422

Ph: (979) 798-2489
Fax: (979) 798-2018

May 10, 2022

Clayton Young
CrowderGulf LLC
Texas Regional Manager

Re: Reference Letter

Dear Sir or Madam,

It is hard when you have a hurricane and your city is full of brush and debris from trees that did not survive the storm. When you have a contractor that works with you and does great work like CrowderGulf it takes a lot of stress off the city. We have a three year contract with CrowderGulf which we only have one year left and hope to have another three year contract in the future.

When you are looking for a contractor for your city we recommend CrowderGulf. They will do a great job.

Sincerely,

Sheila Williams
City Manager
City of Brazoria

# THE CITY OF LAKE JACKSON

25 OAK DRIVE • LAKE JACKSON, TEXAS 77566 • 979-415-2400 • FAX 979-297-0021


May 8th, 2022

ATT: Clayton Young
Texas Regional Manager
CrowderGulf LLC.

Re: Letter of Reference

The City of Lake Jackson is pleased to recommend CrowderGulf, LLC as a disaster recovery and debris management company. We used them most recently at the end of 2021 to clean up debris from Hurricane Nicholas. They provided service to our city quickly and efficiently. They were easy to work with and always willing to take our requests into consideration and implement them if possible. We have contracted with them for the past five years and have had no complaints with their services. We are in the process of bidding out our disaster recovery contract and would have no hesitation to award them another contract if they were the successful bidder.

Sincerely,

Sabrina England

Sabrina England
Director of Public Works
City of Lake Jackson, TX

CC: Modesto Mundo, City Manager

**BALDWIN COUNTY**
**SOLID WASTE DEPARTMENT**
**15140 County Road**
**Summerdale, Alabama 36580**

**www.baldwincountyal.gov**

**Terri Graham**
Development & Environmental Director
(251) 972-6878
tgraham@baldwincountyal.gov

April 13, 2021

Crowder Equipment Corporation
d/b/a Crowder Gulf Joint Venture, LLP
5540 Business Parkway
Theodore, AL 36528

Reference: FEMA DR4563 - Hurricane Sally

Mr. Sam Roberts,

Hurricane Sally made landfall in Baldwin County on September 16, 2020. In response to the magnitude of the damage the Baldwin County Commission issued a Notice to Proceed, September 17, 2020, to Crowder Gulf for the mobilization of equipment, personnel, and supplies to assist with debris removal operations as a result of Hurricane Sally. Over the duration of the debris removal operations Crowder Gulf collected 4,425,281 cubic yards of debris from the rights-of-way throughout Baldwin County. This cleanup effort would not have been possible without the resources allocated to Baldwin County by Crowder Gulf. At this time Crowder Gulf has met all contractual field operation obligations and can demobilize equipment, personnel, and supplies as necessary for project completion. Administrative support, invoicing and reconciliation of project data will continue over the next several weeks. We are appreciative of all the efforts made by you and the many members of your team, thank you will never be enough for what has been done to restore Baldwin County in such a short time.

Sincerely,

Terri Graham

Cc: Wanda Gautney, Purchasing Director
Joey Nunnally, County Engineer

CITY OF GULF SHORES ALABAMA

SMALL TOWN, BIG BEACH

March 17, 2021

Mr. Reid Loper, Vice President
CrowderGulf, LLC
5629 Commerce Blvd. East
Mobile, AL 36619

**RE: Disaster Debris Removal and Disposal – Hurricane Sally, City of Gulf Shores**

Dear Mr. Loper,

On September 16, 2020 the City of Gulf Shores was devastated by the effects of Category 2 Hurricane Sally. With our unique mix of waterfront property, wetlands, residential, and commercial areas we knew clean-up would be an expansive project. We immediately called on our pre-existing contract with CrowderGulf. Your crews hit the ground running immediately and within 48 hours our entire debris removal and disposal operation was running full speed ahead.

We attribute your crew's ability to move in so swiftly to the preparations done by our project manager, Drew Sprinkle. He was in constant contact with us in the days leading up to the storm and remained one of our strongest assets throughout the recovery process. Drew was courteous, professional, prompt, and displayed true empathy to the members of our community that he came in contact with. Drew was an honest and upfront liaison between The City of Gulf Shores and CrowderGulf; we could not have been more impressed.

Because of your company's responsiveness and Drew's leadership we were able to complete debris removal and disposal by the first of this year, 2021. A mere 4 months after Hurricane Sally's landfall. This cleanup project could have easily taken years without the assistance of your company. We are exponentially thankful to CrowderGulf for your professionalism and commitment to The City of Gulf Shores disaster recovery. It was a true pleasure working with your team.

Sincerely,

Noel Hand
Public Works Director

**Robin LeJeune**
Mayor

Daphne
ALABAMA

**Ronnie Huskey**
Public Works Director

March 16, 2021

CrowderGulf, LLC
Attn: Leigh Anne Ryals
5629 Commerce Blvd East
Mobile, AL 36619

**RE: City of Daphne - Debris Removal Services**

Dear Leigh Anne:

As you are well aware, Hurricane Sally brought many challenges to Daphne including the scattering of hundreds of thousands of cubic yards of vegetative debris across the city. CrowderGulf was quick to respond in the beginning of that disaster and did not stop working until all debris had been removed. Their knowledge and expertise in the field of disaster debris removal was excellent and they came along side the city to help restore the way of life citizens have come to love living in Daphne.

We appreciate CrowderGulf and all their efforts of recovery after Hurricane Sally and would recommend their services to others without hesitation.

Respectfully yours,

William Eringman, P.E.
Deputy Public Works Director

**ALABAMA**
**DEPARTMENT OF TRANSPORTATION**

SOUTHWEST REGION
**OFFICE OF REGION ENGINEER**
1701 I-65 WEST SERVICE ROAD NORTH
**MOBILE, ALABAMA 36618-1109**
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

*Kay Ivey*
*GOVERNOR*

*John R. Cooper*
*TRANSPORTATION DIRECTOR*

February 2, 2021

Mr. Reid Loper
Vice President
CrowderGulf, LLC
5629 Commerce Blvd. East
Mobile, AL 36619

Dear Mr. Loper:

Re: Hurricane Sally Debris Cleanup
Southwest Region – Mobile Area

Due to the impact of Hurricane Sally across the Alabama Gulf Coast, the Southwest Region – Mobile Area became the first ALDOT area to enact their in-place FEMA debris monitoring and removal contracts. Knowing it was ALDOT's first time dealing with FEMA debris, CrowderGulf and Project Manager Barrett Holmes were not only on site and meeting with ALDOT personnel within 48 hours but were also extremely forthcoming and professional with information and communicated extremely well.

Following landfall, ALDOT came up with a schedule of when to begin debris removal, and CrowderGulf was willing to begin operations early to coordinate and work with some of our local municipalities. The dedication and work ethic from your organization and Project Manager, allowed this first attempt at FEMA debris cleanup to be completed in a little over four months.

The Alabama Department of Transportation would like to thank CrowderGulf for the work performed and making our first ever FEMA debris cleanup project a success.

Sincerely

Donald C. Powell, P.E.
Mobile Area Operations Engineer

DCP/dcp

c: File

Sherry Sullivan
Mayor

Richard D. Johnson, PE
Public Works

January 7, 2021

Mr. Reid Loper, Vice President
CrowderGulf, LLC
5629 Commerce Blvd. East
Mobile, AL 36619

**RE: Disaster Debris Removal and Disposal – HC Sally - City of Fairhope**

Dear Mr. Loper:

The City of Fairhope was devastated by the landfall of Hurricane Sally on September 16, 2020. Much of the destruction was related to windborne vegetative debris. It was everywhere. In hindsight, we were so fortunate to have a pre-placed contract with CrowderGulf to handle the City's disaster debris removal and disposal. Your team was in constant contact with the City during the preparedness phase, was mobilized during the earliest hours of the response phase and have stayed at our side through the entirety of the recovery phase. We could not have asked for a better partner in putting Fairhope back together post Hurricane Sally.

I cannot say enough about our Project Manager, Howard Turner. He is a consummate professional, dedicated to his mission and a kind gentleman. I have work with many Contractors whose work product is outstanding yet their "Customer Service" (i.e. Citizen Relations) are lacking. I am accustomed to serving in a liaison role to smooth over the natural conflicts that arise when our Citizens feel inconvenienced or put out by the disruptive nature of a project's cycle. Howard not only wanted to take an active role in addressing these complaints, but he also relished the opportunity to win over the hearts and minds of our Citizens during this difficult time. Howard made a great deal of friends in his time with us.

The City of Fairhope was able to start debris recover early and we finished first in the region because CrowderGulf was on our team. I appreciate CrowderGulf"s professionalism and dedication to the City of Fairhope's disaster recovery. It was a pleasure working with your team during this recovery process. If I can ever be of assistance, do not hesitate to contact me.

Yours,

Richard D. Johnson, P.E.
Director of Public Works

cc: Howard Turner, PM GC
File

Alexandria
Louisiana

October 23, 2020

Ashley Ramsay-Naile
Crowder Gulf
5629 Commerce Blvd. East
Mobile, AL 36619

Dear Ms. Ramsay-Naile:

I would like to take this opportunity to tell you how very thankful and appreciative myself and our citizens were for Crowder Gulf's help in the aftermath of Hurricane Laura.

Because you generously sent manpower, we were able to quickly begin the process of cleaning up debris and mitigating the damage to our infrastructure. This prevented most of our citizens from having to suffer a prolonged period without power in very hot and humid southern heat.

Also thank those staff members at Crowder Gulf who stayed behind and covered these crews so that they were able to come here. The dedication of these workers is something our citizens do not take for granted. We can never thank you enough for your help.

Sincerely,

Jeff W. Hall
Mayor, City of Alexandria

Jeffrey W. Hall
Mayor

Office of the Mayor
Post Office Box 71
Alexandria, Louisiana 71309-0071
Tel (318) 449-5000 · Fax (318) 449-5229
e-mail: mayor@cityofalex.com

BOARD *of* COUNTY COMMISSIONERS

Phone (850) 482-9633
Fax (850) 482-9643
www.jacksoncountyfl.net

Administration Building
2864 Madison Street
Marianna, Florida 32448-4021

July 6, 2020

Don Madio, Regional Manger
Crowder Gulf
5629 Commerce Blvd. E
Mobile, AL 36619

To whom it may concern,

In the aftermath of Hurricane Michael our community was left devastated. It took several months and the help of numerous dedicated individuals and organizations to get our County looking somewhat normal again. A chief player in this process was Crowder Gulf. Arriving shortly after the storm, this organization came to our County and immediately set to work providing a tremendous service for our own recovery efforts by clearing tons of debris from our roads and offering their own advice and experience on how to best move forward from such a traumatic event.

While no one wants a disaster to come to their community, it is always made easier by hard working men and women who are able to come to a disaster stricken area and help out in a huge way. Jackson County greatly appreciates the services provided by Crowder Gulf.

Sincerely,

Wilanne D. Daniels

Wilanne Daniels,
County Administrator

Commissioners

Dr. Willie E. Spires
District 1

Clint Pate
District 2

Chuck Lockey
District 3

Eric Hill
District 4

Jim Peacock
District 5

# Decatur County
# Emergency Management Agency

309 Airport Road
Bainbridge, GA 39817
229-248-3867
decaturcoema@bellsouth.net

Charlie McCann, Director
Tonya Griffin, Deputy Director

DATE: January 13, 2020

TO: Crowder Gulf Disaster Recovery and Debris Management

FROM: Decatur County Emergency Management Agency

REF: Letter of Recommendation

To whom it may concern:

The City of Bainbridge and Decatur County, GA contracted with Crowder Gulf after Hurricane Michael affected our city and county in 2019. We had just completed the arduous task of working with the State of Georgia and the Corps of Engineers to remove hurricane debris and were very frustrated with that project. We were left with a good bit of debris to handle ourselves and contracted with Crowder Gulf to manage this final project. This was one of the best decisions that we made.

When Crowder Gulf began the final project to remove the remaining debris from our city and county, it was night and day difference from the state project. The planning, organization and implementation of the project was smooth and efficient. Any issues and complaints were dealt with immediately and satisfactorily. All Crowder Gulf employees that we dealt with were professional and effective.

Decatur County EMA appreciates the expertise that Crowder Gulf provided during this final stage of recovery and will not hesitate to contract with them again when the need arises.

Sincerely,

Tonya Griffin
Deputy EMA Director

**Duplin County Emergency Services**
**Division of Fire & Emergency Management**
https://www.duplincountync.com/fire-emergencymanagement/
209 Seminary Street • Kenansville, NC 28349
Tel 910-296-2160 • Fax 910-296-2164

Eric Short, Fire Investigator
Emmett R. Stroud II, Deputy Fire Marshal
Ricky Deaver, Fire Inspector
Matthew Barwick, Director/Fire Marshal

Date: November 5, 2019

CrowderGulf
Barrett Holmes, Regional Manager
5435 Business Parkway
Theodore, AL 36582

Mr. Holmes,

Please accept this letter as affirmation to the exceptional service provided following impacts of Hurricane Matthew in 2016 and Hurricane Florence in 2018 in Duplin County, North Carolina. Without pre-storm contracts for debris removal, Duplin County would have been met with an impossible task coupled with tremendous debt. The citizens of our county were able to clear their properties and structures of the havoc reaped by these two storms of a lifetime, just two years apart. A feeling a relief was expressed with the "clean slate" that was left provided for citizens to begin their rebuilding process. There is no question that your drive to provide exemplary service to our government and citizens enabled us to recover and become more resilient early in our time of need.

On multiple occasions, I was personally approached with positive commentary and praise from elected officials and community members around the county for the outstanding work being performed. The members of your administration, coordination and ground work teams were customer service focused, driven, and seemed to develop a characteristic of compassion through picking up the memories of a ravaged community left nearly bare.

Should you have any questions, or require any further documentation from my office, please do not hesitate to contact me.

Best Regards,

Matthew Barwick
Director/Fire Marshal
Duplin County Fire & Emergency Management

**DORCHESTER COUNTY**
PUBLIC WORKS DEPARTMENT
2120 EAST MAIN STREET, DORCHESTER, SC 29437

Jason Carraher P.E., Public Works Director, County Engineer
(843) 832-0070 – (843) 563-0070 * Fax (843) 832-0073 – (843) 563-0073

11/7/19

Barrett Holmes
Regional Manager, Crowder Gulf
5435 Business Parkway
Theodore, AL 36582

Mr. Holmes,

I want to personally thank Crowder Gulf and its sub-contractors, specifically Got-Us, for their amazing performance in assisting Dorchester County's response efforts to Hurricane Dorian. As Director of Public Works, I have responded to several storm events and I can honestly say that Crowder Gulf's response to Dorian has been by far the best response yet. The contractors took great care while removing the debris and worked in a expeditious but safe manner. The flow of information from CG to my office was seamless and I was always kept aware of where the contractor worked that day and where they would be the following day. When dealing with these events, I gauge the level of success on how quickly the material is removed, budget, safety, damage claims, and residential complaints. CG and its subcontractors exceeded my expectations in all of these categories. I had the opportunity to visit with crews while they were removing debris and everyone that I met was very professional and friendly. CG and its subs made this process extremely easy for me and without that partnership, the County would still be trying to recover from this event. I can't thank everyone enough for their work. I hope that we will not experience another hurricane but if we do, I look forward to working with CG and their sub-contractors on the recovery efforts.

On a side note- I would appreciate, and expect, that during the next event, CG will first reach out to Got-Us for the debris removal!

Sincerely,

*Jason Carraher*

Jason Carraher, PE
Director of Public Works
& County Engineer
Dorchester County, SC

# Brunswick County
## Operation Services Department
Stephanie Lewis, Director

Construction & Grounds
Building & Park Maintenance
Custodial Services

PO Box 249
Bolivia, NC 28422
(910) 253-2515
www.brunswickcountync.gov

Solid Waste & Recycling
Mosquito & Water Management
Fleet Services

August 15, 2019

Crowder Gulf
John Ramsay
5435 Business Parkway
Theodore, AL 36582

Re: Letter of Recommendation

Dear Mr. Ramsay,

On behalf of Brunswick County, I would like to express our appreciation for the work performed by Crowder Gulf during the debris recovery process. Your team provided quality service and always maintained an open line of communication with me and my staff and at no time did any issues go unresolved. The team's experience and knowledge with FEMA was remarkable from the field operations to the financial documentation that was provided. I would highly recommend Crowder Gulf as a disaster debris contractor.

Please feel free to contact me if you have any questions or need more information in this regard.

Sincerely,

Stephanie Lewis, MBA
Director of Operation Services
County of Brunswick
(910) 253-2521
P.O. Box 249
Bolivia, NC 28422
Stephanie.Lewis@brunswickcountync.gov

# City of Panama City
## Solid Waste Division

Shane Daugherty, ESD Manager — *Robert Nix, Superintendent*

731 Massalina Drive- Panama City, Florida 32401 - (850) 872-3172


April 18, 2019

To Whom It May Concern

This letter is written on behalf of Crowder Gulf who is the City's emergency debris clearing and disposal services contractor.

On October 10th 2018 Hurricane Michael came ashore just east of Panama City as a strong Category 4 Storm. In the wake of that, storm every street in the City was impassible with downed trees, utility poles, and windblown debris creating impenetrable road blockages. There was not a structure in Panama City that did not have some sort of damage.

Crowder Gulf went to work immediately alongside of City crews and within two weeks, all roads were open. Crowder Gulf then began the hard work of removing up to date 3.4 million cubic yards of debris from the City. All this debris was relocated to one of the five temporary debris sites, which was set up and managed by Crowder Gulf. Crowder Gulf is also removing debris from 56 miles of ditches within Panama City, and they will be handling all the private property debris removal services and demolitions.

I can strongly attest to Crowder Gulfs professionalism, attention to customer service, job knowledge and skills, and for these reasons I can proudly recommend Crowder Gulf as a qualified contractor for Debris Removal.

If you require any additional information, or should you have any questions concerning this reference letter, please do not hesitate to call me or email me anytime at 850-872-3180, sdaugherty@pcgov.org

Shane Daugherty
Environmental Services Manager
City of Panama City, FL

THE CITY OF
MEXICO BEACH
F·L·O·R·I·D·A

P.O. Box 13425 · Mexico Beach, Florida · 32410
Phone: 850-648-5700 · Fax: 850-648-8768

May 22, 2019

To Whom It May Concern:

CrowderGulf was tasked by the City of Mexico Beach to dredge the canals after Hurricane Michael. The City knew going into the project that there was going to be a lot of unforeseen issues and had a high concern as to how this project would progress. I can say without hesitation that CrowderGulf has done an excellent job overcoming all of the issues that we've faced.

Mr. Freddie, who oversaw the project for CrowderGulf and who I worked with daily during this project tackled every concern and every issue the City had head-on. We faced obstacles every day that required us to come up with solutions outside of the box and Mr. Freddie would always come through for the City. Once Mr. Freddie said he would take care of a problem I never had to worry about it again, I would without hesitation recommend CrowderGulf to any municipality, state or federal agencies who required dredging.



Philip S. Hall
City of Mexico Beach
Public Works Director
(850) 527-3087
(850) 648-3635

City of Corpus Christi

March 22, 2019

Village of Palmetto Bay
Emergency Debris Removal and Disposal
RFP No. 1819-11-010

Re: REFERENCE LETTER

TO WHOM IT MAY CONCERN:

On July 30, 2013, the City of Corpus Christi awarded a contingency service agreement to CrowderGulf for emergency debris clearing and disposal services in response to a hurricane or other disaster. The term of the contract was for five years.

On August 25, 2017 the City of Corpus Christi was impacted by Hurricane Harvey (DR-4332). The City debris removal contractor CrowderGulf response within the allow time per the terms and conditions of the contract. CrowderGulf provided heavy duty equipment required to move large amounts of debris, work crews that assisted in the cleanup, dump trucks were utilized to transport the debris to Temporary Debris Staging and Reduction (TDSR) sites, opening, operating and closing the TDSR sites, documenting the volume and types of debris removed from City ROWs and disposal of hazardous waste.

CrowderGulf collected approximately 536,069 cubic yards of debris.

CrowderGulf also provide the City with the required Performance Bond and required levels of Certificate of Insurance as per the terms of the contract.

The City of Corpus Christi was privileged to have selected CrowderGulf as the debris removal contractor and proudly recommends CrowderGulf as a qualified contractor for Debris Removal.

If you require any additional information, or should you have any questions concerning on this reference letter, please contact Gabriel Maldonado, Contracts/Funds Administrator at (361) 826-1986.

Sincerely,

Gabriel Maldonado
Contracts/Funds Administrator
City of Corpus Christi

**SOLID WASTE SERVICES**

PO Box 9277
Corpus Christi
Texas 78469-9277
Phone 361-826-1966
Fax 361-826-1971
www.cctexas.com

City of Fayetteville
North Carolina

**CITY MANAGER'S OFFICE**

February 11, 2019

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 35582

To Whom It May Concern:

Hurricane Matthew (2016) and Hurricane Florence (2018) were by far, the largest disasters that Fayetteville has endured in decades. With the quick activation by your company in both instances, our city was on the road to recovery in a matter of a few months. Your staff was able to coach us through our first hurricane with skill and patience as we navigated logistics and public relations hurdles.

Our second hurricane presented a different set of circumstances, but we successfully made it through the debris removal process with your staff's same level of professionalism and dedication that we experienced two years prior. Although debris levels were higher this time, nearing 120,000 cubic yards, collection was completed in just less than eight weeks.

Your organization has well prepared on-site managers, qualified removal drivers and the willingness to work with the local staff and residents to get the job done in a timely manner. Debris sites are remediated and paperwork is completed to everyone's satisfaction.

Please accept this letter as endorsement of the excellent standards and customer service we experienced in our work with CrowderGulf.

Sincerely,

Dr. Telly Whitfield
Assistant City Manager
Fayetteville, North Carolina

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1990 | (910) 433-1948 Fax
www.cityoffayetteville.org

The City of Fayetteville, North Carolina does not discriminate on the basis of race, sex, color, age, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

South Carolina
Department of Transportation

April 7, 2017

CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

Subject: CrowderGulf's Past Performance Providing Disaster Debris Management to the South Carolina Department of Transportation

To Whom It May Concern:

In October of 2015, Hurricane Joaquin brought torrential rainfall to South Carolina. This rainfall led to widespread flooding, breached dams, and significant infrastructure damage. As a result, the South Carolina Department of Transportation (SCDOT) activated CrowderGulf's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Lexington and Richland counties.

In October of 2016, Hurricane Matthew brought high winds and heavy rainfall to South Carolina. The effects of this hurricane resulted in flooding and wind damage resulting in many downed trees; breached dams; and rivers that burst their banks washing away roads, bridges, and flooding homes. As a result, the South Carolina Department of Transportation (SCDOT) again activated CrowderGulf's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Darlington, Florence, and Sumter counties.

In both of these disasters, CrowderGulf quickly mobilized and began debris management operations. The project team was accessible, responsive, knowledgeable, and professionally implemented a recovery plan. The CrowderGulf team was flexible and able to address evolving project plans, and successfully executed the scope of work in each assigned county.

Of the seven contractors activated in both of these events, CrowderGulf was the most professional and provided the best service of all. We appreciate CrowderGulf's continued support with post-event clean-up and are pleased to have them as a part of our disaster response and recovery team.

Please feel free to use this letter as a positive recommendation attesting to CrowderGulf's ability to successfully provide disaster debris management services.

Sincerely,

David B. Cook, PE
State Maintenance Engineer
(803) 737-1290

100 Liberty Street
Hinesville, Georgia 31313
Phone (912) 368-2201
Fax (912) 876-9531
Info-line (912) 876-5362

Mike Hodges
Director

mike.hodges@libertycountyga.com

"Preparation through education is less costly than learning through tragedy."

www.libertycountyga.com

January 17, 2017

To whom it may concern:

We have a "stand by" contract with Crowder Gulf and a debris monitor for the purpose of storm debris collection and reduction. Following Hurricane Matthew, it was clear, we as a County Government, did not have the resources or man power to do the debris pickup ourselves, not to mention, being able to meet the guidelines for FEMA reimbursement. In light of that, we activated our debris contract and monitoring contract. They responded immediately. Leigh Anne Ryals was our Project Manager and she worked with us and our municipalities and in short order, we had trucks on the ground. The pickup went faster than we expected and there was not a lot of public complaints. However, what did come our way, Leigh Anne handling everything, allowing us to do other EMA related work.

We signed on to the FEMA pilot program, allowing for an 85%-75% FEMA reimbursement. Crowder Gulf helped us fit the project into this pilot program and at the end of the project, only a very small portion of the entire project will fall outside the 85%-80% window. That is a true benefit to us in County and Municipal Government, as we don't have extra funds laying around. Not only has this been a wonderful experience, our residents have raved about the speed by which the clean-up happened and how complete the work is. Leigh Anne actually raked some people's yards, herself.

Having a pre-event contract allowed us speed and security. We were able to take advantage of the increased federal payment from the pilot program. Crowder Gulf worked well with all the other agencies involved.

I simply can't say enough about how well our project of collecting nearly 200,000 cubic yards of storm debris and reduction by air curtain incineration went. We plan to keep our debris and monitoring companies for a long time. They made us look good and kept our residents happy, that means a lot.

Respectfully,

Mike, Hodges
EMA, Director

StormReady / TsunamiReady

*Protecting the lives and property of Liberty County through Leadership, Guidance and Support*

Proposal in Response to:

# City of Plantation

## RFSP NO. 001-25
## Disaster Debris Management and Removal Services - Term Contract

400 NW 73rd Avenue

Plantation, FL 33317

December 10, 2024 - 11:00 AM ET


Contact Person

Tia Laurie, Corporate Secretary

contact@ceresenv.com

Tel. (800) 218-4424

Fax (866) 228-5636

6371 Business Boulevard Suite 100

Sarasota, Florida 34240

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CERES ENVIRONMENTAL

December 10, 2024

City of Plantation
Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317

RE: **RFSP NO. 001-25 Disaster Debris Management and Removal Services - Term Contract**
Due: December 10, 2024, at 11:00 AM ET

Dear Selection Committee:

We are pleased to submit the enclosed proposal for the **City of Plantation RFSP NO. 001-25 Disaster Debris Management and Removal Services - Term Contract.** Ceres Environmental Services, Inc. is a national leader in disaster recovery and a government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

We have followed the technical proposal requirements and provided all information as required in the criteria for evaluation in our proposal. Per proposal requirements, we mailed the original bid bond to the City Clerk for the City of Plantation in time for it to be received before the due date of the solicitation. **The proposal remains in effect for ninety (90) days.**

In Florida, Ceres has loaded, hauled, managed, reduced, and disposed of over **22,800,000 cubic yards of debris across 136 client activations since 2016**, including Broward County where the City of Plantation is located. This along with being a Florida-based corporation has helped Ceres build trusted relationships with Florida Division of Emergency Management, Florida Department of Environmental Protection, and Florida Department of Transportation to provide disaster guidance and quickly permit debris sites.

From 2016 to 2023, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for Plantation.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 42,600,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables of more than **$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry – **2,019 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 10 air curtain incinerators.
- Ceres has **61 full-time disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an **"Exceptional"** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.

CERES ENVIRONMENTAL

Ceres also maintains a database of 3,346 subcontractors with **184 pre-qualified, local subcontractors** within 50 miles of Plantation to ensure rapid mobilization during any activation. If awarded, Ceres commits to working to identify additional MBE, WBE, SBE, and DBE contractors for debris removal, and conducting a subcontractor workshop in Plantation within the first year. Local contractor utilization and keeping dollars in the local community is a cornerstone of Ceres response and long-term operations.

Ceres Disaster Recovery Division is headquartered in Sarasota, FL providing an excellent location from which to manage our post-disaster work in Plantation. If an event affects our Sarasota office, Ceres maintains other offices in Houma, LA, Houston, TX, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

David A. McIntyre, Sole Shareholder and President; John Ulschmid, Vice President; and Tia Laurie, Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

We look forward to the opportunity to be your supplier of disaster debris management services.

Sincerely,

Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

# Ceres Environmental Services Facts and Highlights

Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **48 years** to government entities throughout the United States.

- Ceres has n**ever defaulted on a contract or failed to complete any work awarded**.
- **No client of Ceres has been denied eligible reimbursement for work Ceres has performed**. Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- Exemplary Performance on **over $2.5 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 30 years on over 350 FEMA-funded contracts.
- Following Hurricane Michael, Ceres was activated by the USACE in **13 counties in Southwest Georgia**. Ceres collected and hauled a total of 4,236,363 cubic yards (CY) of debris in 90 days, with a **maximum haul of 140,330 CYs in a single day**.
- In all of 2017, Ceres **received 54 major contract activations from cities, counties, and in the U.S. Virgin Islands (USVI)** for debris removal and off-island debris disposal. For the USVI work, Ceres received t**he highest possible contract evaluation – Exceptional – in all categories for its pre- and post-Hurricanes Irma and Maria responses.**
- Ceres responded to Louisiana flooding in 2016, **removing over 1,000,000 cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states**: Florida, Georgia, South Carolina, and North Carolina. Ceres successfully removed **more than 3,000,000 cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav, and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita, and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for "Blue Roof" repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- Federal Employer Identification Number 41-1816075
- Florida General Contractor's License CGC1508764

**JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.**

The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 13th day of October 2021:

**WHEREAS,** the Corporation desires to prepare and execute contract documents including but not limited to addendums, change orders, notices to proceed and task orders, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such contractual documents on behalf of the Corporation,

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:**

**RESOLVED,** that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to sign and bind the Corporation in matters related to the execution of contractual documents.

**IN WITNESS WHEREOF,** the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre
President and Sole Director/Shareholder

# *State of Florida*
# *Department of State*

I certify from the records of this office that CERES ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 6, 2020, effective July 31, 1995.

The document number of this corporation is P20000086640.

I further certify that said corporation has paid all fees due this office through December 31, 2024 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

***Secretary of State***

**Tracking Number: 2920922702CU**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

# State of Florida

## Department of State

I certify the attached is a true and correct copy of the Articles of Conversion and Articles of Incorporation, filed on November 6, 2020, with an organizational date deemed effective July 31, 1995, for CERES ENVIRONMENTAL SERVICES, INC., the resulting Florida corporation, as shown by the records of this office.

The document number of this entity is P20000086640.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of November, 2021

Laurel M. Lee

Secretary of State

CR2E022 (01-11)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## MCINTYRE, DAVID A

CERES ENVIRONMENTAL SERVICES INC
6371 BUSINESS BLVD.
SUITE 100
FL
SARASOTA FL 34240

**LICENSE NUMBER: CGC1508764**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

1480

CERES ENVIRONMENTAL

December 10, 2024

Dear Selection Committee:

Ceres Environmental Services, Inc. is an experienced disaster debris removal corporation chartered in Florida. Our Corporate Office and Disaster Recovery Division headquarters are at 6371 Business Boulevard, Suite 100, Sarasota, FL 34240. Ceres has been in business for 48 years and has a staff of 235 personnel.

The primary contact responsible for this project is Tia Laurie, Corporate Secretary. Ms. Laurie has signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

Throughout our proposal, we have highlighted the experience and capabilities that make us an excellent choice to support City of Plantation in the event of a disaster. Ceres has 48 years of experience in disaster recovery and employs professional and managerial staff with exceptional experience in the field. Ceres and its family of companies own 2,019 pieces of equipment. Additionally, we have a database of 3,346 subcontractors to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than $2 billion per project.

We know that City of Plantation will receive proposals from several other qualified disaster relief firms. Why choose Ceres above the others? Beyond our experience and capabilities is our reputation: we always get the job done. Some of the highlights of our reputation include:

- **Ceres Environmental Services, Inc. has never defaulted on a contract or failed to complete any work awarded**
  Throughout exemplary performance on over $2.5 billion dollars of Emergency Debris Management contracts awarded by various government agencies within the past 30 years on over 350 FEMA-funded contracts, Ceres has **never** defaulted or failed to complete a contract.

  Ceres has, on more than one occasion, stepped in when other prime contractors could not complete the work they were obligated to perform and has taken over as prime contractor. For example, when a devastating hurricane hit Isle of Wight County in Virginia, the prime contractor could not perform due to other contractual commitments. Ceres stepped in and performed as prime, earning a Letter of Recommendation and appreciation from the County Director of Public Works which reads, in part:

  *"Through this very trying and difficult period Ceres has given us exemplary service. They have been responsive in the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner.*

  *I have been most impressed by their thoroughness and flexibility. As one may well expect, during such a disaster as this hurricane, plans often go down the drain. They have in many instances put planned duties aside to respond to emergency requests without sacrificing the overall goal."*

- **No client of Ceres has been denied reimbursement for work Ceres has performed**
  Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Program and Policy Guide (latest version), pertinent FEMA Fact Sheets, and the Stafford Act. Ceres personnel are also familiar with FEMA 325 Debris Management Guide (co-authored by Allen Morse who works for Ceres) as well as FEMA's Public Assistance Debris Monitoring Guide, FEMA 322 Public Assistance Guide, and FEMA 321 Public Assistance Policy Digest. Ceres always assists its clients eligible for FEMA reimbursement receive the maximum amount for which their jurisdiction was eligible. Ceres personnel have successfully assisted clients in Project Worksheet development, FDEM audits, and FEMA OIG audits.

- **Ceres has the proven capacity to handle multiple response situations simultaneously without sacrificing schedules or quality**
  In 2022, Ceres received 27 contract activations across the state following Hurricanes Ian and Nicole. That same year, Ceres also responded to the South Carolina DOT following a winter storm, removed fire debris in New Mexico, and worked in Louisiana, Iowa and South Dakota to clear debris from

waterways. Additionally, Ceres helped the City of Atlanta, GA with routine debris removal when the City experienced shortage of staff.

In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence.

In 2017, Ceres received 54 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received an **Exceptional overall rating – the highest possible contract evaluation** for its Hurricanes Irma and Maria response.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this contract will be to the City's utmost satisfaction.

- **Ceres' multiple locations ensure that, even if an event affects Ceres' Florida locations, other offices will swiftly take over to meet the needs of the City**
  Ceres maintains offices in Sarasota, FL, Houma, LA, Houston, TX, Brooklyn Park, MN, and Cameron Park, CA. To mitigate the risks of an event impacting the primary responding office, Ceres maintains robust continuity of operations plans to quickly step in and assume responsibility for disaster response. This includes either opening a local office within City of Plantation or mobilizing one of Ceres Debris Unified Command trailers. In 2017, Ceres activated its continuity of operations plan as Hurricane Irma impacted Sarasota and damaged our primary office. Ceres Minnesota office assumed responsibility for disaster response to Ceres' clients in Florida as our Houston office continued response to Hurricane Harvey clients in Texas.

  Ceres also has servers storing company documents in multiple locations throughout the country. If one server is lost in an event the data will not be lost and will not prevent Ceres from performing any work for any of its clients.

- **Ceres is completely self-sufficient**
  Ceres has a number of containerized offices that can be used mobile command centers. These can be moved to the disaster zone via low bed trailers and semi tractors. These mobile offices can be onsite, equipped with satellite communications and internet, and fully operational within hours. Ceres can also provide a wide variety of emergency housing options, including fully containerized bunkhouses that can be trailered to a Plantation location.

- **Ceres' Corporate Officers are in the field ensuring the job gets done**
  Ceres is structured so that one or two of the corporate officers can be absent from headquarters for extended periods of time in order to manage projects from the field. There are always one or two remaining at the headquarters to ensure continuity of management. This proved very useful when Ceres was awarded a $1 billion contract by the U.S. Army Corps of Engineers to perform a disaster debris contract following Hurricanes Katrina and Rita in which two of Ceres' corporate officers were in the field in Louisiana for over six months.

  Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all the U.S. Gulf states, Hawaii, Alaska, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand.

- **Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of $2 billion per single project**
  With liquid working capital and additional credit lines in excess of $200M available, a lack of financial resources is never an obstacle for Ceres. During Hurricanes Harvey, Irma and Maria, and NorCal wildfires in 2017-18, Ceres carried $98 million in open invoices with no work stoppages or delay in subcontractor payments. Ceres was able to maintain a steady pace in all of the recovery projects by

ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments.

After 48 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement**. An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with…."* Ceres always adheres to the highest standards of quality, integrity and safety, and that's a promise we do not hesitate to make to the City of Plantation.

The following are reproductions of the Corporate Charter as requested.



State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Conversion and Articles of Incorporation, filed on November 6, 2020, with an organizational date deemed effective July 31, 1995, for CERES ENVIRONMENTAL SERVICES, INC., the resulting Florida corporation, as shown by the records of this office.

The document number of this entity is P20000086640.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of November, 2021

Laurel M. Lee
Secretary of State



State of Florida
Department of State

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Secretary of State

Tracking Number: 292092270ZCU

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

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

Sincerely,

Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

# 2 APPROACH TO THE SCOPE OF SERVICES

## 2.1 Approach and Methods to Accomplish the Proposed Services

The following is a general discussion of Ceres Environmental Services, Inc.'s technical approach and understanding of the scope of work. It includes a timetable for response and recovery based on past Ceres experience and our standing disaster response plans. The overall plan for contract execution is described in detail in a section below titled "Contract Performance Phases".

### Our Response to You

Our record demonstrates that we stand ready to perform tasks of any size. To keep that record intact our preplanning is already underway for Plantation. As part of its response, Ceres has identified our office in Sarasota, Florida as a mobilization headquarters. Ceres' mobilization planning and localized subcontracting efforts are implemented to minimize lead times during an event and to keep subcontracting dollars local. Our approach to subcontracting is to work from the inside out. This means we are implementing pre-storm agreements with local resources first, to use them first. When the project expands or the need arises, Ceres adds other resources that are also under contract to us.

### Project Timeline

The following describes the typical workflow between Ceres and Plantation once a contract award has been received until FEMA reimbursement.

| Projected Storm Preparation and Response Table | |
|---|---|
| Today | We are at work at Ceres so that we can respond rapidly and successfully to an event in Plantation. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to Plantation when the day comes for a disaster response. |
| Contract Award | Upon contract award and at the City's request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the City. During an event, a Project Manager will be assigned only to Plantation and will be available to the City 24 hours per day, 7 days per week. |
| Planning and Training | If included in the contract, Ceres will provide training to designated City personnel as agreed. The company also continues its Pre-Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes. |
| Pre-Storm Mobilization | When a storm in your area is imminent, Ceres acts quickly so that road clearance and debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join Plantation personnel in the EOC and help prepare for storm impact and recovery. |
| Landfall | Once the immediate threats have passed, the on-site Project Manager will work directly with City officials as we begin our disaster response efforts. Our pre-arranged subcontractors will begin readying equipment for registration. |
| Cut and Push | The Ceres Project Manager will ensure that City needs are being met in order of priority. Local subcontractors and equipment will begin any necessary road clearance operations and will begin staging efforts for right-of-way debris removal. |
| FEMA Records and Data Management | Ceres will assist Plantation on an as-requested, as-needed basis to ensure that records are kept and maintained to provide maximum allowable reimbursement to the City. |
| Fully Operational | The necessary trucks will be in place to continue debris removal in an orderly fashion. Local subcontractors will be deployed to the maximum extent possible, and the Ceres debris removal operation will be fully operational on this day. |
| First Pass Complete | At the end of the first pass of debris removal time would be allowed for residents to bring additional debris to the curbside. Crews would begin ramping up to start the second pass. |

| | |
|---|---|
| | Additional tasks, such as hazardous tree removal, hazardous stump removal, and other similar scopes of work may be implemented. |
| Second Pass Complete | Debris removal operations would be well in hand. Hot spot crews would continue to clean up any debris that has time or safety constraints. The vast majority of storm debris would be cleaned from the rights-of-way. The Ceres Project Manager would begin focusing on project completion procedures. |
| Final Pass Complete | Debris removal operations would be 100% complete. The Ceres Project Manager would remain in constant contact with Plantation personnel, but daily presence may not be needed by this time. |
| Site Reclamation | After debris hauling activities have ceased, all debris on any Disaster Debris Management Sites (DDMS) will be processed and/or removed. The sites will then be graded and restored, usually by seeding with grass. |
| Ticket Reconciliation | Ceres performs ongoing ticket reconciliation with subcontractors and Plantation so that databases of debris hauled match as closely as possible. After all debris has been hauled, all truck ticket databases are reconciled to close out the financial records of the project. |
| Invoicing | Following reconciliation of the truck records, a final invoice will be delivered. |
| FEMA Reimbursement | Ceres will work with the City following the completion of the field work, on an as-requested, as-needed basis to ensure maximum allowable reimbursement. |

## Contract Performance Phases

To successfully respond to a disaster, natural or otherwise, planning and preparation are of the utmost importance. Ceres adheres to a series of carefully drawn plans for each step of its response beginning from the time we prepare our response to your RFP until planning begins for the event after next. The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event.

## Post Award Phase and Planning and Training Phase

Upon contract award and at Plantation request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is to introduce the key members of each party's team, discuss the planning, training, and disaster response preparedness needs of the City from their own perspective, and review the Ceres Debris Management Plan, from mobilization to the Final Report. Refer to **Section 2.2, Working Knowledge of the City/Working with the City to Maximize Resources** for additional information on these phases.

## Alert Phase

Selected Ceres team members are subscribed to special weather advisories from several different sources. We are aware of the weather.

### Alert 1: Category I & II Hurricanes

When a Category I or II Hurricane's "Cone of Influence" of Projected Impact Area associated with the **3-day** forecast, begins to touch the coastline, the Project Manager assigned to the contract will commence Alert 1 activities.

Alert 1 activity includes, but is not limited to:

- Calling the previously identified representatives of Plantation and exchanging the most up-to-date contact information each has with the other.
- Activating Ceres notification procedures for all subcontractors – operations and administrative services.
- Contacting and overseeing preparations to make the Project Advance Team ready to deploy.
- Assigning a Project Logistics Coordinator to make use of all services possible: including, but not limited to hotels/motels, gasoline and diesel fuel, catering/restaurants, laundry services, emergency medical services, vehicle and equipment repair shops, and other disaster response and life support services.
- Confirming the availability of emergency road clearing crews and equipment, and as local conditions dictate, dispatch them to a secure, pre-positioning site near or within the City's boundaries.

### Alert 2: Category III, IV, or V Hurricane

The same functions are performed as during Alert 1 activity, but they start when the **5-day** "Cone of Influence" of Projected Impact Area begins to focus on the City's geographic area.

### Alert 3: All Other Sudden Impact Events

Sudden Impact Events include earthquakes, ice storms, tornados, man-made, technological events, and terrorist activities. These events do not allow for a forecast or pre-positioning the Project Advance Team. Ceres pledges to the City to have a representative physically present within 12 hours of notification to respond to Sudden Impact Events.

## Mobilization Phase – Mobilization Plan and Response Times

Ceres is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay. Ceres will meet or exceed the City's requirement to begin mobilization within 24 hours of receipt of Notice to Proceed (NTP), clear designated roadways (Emergency Road Clearance) within 72 working hours of receipt of NTP, and to begin debris removal operations within 72 hours of receipt of NTP.

### Pre-Landfall Activities

**Ceres Representative (Early Rep):** Ceres will provide, at the City's request, a representative prior to hurricane landfall. When a disaster threatens, Ceres is pleased to provide to Plantation one or more representatives to be present at the Emergency Operations Center prior to landfall. The Early Rep will interface with City personnel and provide Ceres management with on-the-ground reports regarding local conditions.

**Equipment pre-staging:** Prior to landfall, Ceres equipment will be pre-staged at the closest mobilization point and contract administration headquarters. Additionally, our principal subcontractors will have equipment available in or near the City's location. In this manner, Ceres will have sufficient equipment to immediately start the initial push when weather permits and have sufficient equipment to begin the load and haul as soon as possible.

**Subcontractor Liaison:** As detailed in **Section 4.4, Tasks to be Subcontracted Out**, Ceres has a large number of subcontractors available. During the pre-landfall phase, our subcontractors will be contacted and put on alert in order that they can arrive as soon as safety permits. Ceres already has advance master contracts signed with many subcontractors, so we have already ascertained that they are properly insured.

### Project Advance Team

The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within 8 hours following notification by the City prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration, logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive within 24 hours of notification. Once on-site, the Project Manager will be physically capable of responding to the City Representative within one (1) hour of notification.

If requested by the City, the logistics support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, temporary housing, and any additional services as specified in the agreement between Ceres and the City. During the Preparation/Planning Phase, vendors within and adjacent to the region will be identified and contingency contracts established for the provision of gasoline and diesel fuel, ice, water, food, sanitation, temporary housing, and other services. If during the Preparation/Planning Phase, local vendors are not available, Ceres will arrange to provide the services from other qualified and registered sources.

## Onsite Emergency Response and Communications

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response. The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the City.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications (satellite telephone, radio, cellular phone, or land lines), fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated City representatives will be provided with a proprietary communication link in the event conventional communications are interrupted. The Emergency Operations Temporary Project Office will be of sufficient size to provide support to the Project Manager, project administrative and support staff, and debris collection and site managers. A separate 10' x 20' office within the same facility equipped with general support equipment can be provided to the City.

### Satellite

Ceres knows that immediate communications are critical to an effective response to disaster. We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back online.

Ceres also has the capability to utilize various satellite communications system, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

Lastly, during two recent USACE Debris Missions, Ceres deployed mobile satellite dishes at remote debris management sites to maintain connectivity for real-time production numbers. In the U.S. Virgin Islands after Hurricane Irma and Maria, the telecommunications network on the islands were destroyed. Given the island's remote location, telecommunications providers struggled to repair the network. Ceres deployed mobile satellite dishes at each debris management to maintain connectivity for the USACE and Ceres to review real-time production data. Similarly, in 2018 after Hurricane Michael, Ceres deployed mobile satellite dishes to remote debris management sites in very rural counties with limited cell service. Again, this allowed us to maintain connectivity to review the real-time production data against our estimates and move debris collection crews to keep efficiency and production high.

### FirstNet

Ceres also participates in FirstNet, the First Responder Network program developed by AT&T. This gives us the ability to prioritize cellular and internet communications during an emergency. We can request equipment and resources from FirstNet to improve cellular communications and services during an incident.

### Life Support and Fuel Supplies

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if Plantation seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

Following the landfall of Hurricane Katrina, Ceres' crews arrived with their own housing (travel trailers and RVs). We proceeded to supply life support of temporary lodging, meals, showers, and bathrooms to 400 people. We are also capable of providing onsite fuel delivery for both the fleet of Ceres owned equipment and our subcontractors, as well as City fleets.

### Disaster Debris Management Sites (DDMS)

When a DDMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors
- Site photographs

Additional sub-plans that may be incorporated as necessary in the Site Plan include:

- An **Environmental Protection Plan** that addresses storm water protection, hazardous waste, soil, and leachate draining from the debris stockpiles, site operations, and the proximity of truck traffic to waterways.

- A **Dust Control Plan** that will address prevailing wind directions and location of developed areas as it relates to site design. Methods of mitigation will be specified such as the use of water trucks on access roads.
- A **Traffic Control Plan** that considers the number of trucks per hour entering the DDMS and the type of public access control (if authorized). All-weather access roads into and out of the site will be needed to maintain a seven-day per week operation.
- A **Site Safety Plan** that complies with the Ceres Company Accident Prevention Plan (available on request) and applicable OSHA requirements. Security will also be addressed in the Site Safety Plan.



A water truck sprinkling to control dust on an access road.

- A **Fire Prevention Plan** that will follow the provisions of the National Fire Prevention Code and in particular, codes that specifically address woodchip storage. All equipment will have fire extinguishers that meet NFPA No. 10A-1970.
- The **Production Plan** will designate how machinery will be utilized on site and will describe site management/operations and anticipated production rates. Each load received at the site will be inspected prior to off-loading to determine load size and the presence and type of any contaminants. Contaminated loads will be separated for further sorting and appropriate processing or disposal.
- **Other plans may include** Truck Routes and Access; Site Staffing and Assigned Duties; Debris Separation and Hazardous Waste Handling plans.

### DDMS Construction Timeline

Each designated Debris Site Manager will commence construction of their respective DDMS within 24 hours of notification. DDMSs will be fully operational within 48-72 hours of Notice to Proceed. The Project Logistics Manager is responsible for ensuring gravel for access and internal haul roads and dump pads, prefabricated inspection tower kits, erosion control materials such as silt fence, straw bales, coir fiber, and geo-membrane liners for hazardous waste containment areas are available on site within 24 hours of notification. Additionally, portable truck scales may also be requested at the direction of the City.

## Methodology to Accomplish Debris Removal Services

### Emergency Roadway Clearance and Debris Removal Phase

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event. This phase encompasses the majority of the physical work of the project. It also generates the most records including load tickets and logs of various kinds. This is also the phase where careful planning pays huge dividends.

### Emergency Road Clearing-Cutting and Pushing Public Right of Ways

When emergency road clearing is required, separate crews will be allocated and will be available within hours following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel).

Cut and Push Crew typical configuration is:

- One front-end loader 4/1 bucket (or equivalent) with experienced and qualified operator
- Up to two transport trucks approximately 30 cubic yards with operator(s)
- Two laborers with chain saws and rakes
- Two flag persons
- One Bucket Truck with an experienced operator or climber (optional based on need)
- One Foreman with cell phone and pickup

The number of Cut and Push Crews will be determined by the City. Ceres owns eight (8) wheel loaders (with appropriate grapple attachments) and has additional subcontractor supplied pushing equipment.

Ground personnel will be supplied with sufficient types and quantities of tools and materials to effectively push the debris to the roadside to clear routes for emergency traffic. In the event debris cannot be pushed aside, it will be loaded in trucks and transported to nearby off-street locations for temporary dumping, to be picked up later by the normal debris clearing crews. When each assignment is complete, Ceres' crews will contact the City's dispatcher to obtain authorization to proceed to the next assignment.

### Debris Collection – Vegetative and C&D on ROW and in City Parks and Facilities

Crews will be dispatched to begin work within two days, and according to the City's priorities and the removal schedule adopted in coordination with the City representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way. Daily meetings will be conducted at 7:00 AM between the City and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the City at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the City or per contractual requirements, to ensure adequate time has been scheduled for residents to move their debris into the right of way.


A Ceres self-loader with a trailer making pickups from the ROW.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)
- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self-loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self-Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns 13 Self Loaders (Knucklebooms) and has access to many more through our subcontractors. Following Hurricane Irma, Ceres bought additional knucklebooms to ensure immediate response to our clients.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader
- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

### Hazardous Tree, Limb, and Stump Removal

Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees ("hangers" and "leaners"). Identified eligible stumps will be removed at the City's request in accordance with FEMA guidelines. Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

### Removal of Debris from Canals/Waterways

Debris removal can be accomplished with long reach excavators in some instances, and where required, floating cranes and other amphibious equipment would be mobilized. Several of Ceres' subcontractors are specialists in waterway activity including debris removal. Wet soil conditions and mud will cause problems for wheeled vehicles, making low ground pressure equipment a necessity. Allocation of equipment is always important, but special care must be taken to deploy equipment that will not easily become stuck when cleaning logjams and waterways.

Ceres has also performed emergency levee repair. We own most of the heavy equipment necessary for this work and we have experienced operators available to operate the equipment.

Heavy rainfall, especially following high wind conditions, may cause waterways and canals to become clogged with vegetative and other debris. Logjams must be removed so that future rainfall does not contribute to more flooding, and to promote unimpeded water drainage of any existing flood situation. Existing debris piles near waterways and canals should be removed on a priority basis, so that if additional rain occurs the debris will not float into the drainage system and cause further problems.

**Water-based, three feet or less of water depth**

Depending on the characteristics of the waterway, temporary bypass pumping, cofferdams, or other means to control the flow of water may be used to enable operation in the waterway.

Dependent on the ability to control the flow of water, various methodologies would be used. These methods could include a combination of the following:

- Hydraulic Long Reach excavators operated from shore
- Willow draft work platforms with Hydraulic Excavators and Grapples
- Winch Truck
- 17-foot utility work boats with 25hp out-board motor.
- Cable Skidders or Tractor Dozers with Winches- laborers would be used to attach the cables to the debris in the waterway, creek, or tributary.

**Water-based, greater than three feet of water depth**

The removal of vegetative, construction, and demolition debris, hazardous material, and recyclable material in greater than three feet of water will be accomplished primarily with floating plants equipped with spuds supporting hydraulic excavators with long booms equipped with material grapples and materials barges, although a combination of approaches previously detailed may be used. A flexi-barge will be used along with a winch truck as well as a utility work boat with motor. Exact methods are dependent on local conditions and geography.

**Water Based Operations (Typical Crew) – 1.5- 2 Feet Minimum Draft**

- 15-25 Ton Hydraulic Excavator with Material Handling Grapple Capable of 35' Reach
- Work Barge with Spuds-Rented/Leased
- Materials Deck Barges-Rented/Leased
- Pusher Boat-Rented/Leased
- Work Boat
- Heavy Equipment Operator Hydraulic Excavator
- Pusher Boat Operator
- Work Boat Operator
- Deck Hands
- Tractor Trailer Heavy Hauler
- Foreman

**Land Based Transfer Crew (Typical Crew)**

- Wheeled Loader
- 2-5 Trucks
- Heavy Equipment Operator Wheeled Loader
- Truck Drivers

Upon inspection of the site(s) and performance period requirements established by the City, the number of crews will be determined. Ceres has the capacity to operate a minimum of eight water-based crews each with their own land-based transfer crew component.

### Removal of White Goods

Ceres will remove white goods from the ROW and haul them to a TDMS where they will be separated. A licensed worker will then extract any Freon remaining in the white goods, and properly handle the disposition of the Freon. Once the Freon is removed the white goods are scrap metal and can be handled accordingly.

### Hazardous Waste Collection, Storage, and Disposal

Household Hazardous Waste must be picked up separately from all other debris in the ROW. The HHW will then be separated into a lined containment area at each temporary disposal site. Payment for collection and disposal in accordance with all local, state, and federal laws and regulations will be made per pound.

### Electronic Waste (E-Waste)

Electronic Wastes, or e-Wastes includes, but is not limited to the following items: TVs, computers, servers, laptops, cell phones, wires and cables, keyboards, mice docking stations, external and internal hard drives, tape drives, external modems, circuit boards, electric motors, transformers, amplifiers, receivers, CD/DVD players, VCRs, cassette players, cash counters, magnetic card readers, cash registers, audio/video equipment, electronic games, musical equipment, electronic test equipment & meters, telephones, answering machines, AC adapters and other power supplies, calculators, FAX equipment, scanners, surge protectors, hair blowers, etc. In general, all products containing electronic circuits where the weight of the electronics contained within is a substantial portion of the total weight of the product are considered good candidates for e-waste recycling.

### Abandoned Vehicles

Abandoned cars make up a large percentage of recyclable scrap steel. Vehicles brought in for processing will be tagged, inventoried in by license plate, make, model, color and VIN. Vehicles will be staged, and site tagged for easy retrieval. Site operators will forward vehicle data to the Department of Insurance for dissemination to insurers. Local governments will be responsible for the proper notification of vehicle owners. Vehicles will remain at the staging area until inspected by appropriate authorities. Any unclaimed abandoned vehicles will be considered for recycling. Scrap vehicles will be dismantled and recycled after proper recovery of gasoline, diesel fuels, refrigerants, lubricating oils, mercury ABS switches, mercury convenience switches, lead acid batteries, brake and transmission fluids, antifreeze and tires. Propane tanks and large appliances in recreational vehicles should be removed.

Similar procedures will be employed for boats and vessels. Boats brought to the storage areas should be site tagged, inventoried in by the Department of Wildlife and Fisheries registration or other appropriate state agency. The make, model, color and serial number will be recorded and provided to the agency. The boats will be staged, and site tagged for easy retrieval. Site operators will compare boat data with FEMA database registered boats. Site Operators will forward boat data to the Department of Insurance for dissemination to insurers. Local governments will be responsible for the proper notification of boat owners. Boats will remain at the staging area until inspected by appropriate authorities. Boats deemed for scrap will be crushed to reduce volume for easier handling and management, shredded and properly recycled when possible. The following materials must be recovered: gasoline and diesel fuels, refrigerants, lubricating oils, mercury bilge switches, propane tanks, large appliances, lead acid batteries, transmission fluid and electronics, such as radar sets, radios, GPS units and depth finders.

### Dead Animal Carcasses

When required, carcasses of dead livestock, poultry, and large animals can be removed by Ceres. FEMA reimbursement is contingent on the determination by the City that they represent an imminent and

significant threat to public health and safety. The carcasses will be removed to the TDMS and/or a final disposition site approved by the City.

### Flooding

Ceres expects flood recovery work when a client has significant land area in a 100-year flood zone, and when rivers and other waterways pass through the area to be cleaned. Flood recovery work generally requires specialty equipment, such as long-reach excavators, floating excavators, and a greater amount of tracked skid steers. Wheel loaders with buckets and grapples are often used to remove debris that may fall apart if picked up by a knuckleboom loader.

Ceres has surveyors and other specialists on staff who can determine which flooded areas will be likely to drain first so we can plan and allocate equipment based on those studies.



Flood debris from 2016 Louisiana Floods

Although some of the same types of debris are removed in flood and non-flood disaster recovery, typically storms with heavy rainfall increase the amount of construction and demolition debris when compared to vegetation. Also, the timeline is longer in flood situations because standing water takes time to recede. The debris removal may also be more complex as it can involve partial or full demolition of structures. For example, in a post flood situation, a house may have sheetrock walls that must be inspected by an expert who determines that sheetrock must be removed. After removal, the debris may be left on the right-of-way in loose piles. These piles will probably present more difficulty in loading than vegetative debris, or a pile of wind-blown privacy fence, because the waterlogged debris may have no structural integrity and will fall into pieces when picked up. For this reason, the types of equipment may be different in flood situations, with wheel loaders and dump trucks more prevalent and self-loading knucklebooms less prevalent than in a non-flood storm. Ceres owns nearly all types of equipment used in flood recovery, and we have subcontractors who specialize in flood disaster recovery.

Ceres has a special hazardous materials (HAZMAT) team that specializes in preventing the spread of contamination and infestations of rodents in areas that were flooded. From past experience, Ceres knows that these areas are prone to contamination from sewage, agricultural run-off, mold, and chemicals, they are also prone to rodents. Ceres plans to concentrate heavily on these areas in order to limit the spread of contaminants and to limit the breeding of rodents and pests. Once the determination is made in conjunction with local officials and the EPA, if applicable, Ceres will utilize its special teams to target these areas.

Following Hurricane Katrina, for example, Ceres made weekly passes in some formerly flooded areas, and “mirrored” or “paralleled” the municipal sanitary waste teams. By doing this, neighborhoods were kept clean on a weekly basis so that pests could not be alternately supported by garbage and flood debris—instead all potential habitat or food for pests was removed frequently to ensure a safe neighborhood.

Pathogens are also more of a problem in flooded areas. Water promotes growth of undesirable organisms, and it also facilitates transfer of bacteria that exist in an environment to humans working in that environment. Our corporate health policies address hazards of working in a flooded disaster environment, and Ceres uses procedures including additional immunizations and additional personal protective equipment such as waterproof clothing and footwear, face shields and respirators (air filters) to minimize hazards of flooded areas.

Flood situations may also generate other types of task orders, such as pumping water or clearing catch basins. Ceres is ready for these sorts of eventualities in the City. If a storm leads to flooding, we are prepared to transfer our Disaster Debris Management Sites and equipment staging sites to higher ground using identified alternative transportation routes if necessary. Ceres also has several barges, dredging, and water salvage companies on hand as subcontractors if the need arises.

## Operational Plan for Monitoring Debris Recovery

### Certification of Maximum Volume Capacity of Hauling Trucks/Trailers

Prior to initial use, authorized Ceres personnel and Plantation representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DDMS. Approval will include documentation of truck identification and insurance, safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the truck along with measured capacity. All units hauling debris are required to be "measured in" prior to commencement of work. The hauling unit/truck/trailer certification procedure is mandatory and will be administered by quality control representatives of Ceres and the City. A Truck Certification Log Sheet will be created for each hauling unit/truck/trailer. Unit specific information along with Year, Make, Model, Address, Photograph, License Plate information, Driver Name, and signatures will be recorded on the log. At this time, a unique identifier will be assigned to the unit. Truck Certification Logs will be maintained by Quality Control Staff. The log will be maintained and available to DDMS inspection personnel regarding truck approvals, approval number, capacity, and other pertinent information.



Placarding a truck.

The unique truck/trailer identification number and its maximum carrying capacity are written with permanent marker on Ceres placards that are mounted on both sides of the truck/trailer. Ceres uses pre-printed labels with our name and blocks for the assigned identification number and measured volume. These labels cannot be removed without destroying the label. All equipment is subject to further inspection by the City at any time during the project.

### Work Locations

Dispatch records will be maintained for the duration of the project. Records will include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Prior to the assignment of sections to crews, each section/subdivision will be inspected by Ceres Field Personnel to ascertain the optimal crew configuration/type (Self Loader, Wheeled Loader with Dump Trucks, High-Capacity Trailers, or other combinations of equipment). Classification of sections maximizes production and minimizes potential damage to property. Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan.

### Field Management

Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the City Management Team and the Ceres Management Team. As the project progresses, the needs of the City may change, and resource requirements may need to be reassessed. The original plan, therefore, may need to be modified. To ensure effective and efficient execution of all fieldwork, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the City and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation or a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.

Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety

inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

The collection crew Foreman will be responsible for scouting future debris removal locations within the daily schedule set by the Program Manager. While scouting the zone, the Foreman's responsibilities include:

- Locating logical trucking routes.
- Identification of Sections by Crew Type/Composition.
- Locating and planning the control or elimination of hazards within the zone (such as high traffic areas). Preference will be given to Self-Loaders to ease traffic congestion and minimize damage.
- Advising the Site Manager of any anticipated difficulties or hazards.
- Determining and obtaining resources necessary to ensure a steady workflow.

At the end of each shift, documentation of work completed will be tabulated by the administrative staff and used to schedule the next day's work activities. At this time, any daily reports required by the City will be produced.

### Scheduling Control Debris Collection

During post-award preparation the Project Manager obtains maps detailed enough to provide individual debris collection crews address block information. Maps will be divided and identified according to Districts, Sections, and Developments or Address Blocks. The Master Debris Management Map will be located in the Emergency Response Mobile Command Center. Individual developments or address block maps will be reproduced on 8.5" x 11" paper for use in crew dispatching. Each Site Manager will be provided with a binder containing all the development/address block maps for the event's entire area.

The Project Manager will be responsible for the assignment of Districts, Sections, and Developments or Address blocks to subcontractors and their respective crews. A written master assignment file will be maintained in the Emergency Mobile Command Center and will be updated as changes or additions are made. The dispatcher will be responsible for dispatching crews to their assigned areas utilizing the master assignment file. Subcontractors and their respective crews will not be permitted to have more than two open assigned areas. Communication between the subcontractors, their respective crews and the dispatcher will be via radio or telephone. Upon completion or near completion of an assignment, it is the responsibility of the crew leader or subcontractor to request an inspection. The dispatcher will forward this request to the debris collection superintendent or area manager for action. The debris collection superintendent or area manager will coordinate an inspection with a City designated representative.

Once an assignment has been completed and inspected, a new area will be given to the subcontractor. Depending on the size of the subcontractor and/or crew, areas may be as small as address blocks or developments up to portions or even entire Sections. Crews will not be permitted to leave their assigned area and move to another work area until all work is completed as required and the area inspected, and authorization received from the Site Manager. The dispatcher is responsible for continually updating crew locations. At the end of each shift, the dispatcher will provide the field managers with a list of crews and their current locations. Subcontractors and crews are prohibited from collecting debris from outside of their assigned areas. The City field representatives will be provided with updated crew assignments daily.

### Project Manager (Operations Manager)

The Project Manager (PM) or Operations Manager (OM) will serve as the principal point of contact between Ceres and the City Operations Manager. The assigned PM will be knowledgeable about all facets of Ceres' assigned tasks and will have executive project responsibilities. The PM/OM will have written authority to sign for the corporation in matters relating to this project and the City.




Upon receipt of a Notice to Proceed, the PM/OM will be on call 24 hours per day, seven days per week, and will have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage will provide immediate contact availability via cell

phone and fax machine and have Internet capabilities. The PM/OM will participate in daily After-Action Reviews and disaster exercises, functioning as a source to provide essential element information. The PM/OM will report to the City Operations Manager on an "on call basis" and be capable of responding within one hour of notification.

The PM/OM will ensure that all City event goals and priorities are met and will have authority to make executive decisions regarding the project. The PM/OM will work out of Ceres local disaster office and will meet with his support staff and crew leaders at the end of each day to review progress and set goals and priorities for the following day.

### Field Supervisors/Crew Leaders

Ceres Site Managers are responsible for ensuring safe and healthy work environments exist during all operational phases. The Site Manager's specific daily Health and Safety and Operations responsibilities include:

- Monitoring and Inspecting Heavy Equipment Operators, Truck Drivers, and Traffic Controllers in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines outlined in EM 385-1-1 and CFR 29 Par 1929 and 1910. It is important to note that a debris clean-up operation exposes the general public to the numerous hazards involved in debris collection and removal.
- Enforcing the use of proper guards, controls, and work practices. Monitoring each feature of work for human, situational, and environmental factors that could cause accidents.
- Locating compiling contact information for area medical facilities. Crew Leaders will be equipped with a pager and a cellular phone in case of emergency.
- Supervising and evaluating overall worker performance, including safety.

Crew Leaders document daily production to monitor and ensure the most efficient operations. The information they are to record includes:

- Cycle Times of Trucks
- Loads per Hour
- Production

Crew leaders are also required to make sure that safety gear is provided and that it is adequate for the hazards involved and enforce proper use and wearing of protective gear. Accidents will be recorded and reported on the Supervisor's Accident/Incident Investigation Report by the Crew Leaders.

Daily records submitted up the chain of command to the Project Manager will include:

- Sub-contractor/Employee Name
- Equipment Number
- Type of Equipment
- Hourly equipment documentation, downtime, lost time, and sick time

All accident/incident reports are forwarded through the Health and Safety Manager to the Health and Safety Officer (HSO). The HSO notifies the PM, who in turn informs the City Operations Manager and implements all procedures as set forth in the Ceres Health and Safety Program.

### Description of a Typical Workday

It will be the responsibility of the Sector Manager to schedule and coordinate the location of a particular crew and equipment necessary for its job function to its location through direction to the Field Supervisors. This will take place through schedule planning from the previous day. The Field Supervisor will notify members of the crew of the start time, specific job function, and location where he/she is to report. At the beginning of the day each field employee will sign in a daily time sheet, the location according to zone (if the zone changes during the course of the day the employee will document the new location), the phase of work he/she is performing, and the unit number and beginning hours of the piece of equipment that he/she is operating (if applicable). The employee responsible for loading trucks and truck drivers will keep a running tally of the loads they complete from each particular zone over the course of the day. It is then the responsibility of the field employee to perform an inspection of the piece of equipment and inform the crew Foreman so corrective actions may be taken. The inspection will be documented on a punch-list that is supplied on the employees' daily report. After inspections and documentation are complete, the crew will begin removing the debris from their zone assigned.

Two flagmen will be placed on each end of the work perimeter to meter the flow of traffic into the work perimeter. If debris is to be moved across the roadway, the flagmen will stop all traffic. When the loading of a truck is completed, the flagmen will also stop traffic while the truck moves out of the controlled area. During the work, the flagmen will be equipped with two-way radios to coordinate the direction of traffic. Additional trucks staged for loading will all be stationed to the side of the roadway from which they will be loaded so they will not obstruct incoming traffic to the work perimeter. When loading is completed, the truck will leave the work area.



The trucks will be placed in single file to the rear of the Knuckleboom loader. As each truck in the queue is loaded and departs for the dumpsite, the next truck in line backs up to the loading perimeter. The Knuckleboom loader will load from piles that are staged by two front-end loaders working ahead of the Knuckleboom loader to limit the amount of movement of the Knuckleboom loader during the course of the day. When self-loading trucks (self-loaders) are in use, those trucks will be directed to an appropriate location within the work perimeter where they can begin loading immediately.

The front-end loaders will stage the material from the area between the sidewalks and the street into staging areas on the side of the street. If the crew is working in a high traffic area, then this method will not be incorporated – rather the staging will be done completely on one side then staged completely on the other side. When the Knuckleboom loader encounters material difficult to handle (such as chunk wood), the Front-end loader will assist in performing the loading.

Two laborers trained in the use of chain saws will assist the Knuckleboom loader. They will rake and clean up the area of the pile. When oversized material is encountered, the laborers will use chainsaws to reduce its size. The laborers will also assist the truck operators in staging for the Knuckleboom loader, notifying when loading is completed and for obstructions to and from the loading area.

The crew Foreman will be responsible for scouting future debris removal locations. He will utilize maps to locate the perimeter of the zone to which he is assigned. While scouting the zone, the Foreman's responsibilities will include:

- Locating logical truck routes.
- Plotting a logical and efficient direction for the crew.
- Locating and planning for hazards within the zone (such as high traffic areas).
- Notifying his Supervisor and Sector or Area Manager of hazards in a timely fashion so the hazard can be avoided if possible or mitigated if necessary.
- Identify plan for and obtain the necessary resources for a steady workflow in future locations of the work zone.

At the end of each shift, crew employees will complete their time sheet by entering in the time the shift ended, the ending hours on the equipment they utilized and the number of loads they either hauled or loaded. They will deliver this timesheet to the Foreman before leaving the shift. The Foreman will compile the labor information to a daily worksheet, along with Purchase Orders, trucking that was utilized and number of loads hauled, equipment utilization, and a briefing of the course of the day describing any problems that arose, and solutions implemented, and areas worked. The Foreman will then turn in the reports for the day. The following topics will be discussed with the management team:

- Changes in time for completion
- Changes in cost objectives for the project
- Changes in operating policy
- Changes in the technical specifications for the projects
- Changes in methods
- Changes in needs
- Revised activity plan estimates

- Failure of suppliers or contractors to deliver on time
- Reassessment of resource requirements on individual activities
- Inability to utilize resources as planned
- Unexpected technical difficulties
- Unexpected environmental conditions
- Scheduling needs
- Performance of work per zone or region
- Unplanned costs
- Any problems or future problems pertaining to the project

After the meeting is adjourned, the Project Manager (PM)/Operations Manager (OM) will collect all the data. The next business day the data received, and the daily reports will be entered into a computerized database. These reports will be evaluated by the Disaster Response Business Unit Director and discussed with the CEO and the PM/OM. The data will be used in weekly reports that itemize costs per region and code and weigh them towards the projected costs and schedules of the project. These reports will be submitted weekly to corresponding company divisions along with reports submitted to the City. It will be the responsibility of the PM/OM to utilize the minutes of the daily meeting and the information from the reports to make daily assessments of the schedules of each individual crew. The PM/OM will also have daily meetings with the City regarding performance and schedule issues of the project. This meeting will cover the customer needs of each zone, projected costs and scheduling of assigned zones, priority of zones, and work to be completed.

### Geographic Area Management

Every area has its own unique geographic characteristics that define the parameters of the response. An urban area, smaller municipalities, and rural areas offers different challenges to the successful completion of a disaster recovery mission. Traffic is always an issue that must be addressed, especially when working in and around waterways. Bridges are natural bottlenecks, and our experience has taught us, the less they are used during the transportation of the debris, the better. Ceres is always aware that our disaster recovery work is not the only thing utilizing the transportation system. Through the selection of strategically located DDMS, our haul trucks should have minimal impact on these areas, as the haul zones are designed to keep the trucks working close to each DDMS. In the successful completion of our Hurricane Katrina disaster recovery operation in Louisiana, we worked with all these geographical characteristics and traffic never became an issue because the zone design and DDMS locations worked together as intended. All impact sensitive areas, such as waterways, parks, forest land, and reserves will be dealt with in an environmentally appropriate manner.

### Disaster Debris Management Sites (DDMS)

Ceres will utilize the DDMS identified by the City. If additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning (if allowable) or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DDMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone
- Four walking floor trucks (120cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

During work for the USACE in Louisiana after Hurricane Katrina, we performed debris removal operations in 11 Parishes, and operated 54 DMS/final disposal sites, simultaneously.

One operator will be assigned site maintenance duties and will operate the Motor Grader, Water Truck, and Low-bed Trailer. This operator's primary duty is to ensure use of the roads by the dump trucks and maintain dust and fire control. The Loader with blade will have intermittent general site maintenance duties and will keep areas around the burn pits, ash storage, and grinding areas clean.

Ceres will construct a hazardous materials containment area at each DDMS measuring approximately 30' x 30'. Typically, the perimeter will be lined with hay bales and staked in place. The area will be lined with heavy gauge plastic (10 mil or greater) to provide a waterproof barrier. A plastic cover (10 mil or greater) will be used to prevent rain from entering the containment area. Site run-off is redirected away from the containment area by site grading. Hazardous materials that are encountered during cleanup operations will be staged in this area. Such materials will be properly disposed of in a timely manner.

## Inspection

DDMSs will be the point of inspection and load volume estimation by the City or their designated representative. Inspection towers will be used to observe and record all trucks entering and leaving the DDMS and document their loads. The tower will be 10 feet above the existing ground elevation, with a wooden handrail and steps to provide access and constructed of pressure treated lumber. The floor area will be 8'x8', constructed of 2'x8' joists, 16" O.C. with ¾" plywood supported by four 6"x6" posts. The perimeter of the floor area will be protected by a 4' high wall constructed of 2'x4" studs and ¾" plywood. The entire floor area will be covered with a corrugated tin roof. The roof will provide minimum 6' 6" headroom below the support beams. The inspection tower will be large enough to adequately accommodate a minimum of three people simultaneously.

City Monitors/Inspectors will inspect each load to verify that:

- The truck has been pre-approved and measured.
- The load is eligible.
- The 'percentage filled to' figure is determined and noted on each individual load ticket.

The Monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The Monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The Monitor will complete the load ticket presented for each load delivered to the site.




After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the Hazardous Toxic Waste Specialist, staged in the Hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.

## Load Tickets and Reporting

Ceres uses preprinted, five-part carbonless, color-coded load tickets. The tickets are available for use on this project if approved by the City. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry.

Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.

### Material Separation

Due to the nature of these operations, material separation is required to properly and efficiently process debris. Collection crews will separate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the separation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DDMS until final disposal.

Metal contaminants will be separated and baled or otherwise processed for recycling. Concrete will be separated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be separated and recycled to the maximum extent possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

### Volume Reduction by Grinding

The wheel loader with rake will push material designated for reduction to the grinder. Great care should be taken to keep the debris free of dirt before processing with a grinder/chipper; this both maintains the value of the product and reduces the cost of grinding. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion.

Horizontal grinders, having a predominately closed grinding chamber, can operate with a minimal exclusion zone projecting out at a 45-degree angle at a distance of 250 feet from each corner of the in-feed conveyor. Tub grinders, if used, will operate with an exclusion zone of 300 feet on the “kick” side of the grinder and 50 feet on the “non-kick” side. Grinders will be shut down in a full tub condition to minimize debris ejection. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. Lockout/tagout procedures will be used on grinders and strictly enforced. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs.

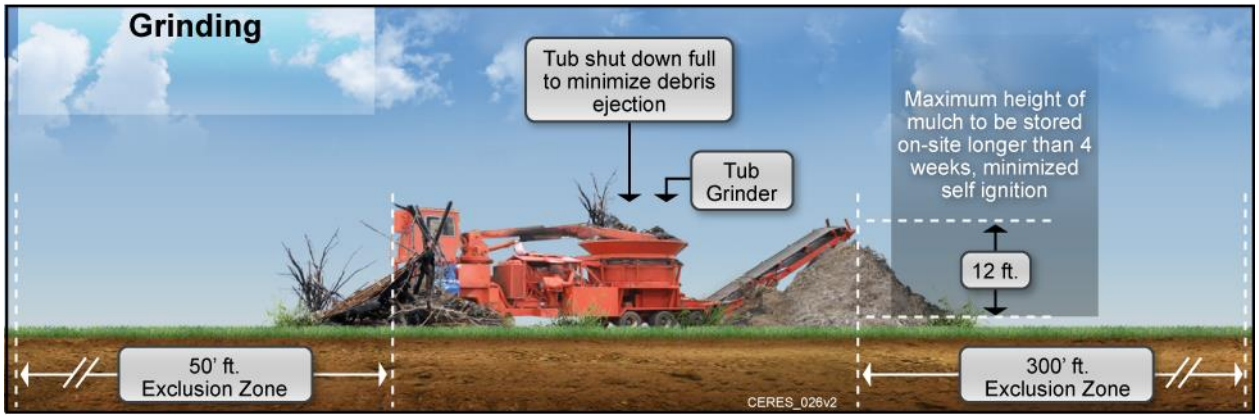


### Volume Reduction by Burning

The loader/rake will push clean debris in the direction of the burn pit, taking great care to keep the debris free of dirt. Once the debris is piled in the vicinity of the burn pit area, the backhoe with thumb will feed the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps.




The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure. Prior to removal of ash debris from the air curtain incinerator pit, the material will be wetted. Ash stockpiles will be at least 100 feet away from any debris stockpiles.

### Final Disposition

Separated, processed non-grindables will be recycled to the maximum extent possible and practicable. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Documentation will be retained regarding total type and amount of materials recycled and each recycling destination.

Clean woody materials will be processed to generate mulch. Live bottom trucks loaded with a rollout bucket-equipped wheel loader will be used to haul mulch to the final disposal site. Mulch hauling will be performed simultaneously with grinding. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of Incinerator Ash Material will comply with all federal, state, and local requirements and the Incinerator Ash Material Management Plan.

### Work Hours

Collection crews will typically work up to 12 hours per day, seven days per week unless otherwise specified or limited by contractual requirements. For safety reasons, collection crews will work during daylight hours only. Debris processing sites typically operate 24 hours per day, seven days per week if sufficient lighting is provided during evening hours, unless restricted by the contract.



### Traffic Control

As discussed in other sections, Ceres requires and will provide certified traffic control personnel for debris collection, transportation, and processing operations. Competent and qualified personnel will be trained in traffic control procedures and will be provided with necessary safety equipment and communication devices. Traffic control personnel will generally be placed at either end of a work zone to properly control the flow of traffic into and out of the work zone.

### Site Restoration

The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the Restoration Plan will include requirements for achieving ground cover through topsoil and seeding specifications. Other requirements may be mandated by the Erosion Control Plan, such as maintenance of straw bales, retention ponds, or erosion control fencing until ground cover is established. An outside independent party may be employed to conduct a post utilization environmental survey to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

## Demobilization Phase

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for the final report to the City which includes lessons learned and results of operations.

## Documentation – Field Operations

### Production Reporting

Ceres has developed specific internal procedures to ensure proper audit-quality documentation of daily project activities is captured and provided to the City. This includes project tracking forms, load tickets, truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. Other reports are prepared and submitted to document project activities, progress, and quality control.

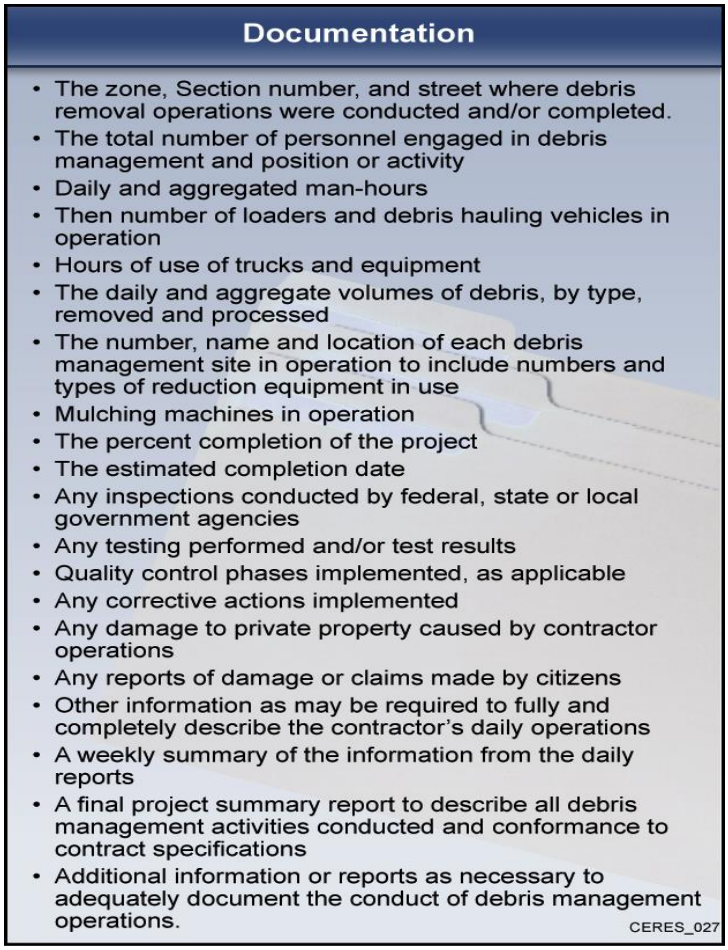


### Quality Control

Daily Contractor Production and Quality Control reports will be completed each day of work and available the following work morning to the City. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager/Operation Manager and Project QC Manager will monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the City.

Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All personnel, including employees,

subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

### Deployment of ArcGIS/Dropbox System

Ceres employs a customized ArcGIS/Dropbox system to assist project management in capturing initial site reconnaissance, develop situational awareness with the City, capture incidents/costs in the field and provide a valuable record to help City construct the administrative record. Field personnel are provided with tablets in the field to file reports through ArcGIS and pull up property data from Dropbox. For example, the Quality Control Form allows Ceres field personnel to document the progress each day on an individual zone. This includes pictures of collection crews work, cleared streets, missed piles and the overall progress of the zone towards completion. Ceres field personnel file various reports including:

- Safety Form
- Quality Control Report
- Zone Progress Report
- Zone Punchlist Form
- Damage Form

Upon submittal of a form through ArcGIS, the form is emailed to the project management staff and auto routed to the appropriate Dropbox folder organized by Zone then Subzone or street. At any time while on in the field, personnel can access the Dropbox to review previous reports or other pertinent information. Simultaneously, planning staff, the Project Manager or designee, can review Damage Claims, Zone Progress Reports and advise the City on zone completion status and offer recommendations on the path through the project.

### Invoicing

Ceres can provide invoices to the City on a bi-weekly, semi-monthly, or monthly basis. With each invoice, appropriate documentation will be provided relating to the services provided during the invoice period. Documentation will meet the City requirements and the federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the City throughout the invoicing and reimbursement process long after the work has been completed.

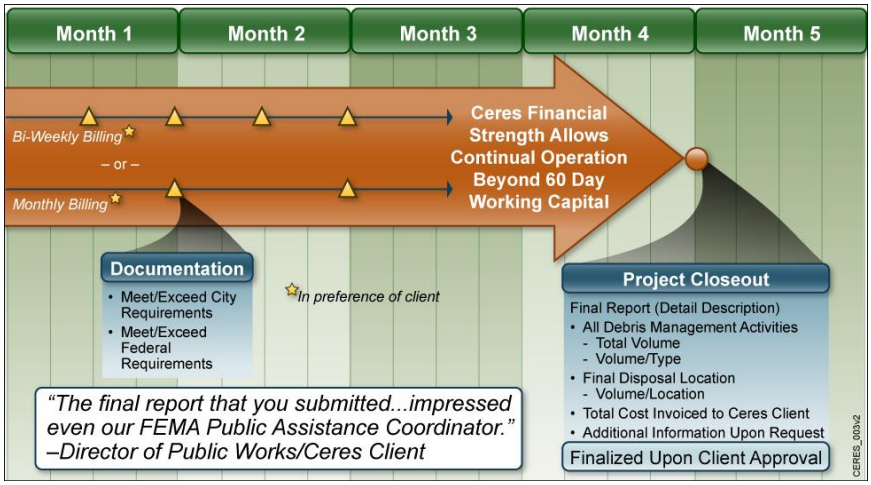


### Reimbursement Assistance

Ceres is trained and experienced in providing the necessary documentation and assistance toward the preparation of reimbursement claims (Project Worksheets) for the City. If needed, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement.

Throughout Ceres' history, no governing entity has been denied reimbursement for work Ceres has performed.

### Program Management Assistance

Ceres is experienced and trained to provide all the following services to the City:

- Project Worksheet (PW) writing
- Assistance with estimating debris volumes for Initial Damage Assessment (IDA) report
- Expenditures eligible for reimbursement
- Recovery Process Documentation
- Recovery Process Oversight
- Review of records system for applicability to federal and state requirements
- Orientation and training of City personnel on documentation requirements
- Claim documentation

### Project Closeout

A final report will be submitted to the City upon project closeout. Ceres will prepare and submit a detailed description of all debris management activities including total volume of debris by type, final disposal locations and amounts of debris delivered to each, and total cost of the project invoiced to the City. Ceres will also supply additional information upon request of the City and understands that final project reconciliation must be approved by the City.

## Debris Training Program Description

This section discusses the training requirements for all Ceres employees regarding Debris Removal and DDMS Management, known as “Debris Training.”

The Project Manager or his designee is responsible for the following:

- Implement and administer initial and refresher training programs.
- Determine the appropriate facility-specific training and/or orientation/briefing needed for each employee.
- Ensure employees attend required facility specific training and/or orientation/briefing.
- Ensure employees are assigned positions for which they have received training and/or orientation/briefing.

Project First Line Managers/Foremen are responsible for the following:

- Determine the appropriate facility specific training needed for each employee.
- Ensure employees are only assigned positions for which they have been trained or orientated/briefed, as applicable.

### Initial Training Requirements

There are no educational or experience entry requirements for Debris Training. Comprehension of the English language is required to attend the Debris Training. Comprehension is validated by the successful completion of this training program.

The first step in Debris Training is the designation of an employee as a Debris employee.

### Training Program Description

The Initial Debris Training Course uses a qualification card that includes a required 90-minute training session that covers review of the FEMA Debris Management training book E/G202, Units 7 and 8 (respectively “Debris Management Site Evaluation and Operation” and “Debris Monitoring”) and an initial safety indoctrination.

Debris Training must be completed prior to assignment and at least every two years thereafter. After the initial 90-minute training/orientation, further project-specific training is conducted by the employee’s immediate supervisor and is conducted on-the-job.

Facility specific training will be conducted regarding the TDSR Site. Topics will include Fire Prevention, Spill Prevention, Hazardous Materials Handling, Safe Operation of Heavy Equipment, Personal Protective Equipment, and Activity Hazard Analysis training.

Job Descriptions that require specific training are as follows:

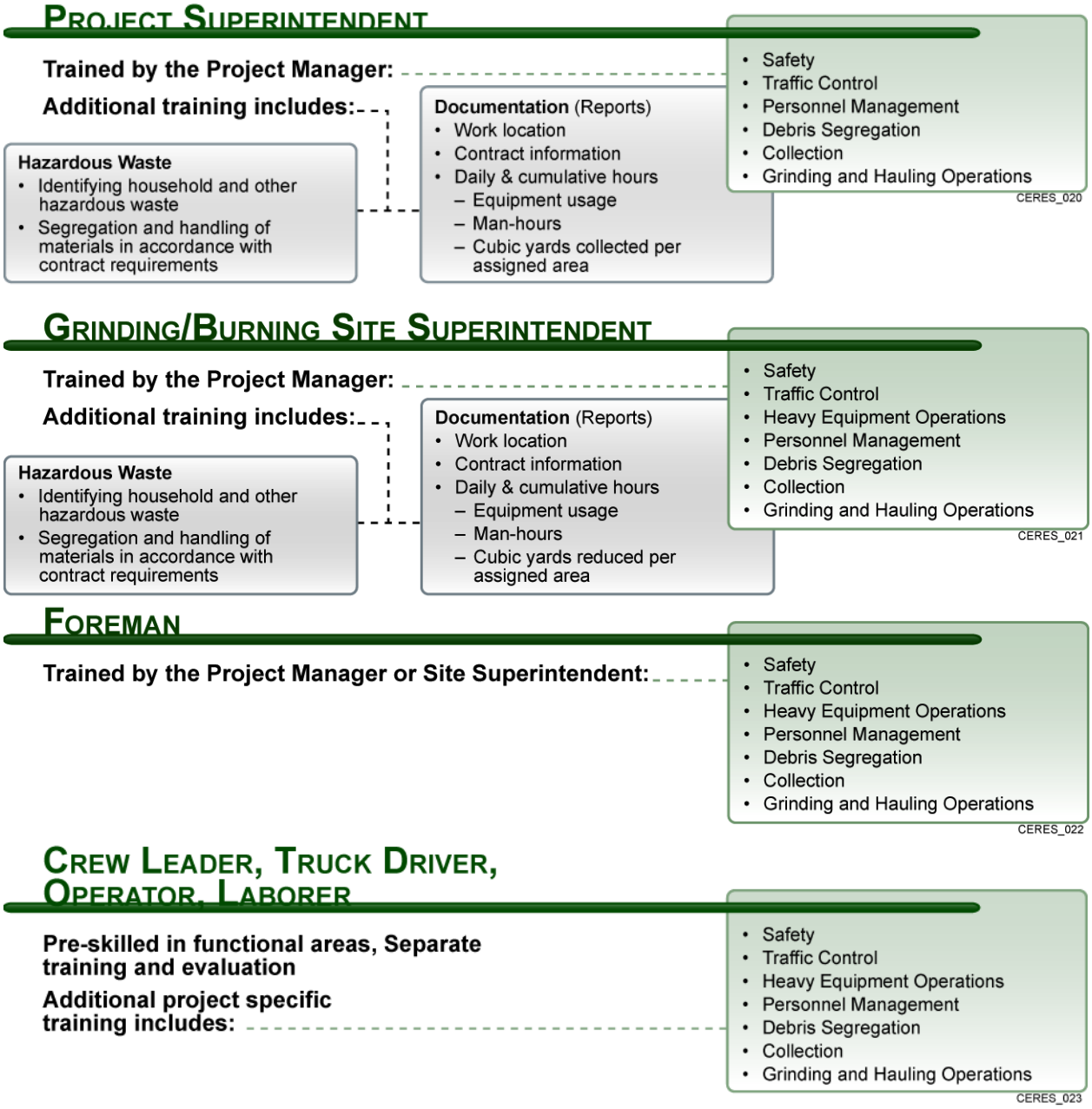


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## Organizational Structure of the Firm/Chain of Command

Ceres Environmental Services, Inc. is a privately held company owned and operated by its President, David McIntyre. The mobilization and contract administration headquarters for this contract will be our Sarasota, Florida office, with other offices, equipment facilities, staging sites, and recycling centers in Texas, Florida and Minnesota.

Ceres is structured so that one or two of the corporate officers can be absent from headquarters for extended periods of time to manage projects from the field. There are always one or two remaining at headquarters to ensure continuity of management. This proved very useful when Ceres was awarded a $1 billion contract by the U.S. Army Corps of Engineers to perform a disaster debris contract following Hurricanes Katrina and Rita, in which two of Ceres' officers were in the field in Louisiana for over six months.

### Project Management

In Ceres' experience, disaster recovery is project-based. It is best managed using the principles of formal project management that are also embedded in the National Incident Management System and its Incident Command System (ICS). Therefore, Ceres has organized its disaster response work in a manner that relies heavily on a Project Manager (PM) or Operations Manager (OM) whose position is analogous to the Incident Commander under the ICS. The PM/OM is in charge of all field production and also supervises a Project Administrator who is in charge of administrative functions on a project basis. The PM also supervises the Project Superintendent and several Area Managers (whose quantity depends on the size of the project), who supervise Sector Managers, who supervise Site Managers. The Site Managers supervise a physical location, which may be a TDSR site, a debris loading site, or a demolition site, and the personnel they supervise are generally foremen or people physically performing the work.

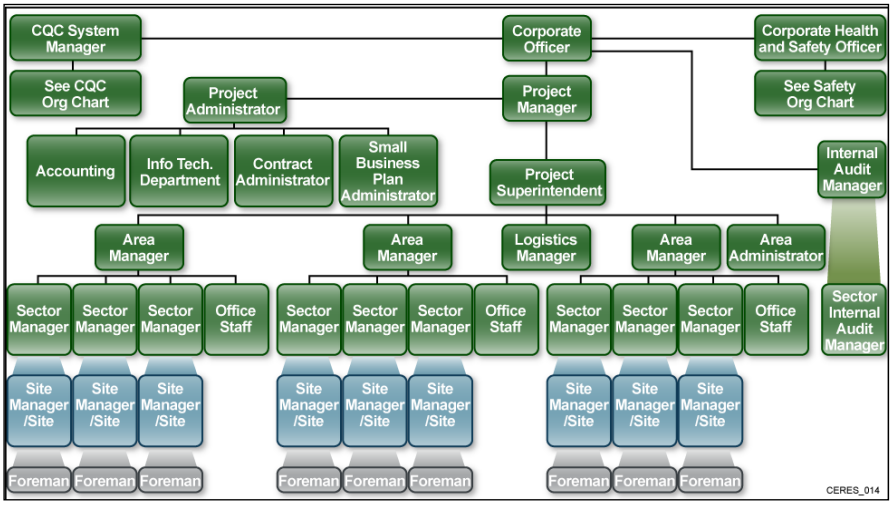


Ceres Project Management organization can be adjusted to fit the size of the project and the area of coverage by changing the number of Area, Sector and Site Managers.

The Project Manager also supervises the work of a Logistics Manager and an Area Administrator, who are staff people. At the Sector level, it is customary to have office staff. This structure allows for optimal production since multiple crews (depending on project size) are supervised and maintained while all safety, data management, and tracking protocols are being met in conjunction with quality performance.

The Project Administrator supervises the administrative staff on a field project. The staff provides support for the line managers and supervisors in the field on the jobsite. The Small Business Plan Administrator locates contracts with and administers relations with subcontractors. On large projects, the Small Business Plan Administrator may have clerical help, and will provide technical support for our subcontractors, such as assistance in preparing certified payrolls if required. The Information Technology (IT) department is responsible for tracking all types of data on the project, record keeping, and database management, and the accounting staff provides onsite support for Ceres personnel.

### Internal Audit

The Internal Audit department is a critical component of the Ceres management team. During the work on Hurricane Katrina recovery, especially during the private property debris removal activities, Ceres' management noticed that the quantity of quality control personnel was very high compared with the quantity of traditional production personnel. To maintain assurance that a project was proceeding as it should, and that personnel in all aspects of the project are performing as they should, Ceres has instituted the position of Internal Audit Manager, who supervises Audit Managers. These individuals review activities in the field

as well as review files in the office to be sure that all Ceres employees are doing their work as specified in the contract. The rigors of a Six Sigma program are not planned, but Ceres senior management believes that this addition to our organization will help Ceres strengthen its performance.

### Project Safety

Ceres maintains a Corporate Health and Safety Officer to whom the Environmental Manager and a Project Safety Manager report for each project underway. Sector Managers report to the Environmental Manager and Project Safety Manager, and functional specialists work in the field with specialized training to fill specific needs such as asbestos inspections. The Project Safety Manager in the field is responsible to the Corporate Health and Safety Officer for monitoring safety conditions and developing measures for assuring the safety of all assigned personnel.

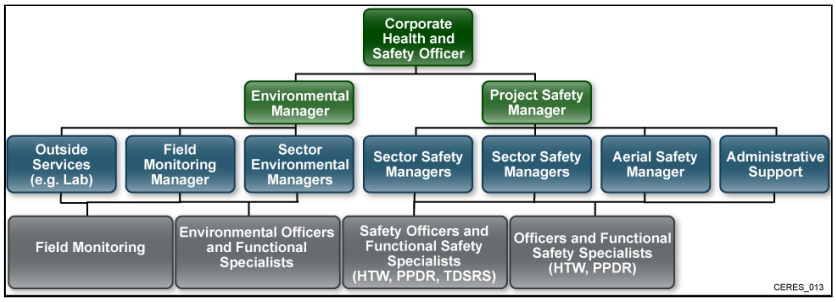


Additional Safety Officers, Functional Safety Specialists and Sector Safety Managers can be added as needed for coverage and to keep spans of control between three and five.

### Project Contractor Quality Control

The CQC System Manager reports directly to the Company President in accordance with best corporate practice. Depending on the size of the event, the organization can be readily expanded by adding additional Area and Sector Managers and Functional Specialists. This allows us to maintain coverage and keep spans of control within the ideal three to seven direct reports.

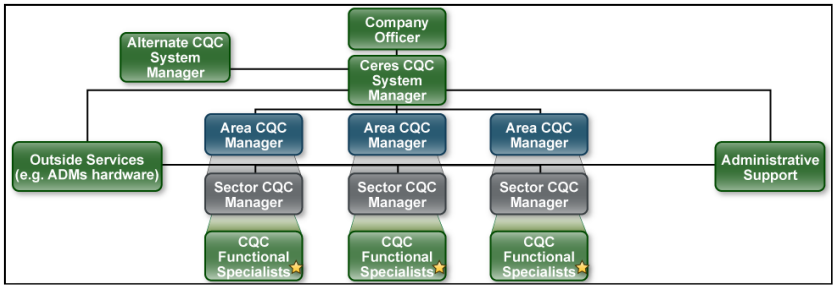


Having the Quality Manager report directly to a company officer means that quality issues get visibility at the highest levels in the company.

### Company and Project Leadership

Ceres will assign personnel resources to an event based on the size and scope of the disaster. The personnel resumes included elsewhere represent the full spectrum of personnel immediately available to Ceres. They are assigned at a seniority level and in numbers commensurate with the event. This is in accordance with the principles of the FEMA Incident Command System.

## Quality Control and Ability to Meet Set Standards

### Introduction and Project Overview

Ceres Environmental Services, Inc. has developed this Quality Control Plan with the intent to describe the elements of anticipated work and methods to establish and maintain an inspection system that will ensure performance of the work in conformance to the requirements of the contract. Prior to the development of any project-specific Quality Control (QC) System, the contract specifications will be carefully reviewed to ensure the QC system implemented will meet related requirements. Fundamental to the Plan is our understanding that:

- Authorized agency personnel have the right, at periodic intervals on the job, to inspect and test all services called for by the contract to determine performance quality and contractual compliance.
- Ceres must provide agency representatives with reasonable facilities and assistance for the safe and convenient performance of such inspections, and
- If Ceres does not promptly perform services and/or take necessary actions to conform to contract requirements, the agency may perform said services and charge Ceres or terminate the contract for default.

## Quality Control Organization

The Quality Control Manager (QCM) will implement, control and maintain the Quality Control program. The QCM will ensure all QC Supervisors and Officers are adequately trained to perform the functions of their assigned duties, and that daily documentation is prepared by each QC Officer relative to production and quality of work performed. The QC Manager will monitor the progress and quality of work, stop work where non-conformances are found and initiate appropriate corrective measures, and ensure each new task order is reviewed prior to start of work to ensure work plans conform to contract requirements. The QC Manager will also ensure the preparation of Daily Progress and Production Reports with timely submittal to the agency in accordance with contract specifications.

## QC Staff Qualifications and Responsibilities

### QC Manager

A qualified and experienced Quality Control Manager (QCM) will be assigned to this project and will be responsible for implementation and overall management of the project QC program. The QCM will have experience in the fields of engineering, project management, construction quality control, and inspection and supervision of residential and commercial construction.

### QC Area Supervisor(s)

According to the nature of the storm and resulting damage, an appropriate number of Area Supervisors will be appointed to coordinate QC activities under the supervision of the QCM. The Area Supervisors will be experienced in field administration of CQC programs as well as crew management.

### QC Sector Supervisor(s) and Qualifications

Reporting to the QC Area Supervisor will be QC Sector Supervisors. These Sector Supervisors will be responsible for administering the QC Program for their sector and for the daily work activities and performance of the Quality Control officers.

## Ability to Meet Set Standards

The following list includes those tasks that have been identified as “definable features” relative to work performed under this project. A definable feature of work is a task that is separate and distinct from other tasks and that require separate quality control requirements.

| | |
|---|---|
| Mobilization | Ceres personnel and equipment; subcontractor personnel and equipment assignments and mobilization to work area; simultaneously prepare contract-specific Operations Plans, QC Plan and Site Health and Safety Plan. |
| TDSR: Set-Up/Management | Conduct baseline environmental survey, set up tower, portable toilets and sanitation stations, HHW pit, roads/signs |
| Debris Collection/Loading/Hauling | Segregate, collect and transport debris from ROW properties. QCs to use paper load tickets until ADMS operational, then QCs will use HHU and Smart Cards to generate load information. |
| White Goods | Determine condition: Freon-containing units must go to processing location for recovery of refrigerant. Units with food waste will be secured during transport to processing center where waste can be properly removed and disposed. All other units may be transported to recycling location. |
| HHW | Segregate, transport and stage at designated location in TSDR site prior to final shipment to designated incineration site. Crews must have Hazwoper certification; QCs subject to training course prior to monitoring HHW collection. |
| E-Wastes | E-waste will be transported to designated location for proper recycling or disposal. |
| C&D | C&D will be transported to the designated landfill. |
| Reduction: ACI or Grinding, Recycling | Debris reduced by grinding (vegetative) or incineration; repackaging for efficient transport to final disposal site. |
| Reduced Debris Disposal | Hauling of non-burnable debris to designated landfills (C&D, wood mulch, concrete and brick). |
| Site Restoration | Perform environmental sampling as appropriate, other cleanup and restoration activities |

| | |
|---|---|
| Site Closeout | Remove tower, portable toilet and sanitation station, final punch-list items |

### Safety Requirements
Information pertaining to specific safety requirements is maintained in the project Accident Prevention Plan (APP), the Activity Hazard Analysis (AHAs), the current version of the USACE EM 385-1-1, and task-specific operations procedures. At a minimum, the APP addresses worker protection, equipment safety, trimming loads, flaggers, work zone safety, and traffic control.

### Training Requirements
Prior to start of work, QC personnel complete an indoctrination training course that reviews QC procedures applicable to the project as well as specific health and safety practices and procedures. This introductory course provides an overview of the project objectives; introductions to key personnel; information regarding the QC's authority and responsibility related to enforcement of health and safety requirements; and QC monitoring requirements, procedures and documentation requirements. In addition, this course reviews the AHA for the project; emergency response and accident reporting information; personal protective equipment requirements; load preparation requirements; traffic control requirements; flagger training and use requirements; and general work zone safety policies and practices.

## Submittal Control
### Use of the Submittal Register
Submittals required by specifications and/or requested by the City will comply with the procedures discussed in the contract specifications. Each submittal will be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, an internal team that includes the Operations Manager and the QC Manager will review all documents requiring submittal.

### Submittal Control Officer
The Submittal Control Officer will be responsible for the preparation, documentation and tracking of each transmittal.

## Deficiency Tracking
Deficiency tracking procedures will be in place through all aspects of the project specifications. The key areas where deficiencies may occur include all definable features. As the work progresses, continuous inspections will be performed by QC Officers and Supervisors to ensure the work conforms to contract specifications. Where non-conformances are identified, the QCM will ensure they are recorded on a Rework Item List, which will remain under the control of the QCM. This list will include recommendations for corrective measures and dates and responsibilities for completion of the corrective measures.

## Subcontractors and Outside Organizations
Ceres intends to use local subcontractors and small, woman-owned, and disadvantaged business enterprises to the maximum extent practicable.

## Reports and Forms
Ceres uses various forms to ensure proper documentation of critical items. These forms will be used to document monitoring and inspections completed by the QC Manager, Field Superintendents, and other responsible managers as identified by the QC Manager or Operations Manager. Daily production and quality control reports are typically prepared and submitted to the City representative by 7:00 a.m. on the following workday.

For each contract task, specific documentation procedures will be developed to ensure critical data is captured and documented. The documentation process, for example, for PPDR activities performed for this project will include:

- Weekly PPDR plan with crew assignments
- Route Inspection documentation to detail quality and safety compliance
- HHW inventory documentation in coordination with collection schedules
- E-waste and white goods documentation in coordination with respective collection schedules
- Concrete collection documentation in coordination with PPDR collection crew schedules
- SME, ACM and similar unique materials will be inventoried on specific documentation in coordination with collection schedules

- Photographic and GPS documentation of each property prior to and following debris removal activities
- Daily QC reports to document crew information, equipment usage, man-hours and general work performance

## Customer Service/Community Relations Plan

One of the most important support functions that Ceres Environmental Services, Inc. can provide our clients in the event of a natural disaster is to help Plantation officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Announcements will be provided to the news media, including newspapers, radio and television. Ceres will institute a “Hot Line” for toll-free calls to answer questions and to take requests for “Hot Spot” service for debris removal or other services or complaints.

A series of announcements to citizens may follow this progression of themes and estimated timeframes:

| | | |
|---|---|---|
| 1. | Separate your debris by type and place it in the right of way (curbside) | NTP* + 1 day |
| 2. | Work crews have begun debris pickup and will arrive in your neighborhood shortly for the first pass | NTP + 2 days |
| 3. | First pass is nearing completion; place debris on the right of way in preparation for the second pass | NTP + TBD |
| 4. | Second pass is underway | NTP + TBD |
| 5. | Project is nearing completion, be sure to place debris on right of way | NTP + TBD |
| 6. | Debris cleanup will be complete in one week | NTP + TBD |

**NTP = Notice To Proceed*

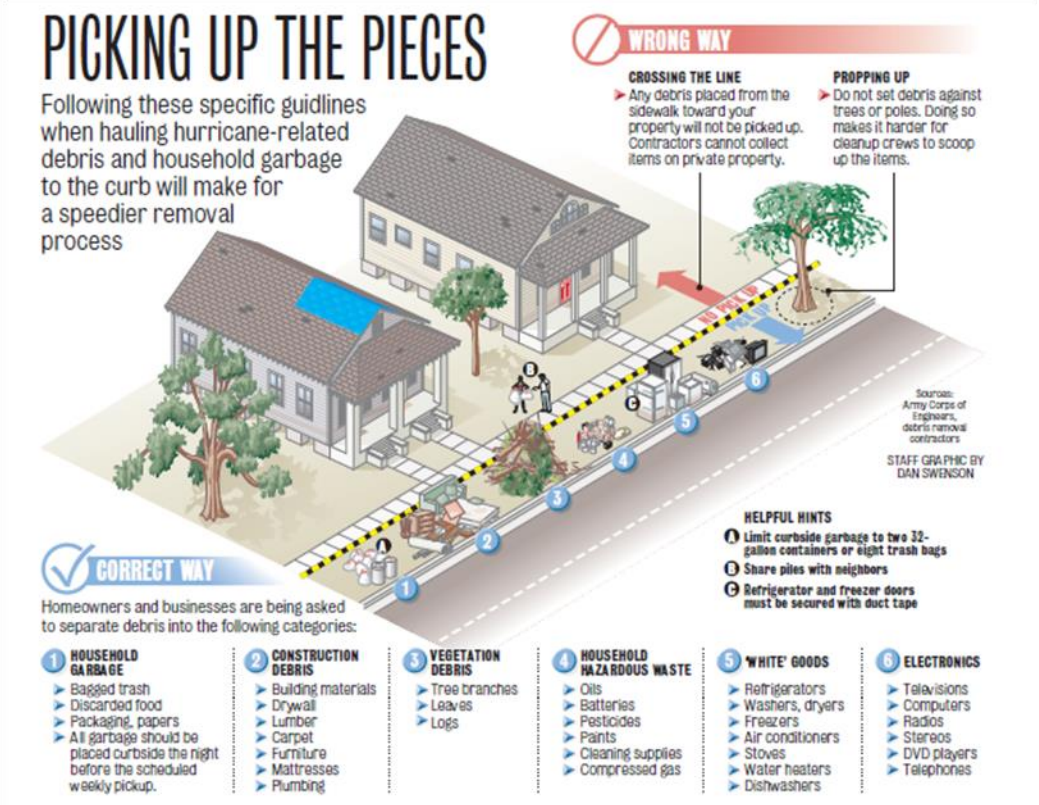

### Toll-Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Plantation officials accordingly.

### Public Information Campaigns

Having been in business for 48 years and completed more than over 350 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris separation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the City and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

### Catastrophic Events with Loss of Electronic Communication Systems

Plantation has a significant risk of an impact by a catastrophic or other major event in which traditional community messaging methods would be disrupted. Ceres is committed to ensuring adequate information is available about the scheduling and progress of recovery operations. As every disaster situation is different, Ceres' plans use a combination of non-electric post-disaster information systems that include Disaster Recovery Centers; variable message boards; and/or a signage system similar to the message system used by highway crews.

Disaster Recovery Centers are statically placed in a disaster area to ensure an impacted community has a one-stop point of contact for recovery-related services. The Centers are initiated by the local emergency management agency and are supported by local, state, federal and nonprofit organizations that provide disaster recovery services. Posting debris curbside separation information, cleanup schedules and cleanup progress reports at these centers will provide anyone looking for disaster information in their community with access to the debris recovery process.



Variable message boards will be placed at the entrance of neighborhoods to alert the residence of when to expect the next debris collection pass. As citizens of Plantation are likely accustomed to obtaining information from roadway median signs, information about cleanup can be posted in a similar manner.

## Additional Services

Ceres Environmental Services, Inc. can supply the City of Plantation with additional services that may not be covered in the RFP Pricing Schedule. These include re-establishing communications, supplying temporary housing and restroom facilities, beach and shoreline restoration, and canal and river debris removal and restoration, as well as others described below. Teaming relationships with subcontractors experienced in marine recovery efforts allow us to handle sunken vessel removal.

Pricing for any of these additional services must be determined by negotiation in accordance with FEMA guidelines to supply services that are reimbursable by FEMA to the City. The *Public Assistance Program and Policy Guide, Version 4* is an invaluable reference, especially "Chapter 7: Emergency Work Eligibility".

### Right of Entry (ROE) Private Property Debris Removal (PPDR)

If requested by the City, Ceres can remove hazardous vegetative or C&D debris from private property, when said debris is the result of a declared disaster and when Ceres is tasked with the work by the City. Ceres can assist the City in requesting FEMA's assistance for such work in advance of performing it. Each property is assessed using digital camera/video recordings to document the pre and post condition of the property. Utility companies are notified, and all utilities are located and marked prior to any work being done. Once all proper documentation, access, and Right of Entry forms are completed, work may commence.

### Demolition of Private Property Condemned Structures

Ceres can operate beyond the public Right of Way (ROW) as directed by the City. Upon receipt of a Notice to Proceed, Ceres will retain a third-party inspection firm to survey the condemned structure(s) for hazardous materials (asbestos, lead, PCBs, white goods, mercury containing components, etc.). A copy of the inspection report will be provided to the City. At the same time, Ceres engineering staff will conduct a pre-demolition survey which will consider the following:



- Structural integrity of the building
- Utilities
- Shoring requirements
- Hazardous materials
- Protective structures
- Protection of the public
- Waste management

Asbestos Abatement/Demolition Notifications will be submitted to the appropriate governmental and local agencies. All required permits will also be obtained.

The Demolition crew is expected to consist of the following.

- One to three Semi-Tractor(s) with Trailer(s)
- One Hydraulic Excavator with Bucket and Hydraulic Thumb
- One Wheeled Loader

### Removal and Replacement of Sand and Debris

With a task order from the City to the Project Manager, Ceres crews will separate, collect, transport, process, and dispose/replace sand and debris displaced by the event. Each general clean-up crew will likely consist of the following equipment.

- One Wheeled Loader with Rake/Bucket
- One to six Semi-Tractor(s) with Trailer(s)
- One Screening Plant
- One Front-end Mechanical Broom Sweeping

As directed by the City, Ceres will provide a front-end mechanical broom sweeper to clear streets, gutters, and storm-drains of scattered tree debris. Work will be assigned by sections or quadrants. Debris will be consolidated into piles of approximately five CYs and located as to not disrupt pedestrian or vehicular traffic. Piles will then be loaded and hauled. Sand will be handled as directed by the City.

### Temporary Housing - Base Camps and Bunkhouses

Ceres can provide the City with a wide variety of emergency housing options. Fully containerized bunkhouses can be trailered to a City location, or more long-term solutions can be built such as large housing tents and hard wall constructions.

### Food Service/Catering

Ceres can provide meals as directed by the City either through a mobile kitchen or in a variety of ready-to-eat formats upon issuance of a City task order. We can provide a mobile kitchen supported by a reefer container that is capable of feeding 250-1000 personnel three basic meals per day. We can supply more elaborate meals if desired.

Supplying our personnel and subcontract personnel with meals is done using the most cost-effective method. When a large number of personnel with similar schedules are housed together, we have used

group dining. Ceres provides food service through various subcontracting relationships. Meal options can be as simple as self-heating single meals, or full-service dining, with temporary kitchen facilities and a dining galley.

### Temporary Restroom and Shower Facilities

If sewer and water utilities are unavailable, Ceres can supply a range of temporary restrooms and shower facilities. These include single stall, standardized port-a-johns, multiple-stall comfort stations, completely containerized shower facilities, and assembled corral-type showers. Ceres works with City personnel to identify specific needs and arrange to have sufficient facilities in place to accommodate every need.

During our Hurricane Katrina response, Ceres provided life support including meals, shelter, showers and sanitary facilities for 400 people. We also supplied travel trailers for our own personnel due to the unavailability of housing. Following Hurricane Ike in Texas in 2008, Ceres provided Chambers County with hot meals in four locations plus showers and sanitary facilities.

### Potable Water and Ice Delivery

Ceres will supply the City with appropriate potable water, ice, and also necessary refrigeration and freezer units to store food, water and ice if required.

### Temporary Power Generation

Through agreements with various suppliers, Ceres can provide many options for temporary power generation. Both gas and diesel generators ranging from 5kw up to 1,600kw can be onsite, available for use in short order.

### Temporary Roofing Facilities (Dry-In)

Ceres is well versed in temporary roofing operations and has been successfully installing temporary dry-in on facilities since our response to Hurricane Georges in 1998. Roofing materials would vary depending on the size of repair and severity of damage; however, most common repairs would be completed with high quality plastic sheeting, furring strips and nails. Payment is based upon per square foot of roof covered.

### Government Temporary Trailer Installation

If required, Ceres will provide crews to install government supplied housing (travel trailers). We have performed installations ranging from simply setting and securing the trailer to full installations including routing sewer lines, water taps, power poles, and building ramps/steps for easy access.

### Sewer, Culvert, and Catch Basin Cleaning

If required, Ceres will supply full-service cleaning/pumping for sewers, culverts, and catch basins. We will provide qualified crews and can supply diesel and gas powered, trash, submersible hydraulic, double diaphragm and centrifugal pumps to allow for cleaning of pipes from an 8-inch diameter up to and beyond 5-foot diameter pipes.

### Mobile Office Command Center

Ceres has a number of containerized offices that can be used mobile command centers. These can be moved to the disaster zone via low bed trailers and semi tractors. We also have access to additional units through our partnering relationships. These mobile offices can be onsite, equipped with satellite communications and internet, and fully operational within hours.

### Roll-off Hauling

Two separate roll-off-related services might be requested by the City. The services may require 10 and 40 cubic yard roll-offs. The roll-off service will use sufficient trucks to ensure roll-offs are filled repeatedly with minimum wait time.

### Sunken Vessel Removal

Ceres will lease appropriate equipment and/or will locate qualified subcontractors to remove sunken vessels and dispose of them in an acceptable manner. These actions will be made following consultation with the City and will be subject to the City's advance approval of Ceres' work plan to be developed following contract award.

### River and Canal Shore Line Restoration

Ceres will transport and place fill material purchased by the City to river and canal shorelines. The material will be transported by on-road and off-road dump trucks and placed by wheel loaders.

## 2.2 Working Knowledge of the City /Working with City Staff to Maximize Resources

### Working Knowledge of the City

Ceres' corporate office is in Sarasota, FL, three hours from the City of Plantation. In Florida, Ceres has loaded, hauled, managed, reduced, and disposed of over **22,800,000 cubic yards of debris across 136 client activations since 2016**, including Plantation. This along with being a Florida-based corporation has helped Ceres build trusted relationships with Florida Division of Emergency Management, Florida Department of Environmental Protection, and Florida Department of Transportation to provide disaster guidance and quickly permit debris sites. See below for Ceres' previous experience in Plantation and Broward County.

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| Broward County, FL | Disaster Debris Clearing and Removal Services | $347,132.15 | 45,903.99 | September - October 2017 | Removal of debris resulting from Hurricane Irma |
| City of Plantation, FL (Subcontractor to DRG Inc.) | Grinding | $81,600.00 | 68,000 | September 2004 | Grinding hurricane debris |

### Working with City Staff to Maximize Resources

Upon contract award and at the City of Plantation's request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is to introduce the key members of each party's team, discuss the planning, training, and disaster response preparedness needs of the City from their own perspective, and review the Ceres Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Debris Management Site(s)
- Local Landfills Authorized for Final Disposal
- City Public Works Offices
- City Administration

It is expected that this meeting will require the better part of a normal workday. Discussion will loosely follow a prepared agenda designed to address the critical elements of resource requirements and knowledge base known to significantly enhance the City's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of each of our (both parties) teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition during an actual disaster recovery.

### Planning and Training Phase

Planning and training are available each year of the contract and may include some of the following planning and training topics. Refer to **Section 2.8, FEMA Knowledge, Technical Support, Documentation and Verification** for additional information:

- How Many Jellybeans in the Jar: Estimating Debris
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Continued Growth: Changes in FEMA Policy
- Recent Legislative Changes
- Know Where to Look: Additional Funding Mechanisms for Debris
- Keeping It Between the Lines: Working with Regulatory Agencies for Debris
- Tipping Point: Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility: What a "Good" Contractor Will Tell You
- Behind the Curtain: Becoming a Ceres Project Manager
- Tricks of the Trade: Tough Lessons Learned from 45+ Years of Experience
- Document, Document, Document: Debris Monitoring

This creates further opportunities to develop the relationships between the City staff and Ceres personnel that will help to assure a successful debris management operation, when required.

## 2.3 Current Work Load of Project Personnel

Ceres Environmental Services, Inc. has identified the key staff for the City of Plantation. This core team that is detailed in **Section 4.2, Organizational Chart and Staff Available for Proposed Work** and in **Section 4.3, Experience and Qualifications of Key Personnel**, will be assigned to Plantation for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Plantation.

Ceres personnel are currently active providing disaster debris removal in Florida and Georgia following the impacts of Hurricanes Helene and Milton. Ceres has completed projects in seven (7) jurisdictions and expects the majority of the remaining projects to be completed next month.

If Ceres is activated for an event in Plantation, the assigned Operations Manager, Project Superintendent, DDMS Forman and Site Safety Officer will be dedicated to the project 100% of the time, along with the necessary number of crews and support personnel required to meet the needs of the City. **Ceres has never exceeded its capacity to perform on its pre-event and ongoing contractual commitments.**

## 2.4 Resources to Meet the City's Needs

Throughout our proposal, we highlight the experience and capabilities that make us an excellent choice to support Plantation in the event of a disaster. Ceres has **48 years of experience** in disaster recovery and employs a professional and managerial staff with exceptional experience in the field. We own **2,019 pieces of equipment** and have a database of **3,346 trusted subcontractors** to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than **$2 billion** per project. Ceres has permanent office locations in Florida, Texas, Louisiana, California and Minnesota, with our corporate office located in Sarasota, Florida.

### Equipment

Ceres Environmental Services, Inc. and its family of companies own 2,019 pieces of disaster response equipment valued at over $108 million. Substantially more equipment is available through our subcontractors. In our 2005 response for the USACE on Hurricane Katrina, Ceres provided more than 7,847 certified placarded vehicles and supporting loading equipment for an 11-parish region in Louisiana. Ceres-owned equipment augments our subcontractors' equipment and provides additional flexibility, direct management control, and higher levels of customer responsiveness and satisfaction.

Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Ceres owns all the equipment needed for supporting its own personnel in the field, including mobile living quarters, food supply, large potable water supply tanks and large septic storage systems. These systems save valuable management time in responding to higher category storms. Ceres also has the same systems to provide project-wide support, including for Government personnel.

Ceres owns self-contained office trailers including satellite internet connections and satellite phones. Through our established vendor supply chain, we can provide rental satellite phone service to our clients.

| Category | Owned | Description |
|---|---|---|
| Light Truck | 163 | Pickup Trucks, ½ & ¾ Ton Size |
| Service Truck | 24 | Mechanic & Oiler Trucks |
| Self-Loader Truck | 21 | Straight Trucks with Grapple Loader |
| Bucket Truck | 35 | Arbor Truck with Boom |
| Straight Truck | 58 | Flatbed, Dump & Roll Off Trucks |
| Semi-Tractor | 52 | Tandem & Tri Axle Tractors |
| Utility Trailer | 83 | Car Hauler & Service Trailers |
| Dump Trailer | 52 | Dump Trailers |
| Walking Floor Trailer | 23 | 48' Self Unloading Debris Trailers |
| Tag Trailer | 19 | 40K# Tag Along Trailer for Self-Loader Support |
| Lowboy Trailer | 12 | Heavy Equipment Hauler Trailers |
| Debris Container | 37 | Assorted Roll Off Containers |
| ISO Storage Container | 81 | Portable Shipping/Storage Containers |
| Inspection Tower | 6 | Portable Traffic Inspection Tower |
| Portable Office | 7 | Portable Self-Contained Office |
| Portable Berthing (R/V) | 25 | Assorted berthing to house and sleep crew |
| Wheel Loader | 26 | Assorted Wheel Loaders with Bucket and/or Grapple |
| Backhoe Loader | 1 | Wheel Backhoe Loaders |
| Skid steer Loader | 28 | Assorted Wheel or Track Skid steer Loaders |
| Swinger Loader | 3 | Swinger Loader with Bucket and/or Grapple |
| Telehandler | 9 | Assorted Sized with Forks, Grapple and Bucket |
| Hydraulic Excavator, Tracked | 57 | Assorted Tracked Excavators with Bucket and/or Grapple |
| Hydraulic Excavator, Wheel | 2 | Wheeled Excavator with Grapple, Breaker, and Buckets |
| Hydraulic Amphibious Excavator | 2 | Pontoon Flotation Excavator with 50' Reach |
| Hydraulic Demolition Excavator | 3 | High Reach Demolition Units |
| Tracked Dozer | 21 | Assorted Dozers Straight Blade or 6 Way Blade |

| Category | Owned | Description |
|---|---|---|
| Self-Propelled Sweeper | 10 | Wet/Dry Sweeper, Truck Mounted Vacuum System |
| Tub Grinder | 7 | Assorted Sized Tub Grinder for Vegetative Reduction |
| Horizontal Grinder | 10 | Track Mounted and Trailer Mounted Grinders |
| Brush Chipper | 60 | Assorted Sized Pull Behind Chipper for Vegetative Reduction |
| Tree Chipper | 10 | Track Mounted and On Road Wheeled Self-Loading Chipper |
| Crusher, Jaw Style | 1 | Track mounted crusher unit |
| Portable Screening Machine | 9 | Assorted Screening Units for Soils and Aggregates, 2 on Tracks |
| Portable Material Density Separator | 1 | Water bath Unit for Separating Materials |
| Light Plant | 11 | Assorted Lamp Light Plants, 2 with 20KW Generator |
| Air Curtain | 10 | 9 Portable Air Curtain Trench Burner and 1 Fire Box Incinerator |
| Water Pump | 25 | Portable Water Pumps Sizing from 3" – 12" |
| Generator Set | 38 | Assorted Generators Sizing from 6KW to 240KWmw |
| Assorted Attachments | 435 | Buckets, Grapples, Blades, Shears etc.… for equipment support |
| Marine Skimmer Vessel | 5 | Work Vessel Outfitted for Harbor Cleaning of Debris and Contaminants |
| Marine Cleaning Equipment | 1 | Self-powered Beach Cleaner |
| Forestry - Tree Handler | 10 | Track Mounted and On-Road Wheeled Long Reach Tree Handler 42' to 75' Reach |
| Forestry - Forwarders, Harvesters, Skidders, Masticator, Log Loaders | 19 | Forwarders, Harvesters, Skidders, Tracked Masticator and Log Loaders |
| Water Trailer, Fire Response | 57 | Trailer with 525-gallon water tank, HP Pump and Fire Hoses |
| Logging Trailer | 17 | Hay Rack, Short Logger, Log Dolly |
| Miscellaneous | 433 | Tools, etc. |

We recognize that subcontractors are crucial to our ultimate success in a major event. Below is a sampling of important equipment available through subcontractors:

| Type of Equipment | Quantity |
|---|---|
| Air Curtain Burner | 585 |
| Bucket Trucks | 1,136 |
| Concrete/Rock Crushers | 54 |
| Excavator | 3,356 |
| Knuckleboom-Prentice-Style-Self-Loader | 5,219 |
| Roll Off Trucks | 3,955 |
| Skid Steer | 7,439 |
| Skid Steer with/Grapple | 9,001 |
| Tractor-Trailer End Dump | 11,872 |
| Tractor-Trailer Live Bottom | 4,078 |
| Truck-Dump-Single Axle | 7,973 |
| Truck-Dump-Tandem Axle | 15,358 |
| WheelLoader-FrontEnd-4Yard | 6,092 |

## Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of **$2 billion** per single project. During Hurricanes Harvey, Irma, Maria and NorCal wildfires in 2017-18, Ceres carried $98 million in open invoices with no work stoppages or delay in subcontractor payments. On the Hurricane Katrina Project, Ceres had up to $140 million in open invoices to the USACE, without an interruption in work performance or delays in payments to the subcontractors. With liquid working capital and additional credit lines in excess of $200 million available, a lack of financial resources is never an obstacle for Ceres. Refer to **Section 2.7, Financial Capability/Evidence of Insurance and Bonding Capacity** for additional information.

## Personnel

For the City of Plantation, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. Refer to **Tab 4, Key Staff Experience and Qualifications** for additional information on key project personnel and additional available staff.

Ceres has more than 200 professional staff, many holding degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

## Subcontractors

We have a database of 3,346 trusted subcontractors to support our disaster relief efforts. Our objective at Ceres is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising and utilizing, to the maximum extent possible and to the extent consistent with the Plantation's interest, local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) (such as HUBZone, Veteran-owned [VO], Service-Disabled Veteran-Owned [SDVO] and Woman-Owned [WO]) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project resulting from this contract. Additionally, Ceres may directly employ individuals on a project. Ceres has a very well-developed subcontracting plan and a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor. Refer to **Section 4.4, Tasks to be Subcontracted Out** for a list of potential subcontractors for the City.

## Facilities

The primary mobilization and contract administration headquarters for this project will be our Sarasota office. Equipment and personnel will be mobilized from the other offices as required.

Ceres' multiple locations ensure that, even if an event affects our Sarasota location, other offices will swiftly take over to meet the needs of the City.

Ceres also has servers storing company documents in multiple locations throughout the country. If one server is lost in an event the data will not be lost and will not prevent Ceres from performing any work for any of its clients.



## 2.5 Innovative Concepts/Plan for Managing Multiple Florida-Based Contracts

Throughout our proposal, we have highlighted the experience and capabilities that make us an excellent choice to support the City of Plantation in the event of a disaster. Ceres Environmental Services, Inc. has 48 years of experience in disaster recovery and employs a professional and managerial staff with exceptional experience in the field. Ceres and its family of companies own 2,019 pieces of equipment. Additionally, we have a database of 3,346 trusted subcontractors to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than $2 billion per project. Ceres has permanent office locations in Florida, Texas, Louisiana, California and Minnesota.

Ceres has demonstrated the ability to respond to large-scale events and has the resources and experience to handle multiple events in multiple locations without compromising commitment to superior performance and customer satisfaction. For more details on our ability to manage activation of multiple contracts, please see **Section 3.4, Current Workload and Future Commitments/Experience Managing Multiple Contracts Simultaneously.**

### Capacity to Meet the City's Operational Requirements

Ceres Environmental Services, Inc. has grown from a single company into a diverse family of companies related through common ownership. The companies fulfilled a long-term strategic goal of owner and President David McIntyre – to develop a suite of complementary businesses to support Disaster Response in any large and diverse disaster debris activation(s). Each business unit plays a vital role in the overall company strategy and Ceres can draw on the strength of each company to ensure that the personnel, equipment, and finances required to successfully complete large-scale debris missions is readily available upon activation. This strategy allows Ceres to: 1) retain long-term employees between disaster recovery assignments; 2) keep heavy equipment on-hand, at-the-ready and operational; 3) provide financing to ensure we can pay subcontractors promptly and purchase additional equipment necessary to self-perform.

#### Personnel

We routinely cross-train employees between companies and/or divisions to ensure they are able to deploy when needed. During the recent storm seasons, Ceres was able to field enough personnel with disaster debris experience by reaching back into the Ceres family of companies, shown below.

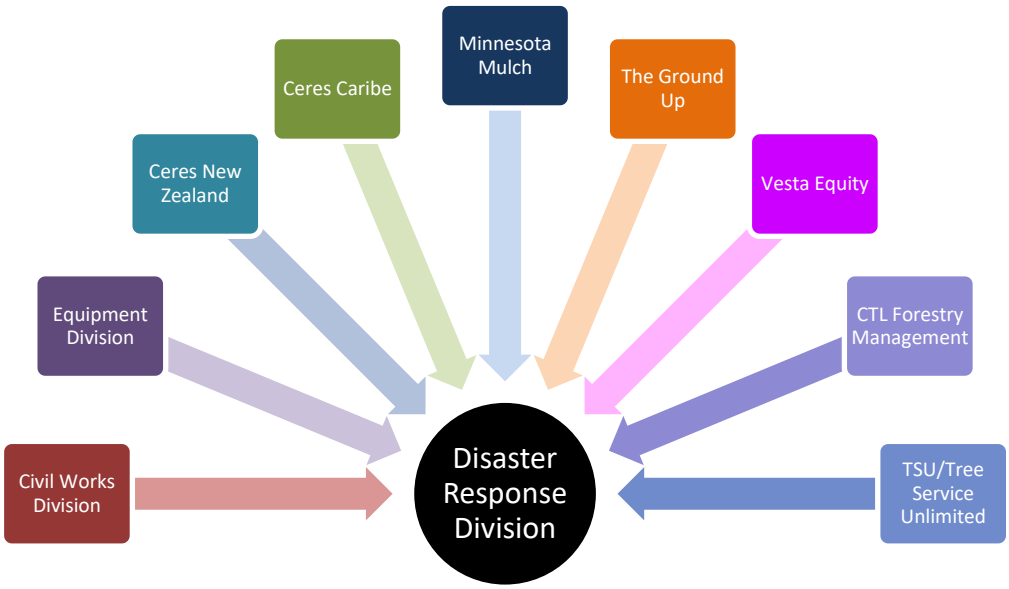


Some of our most challenging deployments to Texas, Florida, and Georgia were Ceres Disaster Response Division personnel, followed by personnel from The Ground Up and Ceres Civil Division to help fill personnel shortages. As stated above, these employees are cross trained to come into disaster recovery positions during surge situations. As additional personnel were needed, Ceres used earthquake-hardened leaders from Christchurch, New Zealand and still more from Ceres Caribe in Puerto Rico. Ceres used sister company Vesta Equity to help raise cash, secure additional project financing, run cash flow analyses, and search for available real estate within local jurisdictions to use as TDSR sites. Following the successful

completion of a debris project, these individuals were placed back into their normal day-to-day positions, retaining their debris training for the next disaster response. As an example of the use of cross-trained employees from various affiliated Ceres companies, 1,304 employees from all Ceres affiliated companies participated in the Ceres disaster recovery contracts, including 377 management staff.

When an influx of Ceres' personnel is required for disaster operations, Ceres places less experienced individuals under tenured employees as direct reports.

**Civil Works Division:** This business unit focuses on large horizontal construction contracts such as levees, dikes and other flood control works. The Civil Works Division provides bridge revenue between large activations and helps sustain home office overhead, including Human Resources, Accounting, and Maintenance. The Civil Works Division also directly supports the Disaster Response Division during activations with operators, laborers, and project management personnel and equipment.

**Equipment Division:** This business unit provides equipment to the Disaster Response Division, Ceres' Civil Works and other Ceres business units. The equipment division manages 2,019 pieces of equipment with a replacement value of approximately $108 million. This division employs 33 mechanics, managers, and logistics professionals.

The Equipment Division directly supports the Disaster Response Division during activations with equipment, mechanics, and the logistical backing to move equipment over land and water.

**Ceres New Zealand:** This business unit was formed in response to the 2010/11 Christchurch earthquakes and specializes in complex demolitions including cut and crane, high reach, and implosion. This business unit was developed to provide expertise for a large-scale earthquake response in the U.S. Ceres New Zealand directly supports the Disaster Response Division during activations with project management personnel, engineers, and unrivaled demolition expertise.

**Ceres Caribe:** This business unit was formed in 1998 in response to Hurricane Georges and has unique knowledge and relationships for work throughout the Caribbean. Ceres Caribe recently responded (2017-present) to the USACE Blue Roof Mission and the Department of Transportation and Public Works (DTOP) debris project in Puerto Rico. Ceres Caribe directly supports the Disaster Response Division during activations with project management personnel and logistical acumen.

**Minnesota Mulch:** This business unit is a Minneapolis-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations. Minnesota Mulch provides revenue between large activations and sustains home office overhead, including Human Resources, Accounting, and Maintenance. The business unit shares the 17 grinders, support equipment, operators, managers, and mechanics working day-to-day in Brooklyn Park, MN. In concert with The Ground Up personnel, Minnesota Mulch personnel oversee the operations of all TDSR sites used during an activation – from site construction, site management, reduction and site remediation/closure. Minnesota Mulch directly supports the Disaster Response Division during activations with grinder operators, debris site managers, and equipment.

**The Ground Up:** This business unit is a Houston-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations. The Ground Up provides revenue between large activations and sustains home office overhead, including Human Resources, Accounting and Maintenance. Specifically, the business unit shares the 17 grinders, support equipment, operators, managers, and mechanics working day-to-day in Houston, TX. Personnel from The Ground Up and Minnesota Mulch oversee the operations of TDSR sites used during an activation from site construction to site remediation and closure. The Ground Up directly supports the Disaster Response Division during activations with grinder operators, debris site managers, and equipment.

**Vesta Equity:** This business unit was created after Hurricane Katrina to store and provide a return on capital that would later be required for any major event. Vesta is a private equity company focused on short-term loans that can be borrowed against or sold to raise cash. Vesta Equity directly supports the Disaster Response Division during activations with cash and real estate resources to help locate potential TDSR sites. Specifically, Vesta played a lead role in helping the Disaster Recovery Division secure some $85M in the form of lines of credit, equipment loans and intracompany transfers to fund the 2016-2018 and 2021-2022 storm seasons.

**CTL Forest Management:** This business unit was acquired in 2020 to address the growing need in the Pacific Northwest and Southwest United States for pre-disaster wildfire mitigation and post-wildfire hazard tree removal services. The unit is a Placerville, California based company that provides specialized forestry management services and low-impact environmental restoration services to commercial, private, not-for-profit, municipal, and government organizations. CTL was a Prime Contractor for CalRecycle Camp Fire Hazard Tree Removal Program (DRR19067) in Butte County, CA.

**TSU/Tree Service Unlimited:** Like CTL Forest Management, this company was acquired to support Ceres operations in the West Coast region. TSU is a line clearance certified, disaster recovery, debris management, and hazard tree removal company. For 38 years TSU has successfully performed services for California's largest utilities and municipalities, as well as federal, state, and local entities.

Ceres developed the Project Management Playbook and the Debris Management Toolkit – centralized repositories for debris guidance, project forms, safety documents, and internal company protocols – to quickly onboard personnel. Ceres crafted templates and protocols to streamline the permitting of TDSR sites and final disposal sites in Florida.

Now, when disaster strikes, Ceres has dedicated disaster professionals and augments with employees cross-trained in disaster debris operations. If the event dictates the onboarding of additional personnel, Ceres has its tenured employees, Project Management Playbook, and the Debris Management Toolkit to lessen the learning curve and provide personnel with immediate access to mission-critical information.

### Equipment

**Equipment with its operating personnel** may become scarce in a very large event as the subcontractors who have the most efficient equipment quickly sign subcontracts and begin working. In a very large event, there will be remaining unmet demand and equipment will be unavailable to some jurisdictions.

Ceres avoids this problem using various tactics, including:

1) Ceres cultivates relationships with our subcontractors so that even when a subcontractor can choose from various opportunities, the subcontractor seeks out work with Ceres. Ceres has a long history with many subcontractors who have been getting relatively steady work over several storm events. These subcontractors know that following a storm Ceres will obtain work; the subcontractors realize that the best way to obtain a share of work in future storms is to be a reliable subcontractor in the present storm. By being a desirable prime contractor to work for, Ceres attracts a larger share of scarce equipment.
2) Ceres bids jobs properly and has enough revenue on a project so that even if equipment is scarce and more expensive than usual, Ceres will be able to offer enough pay to subcontractors so that they work on the Ceres project. Some subcontractors submit "lowball" prices and win awards but then find themselves unable to hire subcontractors based on that pricing schedule. Clients of these low-priced subcontractors are more likely to find themselves without sufficient equipment.
3) Ceres is strong financially and can more easily absorb higher costs than weaker prime contractors. Our financial strength allows us to pay higher prices to subcontractors if it is necessary to do so to obtain needed equipment.
4) Ceres has relationships with subcontractors across the country and can offer mobilization payments to attract subcontractors who are more distant to the event, resulting in additional equipment becoming available.
5) Ceres has developed expertise in attracting new, mostly local, entrants into the disaster debris business. These new entrants frequently use lower-cost, less-efficient equipment such as pickup trucks with small dump trailers, but they are able to add to the daily hauling capacity on a project.
6) Ceres will open additional Debris Management Sites (DMSs), so that the equipment that is on site can make more round trips per day. In this manner the daily production can increase as if there was more equipment on site, although what actually happens is that the existing equipment becomes more efficient. Ceres' recent ACI project in SW Georgia used this method to good success. Ceres opened multiple TDSRS per County to keep haul distances short and production high. Both new entrants and the existing haulers mobilized in support for the USACE debris mission. At the mission's peak, Ceres hauled 140,000 CYs in a single day, or 3.3% of the total project.

7) Finally, **Ceres owns 2,019 pieces of equipment**, including 64 excavators, 68 loaders, 21 dozers, 17 grinders, 21 self-loading knuckle boom trucks with pup trailers, 12 lowboys, and 10 air curtain incinerators. The 12 lowboys and the network of equipment transports available to Ceres is vital to moving assets around the country or to simply retrieve assets from rental companies regardless of origination point. This is a critical point of differentiation from the rest of the industry.

## Innovative Concepts

### Surge Requirements

The quantities of equipment and personnel required for a project may rapidly increase for a variety of reasons, and it is necessary that the Ceres is capable of a timely response.

Ceres possesses the four key components to successfully respond to major surge requirements, which are:

1) the management structure that can expand with increased requirements;
2) the management personnel who can provide the required additional supervision of activities;
3) the production personnel and equipment who can physically perform the increased work; and
4) the financing to keep payments flowing to subcontractors and vendors.

The Ceres **management structure** is built considering the basic crew level of a zone manager supervising a number of trucks, drivers and loading equipment. The **sector manager in turn supervises the zone managers**. If an area is denser than originally believed, additional zone managers may be required as the zones are split into subzones. If the sector manager becomes stretched due to an increased number of zone managers, an assistant sector manager will be brought in to provide additional supervision. Likewise, if an area becomes overloaded with the new subzones and additional crews, or if the overall territory is expanded, an additional area manager can be brought in. Depending on the situation, the area can be divided, or an additional area can be appended to the original areas map.

Additional trucks, drivers, and operators will be required. Generally, the quantity of the debris will adequately support the needed quantity of equipment and the density of the debris is part of the surge. This quantity and density of debris will usually provide an economic incentive to the subcontractors who specialize in disaster recovery. However, when it does not, Ceres will take steps to make sure that the subcontractors will come on to the project – often this means offering financial incentives such a mobilization payment or a performance bonus. Ceres can take these steps because we value our reputation for reliability above the financial performance of any specific project. Additionally, Ceres considers these possibilities when bidding a project – we plan for multiple contingencies.

Ceres has extensive subcontractor resources. Our history of reliably paying subcontractors and our decades of providing opportunities for subcontractors give us a large supply of subcontractors who desire to work for Ceres. This results in Ceres' ability to attract and retain subcontractors even when multiple options exist for the subs.

Finally, our affiliated company Vesta Equity assists in providing financing, so that if a surge requires rapid availability of additional funds, Ceres is prepared to obtain such resources.

### Unavailability of Disposal Sites

The unavailability of disposal sites can be mitigated by:

- distributing public information to divert waste from the debris steam to increase proper debris separation;
- thorough choice of reduction method; and
- thorough alternative uses for reduced material.

**Diverting Waste from the Debris Stream and Proper Debris Separation**

Ceres works with clients before a disaster to actively divert waste from the debris stream and to encourage proper separation of debris at the curbside. Each client and Ceres project manager receives the Debris Management Toolkit containing public information on such topics as preparing your home before the storm; brief videos on how to properly segregate curbside debris; separation diagrams, and radio advisories. Ceres encourages clients to release public information regarding proper separation of debris at curbside. It is easier to communicate with a population that hasn't yet evacuated then to communicate with a displaced population.

**Reduction Methods**
The choice of reduction method – grinding, air curtain incineration and open burn – can help alleviate the need to dispose of large quantities of disaster debris.

- **Grinding** produces a reduction ratio of between 3:1 to 5:1.
- **Air curtain incineration** produces a reduction ratio of between 20:1 to 25:1. During our Beaufort County, SC, response, Ceres land-applied the resulting ash as a lime substitute on farmland through the County. This again helped reduce the tipping fees to the County, the State of South Carolina and the federal government. Ceres maintains relationships with various state agricultural departments and extension offices to help identify farmers that may like the ash amendment and to determine the appropriate application rates.
- **Open burn** produces a reduction ratio of 10:1 to 15:1. While the most cost-effective reduction method, open burn may not be suitable for urban and suburban areas and does carry negative environmental connotations from the heavy smoke.

During the USACE Georgia mission, Ceres realized a reduction ratio of 3.2:1 and disposed of over 1,000,000 cubic yards of mulch. Ceres disposed of material co-gen facilities, pecan farms and parks, and no mulch was deposited in a landfill.

**Alternative Uses for Reduced Material**
While vegetative debris is the most common debris type, other debris types have alternative disposal options that help mitigate the unavailability of disposal sites, as shown in the following table.

| Alternative Disposal Options for Common Types of Debris | |
|---|---|
| **Debris Type** | **Use** |
| **Unprocessed Woody Debris** | Unprocessed Woody Debris can be used as marine habitat enhancements in parks and wildlife refuges in addition to developing large debris into crib walling for wetlands restoration and protection. |
| **Metals** | Metals shall be separated into ferrous and non-ferrous metals using electromagnets, metal maulers and shredders and sold to metal recycling firms. During the Lake, Mendocino and Napa Debris Mission following the NorCal wildfires, Ceres segregated metals out from the debris stream and transported to a recycling facility. Similarly, Ceres is recycling all metals from the current Camp Fire debris removal project in Paradise, CA. |
| **Rubble** | Rubble identified as concrete, bricks, cinder blocks and certain types of tile; rubble can be crushed and sieved for use as aggregate. Often utilized as a substitute for concrete aggregate in nonstructural applications, the rubble aggregate can be reformed into concrete for riprap erosion control. Ceres recycled rubble in Haiti following the 2010 earthquake and again in Christchurch, New Zealand, following the 2011 earthquake. |
| **Glass** | Glass can be directly recycled into fiberglass or used in place of sand in paving material. |
| **Asphalt Shingles** | Asphalt shingles can be recycled and given to varying local government for asphalt paving and pothole repair. |
| **White Goods and Gasoline Powered Tools** | White Goods and gasoline-powered tools communities oftentimes have not-for-profit, Goodwill, or State-owned organizations which employ workers to repair and recycle goods. In many states, following the removal of CFC refrigerants and oil/gas, the white goods and powered tools can be recycled for scrap metal. |
| **e-Waste** | e-Waste OEM manufacturer supported programs and other local recyclers that recycle e-Waste focusing on the electronic circuits, metals and plastics. |
| **Tires** | Tires can be recycled for use in asphalt, floor tiles, hoses, landscaping material, playground material and school tracks. |
| **Soil** | Utilizing screens while grinding vegetative debris, soil can be removed from vegetation and stored onsite for backfilling stump holes and ruts generated by mechanized equipment. Any remaining soil can be used in the TDSRS restoration. |

## Subcontractor Plan

### Managing Subcontractors

Ceres has managed projects of up to $1 billion in value and has more than 48 of experience in managing large projects with numerous debris crews and subcontractors.

Subcontractors, although directly responsible for providing sufficient supervision to safely and effectively perform their own work, will be managed by Ceres to ensure all work conforms to the mission-specific Task Order, SOW, and contract requirements. Ceres will maintain sufficient Quality Control personnel to place one Quality Control Supervisor with each subcontractor crew to accomplish and oversee all facets of the subcontractor's work. Daily reports will provide additional information regarding subcontractor use, use of outside services and organizations, and their respective conformance to the QC Plan requirements.

Through Ceres' flow-down provisions of our subcontract agreements, all subcontractors and their personnel will be held accountable to the same standard of safety performance as our own personnel. Disciplinary actions may include a verbal warning to the subcontractor for the first offense, a written warning letter to the subcontractor for a second offense, and possible termination of the agreement for breach of contract.

All subcontractors and suppliers are required to maintain compliance with the requirements of the contract and all related plans and procedures associated with this project. The subcontractor shall utilize only trained and skilled personnel in accordance with Federal and Territorial requirements and shall provide documentation, upon request, regarding employee training and experience.

Appropriate training must be provided by the subcontractor to their personnel, prior to the initiation of site work activities to ensure familiarity and compliance with contractual requirements. Documentation of this initial training session must be provided to Ceres. Where subcontractors elect to submit their project safety for review and approval by Ceres, both the Operations Manager and Corporate Health and Safety Officer will review and comment, reject, or approve the plan in its entirety. Time permitting, rejected plans may be amended and resubmitted to Ceres for reconsideration. Subcontractor representatives will be required to meet with Ceres personnel prior to project start up to review the subcontractor safety plan, if approved, or the Ceres safety plan and site requirements.

### Introduction to Subcontractor Plan

Our objective at Ceres Environmental Services, Inc. is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors, and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and utilizing, to the maximum extent possible and to the extent consistent with City of Plantation's interest, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well-developed subcontracting plan, and Ceres also has a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor.

### Subcontracting To Firms within the Area of the Project

It is the intention, policy and practice of Ceres to utilize **local** subcontract services in the performance of the proposed contract to the maximum extent possible as consistent, within the requirements of **the Stafford Act,** Sec. 307, Use of Local Firms and Individuals (42 U.S.C. 5150), the prime contract and sound business practices and management policies. In General - In the expenditure of Federal funds for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities which may be carried out by contract or agreement with private organizations, firms, or individuals, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. We recognize the advantages obtainable by utilizing other responsible and experienced firms who are capable of furnishing specialty services and products of high quality. First priority will be given to those subcontractors who are from or do business in the surrounding area.

A separate program will be included for local contractors that do not necessarily have goals established under the contract requirements. Ceres' internal subcontractor databases, on-line databases, online local business directories, and local government offices will be used to identify contractors in the immediate area. This is the process used quite successfully by Ceres on previous projects. The search and identification will validate the speed and performance level to mobilize contractors on site and begin the physical work. Our internal subcontractor database includes subcontractors who have expressed an interest in or assisted our firm in the successful completion of emergency response contracts. All efforts will be made to also procure supplies, materials, and labor from local vendors.

Ceres has and will continue to communicate with local authorities, elected officials, and community organizations, its desire to hire local and small business enterprises and subcategory businesses to meet the requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones. Copies of the contract will be sent to Plan Rooms servicing the region in addition to our office in the project area. The contract will also be posted to a web site and potential subcontractor registration will also be available via web, FAX, direct contact (1-877-STORM12). A dedicated toll-free telephone service will be established specifically for subcontractors interested in contracting with Ceres. Ceres has made as many resources available to subcontractors as possible in order to initiate and facilitate communication.

The Manager of Administration and the Subcontract Manager will notify regionally based subcontractors of the issuance of a notice to proceed. Ceres' subcontractor database currently contains more than 3,346 disaster debris management prospective subcontractors who have contacted Ceres with an interest in subcontracting. More than 1,100 of these subcontractors have worked on Ceres' disaster projects, providing, along with Ceres' owned fleet, more than 7,000 pieces of loading and hauling equipment. While our database of qualified subcontractors is very large, it is our intention to select from a more regionally based group and have established four unique response regions for Plantation. These are based on relative distance from your area and use straight-line miles and/or drive time to establish which region each state of potential subcontractors belongs in.

Listed below is information taken directly from our subcontractor database, showing the home state of operation and numbers of subcontractors, by the approximate drive times to Plantation. A list of prospective Florida subcontractors is included in this proposal. Should you desire a listing of the Region 1-4 subcontractors by name and location; Ceres can provide such a list upon request.

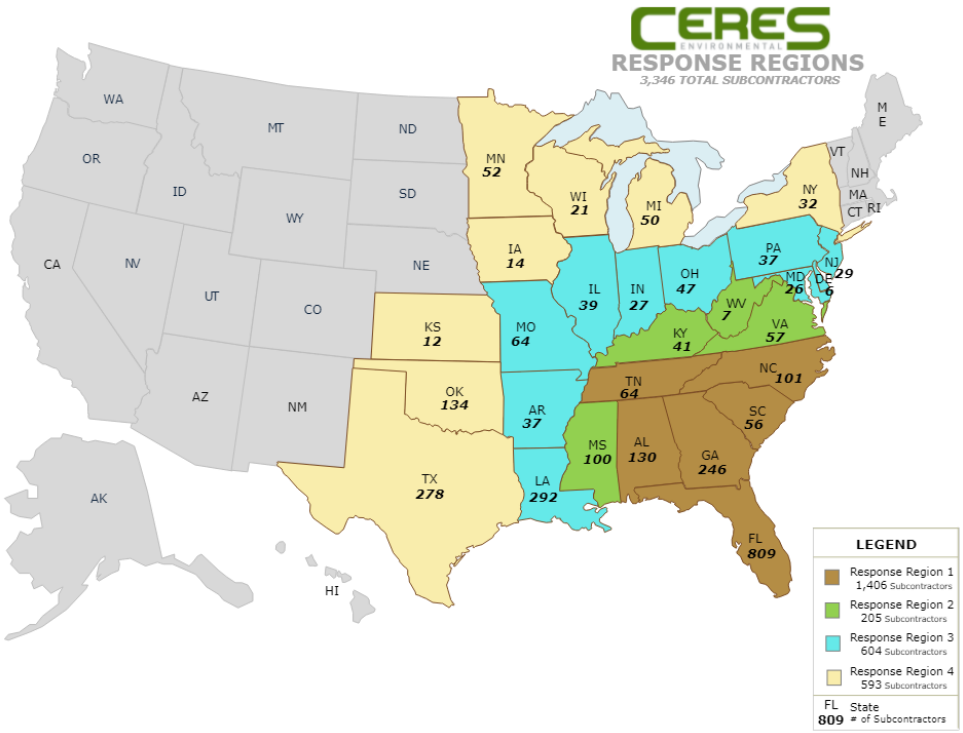

| | | | |
|---|---|---|---|
| **Response Region 1: 240 straight-line miles or 6-8 hours driving time** | | | |
| **Alabama** | 130 | **North Carolina** | 101 |
| **Florida** | 809 | **South Carolina** | 56 |
| **Georgia** | 246 | **Tennessee** | 64 |
| Subtotal of firms within 6-8 hours driving time = 1,406 | | | |
| **Response Region 2: 360 straight-line miles or 8-10 hours driving time** | | | |
| **Kentucky** | 41 | **Mississippi** | 100 |
| **Virginia** | 57 | **West Virginia** | 7 |
| Subtotal of firms within 8-10 hours driving time = 205 | | | |
| **Response Region 3: 360 straight-line miles or 8-10 hours driving time** | | | |
| **Arkansas** | 37 | **Delaware** | 6 |
| **Maryland** | 26 | **Missouri** | 64 |
| **Illinois** | 39 | **New Jersey** | 29 |
| **Indiana** | 27 | **Ohio** | 47 |
| **Louisiana** | 292 | **Pennsylvania** | 37 |
| Subtotal of firms within 8-10 hours driving time = 604 | | | |
| Total Number of Subcontractors Within One Days Driving Time = 2,215 | | | |
| **Response Region 4: greater than 600 straight-line miles or more than 14 hours driving time** | | | |
| **Iowa** | 14 | **New York** | 32 |
| **Kansas** | 12 | **Oklahoma** | 134 |
| **Michigan** | 50 | **Texas** | 278 |
| **Minnesota** | 52 | **Wisconsin** | 21 |
| Subtotal of firms greater than 14 hours driving time = 593 | | | |
| Total Number of Subcontractors Within Two Days Driving Time = 2,808 | | | |

## Ceres Subcontract Manager and Duties

The Ceres Subcontract Manager is:

Tia Laurie
Subcontract Manager
Ceres Environmental Services, Inc.
6968 Professional Parkway
Sarasota, FL 34240
(800) 218-4424
tia.laurie@ceresenv.com

Ms. Laurie's responsibilities include:

- Identification, development, and maintenance of source lists of small, small disadvantaged, and women-owned small business concerns. Verifying the list of subcontract entities, or database, is properly maintained.
- Develop outreach programs through advertising; broadcast fax solicitations; networking with local and national organizations such as SBA, applicable trade unions, Chambers of Commerce etc.
- Ensuring the inclusion of targeted business concerns in all solicitations for services or products; and ensuring that all solicitations are structured to permit the maximum possible participation by targeted concerns.
- Ensuring that certain solicitations or sources sought are restricted to SDB concerns (competitive basis).
- Ensuring the establishment and maintenance of records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by targeted enterprises.
- Ensuring the preparation and submittal of all compliance reports.
- Maintaining records and measuring performance against established goals.
- Advise, train, and foster project management personnel on the purposes of the SB Subcontracting Program.
- To ensure any provided study or reports are formatted in a manner compliant with the contract or otherwise acceptable to the City.

- Encouraging all employees and subcontractors to attend off-site training courses offered by public and private entities in small business development and small business program goals. Arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 on purchasing procedures.
- Participate in voluntary federal programs which encourage the private sector to utilize SDBs, SBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.
- Ensuring periodic rotation of potential subcontractors on bidder's lists.
- Identification of other SB concerns when the number of prospective sources is not adequate using the internet or other mass media as a resource.
- Review and approval of SB subcontracting plans submitted by large businesses.
- Maintaining requirements of the prime contract in subcontract agreements. Verification that subcontract agreements contain flowdown clauses.
- Prepare and submit semi-annual and annual subcontracting reports.
- Reporting progress in achieving goals under this program to senior level management.
- Implementation of an "in-reach" program that provides targeted businesses access to project managers and key personnel.

### Methods Utilized to Develop and Achieve Subcontracting Goals

Ceres will utilize a minimum of one subcontract manager and/or specialists in the execution of this contract. All personnel are familiar with and recognize Ceres' commitment to Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707 and Public Law. Ceres will conduct internal training seminars and workshops to assure staff compliance with requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

In addition to technical and field work subcontracted in association with this contract, buyers will make every effort to identify and utilize SBs & SDBs for supplies and services including but not limited to the following: Office and temporary housing service, Cleaning and supplies, Housekeeping Services, Laboratory Supplies and Services, Safeguarding and Security Services, and other supplies and services not typically identified for subcontract opportunities to targeted firms. Additionally, large business subcontractors will be counseled on the identification, evaluation, solicitation, and utilization of targeted businesses within their scope of services. Historically, principal items or areas we have identified for subcontract opportunities to SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones under these similar contracts include:

- Trucking and Hauling
- POL Products
- Nursery and Landscape Products and Services
- Sand and Aggregate
- Field vehicle supply, parts, and service/maintenance
- Labor housing (tent and food service supply)
- Portable Toilet supply and service
- Office and temporary housing service, cleaning, and supplies
- Office and clerical support staff
- General Laborers
- Parts, fuel, maintenance, and related equipment service
- Heavy Equipment Rental/Lease concerns
- Specialty services such as, but not limited to sewer cleaning services, solid waste hauling, and recycling, tree removal and trimming, and demolition.

Through the application of Ceres' proven capabilities relative to technical performance and contract administration, it is our intent that the Owner be provided with the highest level of performance while still achieving our participation goals and capturing opportunities for these businesses while acquiring an expanded base of qualified small businesses; obtaining more competitive pricing on procurement opportunities resulting in cost savings; and achieving an increase in small business program goal

accomplishments. Achievement of these goals will be realized through the application of the following functions and activities:

- Identification and maintenance of a qualified potential Internal Subcontractor Database, which includes business status within each level of government.
- Developing and maintaining bidder's lists for each new project of SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones from all possible resources to include but certainly not limited to the Internal Database.
- Identification of all federal, state, and local government and private associations/coalitions for targeted businesses.
- Solicit, counsel, and discuss subcontracting opportunities with representatives of targeted business firms, and encourage certification of these firms prior to commencement of work.
- Provide assistance to business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Ensuring that procurement packages are designed to permit the maximum possible participation.
- Ensure that SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones concerns have an equitable opportunity to compete for subcontracts, and that other subcontracts and services are identified that will be restricted to competitive SDB bids. Identification of subcontracts for restricted competitive bid should consider all potential services and supplies and not only those traditionally awarded to SB or SDB firms. See also DFARS 219.705-4(d).
- Provide internal motivational training to encourage purchasing and contract administration personnel to meet or exceed these goals.
- Provide assistance to potential subcontractors in completing the System of Award Management (SAM)
- Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status for the purpose of obtaining a subcontract intended to be included as part or all a goal contained within this subcontracting plan.
- Conduct reviews of subcontractor performance, providing feedback to SB and SDB firms relative to competency, abilities, experience, and capacity and provide technical assistance to any firms as appropriate, based on the outcome of the review. This review may be done prior to award or at any time post-award but must be completed prior to completion of any awarded work. Reviews may not be conducted for those firms with whom Ceres has had a prior working relationship and who have already demonstrated appropriate competency, ability, and capacity to perform the required work or service. Ceres also makes every effort to establish long-term working relationships with SBs and SDBs to include long-range project plans (e.g., joint ventures, teaming agreements, etc).
- Submit the required reports and documentation of all efforts used to identify and solicit targeted business concerns.
- Participate and cooperate in any studies or surveys that may be requested by the Owner or other agencies.

### Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

It is the policy of Ceres and its agents, hereinafter referred to as "contractor" or "contractor plan," to hire small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. Ceres agrees to carry out this policy in awarding to subcontractors, to the fullest extent possible, consistent with the efficient performance of this agreement and its options. Ceres agrees to cooperate in any studies or surveys that may be conducted by the City as may be necessary to determine the extent of Ceres' compliance with this clause.

As used in this plan, the term "small business concern" (SB) will mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" (SDB) will mean a business concern:

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially or economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more such individuals.

Ceres will presume that socially and economically disadvantaged individuals include Black-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other

minorities, or any individual found to be disadvantaged by the Administration pursuant to 8(a) of the Small Business Act.

## Utilization of Service Disabled-Veteran, Veteran-Owned and Women-Owned Small Business Concerns

It is the policy of Ceres to hire small business concerns and small business concerns owned and controlled by service-disabled veterans, veterans, and women. Service-disabled veteran and women owned, as used in this clause, means businesses that are at least 51 percent owned by veterans, service-disabled veterans or women who are United States citizens and who also control and operate the business. Ceres agrees to use its best efforts to give veteran, service-disabled veteran, and women-owned small businesses the maximum practical opportunity to fully participate in subcontract awards consistent with the efficient performance of this contract plan.

## Utilization of HUBZone Small Business Concerns

It is the policy of Ceres to hire HUBZone small business concerns. HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns Maintained by the SBA.

## Description of Efforts to Ensure That SBs, Service-Disabled Veteran Businesses, Woman-Owned Businesses, HUBZone Businesses, and SDBs Have an Equitable Opportunity to Participate in the Acquisition

Ceres agrees to use its best efforts to give targeted business the maximum practical opportunity to fully participate in subcontract awards consistent with the efficient performance of this contract plan. Ceres will assist small business and small disadvantaged concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules to facilitate the participation by such concerns. Payment schedules will be adjusted to allow for participation of all firms with cash flow concerns. Materials, Supplies, Equipment and Services will be identified and discussed with these concerns. These items include POL products, Parts and Equipment, and Services (Equipment rental, equipment subcontracting, etc.).

## Records and Source Documents

The types of records maintained, and procedures adopted to demonstrate compliance with the requirements and goals of the Small Business Subcontracting Plan include the following:

1. Source Lists (The following source lists for targeted firms are representative and are not intended to be construed as sole sources of this information. Ceres is making every effort to identify, log, and procure the necessary contractor data to allow for fair and equitable participation in this contract. The following listings are provided as an immediate source of contractors that qualify as SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones:

- SBA Dynamic Small Business Search
- List of Federally Registered Contractors for Contractor Compliance
- American Business Information Business USA
- List of Minority Businesses Councils
- Business Development Agencies
- DOD Subcontracting Directory
- Department of the Treasury, Small Business Subcontracting Opportunities
- Small Business Administration, Subcontracting Opportunities Directory
- State and Regional Small Business Administration (SBA) Resources
- National Minority Purchasing Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Trade Associations for SB, VO, SDVO, HUBZone SB, SDB, and WOSB Concerns.
- Dun and Bradstreet Procurement Planning Directory
- Participation in various local, regional, and national SB trade associations and conferences
- Membership in SB organizations, development organizations, and various government organizations

- SBA Commercial Market Representative (CMR)

Additionally, Ceres has contacted city, county, and municipal minority business development offices as additional resources to identify SB and SDB firms.

2. For each subcontract solicitation resulting in an award of more than $ 10,000.00, Ceres will retain documentation to indicate:

- Whether small business concerns were solicited and if not, why not
- Whether small disadvantaged business concerns were solicited and if not, why not
- Whether women owned small business concerns were solicited and if not, why not
- The reason award was not made to a small business concern
- Records of outreach efforts to contact:
- Trade Associations
- Business Development Organizations
- Conferences and Trade Fairs
- Records of Internal Guidance
- Records of Subcontractors Award Data

3. Ceres Subcontractor Database Management

Ceres' existing subcontractor database has been developed through out-reach efforts including, but not limited to advertising; broadcast fax solicitations; networking with local and national organizations such as the AGC, applicable trade unions, and Chambers of Commerce, etc. This database contains thousands of subcontractors who have registered with us on-line at www.ceresenvironmental.com. This registration process requires potential subcontractors to indicate their small business subcategory status. The database is continually updated and used by Ceres in recruiting and hiring appropriate subcontractors to meet the requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SDBs, SBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

The Subcontract Manager will ensure that the subcontractor database modified for this project is appropriate for the type of information required to be retained and suitable in terms of generating utilization data and contract information for bid solicitations. Specific elements of the management of this system include:

Addition and Deletion from Master List of Subcontractors including the following:

- Contact Person
- Company
- Address
- Telephone
- Email if available
- Equipment Available
- Labor Available
- Time Needed to Mobilize
- Status, Category

Additional Requirements of Contractors when Added to Master List

- Annual business updates, faxed or mailed
- Request to be maintained on Ceres qualified subcontractor list
- Insurance Capability
- Bonding Capability
- Subcontract Package to Include Subcontract Forms and Standard Government Contract Clauses

Addition and Deletion of Resource Centers such as:

- Contractor Associations
- State, Federal, and Local Subcontractor Management
- Procurement Automated Source System

- National Minority Purchasing Council Vendor Information Service
- Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency
- Sources used are the SBA's procurement automated source system (PASS)
- National Purchasing Council Vendor Information Service
- Minority Business Development Agency
- U.S. Department of Commerce
- Local Minority Business Development Centers
- Economic Development Centers
- National American Indian Enterprise Development

At present, Ceres' subcontractor database includes SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones utilized by Ceres on past projects totaling in excess of 500 Million Dollars, those who have responded to a solicitation by Ceres by means of a letter of interest inquiry executed by a company representative having signatory authority, and those who have been otherwise identified as a potential subcontractor by the Subcontract Manager through various means mentioned herein.

In addition, Ceres modified the corporate website (www.ceresenvironmental.com) to include an electronic means of potential subcontractor registration with our firm. This website provides potential subcontractors the opportunity to register with Ceres their pertinent company information, current business status, and capabilities. This information is linked to upload into our database facilitating more ready access by means of database inquiry to locate specific types of contractors, specific types of business concerns, and/or specific locations. The information required to be submitted by each potential subcontractor, which is retained in the database, includes:

Information provided by the subcontractors in the registration includes the following:

- Contractor Name
- Address
- Phone/Fax Number
- Email Address
- Business Type (SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones)
- Ownership Information
- Years in Business
- Insurance Information
- Equipment Available (type and quantity)

All potential vendors and subcontractors will be integrated into the Ceres Subcontractor Database modified specifically for this project. This (Access) database retains basic subcontractor information (name, address, and contact information), types of equipment or services provided, any pricing agreement, and business status. In addition, this system tracks work or services provided by each organization, amounts invoiced, and goals. This active vendor base will continue to be broadened throughout the performance of this contact as additional potential vendors and subcontractors are identified and/or as additional needs/solicitations arise. Efforts to broaden this vendor database will also be in conformance to those requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003. The provision of certain services or materials sought in support of this contract may be restricted to competitive bids received from only SDBs. Such restrictions will be identified by the Project Manager and communicated to the appropriate buyer(s) or contract administrator assisting in solicitation of competitive bids.

Ceres is able to utilize the information in this database, then, to contact potential subcontractors who may be interested and capable of providing specific services to our company. By identifying any parameters, such as service type or business location, Ceres can quickly generate an extensive list of potential subcontractors, meeting the criteria of a disadvantaged business as discussed in this plan, for the purposes of soliciting a competitive bid for such services.

Award to any given subcontractor will be contingent upon the provision of basic company information, current licensing, as required, and the verification of current insurance information (general liability,

automobile, and workers compensation). Other factors may include capacity, capability, experience, and abilities of the firm. The Subcontract Manager can provide direction and assistance to any such firms not readily meeting all the required or desired business elements in an effort to assist the firm in overcoming such obstacles.

4. Records of internal guidance and encouragement provided to acquisition personnel through workshops, seminars, training programs, incentive awards, and monitoring to evaluate compliance with the program's requirements.

### Past Performance

In 2018, Ceres responded to the USACE Debris Mission in the U.S. Virgin Islands. Ceres was very successful in subcontracting with local companies, with 72% of the money spent to complete the contract staying within the U.S. Virgin Islands; 100% of the subcontractors used on this project were small businesses. Ceres responded to the USACE, Lake, Mendocino, and Napa County Fire project in 2018 as well. More than half of the subcontractors were considered small businesses and all the subcontractors were from California. Ceres made a huge effort to involve as many Native American tribes from the fire affected areas. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita in 2005-2006, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses.

On USACE projects performed by Ceres, in Puerto Rico during the 1998 and 1999 hurricane seasons (Hurricane George), 100% of all subcontracting dollars went to locally based Small and various Disadvantaged Business concerns. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses. While utilizing 1,619 vendors and subcontractors, Ceres exceeded all its subcontracting goals of USACE contract number W912P8-D-05-0024. During Ceres' the Alabama tornados response in 2011, Ceres used over 80% local and minority subcontractors to complete various projects.

Ceres successfully managed more than 1,000 subcontractors and their 18,000 employees during the Katrina Disaster recovery program. Ceres provided turnkey services in the management, administration and performance of the contract. Ceres paid local subcontractors 59.5% of subcontracted dollars during our response to Hurricanes Katrina and Rita in Louisiana, and successfully subcontracted to Small Disadvantaged Businesses (10.77%), Women Owned Businesses (18.25%) and Veteran Owned Businesses (8.38%).



The following numbers represent the major role Ceres played in Katrina recovery efforts:

| | |
|---|---|
| **13,439,358** | yards of debris hauled, reduced and/or disposed |
| **194,584** | yards/day during peak production |
| **4,550,342** | yards in first 30 days |
| **315,725** | white goods hauled, processed and disposed |
| **37,033** | electronic goods hauled and disposed |

| | |
|---|---|
| **2,006** | buildings demolished |
| **5,200,000** | total project hours |
| **1,018** | subcontractors |
| **7,847** | certified placarded vehicles |
| **56** | debris reduction sites operated simultaneously |
| **14** | Total counties in Louisiana and Mississippi involved in Ceres work |

For performance of the USACE contract, Ceres used:

| | |
|---|---|
| **1,018** | Subcontractors |
| **7,847** | Certified placarded vehicles |
| **447** | Quality Control personnel (including supervisors) |
| **69** | Environmental and Safety personnel (including supervisors) |
| **2** | Environmental Engineers |
| **4** | Area Managers |
| **9** | Sector Managers |
| **1** | Operations Planner (David McIntyre) |
| **1** | Operations Manager (John Ulschmid) |
| **Plus** | Administrative support staff and site management personnel |

The U.S. Army Corps of Engineers officially evaluated Ceres' overall performance during the Katrina cleanup as "**Outstanding**". Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope.

During the performance of the above-mentioned contracts Ceres successfully utilized several hundred local SB and SDB firms and was able to exceed the proposed award goals for SB, SDB, WOSB, VO, SDVO, and HUBZone firms. Numerous other government projects have been completed by Ceres over the course of the past 25 years with successful utilization (meeting or exceeding established goals) of local and other Small Businesses, SDBs, WOSBs, VOs, SDVOs and HUBZone small businesses.

Based on our historically successful contract performance and utilization goals, Ceres anticipates that the completion of work under this contract for City of Plantation will also be successful in meeting, minimally, the stated goals contained within this plan.

## 2.6 Cost Containment Approaches/Alternative Ideas

As portrayed by our name, Ceres Environmental Services, Inc. is founded on the principle of seeking environmentally friendly solutions through all our fields of work. During a disaster response, these considerations must be balanced with ensuring safety and preventing further loss; however, through Ceres' 48 years of disaster response work, we have developed means and methods that are implemented immediately through our standard operating procedures. One of these means and methods is the way in which we address debris disposal. Another is through detailed production reporting that includes internal audits and reconciliation with the monitoring company's data.

Ceres has been involved in recycling of vegetative and municipal waste for over 30 years. It began with managing municipal vegetative waste and turning it into mulch for various cities and counties across the continental U.S. Ceres also ran an experimental program for several years that turned municipal mixed waste into compost, and a worm farm turning agricultural waste into soil enrichment products.

### Lessons Learned

From experience, Ceres knows that establishing an accurate, efficient process for tracking truck tickets, truck certifications, and additional load and haul data is critical for a successful debris project. Ceres also knows that project structure is important because it provides the foundation for success, and we know that a strategy is only as good as its execution. Ceres seeks to emphasize not only the form of managing the project, but we also pay special attention to the people that are performing the overall management of the project.

The table that follows addresses issues we have encountered and resolved during our many years in disaster debris management:

| Potential Problem | Explanation | Proposed Solution |
|---|---|---|
| **Inaccurate prediction of production rates** | The production rate at the beginning of a job can be misleading because the more debris-laden areas are often the first areas to be worked. This causes a forecasting error in the required ratio of number of crews available to the quantity of outstanding work. | Proper use of mapping techniques and monitoring zones allows for the comparison of expected debris quantities and actual quantities. This type of tracking allows for a more accurate job completion prediction. |
| **Lack of specialized training for supervisors in advance of events** | In a disaster response, communications between field operations and corporate headquarters can be challenging and supervisory personnel may be forced to make decisions without a lot of time to conference with superiors. | Because staffing is of paramount importance, Ceres has addressed this problem with multiple solutions, including locating and training adequate quantities of supervisory personnel in advance of an event. Ceres has non-disaster business units whose supervisors have been trained in disaster operations. Ceres has scheduled the non-disaster workload in a manner that allows the disaster business unit to "commandeer personnel from sister business units", and thus grow instantly to a large operation. Additionally, Ceres has an ongoing interviewing and hiring process and maintains a file of prospective employees who can be called in when an event generates the need for more staff. Finally, Ceres uses a professional search firm who serves as a reinforcement of our H.R. department when a disaster hits, who also supplies us with top personnel. |
| **Inaccurate vehicle specifications** | In the debris removal process Ceres often runs into issues with subcontractors inadvertently incorrectly measuring loads. | Ceres performs spot checks on all placarded haulers. |
| **Inadequate material supplies** | A successful debris mission needs more than simply trucks, loaders, and fuel. The project also requires management and data tracking. To perform properly, a few items are critical, such as truck placards on which to write the truck number | An ample supply of these items will be shipped immediately to the field and made available at the local office. |

| Potential Problem | Explanation | Proposed Solution |
|---|---|---|
| | and capacity, and truck certification forms with which to register and certify trucks. The shortage of these simple items could cause a tremendous log-jam. | |
| **Insufficient communications** | At the beginning of most projects, there are meetings between the Client and Ceres daily, but as jobs start slowing down, those meetings typically go from daily to weekly. | Communications should remain frequent throughout the project. This is the best way to ensure that data close-out goes smoothly. |
| **Community complaints** | Ceres is always concerned about the impact of our services on the community. We strive to resolve complaints quickly and effectively. | Ceres maintains a toll-free Storm Hotline that will be staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12.** The number will be prominently displayed on all equipment working in the clean-up area. |
| **Damage claims** | Ceres account executives sort through messages and identify time-sensitive incidents such as broken water lines, which would receive immediate attention. Each account executive identifies all the pertinent information, investigates the reported incident, and ultimately locates the crew responsible if fault is found. | Subcontractors will be given a 48-hour period to settle their damages. If the sub fails to repair the damage, Ceres will immediately make the repairs and back-charge the respective sub. The sub may also be subject to temporary shutdown of their crews and/or termination of the subcontract.<br><br>Ceres uses customized forms to track and resolve damage claims. |
| **Imbalanced completion of work** | The geographic area of a project is generally split into several zones that are managed as separate areas. If one zone gets a lot of attention and other zones appear to receive less equipment and personnel, political problems can arise. | Ceres monitors the progress daily in the various zones and seeks to maintain approximate equality of work completion in the various zones. This generally satisfies all parties: the citizen population, political leadership, and the Government's project management team. |
| **Equipment becomes scarce in very large events** | In a very large event, there will be remaining unmet demand and equipment will be unavailable to some jurisdictions. | Ceres has developed tactics to avoid this problem. Please refer to **Section 2.3, Innovative Concepts/Plan for Managing Multiple Florida Based Contracts**. On page 3 we discuss out tactics to avoid equipment and resource issues. |

## A Systems Approach for the Recycling and Re-Use of Storm-Generated Waste

A Category 3 hurricane striking a heavily forested coastline can generate millions of cubic yards of vegetative debris. After such a storm, hundreds – sometimes thousands – of pieces of heavy machinery will be operating in the affected area for weeks, clearing, hauling, and disposing of veritable mountains of storm debris—and burning primarily non-renewable fossil motor fuels.

Ceres is committed to recycling and repurposing disaster debris to the greatest extent possible. The response to Hurricane Isaac provided an exemplary model of this commitment. Even though the State of Louisiana (LA R.S. 30:2413.1) only requires a reduction of disaster vegetative debris 50 percent by weight and 50 percent volume prior to disposal in a landfill, Ceres utilized a variety of beneficial use disposal options to eliminate the need to dispose any vegetative debris in a landfill. In total, over 200,000 cubic yards of vegetative debris was diverted to a beneficial use application.

After debris is removed and transported to disposal and processing sites, two common methods of vegetative debris disposal are often used: open field burning and air curtain incineration. While both methods will likely remain in practice for years, they have become increasingly unpopular with residents and environmental quality regulators--and they do not steer storm-generated waste toward newer, more beneficial uses.

Major storms also generate enormous quantities of household wastes that must be separated, recycled, or disposed outside the MSW stream—computers, refrigerators with putrescent contents, paints, solvents, and other potentially hazardous materials.

Ceres believes that a vital element of disaster recovery is a strong waste recycling strategy that maximizes beneficial reuse of storm-generated waste. New waste-to-energy technologies, such as electricity generation and cellulosic ethanol fuel production, present the prospect of wiser, more carbon-neutral uses of storm-generated debris. Efficient debris collection and management techniques not only speed recovery and lower costs, but also reduce the greenhouse gas emissions that large fleets of hard-working commercial vehicles can produce.

## Recycling Centers

Our recycling program starts with early identification of potential recycling center sites. Working with local authorities and within environmental regulations, we begin the permitting process required for these sites within the first few days of response. By beginning this process before it's needed, we can ensure that permits are obtained, and sites are selected before debris is ready to be hauled.

Once permitted, Ceres establishes the site with company-owned recycling equipment. Our company possesses the expertise and experience to process all debris generated by a natural disaster. These processes allow Ceres to minimize the amount of debris ultimately sent to the landfill, reducing the demands on local landfill resources and allowing them to continue to operate efficiently. To facilitate onsite recycling, Ceres owns a wide variety of specialized equipment, such as:

- Concrete pulverizers and shears
- Crushers for C&D debris
- C&D Shredders
- Density Separators
- Screening equipment: vibrating and rotary, disc screens, etc.
- Metal baler
- Pick line conveyor system

These processes allow Ceres to minimize the amount of debris ultimately sent to the landfill, reducing demand on local landfill resources and allowing them to continue to operate efficiently.

Ceres provides expertise in a variety of waste management services, including waste prevention. As good stewards of the environment, Ceres employs several waste prevention techniques. These techniques are commonly summarized as: Reduction, Reuse, Recycling and Recovery. Waste prevention is emphasized throughout Ceres' organization with goals set and charted to measure performance against targets tied to industry benchmarks.

## Waste Separation

For large-scale Right-of-Way debris removal, Ceres has developed sophisticated routing protocols and procedures using state-of-the-art scheduling, separation, tracking and ticketing technologies. Appropriately trained Quality Control personnel help to ensure that materials are managed safely and in accordance with protocols and with state and local requirements and regulations.

Waste separation crews have the training appropriate to detect hazards and to perform waste identifications. Separation is best accomplished at curbside where accessibility to the debris piles is achieved. Precision extraction can be accomplished with skilled operators of specialized mechanical equipment resulting in safe and efficient collection.

Waste separation is also performed during decommissioning of structures prior to demolition. The separation team is deployed to the house or other structure scheduled for demolition. For structures which are considered safe to enter, the team will carefully walk through, survey the structure, and remove all accessible decommissioning products. These products are separated into similar group types. White goods, e-Wastes, SMEs, Tires and Household Hazardous Waste (HHWs) are the common group types. Documentation is created per structure which identifies all materials removed, as well as those materials which are not accessible. These items are removed during the demolition process. Of primary concern is the safety of the workers. Respiratory protection is available and plastic totes are used to provide separation for potentially incompatible waste streams. Worker exposures are minimized with adequate Personal Protective Equipment including respirators, impermeable suits, rubber gloves, and face shields. Industrial Hygiene monitoring is also tailored to suit the task and the potential exposures of concern.

Temporary Site Disposal and Reduction sites (TSDR) are strategically placed and are designed and managed based on the end use of the products received. For recyclable materials, Ceres is skilled at designing mission compatible Material Recovery Facilities within the TSDR framework to enhance the receipt, processing, and shipment of all types of recyclable products.

### Concrete

Concrete is generated during nearly all debris collection tasks. During wind events, efforts are made to keep concrete on grade intact during demolitions. Crushers or hammer mills can be used to reduce the concrete into useful products to sell back to cement providers. Larger pieces can be saved and used for sea walls or erosion inhibitors of lakes and streams. Any steel can be removed and baled for scrap.

The recycled concrete has many uses, including clean fill, flood banks, gabion baskets and aggregate for roading projects. Recycling will reduce the volume of materials that would normally be placed into landfills, as well as the costs of hauling heavy materials such as fuel and road wear and tear. In addition, utilizing recycled materials has a compounding effect, lowering the cost of other finished construction materials such as stone and asphalt.

### Abandoned Vessels and C&D Debris

Ceres uses portable horizontal shredders as a cost-effective means to manage and reduce C&D and fiberglass debris generated by natural disasters. Portable reduction shredders, in addition to mechanical compaction with an excavator or dozer, are options for managing/reducing construction and demolition debris shredders reduce materials as much as 75%, lowering the cost of transportation and conserving valuable landfill space. Ceres used shredders in response to Hurricanes Irma and Maria in the U.S. Virgin Islands to process over 160,000 CY of C&D debris and 396 marine abandoned vessels under a U.S. Army Corps of Engineers contract.

The management and processing of the C&D and fiberglass debris was approved by the USDA and APHIS as a permitted means of materials treatment prior to transportation and disposal off the islands, thus providing a disposal solution where none previously existed.



Ceres Off-Island Disposal of Shredded C&D Debris Shipment Headed for Texas

Environmental protection planning, dust abatement and exposure monitoring programs are integral to C&D and fiberglass reduction efficacy, addressing fugitive nuisance, silica, and fiberglass dusts and emissions is paramount to proper management. Potential emissions are controlled by a wetting procedure using proprietary wetting and encapsulation agents developed by Ceres and appropriate for the materials being reduced. Ceres' horizontal shredders are retrofitted with mill box dust suppression systems and operated in such a manner to prevent air, land, water pollution, safety/health hazards, or nuisances. Factors that impact dust control measures include wind speed, wind direction, proximity to other operations, site personnel and the general public, weather conditions and type of material must be considered. Dust suppression has also been accomplished using turbofans and water atomization sprayers.

Ceres was tasked with off-sized disposal of marine vessels and debris and all C&D debris due to limited landfill capacity in the USVI. Disposal on the continental United States involved the participation of various private, state, and federal agencies, primarily focused in Texas. The criteria used to evaluate stateside disposal options included disposal requirements, permitting restrictions, proximity of disposal facility to the receiving port, unloading times, and land transportation. Ceres obtained a full set of APHIS requirements (permit conditions) for continental disposal of C&D debris in less than six (6) months and affected final disposal of three (3) barge loads (32,367 CY) in six (6) months.

### Vegetative Debris

Ceres has decades of experience in waste wood reduction, mulch production and composting. Storm-generated vegetative debris that cannot be fed into waste-to-energy streams can be recycled and re-used in many ways. Following reduction and processing, these wastes can be used as landscape and nursery mulches, bio-filters, animal bedding, or composted for garden soils and blended with manure(s) for potting soil mixes. Ceres has direct and extensive experience in the management of Vegetative Wastes. **Privately at Ceres owned and operated facilities, in excess of 5 million cubic yards of municipal solid waste, green waste, construction and demolition debris, and vegetative material have been processed for 100% reuse**. Our experience has included the production of worm castings using vegetative feedstocks. Ceres has over twenty years of experience in the manufacturing and marketing of its products to the Nursery and Landscape industry as well as the retail consumer.

Vegetative debris is generally chipped or ground. Federal, state, and local partners recognize that vegetative debris can potentially be used for energy recovery. An obstacle to this use, for example with Katrina and Rita, was the Formosan termite infestation in southeastern and southwestern Louisiana. As a result, all cellulose material was quarantined in nine southeastern, and three southwestern parishes. This made shipment to potential users problematic. Much of the chipped vegetative debris was used as cover at landfills.

Though Ceres always seeks to vector storm generated waste, to the greatest extent possible, into waste-to-energy streams, most location do not yet have sufficient waste-to-energy capacity to handle all storm generated vegetative wastes, as the above analysis clearly demonstrates.

### White Goods

White goods include refrigerant containing appliances such as freezers, refrigerators, and air conditioners; and other large appliances such as washers and dryers and small appliances like microwaves, depending on the recycler. White Goods are separated at the curb and during demolition decommissioning activities. When tasked, Ceres implements staging, cleaning, and recycling operations of white goods. Recyclables include Refrigerant Freon, compressor oils and scrap steel.

White goods containing putrescible wastes are routed through a cleaning area to remove the biological/vegetative debris. This debris is captured into bags or other suitable containers and shipped to an appropriate landfill or composter. Volumes are tracked and counted.

***Freon*** is a regulated substance requiring extraction and recycling by an EPA registered provider. The extraction procedure is documented on EPA authorized forms. It is important to thoroughly understand the regulatory aspects of this operation.

Under Section 608 of the CAA, EPA has established regulations (40 CFR Part 82, Subpart F) that:

- Require service practices that maximize recycling of ozone-depleting compounds (both chlorofluorocarbons [CFCs] and hydrochlorofluorocarbons [HCFCs] and their blends) during the servicing and disposal of air-conditioning and refrigeration equipment.
- Set certification requirements for recycling and recovery equipment, technicians, and reclaimers.
- Restrict the sale of refrigerants to certified technicians.
- Require persons servicing or disposing of air-conditioning and refrigeration equipment to certify to EPA that they have acquired recycling or recovery equipment and are complying with the requirements of the rule.
- Establish safe disposal requirements to ensure removal of refrigerants from goods that enter the waste stream with the charge intact (e.g., motor vehicle air conditioners, home refrigerators, and room air conditioners).

If refrigerants are recycled or reclaimed, they are not considered hazardous under federal law. In addition, used oils contaminated with CFCs are not hazardous on the condition that:

- They are not mixed with other waste.
- They are subjected to CFC recycling or reclamation.
- They are not mixed with used oils from other sources.

Used oils that contain CFCs after the CFC reclamation procedure, however, are subject to specification limits for used oil fuels if these oils are destined for burning.

Once the units are clean and the Freon is extracted, the units can be prepared for crushing and bailing. Bails can be arranged in any configuration acceptable to the recycler's acceptance criteria.

### Electronic Waste

Electronic Wastes, or e-Wastes includes, but is not limited to the following items: TVs, computers, servers, laptops, cell phones, wires and cables, keyboards, mice docking stations, external and internal hard drives, tape drives, external modems, circuit boards, electric motors, transformers, amplifiers, receivers, CD/DVD players, VCRs, cassette players, cash counters, magnetic card readers, cash registers, audio/video equipment, electronic games, musical equipment, electronic test equipment & meters, telephones, answering machines, AC adapters and other power supplies, calculators, FAX equipment, scanners, surge protectors, hair blowers, etc. In general, all products containing electronic circuits where the weight of the electronics contained within is a substantial portion of the total weight of the product are considered good candidates for e-waste recycling.

Upon receipt at an acceptable recycler, electronic items are further evaluated for potential end uses. A de-manufacturing process begins further separating key components from the products. There is a tiered hierarchy of preferred processes, beginning with reuse, then recondition, recycle and landfill. Processing of e-wastes includes separation, packaging, and shipment to the recycler.

### Household Hazardous Waste

HHW contains hazardous substances such as Oxidizers, Acids, Bases, Poisons, Flammables and RCRA listed wastes. Primary Recyclables include fuels, lead acid batteries and scrap steel. A large portion of all Household Hazardous Wastes (HHW) can be recycled if properly managed. The remaining materials can be prepared for Incineration, Neutralization or Landfill. During Katrina, most of the recyclables were blended for a Fuels program for energy recovery. Likely candidates for fuels are materials characterized with a high BTU, low water ratio and include streams like paints, oils, and consumer fuels. Other recyclables include lead acid batteries, anti-freeze, mercury switches, light bulbs, and compressed cylinders.

Curbside collection and demolition decommissioning is the primary source for the HHW stream. Private citizen drop-offs at the TSDRs also contribute to the overall volumes. HHW products are identified by the product label or container type and managed by the DOT Waste Classifications for compatibility. Specific Regulatory programs also direct the flow of specific types of materials. In addition to DOT shipping requirements, there are special regulations for Universal Wastes (like mercury switches, lead acid batteries, and fluorescent bulbs), Fuels, and Guns and Ammunition, for example. Medical Wastes include sharps and used bandages. Ammunition and Guns and explosives present special hazards, as well. It is essential that only specialized personnel manage these materials.

Unknowns are sampled and tested with a series of field screening procedures designed to characterize the materials into compatible classes based on chemical and physical properties. Once chemical compatibility is determined, safer management of the materials can be applied.

Collection and staging areas at the TSDRs are established to eliminate release of chemicals and exposures resulting from the co-mingling of incompatibles. Special precautions are in place preventing chemical reactions within blending tanks. Standards from the National Fire Protection Association (NFPA) are employed. Spill Prevention Control and Countermeasures rules are applied, and containment areas are covered to minimize rainwater collection. RCRA contingency measures and evacuation procedures are prepared and practiced by facility personnel. Safety supplies are routinely inspected, and safety topics are discussed at daily safety meetings.

### Tires

Waste tires are managed independently of all other debris types. Tires are generally regulated by local or state ordinances requiring tracking and penalties for mismanagement. Ceres makes every attempt to track the location and source of the tires and works within the established structure of the community recycling programs. However, during a Debris Recovery Mission, tires are very prolific as indicated by the numbers, variety and wide distribution and can very easily overwhelm the community programs. When this is the case, Ceres has alternatives in which to assist community managers. Responsible reduction options include collection, grinding, shredding, palletizing, and transporting to company authorized commercial recyclers.

### Small Motorized Engines (SMEs)

SMEs contain hazardous substances such as gasoline, oils, and other motor fluids. Primary Recyclables include scrap steel, fuel, and plastics. SMEs are comprised of materials like lawn mowers, lawn tractors, motorcycles, portable generators, edger's, power washers and blowers, trimmers, chain saws and other gasoline powered hand tools. The types of materials generated from this stream include oils, fuels, filters, and scrap steel.

Special precautions need to be taken due to gasoline and oil. Drip pans providing secondary containment are in place where waste extractions are performed, and bulk consolidation is made.

The oils and fuels are routed to the Fuels program and the steel is crushed, bailed, banded into pallets, and shipped to an area scrap recycler.

### Abandoned Vehicles

Abandoned cars make up a large percentage of recyclable scrap steel. Vehicles brought in for processing will be tagged, inventoried in by license plate, make, model, color, and VIN. Vehicles will be staged, and site tagged for easy retrieval. Site operators will forward vehicle data to the Department of Insurance for dissemination to insurers. Local governments will be responsible for the proper notification of vehicle owners. Vehicles will remain at the staging area until inspected by appropriate authorities. Any unclaimed abandoned vehicles will be considered for recycling. Scrap vehicles will be dismantled and recycled after proper recovery of gasoline, diesel fuels, refrigerants, lubricating oils, mercury ABS switches, mercury convenience switches, lead acid batteries, brake and transmission fluids, antifreeze, and tires. Propane tanks and large appliances in recreational vehicles should be removed.

Similar procedures will be employed for boats and vessels. Boats brought to the storage areas should be site tagged, inventoried in by the Department of Wildlife and Fisheries registration or other appropriate state agency. The make, model, color, and serial number will be recorded and provided to the agency. The boats will be staged, and site tagged for easy retrieval. Site operators will compare boat data with FEMA database registered boats. Site Operators will forward boat data to the Department of Insurance for dissemination to insurers. Local governments will be responsible for the proper notification of boat owners. Boats will remain at the staging area until inspected by appropriate authorities. Boats deemed for scrap will be crushed to reduce volume for easier handling and management, shredded and properly recycled when possible. The following materials must be recovered: gasoline and diesel fuels, refrigerants, lubricating oils, mercury bilge switches, propane tanks, large appliances, lead acid batteries transmission fluid and electronics, such as, radar sets, radios, GPS units and depth finders.

Reduction, Reuse, Recycling and Recovery is emphasized throughout the Debris Removal Mission. Ceres Environmental Services, Inc. strives to reach its Waste Prevention Goals and works diligently through partnerships with local and State agencies and End-user commercial processors.

## Production Reporting

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned, other forms include truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. From this information, Ceres can provide daily, weekly, monthly, and quarterly reports as requested by the client. A few reports generated for clients in the past 5 years include Diversity Plan Monthly Status Reports, Paid Summary Reports, and Utilization and Data Monthly Reports. Ceres strong and accurate field administration feeds the production reporting developed and submitted by the accounting staff.

## Internal Audits

Ceres regularly conducts internal audits of the debris data to ensure foul play is not occurring on the project. For example, a Project Accountant will run reports on the average load calls, number of hauls per day, and total cubic yards hauled per day. That information is then compared for every truck to determine if someone falls outside the expected range. If a truck is below or above the expected range, the Project Manager or QC team will review the work of the individual truck and generate a report to document the discrepancy. Additionally, our GIS team may map all the collection locations across the City. One area seems to have tens of loads originating from the same or close by location. Similarly, the Project Manager or QC team will review the work and generate a report to document the discrepancy.

## Monitoring Consultants

Many of Ceres' clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency and pre-event planning, direct communications with the City, incorporation of City forms and FEMA forms, post-event construction management, funding, and grants management. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the monitoring companies. We do strongly recommend that the City verify that the proposed monitoring firm is not de-listed by the federal government on the "Excluded Parties List System" at **www.epls.gov**.

Ceres maintains extensive experience working with almost every debris monitoring firm in the industry today. Given the countless projects with each debris monitoring firm, Ceres understands the ins and outs of each firm's response and recovery structure, their respective automated debris management system (ADMS) and their respective invoicing procedures to ensure compliant documentation and payment recommendations. This seamless integration happens at the field level with truck certifications, monitor dispatches, zone assignments, zone closeouts and the administrative level with contracts/pricing schedule during project kick off, final disposal permits/documentation, ADMS login/downloads, and invoice reconciliation. Each day, Ceres' accounting staff imports the monitor's ADMS data by mapping the Excel spreadsheet and uploading it to Ceres database. Ceres' accounting staff then reconciles the previous day's data, identifies inconsistencies, and communicates those inconsistencies back to the monitoring firm to help ensure data integrity used in reports and invoices. Much of these elements happen outside the purview of the City, but because of the experience with each debris monitoring firm, Ceres can anticipate your needs and proactively help fill out the City of Plantation's contract record for FEMA reimbursement.

## 2.7 Financial Capability/Evidence of Insurance and Bonding Capacity

Ceres Environmental Services, Inc. can provide performance and payment bonds from an 'A'-rated, treasury-listed carrier in amounts in excess of $2 Billion per project. With liquid working capital and additional credit lines in excess of $200 million available, a lack of financial resources is never an obstacle for Ceres.

Ceres has an established, solid 25-year banking relationship with 1st Source Bank as well as other financial institutions. Financial concerns such as short-term cash flow are not obstacles for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. During Hurricanes Harvey, Irma, Maria and NorCal wildfires in 2017-18, Ceres carried $98 million in open invoices with no work stoppages or delay in subcontractor payments. On the Hurricane Katrina Project, Ceres had up to $140 million in open invoices to the USACE, without an interruption in work performance or delays in payments to the subcontractors.

**Bank of Record (Letter Attached):**
1st Source
Art Bayley
Box 266
Oconomowoc, WI 53066
262-567-7057 telephone

**Surety Company Contact (Letter Attached):**
Ted Jorgensen
Liberty Mutual Insurance Company
150 S 5th Street, Ste. 2800
Minneapolis, MN 55402
612-349-2464 telephone

**Insurance Company Information (Insurance Certificate Attached):**
Rob Dahlin
Holmes Murphy
225 South Sixth Street, Ste. 1900
Minneapolis, MN 55402
612-349-2420 telephone

1st Source Bank
Construction Equipment Financing

Box 333
Lannon, WI 53046
262-488-3800

October 15, 2024

RE: Ceres Environmental Services, Inc.

Dear Sir/Madam:

1st Source Bank has had an excellent relationship with Ceres Environmental Services, Inc. for over 30 years. We provide Ceres a medium 8 figure revolving line of credit, a Medium 8 figure equipment finance line and they maintain a Medium 7 figure deposit account.

All accounts are handled ins a very satisfactory manner. Please contact me at the above address if you have any questions.

Sincerely,

Art Bayley
Vice President

F7266-WI

Liberty Mutual

Liberty Mutual **Surety**

November 4, 2024

**City of Plantation**
**400 NW 73rd Avenue**
**Plantation, FL 33317**

**Re: Surety Bond Commitment**
**Ceres Environmental Services, Inc. (6371 Business Blvd., Suite 100., Sarasota, FL 34240)**
**RFSP No. 001-25, Disaster Debris Management and Removal Services – Term Contract**

To Whom It May Concern:

Liberty Mutual Insurance Company has approved the issuance of performance and payment bonds for the benefit of **the City of Plantation, FL** per the requirements set forth in **RFSP No. 001-25, Disaster Debris Management and Removal Services – Term Contract.** This performance and payment bond will be for the successful contract completion of the work set forth in **RFSP No. 001-25, Disaster Debris Management and Removal Services – Term Contract.** Ceres Environmental Services, Inc. is approved to provide bonds for single projects up to $2,000,000,000 (Two Billion).

Liberty Mutual Insurance Company is a surety or insurance company currently listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with an A rating, financial size category of XV in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed to issue surety bonds in the State of **Florida.**

Please note that the decision to issue performance and payment bonds is a matter between Ceres and Liberty Mutual Insurance Company and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Sincerely,

Ted Jorgensen,
Attorney-in-Fact
612-349-2400
Liberty Mutual Insurance
2854 Highway 55, Suite #250
Eagan, MN 55121

Liberty Mutual SURETY

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210698 - 190054**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this **4th** day of **November**, **2024**.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2024

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

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

| | |
|---|---|
| **PRODUCER**<br>Holmes Murphy & Associates LLC<br>2727 Grand Prairie Parkway<br>Waukee IA 50263 | **CONTACT NAME:** Jeffrey Whitworth<br>**PHONE (A/C, No, Ext):** 801-532-5976 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** jwhitworth@holmesmurphy.com |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #** |
| | **INSURER A :** Zurich American Insurance Company / 16535 |
| **INSURED** CERENVPC<br>Ceres Environmental Services Inc.<br>6371 Business Boulevard Suite 100<br>Sarasota, FL 34240 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1587248319 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contr Liab Per<br>X Policy Form/XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | GLO183855305 | 9/1/2024 | 9/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 2,000,000<br>$ 300,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | BAP184004605 | 9/1/2024 | 9/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Hired Auto Phy Damage | $ 2,000,000<br>$<br>$<br>$<br>$ ACV less ded |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC183855405 | 9/1/2024 | 9/1/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

RFSP No. 001-25: Disaster Debris Management and Removal Services

Additional Insured only if required by written contract with respect to General Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Plantation and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability and Workers Compensation applies in favor of: City of Plantation and Others as required by written contract, per policy terms and conditions.
General Liability, Automobile & Workers Compensation policies include a provision that a 30-day notice of cancellation will be furnished to the certificate holder.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Ave
Plantation FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# Waiver Of Subrogation (Blanket) Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO183855305 | 09/01/2024 | 09/01/2025 | | | $ | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

# Coverage Extension Endorsement

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. **BAP184004605** | Effective Date: **09/01/2024** |

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

**1.** The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

**a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

**c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

**2.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.



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**D. Driver Safety Program Liability and Physical Damage Coverage**

**1.** The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2.** The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

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

**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";


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**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:


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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

**1.** If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

**2.** If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

**1.** The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

**1.** Breakdown;

**2.** Repair;

**3.** Servicing;

**4.** "Loss"; or

**5.** Destruction.

**2.** The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:


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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

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

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".


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**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

| | | |
|---|---|---|
| Endorsement | Effective Policy No. | Endorsement No. |
| Insured | | Premium $ |

Insurance Company Countersigned by _____


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Ceres Environmental Services Inc.

# Additional Insured – Automatic – Owners, Lessees Or Contractors

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO183855305 | Effective Date: 09/01/2024 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,



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in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.


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**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**2.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

**1.** The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

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

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

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


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**1.** Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.



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## 2.8 FEMA Knowledge, Technical Support, Documentation and Verification

### FEMA Knowledge and Technical Support

From experience on over 350 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to the successful completion of a project and full FEMA reimbursement. To meet this need, Ceres starts with training and education covering changes in FEMA rules, regulations and policies with follow-on topics including debris management planning and review. During the project, Ceres works to ensure debris eligibility and proper documentation for NTPs, work orders, debris site permits, truck certifications, load tickets, tree tickets, haul out tickets and final disposal locations. After the project is complete, Ceres assists in project closeouts with State and FEMA, supports clients through FEMA Requests for Information (RFIs), OIG audits and arbitration, attends post-project briefings, and provides lessons learned and recommendations for the next project. This careful attention to FEMA rules, regulations and policies, compliant documentation and strict internal quality control procedures serves to protect City of Plantation's FEMA reimbursement and future budgets. **Throughout Ceres' history, no client has been denied reimbursement for eligible work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the City in order that all Project Worksheet activities and other reimbursement documentation are filed successfully.

### Training

The Ceres Pre-Event Training Program covers a wide array of disaster topics and is tailored specifically to the City's needs and education. Topics focus on three different timelines to better understand the entire contract life cycle:

- What can we do today?
- How do we respond to the event?
- Where do we go from here?

These timelines allow Ceres to develop a Pre-Event Training Program based on the specific needs and education of each client. Clients with little or outdated debris experience may want to focus on debris planning or Plantation-Ceres response immediately following an event. Conversely, clients with repeated experience from the recent hurricane seasons may want to focus on project documentation after a debris project is complete. Below, we break down each of the three timelines to expand on the Ceres Pre-Event Training Program.

#### What can we do today?

Ceres routinely works with clients on what can be done today in clear skies. The topics are:

- **Disaster Debris Management Planning**
  - Review of existing Emergency Operations Plan and Disaster Debris Management Plan – Using FEMA's Debris Management Plan Job Aid, Ceres reviews existing debris management plans for the 10 basic elements of a comprehensive plan. Further still, Ceres offers internal lessons learned from past projects to bolster the effectiveness of the plan and uses other Federal and State guidance as an additional check, including U.S. EPA's *Planning for Natural Disaster Debris.*
  - Draft a Disaster Debris Management Plan – Ceres personnel have written many disaster debris management plans for local governments, State governments and the U.S. Army Corps of Engineers. In 2019, following Hurricane Dorian, Ceres wrote the disaster debris management plan for the Commonwealth of the Bahamas which was also adopted by the United Nations Developmental Programme, Caribbean Region.
  - Disaster Debris Management Plan Workshop – Ceres provides a classroom-style training covering the various planning considerations for the emergency push operations, debris estimating/preliminary damage assessments (PDAs), debris collection strategies, locating and identifying temporary debris sites, pros/cons of different debris reduction methods, final disposal options, debris monitoring, OSHA compliance and safety, environmental protection, historical preservation (Section 106 compliance) and countless others.

- **Changes in Federal and State Guidance**
  - Continued Growth: Changes in FEMA Policy – Ceres provides classroom–style training to highlight changes, or considered changes, in FEMA rules, regulations and policies. During past trainings, Ceres has focused on changes in FEMA procurement policies, introduction of the PAPPG and recent Disaster Specific Guidance from hurricanes Harvey, Irma, Maria, Florence and Michael.
  - Recent State Legislative Changes – As States gather more experience, their response mechanisms often change. Recently, Ceres gave a presentation to the American Public Work Association, Texas Chapter regarding the recent State legislative changes and the implementation of the State's new Catastrophic Debris Management Annex.
  - Know Where to Look: Additional Funding Mechanisms for Debris – Ceres expands on little known or understood alternative Federal grant programs that offer additional funding for debris through NRCS, FHWA, USACE, USDA, USDOL and HUD.

### How do we respond to the event?

The Ceres goal with each client is to develop a partnership that seamlessly integrates two diverse teams to realize a quick and organized debris management project. To achieve this goal, we say how do we respond in an event? The topics are:

- **Tabletop Exercises –** Ceres offers and/or participates in disaster exercises with clients to better understand the client's disaster response mechanisms. When developing exercises for a client, Ceres addresses the highest client-specific disaster risk, i.e. hurricanes or tornadoes. The exercises include pre-event activities leading up to disaster impact, immediate response following the aftermath of the disaster and subsequent transition to long-term debris operations. Throughout the process, Ceres uses sealed manila envelopes to surprise participants with various debris related issues, such as damage to a curb stop by a debris hauler, debris site is full and require an additional site, etc.
- **Tricks of Trade: Tough Lessons Learned from 45+ Years of Experience –** Just over the past 4 years, Ceres has responded to 100+ federal-funded contracts, performed over $500mil in projects, and worked in 3 distinct islands groups in the Caribbean and across the U.S. With those experiences, Ceres has learned a lot. This classroom like training covers those experiences and how we currently adapt the lessons learned into our ongoing and future operations. Two such topics include private property debris removal requests and commercial debris removal requests, both of which Ceres has extensive experience assisting local FEMA funding.
- **Communication with a Displaced Population: How Can We Do It? –** This is a classroom-style training with breakouts into teams to develop catch phrase and different ways to communicate to the City's residents. Ceres focuses on different methods of communication with shelter-in-place, evacuated and displaced residents while developing content that expedites debris removal and fits Plantation's recovery timeline. During the training, Ceres provides sample videos, radio advisories, newspaper articles, door hangers, mail inserts, social media posts, etc.
- **Document, Document, Document: Debris Monitoring –** Accurate and compliant documentation is critical to FEMA reimbursement. In this classroom-style training, Ceres discusses debris monitoring in each phase of a debris management project and what information is critical to FEMA reimbursement. We look at technological advances in debris monitoring like automated debris management systems and discuss critical elements of a 214 Activity Log, truck certification, load ticket and tree ticket.
- **Back to the Basics: Debris Management 101 –** This is a classroom style training focused on providing inexperienced client personnel with an introduction to debris management operations.
- **Keeping It Between the Lines: Working with Regulatory Agencies for Debris –** Numerous State and Federal agencies and departments have a role to play in a debris removal project. This classroom style training focuses on various debris guidance from OSHA, EPA, EHP
- **Behind the Curtain: Becoming a Ceres Project Manager –** In short, this is the training Ceres offers to incoming and returning project managers. This helps client personnel understand the considerations Ceres uses when establishing zones, assigning, and dispatching trucks, selecting and constructing temporary debris management sites, closing out zones, remediating damage and wrapping up a project.

### Where do we go from here?

The topics are:

- **After Action Reports/Meetings –** Ceres is a very big proponent of after-action reports and meetings. What did we do well? What did we do poorly? Ceres brings an honest and introspective view to Ceres operations and the debris project as a whole. Since 2016, Ceres has expanded different elements of internal operations based on action items from these meetings. For example, following hurricanes Harvey, Irma and Maria, Ceres invested in more knucklebooms and grinders to insulate the company from subcontractor no shows and skip outs – unless your name is on the side of the truck, you cannot guarantee a response time. Ceres name is on the side of those trucks.
- **Avoiding the Disaster After the Disaster: Your FEMA Reimbursement –** Ceres focuses heavily on ensuring our clients are reimbursed for all disaster debris work performed. Topics vary depending on the audience (Finance vs. Procurement vs Public Works) and the knowledge level but can include the following.
  - Procurement Conducted Under Exigent of Emergency Circumstances (FEMA Fact Sheet)
  - Elements of a Project Worksheet (FEMA Fact Sheet 9580.5) – Ceres discusses various elements of Project Worksheet and focuses largely on damage description, scope of work, cost estimate, contract documentation and materials back up documentation.
  - Closing out debris projects with the State – Ceres helps package critical and frequently requested debris documentation in a usable and easily retrievable format.
  - Preparing for an OIG Audit – Ceres reviews past FEMA OIG entrance questionnaires and pulls recent OIG reports to better understand debris issues and pitfalls to local government responses.
  - Responding to FEMA RFIs – Ceres routinely helps clients gather documents and develop responses to FEMA Requests for Information.
  - Readying for Arbitration – On a few occasions, Ceres clients have run the course with FEMA RFIs and opted to head into arbitration. Ceres assists clients and their legal representation in developing arguments to successfully win arbitration hearings.

### Reimbursement Assistance

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the City. If requested, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11 and on subsequent events including Hurricanes Ian, Ida, Laura, Delta, Sally, Michael, Irma, Maria and Florence. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

### Program Management Assistance

Ceres is experienced and trained to provide all the following services to the City:

- Developing Preliminary Damage Assessment (PDA) for Submittal to State and FEMA
- Emergency Work Definition and Application to Plantation (Category A and Category B)
- Permanent Work Definition and Application to Plantation (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement
- Review of Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor Assistance
- Preparation of Project Worksheet (PW)
- Review of records system for applicability to State and Federal Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

## Documentation and Verification

### Documentation – Field Operations




Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these, and any other forms needed for the City.

Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed debris removal for Indian River County following back-to-back hurricanes Matthew and Irma in 2016 and 2017. Since the County performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the County monitors' use. During project closeout, Ceres scanned all truck certification and load tickets and provided back to the County for recordkeeping. Lastly, Ceres has transitioned its time and materials logs for emergency debris clearance to mirror an ICS Form 214 more closely. This is the standard ICS form used in emergency management to log activities performed by various ESFs. By mirroring this form in our own activities, Ceres can more seamlessly assimilate into City of Plantation's emergency response functions and quicken PW development and cost tracking.

In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the 2021 version of the Public Assistance Debris Monitoring Guide and the guidance provided by the Public Assistance Program and Policy Guide (**PAPPG** v4). These FEMA publications provide guidelines for debris management from preparation to concluding response and offer multiple sample forms for use during monitoring, including load tickets and truck certifications.

Ceres is also intimately familiar with PAPPG, Title 2 of the Code of Federal Regulations (CFR) Part 200 Procurement Standards, the Procurement Disaster Assistance Team Field Manual (2019 version) and other pertinent FEMA policy guides, fact sheets, and disaster specific guidance. Ceres maintains this information in a central repository to quickly compare policy guide revisions and distribute it to clients. When FEMA transitioned from 44 C.F.R. 13.36 to 2 C.F.R. 200, Ceres and its attorney wrote a crosswalk article highlighting the changes from one set of regulations to the other (The Construction Lawyer, Volume 36, Number 4, Fall 2016, Emergency Contracting: Avoiding a Disaster After the Disaster). In short, Ceres has access to and understands the various rules, regulations and policies required to meet FEMA reimbursement guidelines.

CERES ENVIRONMENTAL

**Quality Control Form**

Debris Removal

**Submitted Time:** 10/05/2019 7:01 AM

**APN:** 058-520-009-000

**Address:** 058-520-009 BARDEES BAR RD

| | | |
|---|---|---|
| **QC Name** | Mike Randall | |
| **SUB** | P31 | |
| **TF** | 9 | |
| **Weather Conditions** | **Weather Class** | Class A |
| | **Min Temperature** | 45 |
| | **Max Temperature** | 70 |
| | **Precipitation** | 0 |
| **Unique Features** | Yes, Steep rutted driveway to top site | |
| **Access** | Poor up top, bottom is good. | |
| **Rock** | Yes, 3 loads on driveway | |
| **Proximity to Stream or Watershed** | Neither | |
| **Walls or Chimney** | No | |
| **Multiple Outbuildings** | No | |
| **Vehicles** | Yes, 1 pick up truck | |
| **Pool** | No | |
| **Fencing** | No | |
| **Property Progress** | Start: 60, End: PFI | |
| **Picture #1** |  | |

Ceres has recently expanded its field operations reporting with the latest ESRI GIS software suite, ArcGIS 10.7TM. Ceres can create sector, zone and subzone maps to augment completion of PDA Forms, provide better estimates of debris quantities/types, track the progress of debris collection operations and help closeout zones/subzones. In totality, ArcGIS helps create a common operating picture between Ceres, its various department and the City. ArcGIS has become an integral part of Ceres overall operations and is developing a common operating picture within Ceres and among our partners.

To highlight the importance of ArcGIS, Ceres recently implemented the software suite during Ceres' completion of CalRecycle's Camp Fire debris removal project, as well as for ongoing operations in Abaco, Bahamas from Hurricane Dorian. Ceres can tailor forms and reports with

each project to capture required information and help create an administrative record to protect the City FEMA reimbursement. A screenshot of a sample report is provided on the previous page; complete copies are available upon request.

### Documentation – Administrative

Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the City wishes.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to ensure that data integrity is maintained.

Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck

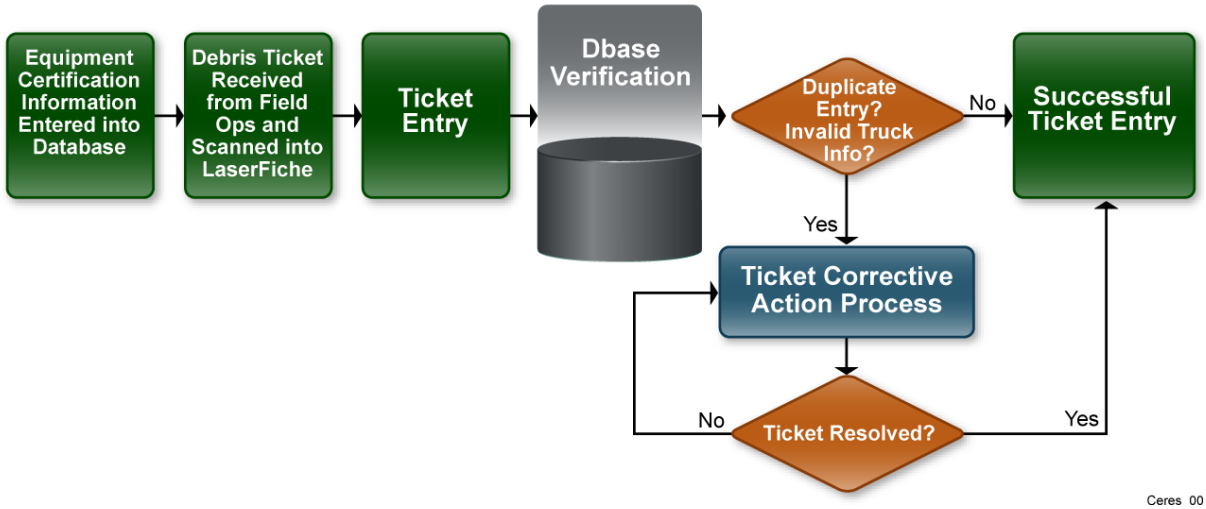


This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel, so all data is entered in a consistent manner to ensure data integrity. This extra planning makes the implementation of a project easier and faster. Additionally, the use of advanced

communication technologies, such as wireless and satellite internet connections; cell phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.

At any time, Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.

Ceres audits the database for inconsistencies, data entry error and data integrity daily. This ensures that records of all potentially reimbursable activities are acceptable and auditable by FEMA.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice work performed to the Client, to pay subcontractors, and to provide management/field operations with production reports. This information is readily shared in a variety of formats.

## Invoicing

Ceres can invoice the City on a weekly, bi-weekly or monthly basis and in any format the client or a client's representative requires. Each invoice is submitted with appropriate documentation relating to the services provided.

Documentation shall meet or exceed City and federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the City throughout the invoicing and reimbursement process long after the work has been completed. Ceres' financial strength enables Ceres to operate within the working capital requirement of the contract.

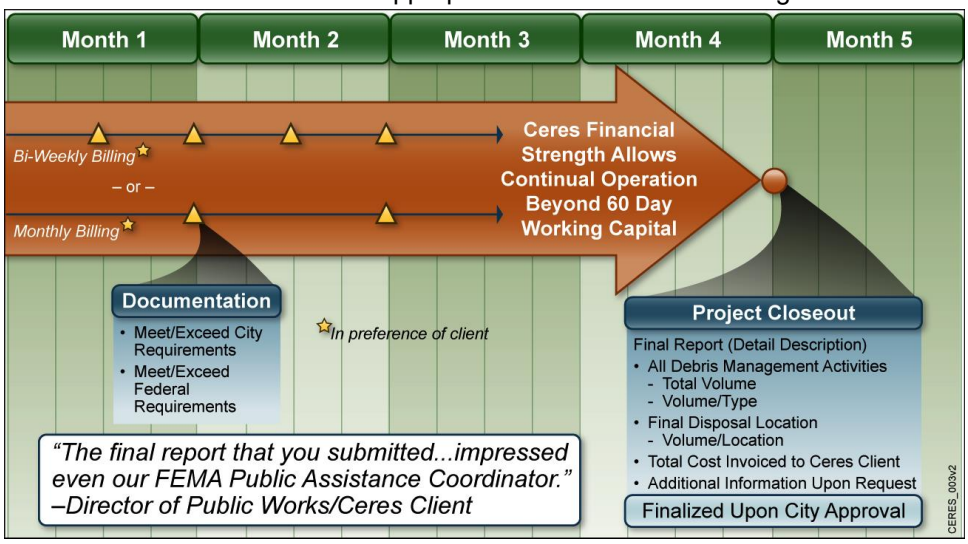


Invoices are generated as contractually agreed with all necessary supporting documentation. Project closeout is expedited by automated controls on truck identification, load sizes and ticket number validity.

## Internal Audit

Ceres regularly conducts internal audits of the debris data to ensure foul play is not occurring on the project. For example, a Project Accountant will run reports on the average load calls, number of hauls per day, and total cubic yards hauled per day. That information is then compared for every truck to determine if someone falls outside the expected range. If a truck is below or above the expected range, the Project Manager or QC team will review the work of the individual truck and generate a report to document the discrepancy. Additionally, our GIS team may map all the collection locations across the City. One area seems to have tens of loads originating from the same or close by location. Similarly, the Project Manager or QC team will review the work and generate a report to document the discrepancy.

## Monitoring Consultants

Many of Ceres' clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency and pre-event planning, direct communications with the City, incorporation of City forms and FEMA forms, post-event construction management, funding, and grants management. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the

monitoring companies. We do strongly recommend that the City verify that the proposed monitoring firm is not de-listed by the federal government on the "Excluded Parties List System" at www.epls.gov.

Ceres maintains extensive experience working with almost every debris monitoring firm in the industry today. Given the countless projects with each debris monitoring firm, Ceres understands the ins and outs of each firm's response and recovery structure, their respective automated debris management system (ADMS) and their respective invoicing procedures to ensure compliant documentation and payment recommendations. This seamless integration happens at the field level with truck certifications, monitor dispatches, zone assignments, zone closeouts and the administrative level with contracts/pricing schedule during project kick off, final disposal permits/documentation, ADMS login/downloads, and invoice reconciliation. Each day, Ceres' accounting staff imports the monitor's ADMS data by mapping the Excel spreadsheet and uploading it to Ceres database. Ceres' accounting staff then reconciles the previous day's data, identifies inconsistencies, and communicates those inconsistencies back to the monitoring firm to help ensure data integrity used in reports and invoices. Much of these elements happen outside the purview of the City, but because of the experience with each debris monitoring firm, Ceres can anticipate your needs and proactively help fill out Plantation's contract record for FEMA reimbursement.

### Production Reporting

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned, other forms include truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. From this information, Ceres can provide daily, weekly, monthly and quarterly reports as requested by the client. A few reports generated for clients in the past 5 years include Diversity Plan Monthly Status Reports, Paid Summary Reports, and Utilization and Data Monthly Reports. Ceres strong and accurate field administration feeds the production reporting developed and submitted by the accounting staff.

## FEMA Disputes, Audits or Lawsuits/Unrecovered FEMA Reimbursements

Ceres Environmental Services, Inc. has no closed, active, or pending FEMA disputes, audits or lawsuits.

Ceres clients have no unrecovered eligible FEMA reimbursements that we are aware of. When we are requested to assist providing documents in support of a client's FEMA audit, our record retention protocols allow us to quickly recall those documents and provide them in a timely manner, generally within 24-48 hours.

# 3 WORK EXPERIENCE

## 3.1 Previous Contracting Experience with the City/Governmental Agencies

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 350 FEMA-reimbursed projects. Below is a selection of our past performance over the last five (5) years, with an emphasis on disaster debris removal services provided for municipal clients within the State of Florida; additional details on our past performance are available upon request.

| Cape Coral, FL – Hurricane Ian<br>2,715,059 Cubic Yards of Debris | | |
|---|---|---|
| Client | Cape Coral, FL, Emergency Disaster Assistance and Debris Removal | |
| Performance Period | October 2022 – May 2023 | |
| Contract Amounts | $64,888,996 \| 2,715,069 CY | |
| Contact Person: | Terry B. Schweitzer, Solid Waste Manager; 239-573-3136, tschweitzer@capecoral.gov | |
| Key Personnel | David McIntyre | Management Oversight |
| | Kevin Sudbury | Operations/Area Manager |
| | Tia Laurie | Contract/Subcontract Manager |
| | Linda Smith | Director of Accounting Operations |
| | Thomas “Allen” Morse | Senior Debris Management Advisor |
| | Randy Hardy | Quality Control Manager |
| | John Gallicchio | Project Superintendent |
| | Bo Ansley | FEMA Liaison |

On September 28, 2022, Hurricane Ian made landfall near Fort Myers, Florida. With sustained winds of 150 mph and a storm surge of over 15 feet the storm caused extensive damage, leaving millions without electricity. The storm surge inundated coastal communities; flooding roads, homes, and businesses and washing away important infrastructure along with vegetation, white goods, and personal belongings. The hurricane moved northeast across the State, exiting into the Atlantic and turning back west into the Carolinas. Hurricane Ian is one of the strongest hurricanes to hit Southwest Florida in the past 20 years.

Ceres mobilized within 24 hours of Notice to Proceed. Ceres quickly mobilized a large quantity of equipment and personnel for first push operations, began vegetative debris removal, set up and operated four (4) separate debris management sites within the City limits.

The project covered over 127 square miles of land and 1,500 miles of roadway. The scope of work included vegetative, C&D, and waterway debris removal, white goods removal, cutting of trees and limbs, extraction of stumps, operation of DMS sites, vegetative debris grinding, C&D compaction, debris haul out, and various ancillary services such as the provision of generators, trailers, showers and restrooms and fencing.

This project included both land based and water-based debris removal. The scope of this project included removal of debris from over 400 miles of both saltwater and freshwater canals, while supporting the City's efforts in protecting waterfowl, wading birds, migrant songbirds, gopher tortoises, and dolphins and reptiles.

**Challenges** overcome on this project include:

- mobilization to flooded areas
- retaining effective equipment given the magnitude of the event
- locating debris management sites large enough to sustain the amount of debris removed
- locating potable water

**Achievements and Milestones** include:

- Collection, Hauling, Processing, and Disposal of **2,715,069 CY**
- Hauling and reduction of **2,446,843** cubic yards (CY) of debris
- Removal of hangers from **20,712** trees and cutting of **8,543** leaners
- Coordinating **283** trucks
- Ceres averaged **151,765** cubic yards of debris hauling a week while maintaining more than **20** other projects across the State

| North Port, FL – Hurricane Ian<br>2,446,843 Cubic Yards of Debris | | |
|---|---|---|
| Client | North Port, FL, Disaster Debris Clearance and Removal Services | |
| Performance Period | October 2022 - March 2023 | |
| Contract Amounts | $42,031,396 \| 2,446,843 CY | |
| Contact Person: | Frank Lama, Solid Waste Manager; (941) 240-8074, flama@northportfl.gov | |
| Key Personnel | David McIntyre | Management Oversight |
| | Kevin Sudbury | Operations/Area Manager |
| | Tia Laurie | Contract/Subcontract Manager |
| | Linda Smith | Director of Accounting Operations |
| | Thomas “Allen” Morse | Senior Debris Management Advisor |
| | Randy Hardy | Quality Control Manager |
| | Bo Ansley | FEMA Liaison |

On September 28, 2022, Hurricane Ian made landfall near Fort Myers, Florida, with sustained winds of 150 mph and a storm surge of over 15 feet. Powerful winds caused extensive damage, leaving millions without electricity. The storm surge inundated coastal communities; flooding roads, homes, and businesses and washing away important infrastructure along with vegetation, white goods, and personal belongings. The hurricane moved northeast across the State, exiting into the Atlantic and turning back west into the Carolina’s. This was the most powerful hurricane to hit Florida since Hurricane Michael in 2018, and the strongest hurricane to hit Southwest Florida since 2004. Twenty-five clients activated their disaster debris contract and within days, we had experienced personnel on the ground, coordinating with Cities and Counties throughout the state.


Crews at work in North Port

North Port was hit particularly hard due to its location relative to the storm. Though not directly on the water, its most western city line is within 2.5 miles of the coast and the Myakka, a major river, runs down the center of the City and feeds into the Gulf. Hurricane Ian’s eye ran just south North Port, but the size and strength of the storm negates that fact. Along with massive amounts of downed and damaged trees due to the Category 4 winds, there was extensive flooding across the City. Within 48 hours of the Hurricane’s landfall, Ceres mobilized Senior personnel to meet with City staff and to begin the debris assessment and removal process.

**Challenges** overcome on this project include:

- National attention to the recovery process
- Mobilization to flooded areas
- Retaining effective equipment given the magnitude of the event
- Finding Debris Management Sites large enough to sustain the large amounts of debris
- Locating potable water

**Achievements and Milestones** include:

- Collection, Hauling, Processing, and Disposal of 2,446,843 CY of debris
- Removal of 20,712 hangers and 8,544 leaners
- At times, Ceres was averaging 250,000 cubic yards of debris while maintaining more than 20 other projects across the State

**Unique Accomplishment:** Ceres was able to help North Port return an essential aspect of their economy back to normal. Each year between February and March, tens of thousands of avid baseball fans visit North Port during MLB spring training to enjoy the weather and watch the Atlanta Braves play. Spring Training is a key economic driver for the City. Each year, Spring Training pumps millions of dollars into the City. Ceres set an ambitious goal to complete the debris cleanup process before the start of spring training and this goal was successfully achieved.

| FDOT District 2 – Taylor County – Hurricane Idalia<br>1,752,129 Cubic Yards of Debris | | |
|---|---|---|
| Client | FDOT District 2 - Taylor County, FL, Emergency Debris Removal Services | |
| Performance Period | September 2023 – February 2024 | |
| Contract Amounts | $30,991,644 \| 1,752,129 CY | |
| Contact Person: | Kevin Rogers, Dist. 2 Construction Services Manager, (352) 961-7416, Kevin.Rogers@dot.state.fl.us | |
| Key Personnel | David McIntyre | Management Oversight |
| | Tia Laurie | Contract/Subcontract Manager |
| | Linda Smith | Director of Accounting Operations |
| | Thomas "Allen" Morse | Senior Debris Management Advisor |
| | Randy Hardy | Quality Control Manager |
| | Bo Ansley | FEMA Liaison |

Hurricane Idalia made landfall in the Bid Bend region of Florida on August 30, 2023, as a Category 3 Hurricane. Idalia caused significant damage to thousands of homes, businesses, and other infrastructure along its inland path. At the time it made landfall, its storm surge was record-breaking from the Big Bend region south to Tampa Bay. Idalia was the most powerful hurricane to hit Florida's Big Bend region since 1950.



Roadside Tree Removal

Ceres response included self-performing crews and six subcontractors for a total of 109 crews. The scope of work performed included ROW vegetative and C&D debris removal, site management and grind/burn, mulch and ash haul out, hazardous tree removal, hazardous limb removal, hazardous stump removal, and traffic control.

**Challenges** overcome on this project include:

- Removal of debris on highly traveled roadways
- Coordination with multiple stakeholders including FDOT District 2, Taylor County, City of Perry, and the debris monitoring firm

**Achievements and Milestones** include:

- Collection, Hauling, Processing, and Disposal of 1,752,129 CY of debris
- Removal of 3,333 hazardous leaners
- Removal of hazardous limbs from 14,467 trees
- Utilization of 6 subcontractors and 109 hauling units
- In FDOT's final evaluation they noted that Ceres "***met or exceeded all compliance requirements***", and that ***"Communication, experience, resources and documentation are key components to the successful completion for contracts of this nature and magnitude. Ceres provided a professional and talented team that possessed all of these components at a high level, thus allowing this project to be completed smoothly with very little interruption and within a reasonable timeframe."***

**[THIS AREA LEFT BLANK INTENTIONALLY]**

| City of Sarasota – Hurricane Ian<br>114,340 Cubic Yards of Debris | | |
|---|---|---|
| Client | Disaster Debris Clearance and Removal Services, Sarasota, FL | |
| Performance Period | October 2022 – January 2023 | |
| Contract Amounts | $2,405,850 \| 114,340 CY | |
| Contact Person: | Doug Jeffcoat, Public Works Director, (941) 239-6101 ext. 6101, douglas.jeffcoat@sarasotaflgov.com | |
| Key Personnel | David McIntyre | Management Oversight |
| | Tia Laurie | Contract/Subcontract Manager |
| | Linda Smith | Director of Accounting Operations |
| | Thomas "Allen" Morse | Senior Debris Management Advisor |
| | Randy Hardy | Quality Control Manager |
| | Bo Ansley | FEMA Liaison |
| | Rick Good | Project Superintendent |

On September 28, 2022, Hurricane Ian made landfall near Fort Myers, Florida. With sustained winds of 150 mph and a storm surge of over 15 feet, the storm caused extensive damage, leaving millions without electricity. The storm surge inundated coastal communities; flooding roads, homes, and businesses and washing away important infrastructure along with vegetation, white goods, and personal belongings. The hurricane moved northeast across the State, exiting into the Atlantic and turning back west into the Carolina's. Hurricane Ian is one of the strongest hurricanes to hit Southwest Florida in the past 20 years.

In the days and weeks following, twenty-five clients activated their disaster debris contract. Within hours of a Notice to Proceed (NTP), we had experienced personnel on the ground, coordinating with City and County personnel throughout the state.

Within 48 hours of the Hurricane's landfall, Ceres responded promptly, mobilizing their senior personnel to meet with the city's staff and commence the process of assessing and removing debris. Ceres began work on October 5th, 2023, six days prior to the required start date required on the Notice to Proceed.

Ceres utilized the following equipment along the ROW, on debris sites, in cemeteries, and City parks: knucklebooms, truck and utility trailers, skid steers, telehandlers, excavator, scissor lift, horizontal grinder, walking floor trailers, bucket trucks, and off-road man lifts. Ceres utilized 112 hauling units (unique placards) across 12 subcontractors and company-owned equipment. Ceres self-performed all site management and reduction of vegetative debris across 2 debris management sites, and portions of the ROW debris collection and haul out of mulch to final disposal.



Debris on the ROW in Sarasota following Hurricane Ian

**Challenges** overcome on this project included:

***Rapid Response in Large Event Scenario*** – Ceres ensured its immediate response to the City with appropriate resources. With such a large storm impacting just south of the City, Ceres quickly secured the various crew configurations based on our previous Irma experience. Ceres released subcontractor rates and assigned project management personnel before landfall and pushed the project start time to before other jurisdictions to lock in trucks. Additionally, Ceres had other larger contracts like Cape Coral and North Port. Ceres used those contracts to hold debris-ridden areas for those subcontractors that mobilized and performed well for the City.

***Low Canopy and Type of Haul Trucks*** – The low tree canopy is a unique challenge for the City. Ceres encountered this issue during the Irma response and improved its resource allocation during following Ian. Ceres mobilized a mix of large knucklebooms and utility trailers to remove debris. Previously, Ceres leaned too heavily on knucklebooms and with Ian, Ceres mobilized more utility trailers and a fewer kncuklebooms to service areas with low tree canopy.

***Debris Management Sites*** – This is the largest challenge that the City will face each year. The City continues to grow and areas that were once candidates for debris management sites, such as portions of Bobby Jones Golf Course, are no longer available. This remains of our primary concerns and each year we work with the City to review previous sites and search for new ones.

Another challenge faced was the dampness and boggy nature of the debris management sites. We quickly overcame this by balancing crews across the 2 debris management sites and mobilizing a company-owned grinder to begin immediate reduction to lay an all-weather mulch base for the haul roads and throughout the site. Once one debris site was all-weather, Ceres mobilized the grinder to the second debris site to again create an all-weather site. Following completion of both debris sites, Ceres could run unabated with ROW debris collections crews into each site. A prime contractor can only accomplish such operational flexibility with great speed with company-owned equipment.

***Cemeteries, Red Tide and Other Specialty Debris Situations*** – Ceres greatly benefits from previous work within the City and has prepared us for specialty debris situations. With Ian, cemeteries were a unique situation and require delicate and due care to avoid damages to gravestones or disturbance to gravesites. Ceres worked with the City and the debris monitoring firm to identify the right low impact equipment and how to properly document and invoice for FEMA reimbursement. Ceres experience with the City coupled with our deep understanding of FEMA reimbursement helped us to quickly respond to the cemeteries and other specialty debris situations to help guide the City back to normalcy.

**Achievements and Milestones** include:

- Collection, Hauling, Processing, and Disposal of 114,340 CY of debris
- Mobilization and starting debris removal **6 days earlier** than required by the NTP
- The City received **100% federal cost share** for the first 60 days of the event then **90% federal cost share** for the 61st day on.

## Additional Experience

Below we have listed additional emergency debris removal projects completed in the last five (5) years in Florida.

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| Franklin County, FL | Disaster Debris Removal and Disposal Services | $56,102 | 3,419 | October, 2024 | Removal and disposal of vegetative and C&D debris following Hurricane Helene. |
| Columbia County, FL | Storm Debris Removal and Disposal Services | $330,528 | 26,223 | August – September 2024 | Disaster Debris Removal following Hurricane Debby. Removed, hauled, and reduced (open burn) vegetative debris. |
| Sarasota, FL | Debris Removal and other Recovery Services | $28,737 | 1,863 | August 2024 | Disaster Debris Removal following Hurricane Debby. Removed and hauled C&D debris to final disposal site. |
| Sarasota County, FL | Emergency Debris Removal | $169,259 | 11,271 | August 2024 | Disaster Debris Removal following Hurricane Debby. Removed and hauled C&D and mixed debris to final disposal site. |
| Tallahassee, FL | Debris Removal and Disposal | $7,422,563 | 456,086 | May– August 2024 | Disaster debris removal, reduction and disposal following a May 2024 tornado. Removed, hauled, reduced and disposed of vegetative and C&D debris |
| FDOT District 2 – Taylor County | Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations | $426,431 | 35,042 | Feb – March 2024 | Debris removal and disposal from private roads following Hurricane Idalia |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| Cape Coral, FL | Vacant Lot Debris Removal | $2,923,339.56 | Time and Materials | October 2023 – April 2024 | Private Property Debris Removal from vacant lots following Hurricane Ian |
| FDOT District 2 – Taylor County, FL | Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations | $30,991,644 | 1,752,129 | September 2023 – February 2024 | Removal and reduction of Debris following Hurricane Idalia |
| Columbia County, FL | Disaster Debris Removal and Disposal | $663,803 | 52,643 | September – November 2023 | Removal and reduction of Debris following Hurricane Idalia |
| Taylor County, FL | Debris Management Services Contract | $365,308 | 23,614 | September - November 2023 | Removal and reduction of Debris following Hurricane Idalia |
| City of Perry, FL | Hurricane Idalia Debris Removal and Disposal Services | $249,218 | 15,715 | September - October 2023 | Removal and reduction of Debris following Hurricane Idalia |
| Arcadia, FL | Emergency Debris Removal and Disposal Services | $1,400,512 | 97,379 | September 2022 – November 2022 | Removal of Debris Following Hurricane Ian |
| Bradenton, FL | Disaster Debris Collection Services | $588,862 | 34,738 | September – November 2022 | Removal of Debris Following Hurricane Ian |
| Cape Coral, FL | Emergency Disaster Assistance and Debris Removal | $64,888,996 | 2,707,047 | September 2022 – May 2023 | Removal of Debris Following Hurricane Ian |
| Deltona, FL | Emergency Debris Removal Services | $1,735,331 | 142,427 | October 2022 – February 2023 | Removal of Debris Following Hurricane Ian |
| FDOT, District 1- Collier County | Emergency Debris Removal Operations | $18,486 | 440 trees 240 CY | December 2022 | Removal of Debris Following Hurricane Ian |
| FDOT, District 1- Hendry County | Emergency Debris Removal Operations | $17,259 | 1,218 | January 2023 | Removal of Debris Following Hurricane Ian |
| FDOT, District 1- Lee County | Emergency Debris Removal Operations | $820,572 | 45,262 | October 2022 – February 2023 | Removal of Debris Following Hurricane Ian |
| FDOT, District 1- Manatee County | Emergency Debris Removal Operations | $935,156 | 45,768 | October 2022 – February 2023 | Removal of Debris Following Hurricane Ian |
| FDOT, District 1- Sarasota County | Emergency Debris Removal Operations | $1,346,299 | 67,002 | October 2022 – February 2023 | Removal of Debris Following Hurricane Ian |
| Hardee County, FL | Debris Management | $2,712,465 | 170,673 | September 2022 – November 2022 | Removal of Debris Following Hurricane Ian |
| Holmes Beach, FL | Debris Removal Services | $168,790 | 8,481 | October – November 2022 | Removal of Debris Following Hurricane Ian |
| Indian River County, FL | Disaster Debris Removal and Disposal | $138,002 | 9,952 | October – November 2022 | Removal of Debris Following Hurricane Ian |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| Longwood, FL | Disaster Debris Removal Services | $236,358 | 14,485 | October 2022 – November 2022 | Removal of Debris Following Hurricane Ian |
| Manatee County, FL | Debris Management Services and Emergency Response Management and Recovery Services | $2,091,469 | 136,011 | October 2022 – December 2022 | Removal of Debris Following Hurricane Ian |
| Melbourne, FL | Disaster Debris Removal Services | $358,039 | 37,043 | October 2022 – December 2022 | Removal of Debris Following Hurricanes Ian and Nicole |
| Mt. Dora, FL | Emergency Debris Hauling and Disposal | $112,132 | 8,774 | September – December 2022 | Removal of Debris Following Hurricanes Ian and Nicole |
| North Port, FL | Disaster Debris Clearance and Removal Services | $42,031,396 | 2,446,843 | October 2022 – March 2023 | Removal of Debris Following Hurricane Ian |
| Palmetto, FL | Emergency Response Debris Removal Services | $309,118 | 26,293 | October 2022 – November 2022 | Removal of Debris Following Hurricane Ian |
| Sarasota County, FL | Disaster Debris Collection, Reduction and Disposal | $623,932 | 54,499 | September 2022 – January 2023 | Removal of Debris Following Hurricane Ian |
| Sarasota, FL (City of) | Disaster Recovery Services | $2,405,850 | 114,340 | October 2022 – January 2023 | Removal of Debris Following Hurricane Ian |
| Sebastian, FL | Disaster Debris Removal and Disposal | $28,353 | 3,161 | October 2022 | Removal of Debris Following Hurricane Ian |
| Seminole County, FL | Disaster Debris Hauling | $2,573,750 | 182,533 | October 2022 – January 2023 | Removal of Debris Following Hurricane Ian |
| Wellington, FL | Disaster Recovery Services | $39,052 | 3,387 | October 2022 | Removal of Debris Following Hurricane Ian |
| Winter Park, FL | Emergency Debris Management Services | $270,711 | 19,822 | October – November 2022 | Removal of Debris Following Hurricane Ian |
| City of Sarasota, FL | Disaster Recovery Services – Red Tide Clean Up | $51,317 | Hourly | August 2021 | Manual and mechanical beach and shoreline raking for red tide debris removal |
| Escambia County School Board, FL | Tree Debris Removal | $793,494.35 | 5,732.70 | September - October 2020 | Debris removal and disposal as a result of Hurricane Sally. |
| Santa Rosa County, FL | Disaster Debris Removal Services | $9,394,981.31 | 595,746 | September 2020 – Feb 2021 | Collection, reduction and disposal of debris generated from Hurricane Sally. |
| Santa Rosa County, FL | Disaster Debris Removal Services | $618,321.55 | 47,518 | May – June 2020 | Debris removal and disposal as a result of severe weather in April 2020. |

The table below lists additional emergency debris removal projects completed in the last five (5) years in states other than Florida.

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| Macon-Bibb County, GA | EMA Debris Removal Services | $25,026.36 | Time & Materials | September – October 2024 | Cut & Push and Disaster Debris Removal and Disposal following Hurricane Helene. |
| Atlanta, GA | Emergency On-Call Services for Debris Removal | $103,164.00 | Time & Materials | September - October 2024 | Disaster Debris Removal and Disposal following Hurricane Helene. |
| Houston, TX | Disaster Debris Removal Services | $10,997,239 | 688,963 | July – October 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced and disposed of vegetative and C&D debris. Removed hazardous leaners and cut hazardous hanging limbs from 13,626 trees. |
| Glynn County, GA | Debris Removal and Disposal Services | $133,914 | 9,191 | August – September 2024 | Disaster Debris Removal following Hurricane Debby. Removed, hauled, reduced and disposed of vegetative debris. |
| Pearland, TX | Debris Removal and Disposal Services | $3,153,688 | 195,471 | July – September 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced and disposed of vegetative and C&D debris. Removed hazardous leaners and cut hazardous hanging limbs from 1,541 trees |
| Kaufman County, TX | Disaster Debris Removal and Disposal Services | $817,371 | 55,512 | July – September 2024 | Disaster Debris Removal following a severe wind event in May 2024. Removed, hauled, reduced (open burn) vegetative debris. Removed hazardous leaners and cut hazardous hanging limbs from 3,730 trees |
| Columbia County, FL | Storm Debris Removal and Disposal Services | $330,528 | 26,223 | August – September 2024 | Disaster Debris Removal following Hurricane Debby. Removed, hauled, and reduced (open burn) vegetative debris. |
| LaPorte, TX | Debris Removal Services | $218,278 | 14,180 | August – September 2024 | Disaster Debris Removal following Hurricane Beryl. Removed and hauled C&D debris to final disposal site. |
| Sugarland, TX | Standard Contract for General Services | $1,432,297 | 80,725 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced, and disposed of vegetative and C&D debris. Cut hazardous hangers from over 6,000 trees. |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| El Lago, TX | Disaster Debris Removal & Disposal Services | $193,132 | 13,137 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced and disposed of vegetative and C&D debris. |
| El Campo, TX | Debris Management Services | $1,243,701 | 69,135 | July – September 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced and disposed of vegetative and C&D debris. |
| Seabrook, TX | Post Disaster Debris Removal | $429,132 | 26,379 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced and disposed of vegetative and C&D debris. |
| Richwood, TX | Texas Standby Contract for Disaster Debris Removal Services | $840,897 | 52,276 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced and disposed of vegetative and C&D debris. |
| Morgan's Point, TX | Disaster Debris Removal Services | $161,493 | 10,784 | July - September 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced, and disposed of vegetative and C&D debris. |
| Surfside Beach, TX | Debris Removal Services | $97,273 | 4,841 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, and disposed of C&D debris. |
| Katy, TX | Texas Debris Removal Services | $98,294 | 6,407 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced, and disposed of vegetative and C&D debris. |
| Palacios, TX | Debris Clearance and Removal Services | $290,095 | 24,992 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, and disposed of vegetative and C&D debris. Removed hazardous trees and hanging limbs from 339 trees. |
| Kemah, TX | Disaster Debris Removal & Disposal Services | $67,384 | 4,178 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced, and disposed of vegetative and C&D debris. |
| West University Place, TX | Disaster Debris Clearance & Removal | $302,711 | 13,468 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, and disposed of vegetative and C&D debris. Removed hazardous limbs from 2,227 trees. |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| Danbury, TX | Disaster Debris Removal & Disposal Services | $169,116 | 11,695 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, reduced, and disposed of vegetative and C&D debris. Removed hazardous limbs from 164 trees. |
| Matagorda County, TX | Debris Management Services | $85,691 | 8,603 | July – August 2024 | Disaster Debris Removal following Hurricane Beryl. Removed, hauled, and disposed of vegetative debris. |
| City of Morgan's Point Resort, TX | Standard Contract for General Services | $572,039 | 37,205 | July – August 2024 | Disaster Debris Removal following a severe wind event in May 2024. Removed, hauled, reduced, and disposed of vegetative debris. Removed hazardous trees and hazardous limbs from 139 trees. |
| East Feliciana Parish, LA | Pre-Positioned Disaster Debris Removal | $226,304 | 19,981 | June – July 2024 | Disaster debris removed reduced, and disposed following a severe wind event in May 2024 – South Side of Parish |
| Bell County, TX | Disaster and/or Storm Recovery Services | $771,793 | 55,274 | June – July 2024 | Disaster debris removal and disposal following a severe wind event in May 2024. |
| Garland, TX | Disaster Debris Removal and Disposal Services | $1,087,415 | Time and Materials | June – July 2024 | Disaster debris removal and disposal following a severe wind event in May 2024 |
| Maury County, TN | Debris Removal Services | $638,522 | 37,139 | May – August 2024 | Disaster debris removal following a May 2024 tornado. Removed, hauled, reduced and disposed of vegetative and C&D debris from ROW and Private Property. |
| St. Martin Parish, LA | Pre-Positioned Disaster Debris Removal | $336,619 | 31,640 | May – June 2024 | Disaster debris removal, and disposal following a severe wind event in May 2024 |
| San Marcos, TX | On-Call Debris removal Services | $239,658 | 23,200 | May – June 2024 | Disaster debris removal and disposal following a wind event in May 2024 |
| East Feliciana Parish, LA | Pre-Positioned Disaster Debris Removal | $218,829 | 17,359 | May 2024 | Disaster debris removal, reduction and disposal following a severe wind event in May 2024 – North Side of Parish. |
| Slidell, LA | 2024 Hurricane Season Post-Disaster Roadway Clearing (The Push) | $13,217.40 | Hourly | April 2024 | Cut and Push following a tornado |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| St Tammany Parish, LA | Contract for Essential Services | $700,819 | 54,417 | April 2024 | Disaster debris removal and reduction following am EF2 tornado |
| Rockdale County, GA | Debris Removal for Emergency Management Agency | $346,773 | 30,606 | April 2024 | Disaster debris removal, reduction, and disposal following am EF2 tornado |
| Merced County, CA | Agreement for Special Services – Flood Debris Removal | $1,732,223 | 65,978 | July 2023 – March 2024 | Removal and reduction of Debris following flood event |
| New Mexico DOT | Fire and Flood Debris Collection and Removal - Mora and San Miguel Counties, NM | $25,415,954 | 48,062 tons of fire debris, contaminated soil, sediment, metals<br><br>18,792 Hazard Trees removed | September 2022 – September 2023 | Wildfire debris removal project following the Calf Canyon/Hermits Peak Fire and 2022 Flash Flooding. *Ceres was a subcontractor on this project.* |
| St. Tammany Parish, LA | Waterway Debris Removal | $8,381,699 | 381,333 LF | September 2022 - September 2023 | Removal of debris from waterways throughout the Parish. |
| Glynn County, GA | Debris Removal and Disposal Services | $332,556 | 25,440 | September – November 2023 | Removal and reduction of debris following Hurricane Idalia |
| State of Vermont | Debris Management Services | $634,553 | 1,855.7 CY of Veg and 5920 Tons of C&D | July – September 2023 | Removal of Debris Following July Severe Flooding Event |
| Shreveport, LA | Vegetative Storm Debris Removal and Disposal Services | $2,180,607 | 195,220 | July – September 2023 | Removal of Debris Following June Major Storm |
| Tulare County, CA | Flood and Storm Debris Removal | $231,921.72 | 5,982.25 | March – September 2023 | Removal of Debris Following Flood Disaster |
| Livingston Parish, LA | Vegetative Debris Removal from Parish Waterways | $65,467,989 | 3,306,224 Linear Feet | May 2018 – September 2023 | Removal of waterway debris as part of the NRCS funded Emergency Watershed Protection Project |
| Harris County, TX | Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Staging and Reduction Sites | $423,305.10 | 21,152.35 | June – July 2023 | Removal of Debris Following June Windstorm |
| LUMA/PREPA Puerto Rico | Vegetation Management Services | $9,500,000 | Time and Materials | March – September 2023 | Removal of vegetation that affected safe work access to power distribution lines following Hurricane Fiona |
| Carroll County, MS | MS Exigent Circumstances-Tornadoes | $362,202 | 34,613 | March – July 2023 | Removal of Debris Following March Mississippi Tornados |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| Williamson County, TX | Debris Management Services | $3,422,753 | 95,550 | March-June 2023 | Removal of Debris Following Winter Storm Mara |
| Cameron Parish, LA | Debris Clearance and Removal Services - PPDR | $153,950 | 7,444 | March – June 2023 | Removal and disposal of debris generated from Hurricanes Laura and Delta from private property. |
| Austin, TX | Debris Removal Services | $2,895,125 | 235,346 | February - March 2023 | Removal of Debris Following Winter Storm Mara |
| City of Cedar Rapids, IA | Drainageway Derecho Cleanup | $781,869.60 | 52 Acres | March – June 2022 | Removal of debris and cleaning of drainageway |
| City of Cedar Rapids, IA | Drainageway Derecho Cleanup | $518,591.40 | 42 Acres | March – June 2022 | Debris Clearance and Removal Services |
| St. Helena Parish Police Jury, LA | Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal | $5,036,779 | 349,389 | September 2021 – April 2022 | Removal and disposal of debris following Hurricane Ida |
| Kenner, LA | Post-Disaster Debris Collection, Processing and Disposal Services | $5,015,066 | 239,906 | September - December 2021 | Removal and disposal of debris following Hurricane Ida |
| East Feliciana Parish, LA | Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal | $1,123,044 | 32,252 | September - December 2021 | Removal and disposal of debris following Hurricane Ida |
| Mandeville, LA | Emergency Debris Removal and Disposal | $5,576,418 | 306,702 | September-December 2021 | Removal and disposal of debris following Hurricane Ida |
| Covington, LA | Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal | $3,550,181 | 157,712 | September - December 2021 | Removal and disposal of debris following Hurricane Ida |
| Westwego, LA | Emergency Debris Removal | $298,695 | 18,787 | September – December 2021 | Removal and disposal of debris following Hurricane Ida |
| Denham Springs, LA | Disaster Debris Management and Disposal Services | $984,710 | 70,589 | September-November 2021 | Removal and disposal of debris following Hurricane Ida |
| Gonzales, LA | Disaster Debris Removal | $1,493,917 | 106,041 | September - October 2021 | Removal and disposal of debris following Hurricane Ida |
| New Orleans, LA (Zone 1) | Debris Collection, Removal, Processing, and Disposal | $2,635,055 | 112,085 | September-January 2022 | Removal and disposal of debris following Hurricane Ida |
| New Orleans, LA (Zone 2) | Debris Collection, Removal, Processing, and Disposal | $2,149,393 | 72,289 | September-January 2022 | Removal and disposal of debris following Hurricane Ida |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| New Orleans, LA (Zone 3) | Debris Collection, Removal, Processing, and Disposal | $2,436,468 | 97,421 | September-January 2022 | Removal and disposal of debris following Hurricane Ida |
| Richwood, TX | Debris Removal and Disposal Services | $140,461 | 11,437 | September-October 2021 | Removal and disposal of debris in response to Tropical Storm Nicholas |
| Thibodaux, LA | Disaster Debris Management Services | $1,653,961 | 105,691 | August – November 2021 | Removal and disposal of debris following Hurricane Ida |
| Livingston Parish, LA | Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance | $23,019,328 | 1,322,210 | August 2021 – January 2022 | Removal and disposal of debris following Hurricane Ida |
| Larimer County, CO | Poudre Canyon Mudslide | $308,779 | 3,655 CY | July – Aug 2021 | Debris removal following a mudslide in Poudre Canyon. Debris included land and waterway vegetation, C&D, and hazardous materials such as asbestos. |
| Larimer County, CO | Cameron Peak Fire 2020 - Debris Management Services | $3,860,431 | 14,207 trees | May-July 2021 | Hazard tree removal steep slope tree removal, and tree grinding following Cameron Peak Fire in Colorado |
| Harris County, TX | Emergency Services for Debris Clearing, Removal, Disposal & Operations of TDSRS | $398,476 | Hourly + 3,932 CY | March – April 2021 | Removal and disposal of debris in response to Winter Storm Uri. |
| Linn County, IA | Derecho Storm Debris Removal from Waterways | $89,353 | 3,284 | June-August 2021 | Removal of waterway debris following the 2020 Derecho in Iowa |
| Sabine River Authority, LA | Disaster Debris Management and Other Ancillary Services Agreement | $5,560,812 | 119,572 | February-May 2021 | Removal of Hurricane Laura debris from levee systems |
| Pearland, TX | Debris Management Services | $43,695.90 | 2,210 | February-March 2021 | Debris removal and disposal services as a result of Winter Storm Uri. |
| Nacogdoches, TX | Post Disaster Debris Collection, Processing, and Disposal Services | $243,582.77 | Hourly | March – April 2021 | Removal and disposal of debris generated by Winter Storm Uri. |
| Oregon Department of Transportation (ODOT) | Hazard Tree Removal Services | $36,294,618 | 22,311 trees | February 2021 – April 2022 | Hazard Tree Removal in 3 Operational Branches: Branch 1: Archie Creek Fire, Douglas County, Branch 5: Thielson Fire, Douglas County and Branch 6: Two Four Two Fire, Klamath County. |
| Oklahoma Emergency Management Agency (OEMA) | Emergency Debris Removal | $3,024,587 | 205,069 | November 2020 – January 2021 | Ice Storm Debris Grinding |
| Calumet, OK | Emergency Debris Removal Services | $99,755.70 | 9,509.60 | December 2020 | Ice storm debris removal within the City limits of Calumet. |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| Oklahoma City, OK | Emergency City Street Access Tree and Debris Removal | $487,300.00 | 5000 Tons | December 2020 - Current | Removal and disposal of vegetative debris generated by the 2020 ice storm. |
| Piedmont, OK | Emergency Debris Removal Services | $453,242.22 | 40,573.70 | November - December 2020 | Vegetative debris removal as a result of the 2020 ice storm. |
| New Orleans, LA (Zone 1) | Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal | $884,403.50 | 42,742 | November - December 2020 | Debris removal, processing, and disposal as a result of Hurricane Zeta. |
| New Orleans, LA (Zone 3) | Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal | $534,109.88 | 20,244 | November - December 2020 | Debris removal, processing, and disposal as a result of Hurricane Zeta. |
| Kingfisher, OK | Emergency Debris Removal Services | $377,799.11 | 46,241.50 | November - December 2020 | Ice storm debris removal within the City limits of Kingfisher. |
| El Reno, OK | Emergency Debris Removal Services | $1,381,052.01 | 98,408.50 | November - December 2020 | Vegetative debris removal as a result of the 2020 ice storm. |
| Lafourche Parish, LA | Debris Removal & Recovery Services | $773,850.27 | 57,130 | November 2020 - January 2021 | Removal, reduction and disposal of debris generated by Hurricane Zeta. |
| Nederland, TX | Debris Removal Services | $296,976.60 | 36,155.87 | October - November 2020 | Debris removal as a result of Hurricane Delta. |
| Scott, LA | Debris Removal and Disposal Services | $370,425.99 | 16,099.15 | October - November 2020 | Removal and disposal of debris generated from Hurricane Delta. |
| St. Martin Parish, LA | Pre-Positioned Disaster Debris Removal Contract | $587,092.19 | 30,600.80 | October - November 2020 | Debris removal, reduction and disposal as a result of Hurricane Delta. |
| Allen Parish, LA | Debris Removal and Disposal Service | $8,526,706.44 | 550,846.00 | September - December 2020 | Collection and disposal of debris generated from Hurricane Laura. |
| Vermilion Parish, LA | Pre-Positioned Disaster Debris Removal Contract | $4,905,458.09 | 265,883.85 | September 2020 - January 2021 | Hurricane Laura debris removal and disposal. |
| Linn County, IA | Debris Clearance and Removal Services (Pre-Event Contract) | $9,476,677 | 681,998 | September 2020 - January 2021 | Removal and disposal of debris resulting from August derecho. |
| Pharr, TX | Catastrophic Event Debris Removal Contract | $254,362.26 | 29,995.55 | August – September 2020 | Hurricane Hanna debris collection, reduction, and disposal. |
| Linn County, IA | Debris Clearance and Removal Services (30-day Post-Event Contract) | $6,662,897.33 | 479,167.52 | August - September 2020 | Removal and disposal of debris resulting from August derecho. |
| Hidalgo County, TX | Debris Removal and Disposal Services | $1,489,567.28 | 187,135.05 | August - September 2020 | Hurricane Hanna debris collection and disposal. |
| Cameron Parish, LA | Debris Clearance and Removal Services | $28,880,677 | 1,151,059 | August 2020 – May 2021 | Removal, reduction, and disposal of debris generated from Hurricane Laura and Hurricane Delta. |

| Owner & Location | Title of Work | Value | CY | Time Period | Description |
|---|---|---|---|---|---|
| City of Edinburg, TX | Disaster Debris Removal and Recovery Services | $931,991.86 | 109,904.70 | August – September 2020 | Debris removal and disposal as a result of Hurricane Hanna. |
| Jones County, MS | Tornado Debris Removal and Disposal Services | $3,273,295.10 | 240,056.40 | May – August 2020 | Collection, reduction by air curtain incineration, and disposal of tornado generated debris. |
| Hamilton County, TN | Emergency Debris Collection and Disposal Services | $5,369,509.79 | 409,504.30 | April – June 2020 | Tornado debris collection, reduction, and disposal. |
| CalRecycle | Fire Debris Removal and Recovery Services for the Camp Fire in Butte County | $246,156,950 | 768,458.69 tons; 3083 ROEs | January 2019 – May 2020 | Wildfire Structure and Debris removal in Butte County, CA Camp Fire |

## References

Ceres Environmental Services, Inc. has a long record of successful contract performance. Many of our customers have provided formal evaluations or letters of recommendation that attest to our strong performance and record of customer service and satisfaction. The following tables contain a selection of our references from projects in Florida that were completed in the past five (5) years. Additional References are available upon request.

| Event | Contract Activity | Government Entity | Amount | Contract Period |
|---|---|---|---|---|
| **Hurricane Ian** | Emergency Disaster Assistance and Debris Removal | Cape Coral, FL | $64,888,996<br>2,707,047 CY | October 2022 – May 2023 |
| | **Point of Contact:** Terry B. Schweitzer, Solid Waste Manager; P.O. Box 150027, Cape Coral, Florida 33915-0027, Tel: 239-573-3136; tschweitzer@capecoral.gov | | | |
| **Hurricane Ian** | Disaster Debris Clearance and Removal Services | North Port, FL | $42,031,396.28<br>2,446,843 CY | October 2022 – March 2023 |
| | **Point of Contact:** Frank Lama, Solid Waste Manager, 1100 North Chamberlain Blvd., North Port, FL 34286, Tel.: (941) 240-8074; flama@northportfl.gov | | | |
| **Hurricane Idalia** | Emergency Debris Removal Services | FDOT District 2 – Taylor County | $30,991,644<br>1,717,950 CY | September 2023 February 2024 |
| | **Point of Contact:** Kevin Rogers, Dist. 2 Construction Services Manager, 1109 South Marion Avenue, Lake City, FL 32025; Tel (352) 961-7416; FAX (386) 961-7416, Kevin.Rogers@dot.state.fl.us | | | |
| **Hurricane Idalia** | Hurricane Idalia Debris Removal and Disposal Services | City of Perry, FL | $249,218<br>15,715 CY | September - October 2023 |
| | **Point of Contact:** John Hart, City Manager; 224 South Jefferson Street, Perry, FL 32347; Tel. (850) 584-7161; jhart@cityofperry.net | | | |
| **Hurricane Ian** | Emergency Debris Hauling and Disposal | Mount Dora, FL | $77,132<br>8,774 CY | September – October 2022 |
| | **Point of Contact:** George Marek, Director of Public Works Department, 900 N Donnelly Street, Mount Dora, FL 32757, Tel: (352) 735-7151, marekg@cityofmountdora.com | | | |
| **Hurricane Ian** | Removal of Debris Following Hurricane Ian | Melbourne, FL | $232,153<br>25,852 CY | October 2022 – November 2022 |
| | **Point of Contact:** Jennifer Wilster - Environmental Community Outreach Manager, City of Melbourne ECO Division 2885 Harper Road, Melbourne, FL 32904, Tel: (321) 608-5080, Jennifer.Wilster@mlbfl.org | | | |
| **Hurricane Ian** | Emergency Debris Removal and Disposal Services | Arcadia, FL | $1,400,512<br>97,379 CY | September 2022 – November 2022 |
| | **Point of Contact:** Steve Underwood, Director of Public Works, City of Arcadia 23 N. Polk Ave, Margaret Way building, Arcadia, FL 34266, Tel. (863) 494-4334, publicworks@arcadia-fl.gov | | | |

| Event | Contract Activity | Government Entity | Amount | Contract Period |
|---|---|---|---|---|
| **Hurricane Ian** | Disaster Recovery Services | Sarasota County, FL | $623,932<br>54,499 CY | September 2022 – January 2023 |
| | **Point of Contact**: Lois Rose, Manager Landfill Operations, 4000 Knights Trail Road, Nokomis, FL 34275 Tel: (941) 544-2817, lerose@scgov.net | | | |
| **Hurricane Ian** | Disaster Debris Collection, Reduction and Disposal | Sarasota, FL | $2,405,850<br>114,340 CY | September 2022 – January 2023 |
| | **Point of Contact**: Doug Jeffcoat, Public Works Director, Tel: (941) 239-6101 ext. 6101, douglas.jeffcoat@sarasotaflgov.com | | | |

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# Letters of Reference

City of Cape Coral
Public Works Department

April 27, 2023

Bryan Fike
Regional Client Services Director
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL, 34240

Re: City of Cape Coral Hurricane Ian Debris Removal Project

Dear Bryan Fike:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ian's landfall in Cape Coral.

I offer sincere appreciation for their rapid recovery services during one of the most powerful and destructive storms to ever hit the United States. The project scope included over 127 square miles of land and 1,500 miles of roadway. Ever since we signed our contract, they have provided the highest quality of communications and responsiveness with even better customer service. Our deadlines were met earlier than expected, and they quickly resolved any issues that arose without reservation. Our recovery could not have been successful without them. The professional leadership of the field team to rapidly mobilize and ramp up with full-time personnel and numerous subcontractors is a testimony to the dedication of their staff. A positive relationship was built with all levels of the city's government, making them a reliable partner to us.

Immediately after the storm passed, CERES mobilized a large volume of equipment and personnel to conduct first push operation, began vegetative debris removal, set up and operated four separate debris management sites within city limits. The CERES team and their sub-contractors, were well equipped to, not only, meet the physical demand, but also, extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism.
While Cape Coral's debris removal activities were being well maintained by CERES, City of Cape Coral Public Works staff were able to focus on different infrastructure recovery efforts.

At the 60-day mark of the declared disaster, Ceres had removed over 1,800,00 cubic yards of vegetation and C&D from city streets. At project completion, CERES collected, chipped, and disposed of 1,510,773 cubic yards of vegetative debris; and collected, staged and disposed of 454,308 cubic yards C&D both, in only 4 months. This included two weeklong holiday breaks.

In addition to the right-of-way removal, a unique facet to the recovery was Ceres also planned and successfully conducted both land-based and water-based debris removal of vegetation knocked down by Ian, and non-vegetative debris blown into the canals or damaged by the storm surge.

The scope of this project included collecting, chipping, and disposing of 750,000 cubic yards of vegetative debris and 800 cubic yards of C&D from over 400 miles of both saltwater and freshwater canals, while supporting the City's efforts in protecting waterfowl, wading birds, migrant songbirds, gopher tortoises, and dolphins and reptiles. Cape Coral is home to the largest population of burrowing owls in Florida, and the canal system is so extensive that local ecology and tides have been affected. The system provides many residents with waterfront living access to the Gulf of Mexico via the broad Caloosahatchee River and Matlacha Pass.

The City of Cape Coral is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.
Sincerely,

Terry B. Schweitzer
Solid Waste Manager
City of Cape Coral

TS:jr

**City of North Port**
**DEPARTMENT OF PUBLIC WORKS**
**Office: 941.240.8050**
**Fax: 941.240.8063**

# MEMORANDUM

TO: Mike Beavers
Karl Dix

FROM: Frank Lama, Solid Waste Manager

SUBJECT: Hurricane IAN Cleanup Recommendation Letter

DATE: April 21, 2023

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Dear Mr. Beevers,

It is my pleasure to recommend Ceres Environmental Services, Inc. for their exceptional work in the City of North Port in the aftermath of Hurricane Ian. North Port was among the hardest-hit areas of Florida experiencing significant flooding and strong sustained winds for hours. The hurricane produced millions of cubic yards of vegetative and C&D debris. Your team at Ceres made the completion of this complex, large-scale debris removal project seem easy.

Ultimately, your team collected, hauled, processed, and disposed of over 2.4 million cubic yards of debris, which enabled a faster than anticipated restoration of the North Port community. At the project's peak, 47,000 cubic yards of debris was hauled in a single day. The City especially appreciated that Ceres owned all the reduction equipment mobilized to quickly reduce the incredible amounts of debris. This helped reduce the overall processing times and propel the project forward ahead of other jurisdictions in the area. Due to the quick response and the expedited project, the City was able to maximize FEMA reimbursement with the increased federal cost share granted by FEMA.

Ceres was also able to help us return an essential aspect of our economy back to normal. As you know, each year between February and March, tens of thousands of avid baseball fans visit North Port during MLB spring training to enjoy the weather and watch the Atlanta Braves play. Spring Training is a key economic driver for the City. Each year, Spring Training pumps millions of dollars into our City. Ceres set an ambitious goal to complete the debris cleanup process before the start of spring training, and I'm proud to say that this goal was successfully achieved.

I highly recommend Ceres Environmental Services, Inc. for any future disaster debris management projects. They are a reliable and professional company that exceeded our expectations during our disaster response efforts. Please, feel free to show this letter to potential clients. I would be happy to answer any questions or supply additional information.

Sincerely,

Frank Lama

City of North Port, FL

City of Arcadia

P. O. Drawer 1000 • Arcadia, Florida 34265

To Whom It May Concern:

I am writing this letter to recommend Ceres Environmental Services, Inc. as a debris removal contractor. I had the opportunity to work with Ceres during the aftermath of Hurricane Ian that hit Southwest and Central Florida, causing significant damage to Arcadia. Ceres provided exceptional debris removal services that were crucial to our community's recovery efforts.

Hurricane Ian caused extensive flooding in the City of Arcadia. Many main roads in the area were completely submerged and cut off emergency response personnel from getting in the City. Additionally, a major fuel shortage affected Southwest Florida. Despite these challenges, the Ceres team found a suitable route on the east side of the City for their equipment. Ceres personnel commuted to and from Central Florida with fuel transfer tanks, which allowed them to keep their crews working seven days a week, ensuring that the cleanup effort continued without interruption.

Ceres collected, hauled, and disposed of 97,379 cubic yards of debris. Their service was prompt and efficient, their team of professionals are highly skilled in removing hurricane and flood-generated debris. Their ability to handle a significant amount of debris in a safe and timely manner was critical to the community's recovery efforts. They completed the project in less than 60 days, which allowed the City to receive maximum FEMA reimbursement.

Overall, I highly recommend Ceres Environmental Services, Inc. for any future debris removal projects. Their reliability, efficiency, and dedication to this project was unmatched, and I am confident that they will provide exceptional service and exceed your expectations.

Please do not hesitate to contact me if you require any additional information regarding their work.

Sincerely,

Director of Public Works

City of Arcadia

CITY OF MOUNT DORA
PUBLIC WORKS AND UTILITIES

**City Hall**
**510 N. Baker St.**
**Mount Dora, FL 32757**

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

**City Hall Annex**
**900 N. Donnelly St.**
**Mount Dora, FL 32757**

Parks and Recreation
352-735-7183
Fax: 352-735-3681

**Public Safety Complex**
**1300 N. Donnelly St.**
**Mount Dora, FL 32757**

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

**Public Works Complex**
**1501 Robie Ave.**
**Mount Dora, FL 32757**
352-735-7151
Fax: 352-735-1539

**W. T. Bland Public Library**
**1995 N. Donnelly St.**
**Mount Dora, FL 32757**
352-735-7180
Fax: 352-735-0074

**Website:**
www.cityofmountdora.com

February 9, 2023

Tia Laurie, Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

Re: Hurricane Ian and Hurricane Nicole Debris Removal

Dear Tia;

Please accept my profound appreciation for all the hard work your team did for the City of Mount Dora as we recovered from these two back-to-back storm events.

Hurricane Ian was a first-time experience for some of us in this community and we are very grateful for the expeditious debris removal service Ceres was able to provide from the days leading up to the storm, and days and weeks after the storm. Ceres brought experience and confidence that made the situation easier than it might have otherwise been for us.

The staff we interacted with were always considerate and understanding of our situations. We had two key events during this debris clean up -- a bike rally one weekend and craft fair the following week. The advanced preparation by your team produced immediate results within a remarkably short time, allowing success for both weekends. The responsiveness to specific situations was greatly appreciated by all the concerned organizations here at Mount Dora.

Thank you for the quality of services the CERES provided to this community. May I especially recognize the continuous communication and care that I received from Don Stubblefield as he strove daily to keep us on target and satisfy the needs of our entire community.

Sincerely,

George Marek

Digitally signed by George Marek
Date: 2023.02.09 12:42:15 -05'00'

George Marek
Director of Public Works
City of Mount Dora

CITY OF PERRY
FLORIDA

224 South Jefferson Street
Perry, Florida 32347-3235
P: 850-584-7161

February 6, 2024

Ceres Environmental Services
6968 Professional Pkwy E.
Sarasota FL 34240

To Whom It May Concern:

I am writing this letter in sincere appreciation for the exceptional efforts and performance of CERES Environmental Services in the aftermath of Hurricane Idalia.

The City of Perry has never been hit by a storm of this magnitude and CERES immediately responded with the mobilization of their employees, fleet of trucks and equipment showcasing their preparedness for such emergencies.

CERES employees provided amazing customer service and addressed our needs as they arose. They were very professional, but also very pleasant and easy to work with. Their communication and cooperation made the whole process smooth and efficient.

Given the exceptional performance and positive impact CERES had on our community, the City of Perry would call upon CERES Environmental Services again, should we face the impact of another hurricane in the future.

Sincerely,

Danielle Ondash

Danielle Ondash
General Services Superintendent

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 – Everett Phillips
District No. 5 - Tim Murphy





November 14, 2023

David McIntyre
Owner, Ceres Environmental Services
6968 Professional Pkwy E. Sarasota, FL 34240

Mr. McIntyre,

I am writing this letter to express my sincere appreciation and commendation for the exceptional efforts and outstanding performance of Ceres Environmental Services in the aftermath of Category 3 Hurricane Idalia, which struck Columbia County, Florida on August 30th, 2023.

In the wake of the devastating hurricane, the debris removal mission posed significant challenges for our community, requiring prompt and efficient response. Ceres Environmental Services not only met but surpassed our expectations in undertaking this critical task. The dedication, professionalism, and expertise demonstrated by the Ceres team was truly commendable.

One of the most impressive aspects of Ceres' response was the rapid mobilization of their fleet of trucks and equipment, all owned by Ceres, showcasing the company's robust infrastructure and preparedness for such emergencies. The ability to self-perform the work contributed significantly to the efficiency and effectiveness of the debris removal operations.

From the moment Ceres was called upon, they demonstrated a commitment to prompt action and a keen understanding of the urgency of the situation. The responsiveness of the Ceres team was exemplary, and their ability to exceed expectations in terms of volume, production, and timelines was truly remarkable.

Working with the Ceres Environmental Services Team, I found them to be not only professional, but also pleasant to work with. The team's collaboration with our local authorities was seamless, and their commitment to open communication and cooperation made the entire process smooth and efficient.

MIAMIBEACH
**City of Miami Beach,** 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PUBLIC WORKS, Sanitation Division
Tel: (305) 673-7616, Fax: (305) 673-7627

September 6, 2018

RE: LETTER OF RECOMMENDATION

Dear David Preus,

The City of Miami Beach Public Works Sanitation Division would like to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As we are all aware of the difficult challenges that the 2017 hurricane season brought to many parts of the country, Hurricane Ira was especially unkind to the State of Florida in particularly Miami Beach. Although Ceres Environmental was not the city's primary contractor, once contact was made your company mobilized and responded to the city's needs. Being a top world destination and our busy season was approaching, it was crucial that the City return to normal and time was of the essence. Approximately 150,000 cubic yards of debris were collected, processed and disposed of within a 50 day time frame. Ceres Environmental was instrumental in helping our residents and business owners limit the amount of hardships and financial losses that play an important factor on how well a community rebounds form a natural disaster.

I would highly recommend Ceres Environmental to other municipalities in times of crises. My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Respectfully,

Alberto Zamora, Sanitation Division Director
City of Miami Beach

JACKSONVILLE BEACH

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
[P] 904.247.6268
[P] 904.247.6276

www.jacksonvillebeach.org

August 23, 2018

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota, FL 34240

Dear Mr. Preus,

On behalf of the City of Jacksonville Beach, I would like to commend Ceres Environmental Services, Inc. and your subcontractor (Arbor Masters) on the debris management, recovery and response services put forth during the Hurricane Irma event.

The lives of many Florida residents were changed forever on September 10th 2017, when Hurricane Irma ripped through our state. The City of Jacksonville Beach, located on the Northeast Coast of Florida was one of the areas impacted by Hurricane Irma. The City authorized its Debris Contractor Ceres Environmental Services, Inc. at a cost of $ 1,130,639.50 to remove, process and dispose of 68,076.93 cubic yards of vegetative and construction and demolition (C&D) debris.

Ceres Environmental Services, Inc. was on the ground within 72 hours. They exhibited great reliability and dedication during the entire process. Ceres strictly adhered to the established unit prices in the contract and FEMA debris removal guidelines to achieve the reimbursement rates for the City. Their team was organized and worked diligently to meet the City's needs.

For the reasons stated above, I highly recommend Ceres Environmental Services, Inc. as a disaster debris contractor.

Sincerely,

Ty Edwards

Ty Edwards, P.E.
Director of Public Works
City of Jacksonville Beach
1460A-Shetter Ave.
Jacksonville Beach, Fl. 32250

# *PUBLIC WORKS DEPARTMENT*

*City of Port St. Lucie*

*Accredited Agency – American Public Works Association*

"A City for All Ages"

To: David Preus, Ceres Senior Vice President, Disaster Recovery Division

From: Joe Mercurio – City of Port St Lucie Emergency Manager

Date: July 10, 2018

Re: PSL Debris Management _ Letter of Recommendation

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The City of Port St Lucie Debris Management Team seeks to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As the lore of Hurricane Irma passes into the record books, it was Ceres Environmental who served as the City of Port St Lucie Prime Debris Hauler Contractor to this devastating storm event. As well-known throughout Florida, the direct impact of Hurricane Irma played a significant role in the response and recovery efforts of the entire debris haul industry and how the logistical response was to be met. Ceres Environmental was instrumental in first response to initiate "First Push" to clear main roads throughout the City. A detailed analysis was presented for clean-up actions with an expected time-line that had to work with the given City Debris Management Plan.

The City of Port St Lucie was aggressive in time constraints to service the community and we worked well with Ceres to promote effective and efficient debris collections strategies to ensure safety, proper mobilization, and economic securities for the general population as well as the company. Their efforts were directly responsible to the collection of over 86,000 CY of vegetative material with billing receipts totaling over $1.25 million. Ceres Environmental remained committed as well as loyal to the City as stronger incentives offered by affected communities lured other companies away from promised commitments. Ceres stood by Port St Lucie, and for that we are indebted.

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Respectfully,

*Joe Mercurio*
Project Manager, Emergency Management
City of Port St. Lucie
(772) 871-5175 - W
(772) 618-5093 - C
jmercurio@cityofpsl.com

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

June 21, 2018

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The City of Winter Park experienced significant damage on September 11, 2017 when Hurricane Irma impacted most of the State of Florida. The City of Winter Park immediately went to work, hiring Ceres Environmental at a cost of *$880,653.53* to assist in removing in excess of *55,000* cubic yards of debris.

Ceres Environmental was on the ground within *72* hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the City. Organized and diligent, their team quickly learned our people, our systems and our area. Ceres Environmental helped to organize and utilize Florida contractors, allowing local people to heal by doing something to help in their own backyards. Ceres assistance allowed residents in Winter Park to return to normal after only two months. After witnessing the profound success and partnership of Winter Park and Ceres Environmental, Winter Park again, after formal solicitation, selected Ceres to assist should another storm arise anytime in the next five years.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Keri Martin
Debris Project Manager

www.cityofwinterpark.org

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota, Florida 34240

June 18, 2018

Dear Mr. Preus,

I am writing this letter on behalf of the City of Sarasota to both thank you and your staff, along with offering this letter as a recommendation for Ceres Environmental to any agency that may need recovery assistance following a disaster.

On September 10th, the City of Sarasota was impacted by Hurricane Irma making its pass through our City as a Category 1 storm. Days prior to its impact, Ceres's staff were in constant communications with the City assessing our potential needs based on at that time, prior to landfall, was expected to be a Category 3 to 4 storm. As this was the first time we needed to activate a contract in over 15 years, your staff showed extreme reliability and professionalism in working with myself and other emergency management staff of the City both prior to and immediately following its impact on us.

Ceres met its contractual obligations to be on site within 72 hours to remove, process and dispose of approximately 60,000 cubic yards of debris. The staff's extensive knowledge of the public assistance program and strict adherence to FEMA's debris removal guidelines is expected to result in complete reimbursement of approximately $950,000 in expenditures.

In recognition of Ceres performance and its ongoing commitment to our area, Ceres again was awarded a three-year contract as the top ranked proposer to our recent request for proposals for recovery services. We look forward to our continued relationship.

Sincerely,

Doug Jeffcoat
Public Works Director
City of Sarasota
Douglas.Jeffcoat@Sarasotafl.gov

**1761 12th Street Sarasota, Florida 34236**

The City of Palm Bay Florida
www.palmbayflorida.org

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Florida residents were changed forever on September 10th 2017, when Hurricane Irma ripped through our state. The City of Palm Bay, located on the East Coast of Florida was one of the areas affected by Hurricane Irma. The City's leadership team immediately went to work, hiring Ceres Environmental at an approximate cost of $2 Million +/- to remove, process and dispose of approximately 110,*000* +/- cubic yards of debris.

Ceres Environmental was on the ground within *72* hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the *City*. Organized and diligent, their team quickly adapted to meet the City's needs.

After witnessing the success and partnership of the City of Palm Bay and Ceres Environmental Services Inc, the City went ahead and renewed their contract with Ceres for another year.

Ceres Environmental Services Inc has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Barney Weiss
Asst. Public Works Director
City of Palm Bay

MIAMI-DADE COUNTY

**Solid Waste Management**
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

111 NW 1st Street • Suite 1610
Miami, Florida 33128
T 305-514-6666

**miamidade.gov**

November 3, 2017

Mr. Jamie Triplett
Area Manager
Ceres Environmental
3825 85th Avenue North
Brooklyn Park, MN 55443

Dear Mr. Triplett:

On behalf of the Miami-Dade County Department of Solid Waste Management, I would like to thank Ceres Environmental for your participation in the Hurricane Irma debris removal effort as one of six prime contractors. The quality and quantity of work performed by Ceres Environmental during this emergency response has met our expectations. Further, your firm's responsiveness and focus on customer service have been very helpful to the Department.

Again, thank you for your service to Miami-Dade County.

Sincerely,

Paul Mauriello
Deputy Director for Operations
Miami-Dade County
Department of Solid Waste Management

# City of Sugar Land

September 23, 2024

David A. McIntyre
President
Ceres Environmental Services, Inc.
9945 Windfern Road
Houston, Texas 77064

To whom it may concern,

I am writing to provide a reference for Ceres Environmental, who was contracted to assist with the cleanup of storm debris following a debris generating event. The City of Sugar Land had the opportunity to observe their work firsthand after Hurricane Beryl, and I can confidently recommend them for similar projects.

From the outset, Ceres representatives and project managers demonstrated a high level of professionalism and dedication. Prior to hurricane season they met with the City and were able to provide valuable information regarding coordination and activation. After receiving the Notice to Proceed (NTP) post Hurricane Beryl, they arrived promptly and were well-prepared to tackle the challenges posed by the storm debris. Their team worked efficiently, utilizing effective techniques to ensure the safe and thorough removal of debris while adhering to all FEMA guidelines, local regulations, and safety protocols.

After activation they met with City staff, and the Debris Monitor, multiple times a day to ensure we had a coordinated plan. Throughout the project, Ceres Project Manager, Alonzo Clay, maintained open communication, providing daily updates and addressing any concerns that arose. Their commitment to quality and customer satisfaction was evident in their attention to detail and willingness to meet our requests.

In addition to their technical expertise, Ceres Environmental and their team displayed a strong work ethic and a positive attitude, which contributed to a collaborative and productive working environment. Ceres was able to assist the City of Sugar Land in recovering from Hurricane Beryl in a timely manner in comparison to surrounding areas impacted.

I recommend Ceres Environmental for any future projects involving cleanup and debris removal. Their experience, reliability, and dedication make them an excellent choice for municipalities and organizations in need of these services.

Please feel free to contact the City if you have any further questions.



Christian Eubanks

Environmental Manager

City of Sugar Land

BOARD OF COMMISSIONERS

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SHERRI WASHINGTON, ESQ., COMMISSIONER POST I
DR. DOREEN WILLIAMS, COMMISSIONER POST II

SUE SANDERS, CHIEF OPERATING OFFICER
JENNIFER O. RUTLEDGE, COUNTY CLERK

ROCKDALE COUNTY EMERGENCY MANAGEMENT AGENCY

Dan Morgan, GA-ACEM, Director
Dan.morgan@rockdalecountyga.gov
OFFICE: 770-278-8405
FAX: 770-278-8905

May 6, 2024

Recommendation Letter for CERES Environmental

To Whom It May Concern:

Rockdale County, Georgia, sustained damage from an EF2 tornado in the morning hours of April 2nd, 2024. After surveying the damage and the amount of vegetative debris, Rockdale County EMA activated our debris management plan. CERES is the contracted hauler and processor for Rockdale County.

They responded with the correct amount of equipment, did a thorough assessment of the damaged area and set up operations at the Debris Management Site (DMS). Their operations manager, Marian Banks, kept in constant contact while overseeing the total operation. The daily operations needed very little oversight from Rockdale County as CERES handled all aspects of the debris response.

As the EMA Director, I feel confident in the abilities of the CERES team to successfully respond to and complete any debris disaster. I would highly recommend CERES as a valuable addition to any disaster response team.

Sincerely,

Dan Morgan
EMA Director
Rockdale County, Georgia

**Letter of Recommendation**

March 7, 2023

Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

It is my pleasure to write a letter of reference for Ceres Environmental Services. I had the opportunity to work with Ceres staff during the Winter Storm Mara (2023) recovery efforts in Austin, Texas.

Ceres collected, processed, hauled and disposed of approximately 230,000 cubic yards of debris. Ceres its employees are very knowledgeable in the disaster process of debris removal. They understand FEMA regulations and requirements and communicated the cleanup and recovery steps throughout the event. The staff we worked directly with were knowledgeable, compassionate and brought confidence to the situation.

Ceres staff were reliable, organized and executed their tasks with efficiency and timeliness. Their integrity as a company was evident throughout the event and played a critical role in helping Austin recover from Winter Storm Mara. I would recommend them for their services as a debris contractor.

If you have any questions, please do not hesitate to contact me at amy.slagle@austintexas.gov.

Amy Slagle
Amy Slagle (Mar 7, 2024 12:28 CST)

Amy Slagle
Acting Assistant Director
City of Austin
Austin Resource Recovery

Glynn County Georgia

Glynn County Public Works
4145 Norwich Street Ext.
Brunswick, GA 31520
912.554.7746
Fax 888.558.1549

To Whom It May Concern:

I am writing this letter to recommend Ceres Environmental Services, Inc. as a debris removal contractor. I had the pleasure of working with Ceres in 2023 during the aftermath of Hurricane Idalia that hit parts of Florida and Georgia, causing damage across Glynn County, GA. I was very impressed with Ceres' professionalism, efficiency, and dedication to their work.

Following Hurricane Idalia, Ceres collected, hauled, and disposed of 35,440 cubic yards of debris. Their prompt and efficient service helped in the restoration of the community and allowed for quick return to normalcy for our residents. Their team of professionals were highly skilled, efficient, and reliable in carrying out the required tasks and keeping the County informed of the progress on a daily basis.

Overall, I highly recommend Ceres Environmental Services, Inc. for any future debris removal projects, and I am confident that they will exceed your expectations.

Please do not hesitate to contact me if you require any additional information regarding their work.

Sincerely,

***Danny Smith, CPWP-M***
*Public Works Director*
*4145 Norwich Street*
*Brunswick, GA 31520*
*Office Phone: 912-554-7701*
*Danny.Smith@glynncounty-ga.gov*

ST. TAMMANY PARISH
MICHAEL B. COOPER
PARISH PRESIDENT

To Whom It May Concern:

Ceres Environmental Services has done an exceptional job clearing numerous waterways in St. Tammany Parish. In 2022 and 2023, we had the pleasure of collaborating with Ceres on an NRCS-funded project aimed at preventing flooding by removing debris from our extensive canals, channels, and various waterway systems. Their dedication, professionalism, and expertise were instrumental in the success of this project.

In total, Ceres cleared 381,333 linear feet of waterways, working within the National Wild and Scenic Rivers System. Ceres demonstrated efficiency, effectiveness, and high levels of expertise in their waterway debris removal efforts. They exhibited a profound understanding of the challenges posed by our waterways, requiring specialized knowledge and equipment to ensure project success while minimizing the environmental impact. They applied various debris removal techniques to tackle challenges such as the varying depth and width of the waterways, the limited availability of access points, and the presence of obstacles in the waterways.

Ceres complied with all applicable rules and regulations and provided thorough documentation to NRCS to ensure St. Tammany Parish's reimbursement eligibility.

I highly recommend Ceres for any future projects related to waterway debris removal and restoration. Their unwavering dedication to quality, safety, and efficiency sets them apart. We are grateful for their dedication, and we look forward to future collaborative efforts.

Sincerely,

MICHAEL B. COOPER
Parish President

OFFICE OF THE PARISH PRESIDENT
P.O. BOX 628 | COVINGTON, LOUISIANA | 70434 | MCOOPER@STPGOV.ORG | 985-898-2362
WWW.STPGOV.ORG

Given the exceptional performance and positive impact Ceres had on our community during this challenging time, there is no doubt that Columbia County would enthusiastically call upon Ceres Environmental Services again, should we face the impact of another hurricane in the future.

In conclusion, I want to express our deepest gratitude for the invaluable support and exemplary service provided by Ceres Environmental Services. Your dedication to the well-being of our community did not go unnoticed, and we are grateful for the partnership forged during this critical period.

Sincerely,

Kevin Kirby
Assistant County Manager, Columbia County
135 NE Hernando Avenue, Suite 203 Lake City, FL 32055

LARIMER COUNTY | OFFICE OF EMERGENCY MANAGEMENT

P.O. Box 1190, Fort Collins, Colorado 80522-1190, 970.498.7010, Larimer.org

January 21, 2022

RE: Ceres Environmental Services

To Whom It May Concern:

This letter should serve as a letter of recommendation for Ceres Environmental Services for their debris management efforts on Larimer County's behalf after the Cameron peak Wildfire and the Black Hollow Debris Flow.

Ceres Environmental Services, Inc. provided exceptional performance during the roughly $4,200,000.00 hazard tree removal project inside the Front Range resulting from the Cameron Peak Fire. As the Director of Emergency Management for Larimer County, I was responsible for all aspects of the hazard tree removal project, including coordination amongst key stakeholders from the U.S. Forest Service, FEMA, the State of Colorado, other County Departments, multiple HOAs, and individual residents. Ceres met the challenging demands of the project with strong leadership, and a team of professionals possessing expert knowledge of planning for and removing hazardous trees. It was evident that Ceres had completed projects of similar scope and complexity numerous times before our project in Larimer County.

The Ceres' project management team engaged with the County early and often prior to the start of the project. During the initial planning phase, we collectively shared ideas for the concept of operations, unique features of the impacted area, path through the project, messaging to residents, and overall goals for the program. Ceres brought continuity and competency to the response offering lessons learned from past fire responses and disaster projects. At final tally, Ceres removed 14,207 hazardous trees along 65+ miles of roads in very difficult terrain. When a debris flow impacted the County near the project, Ceres quickly changed focus, and mobilized personnel and equipment to assist search and rescue and recovery operations. Even with the changing scope, the project finished ahead of schedule.

During the hazard tree removal process, a catastrophic debris flow occurred in the Black Hollow drainage in the Cameron Peak Fire area, causing the death of four people and the destruction of multiple structures. Ceres was able to shift operations quickly and effectively to assist with Search and Rescue efforts and later with debris removal from the site.

I specifically appreciated Ceres consistent attention to any concern I raised and their commitment to resolving any problem quickly and effectively. Ceres started and finished operations along ROWs mile-by-mile in a systematic and orderly fashion. This is a key component of any disaster project as it reduces the length of time that our operations impact residents as they rebuild on their property.

Ceres is also deserving of our recognition and its accomplishments are quite noteworthy.

- Ceres deployed cutting-edge forestry resources (Sennebogens) and efficient industry work methods, completing over 60% of the work with its own forces.
- Ceres introduced forestry and tree removal practices not anticipated in the original contract, providing cost savings while consistently protecting areas containing sensitive environmental resources.
- Ceres developed and implemented a Steep-Slope Operations Plan to remove and chip hazardous trees on rugged terrain. The steep slope operations plan reduced the overall safety risk to all stakeholders while improving project performance.
- Working inside the Front Range, the County has a limited window to start and finish infrastructure projects. Ceres coordinated with other County Departments and their contractors to ensure hazard tree removal operations did not adversely impact other county infrastructure and recovery projects.

I highly recommend Ceres to any other jurisdiction, both in Colorado and across the United States. Please contact me with any questions or concerns at 303-656-3214 or via email at hodgeslr@co.larimer.co.us. Thank you.

Regards,



Lori Hodges, Director
Office of Emergency Management
Larimer County

**Mark R. Johnson**
*Mayor*

March 23, 2022

To Whom It May Concern,

It is my great pleasure to recommend Ceres Environmental Services Inc. to any organization in need of debris removal services. The City of Covington, located in southeast Louisiana, completed an RFP for a standing debris removal service contract over the summer of 2021 and executed a contract in early August 2021. Less than one month later Hurricane Ida formed in the Gulf of Mexico and was projected to impact the City of Covington. Within hours of being notified of the possible strength of the storm, Ceres contacted our staff to provide assurance they were ready to respond if needed. The City pre-emptively issued a purchase order one day ahead of the projected impacts to enable Ceres to activate immediately if necessary.

Weather bands from Hurricane Ida started rolling in the evening of Sunday, August 29th, 2021. Severe weather conditions continued throughout that evening until approximately 6:00 AM Monday morning, at which point the City's Public Works Director determined roads were impassable and we needed to activate Ceres. By 7:00 AM I made direct contact with our Ceres representative and a crew was mobilized. By 11:00 AM our assigned Project Manager arrived in town and a kickoff meeting was held. By 1:00 PM the city was divided into response zones and several debris crews were in route to our area. Debris push efforts on City roads began the following morning at sunrise.

The immediate response by Ceres within hours of activation was the key component to the City being able to clear roads for emergency response and reentry. Not only were the crews able to move quickly and efficiently, our Project Manager had a strong understanding of FEMA regulations. It was immediately clear that the City's ability to seek FEMA reimbursement based on eligibility was a priority for Ceres.

Our Project Manager and debris crews were in Covington working nearly 7 days a week from August 30th through mid-December. During this time, Ceres demonstrated their ability to operate independently, which allowed the City's leadership to focus on re-establishing City operations. Our Project Manager maintained on-going coordination with the staff, provided notifications of time-sensitive matters, and kept a sharp focus on the community's need to recover and return to daily life as quickly as possible. Meanwhile, he continued to prioritize the City's eligibility for FEMA reimbursement.

I can confidently say the City of Covington's speedy and successful recovery in the wake of Hurricane Ida is in large part due to the excellent planning and execution of our Ceres team.

Sincerely,

Erin Bivona
Chief Administrative Officer
City of Covington, LA

**City of Thibodaux- Office of Emergency Preparedness**
310 North Canal Blvd. P.O. Box 5418
Thibodaux, La. 70302

January 7, 2022

David McIntyre
Ceres Environmental

I would like to offer my personal thanks to you for the efforts of Karl Dix, Mike Beevers and Mike Dillard for their work in support of the City of Thibodaux in response to Hurricane Ida.

I would like to preface my gratitude with some of my personal background. I am currently serving with the City of Thibodaux as the Special Projects Coordinator, as well as the Emergency Preparedness Director. I started this position in 2019 having just retired from the U.S. Marshals. I had a total of 28 years in service, serving as a supervisory federal law enforcement agent for 17 years of those 28 years. In addition, I also served as a leader in the U.S. Army- Louisiana National Guard for 31 years (retiring as a Colonel in 2015). Of my 31 years, I served 19 years in eight different command assignments. Between these two careers, I have supervised over 100 emergency management events (including a tour in Iraq as the Commander of Security Forces in the Green Zone). These events spanned the elected terms of 6 U.S. Presidents and 7 Louisiana Governors.

Karl, Mike B. and Mike D. are some of the best leaders I have ever seen in this line of work. Their ability to take strategic concepts and turn them into operational programs is outstanding. There are three things that set these leaders above their peers in this industry: their problem solving, their ability to interact with others and their decision making. I have personally watched them interact with residents, politicians and governmental leaders in the past 5 months. Their ability to move through issues to solutions is a testament to their ability as leaders. They see problems and solve them before progression migrates to major events.

These three leaders have established a level of production that is rarely seen in debris management. They have represented Ceres Environmental in a dynamic fashion and are a testament to the ability of your team. I know that you are well aware of their value as leaders and I want to thank you for allowing them to help us get through this tough time. Leadership is not about personal achievement, leadership is about impact to those around us. Karl, Mike B. and Mike D. have truly made an impact here and we thank you as well for effort: Job well done!

Jacques Thibodeaux
Special Projects Coordinator
Emergency Preparedness Director
City of Thibodaux

# City of Gonzales

120 SOUTH IRMA BOULEVARD • GONZALES, LOUISIANA 70737 • PHONE (225) 647-2841 • FAX (225) 647-9557

BARNEY D. ARCENEAUX
MAYOR/ADMINISTRATOR

TIMOTHY R. RILEY-Division A
COUNCILMAN
DRAINAGE
MAYOR'S YOUTH COUNCIL

KIRK J. BOUDREAUX-Division B
COUNCILMAN
MAYOR PRO-TEMPORE
TREASURER/FINANCE
STREETS
AEDC LIAISON

HAROLD L. STEWART-Division C
COUNCILMAN
SANITATION
TOURISM

TYLER J. TURNER-Division D
COUNCILMAN
ASSISTANT TREASURER
UTILITIES
ORDINANCE

JOHNNY A. BERTHELOT-Division E
COUNCILMAN
RECREATION
ENGINEERING
PUBLIC SAFETY

SHERMAN D. JACKSON
CHIEF OF POLICE

TRACEY N. NORMAND
FIRE CHIEF

SCOT BYRD
CITY CLERK / CAO

MATTHEW I. PERCY
CITY ATTORNEY

October 25, 2021

Mr. Karl Dix
Director of Client Services
CERES Environmental Operations
6968 Professional Parkway
Sarasota, FL 34240

RE: Debris Removal Hurricane Ida

Dear Mr. Dix:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurrican Ida's landfall in Gonzales. Immediately after the storm passed, CERES mobilized with a large volume of equipment and personnel to begin vegetative debris removal. The CERES team, and their sub-contractor, was well equipped to, not only, meet the physical demand, but also extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism. While Gonzales' debris removal activities were being well maintained by CERES, City of Gonzales DPW staff was able to focus on alternate infrastructure recovery efforts. At project completion, CERES hauled, chipped and disposed of 91,230 cubic yards vegetative debris and disposed 14,811 cubic yards C&D in only 40 days.

The City of Gonzales is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.

Sincerely,

Jackie Baumann, P.E.
City Engineer

CC: Mayor Barney Arceneaux

GAVIN NEWSOM
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

MARK S. GHILARDUCCI
DIRECTOR

December 13th, 2021

Subject: Contractor Reference Letter – CTL Forest Management, Inc.
Camp Fire State Hazard Tree Removal Program

To Whom it May Concern:

This letter is to commend C.T.L. Forest Management, Inc. dba Ceres Forestry (CTL) on their exceptional performance during the performance of their $243,000,000 hazard tree removal contract in support of the Camp Fire State Hazard Tree Removal Program. The California Governor's Office of Emergency Services (Cal OES) oversaw this program in partnership with the California Environmental Protection Agency's Department of Resources Recycling and Recovery (CalRecycle) as part of the State of California's overall response and recovery to the 2018 Camp Fire in Butte County, the deadliest and most destructive wildland fire in state history. For the full duration of heavy field operations, I served as the State's Incident Commander for the Program. From my perspective as the senior government project manager, CTL met the challenging demands of the project with strong, capable leadership and a team of professionals possessing a "can do" attitude. CTL partnered with us every step of the way and exceeded our expectations in many respects, allowing the affected residents and communities back to normal faster than anticipated.

The CTL Incident Management Team, who served alongside my team throughout the 12-month project, brought commitment, continuity, and competency to the response. I specifically appreciated the CTL Incident Commander's consistent attention to any concern I raised and his commitment to resolving any problem quickly and effectively. CTL's management team remained tirelessly devoted to this mission, removing just over 59 thousand hazard trees across over 2,500 enrolled private parcels ahead of schedule while consistently exceeding our standards. CTL started and finished operations on individual parcels quickly, as they had a solid methodology of safe and rapid clean up once tree felling was complete. This is of key importance to us, as it limits the length of time during which our operation affects the disaster survivor and potentially limits their ability to reside or rebuild on their property. Chiefly, CTL did not leave properties with trees cut and logs/slash waiting for collection.

Since the conclusion of the Program, Cal OES has adopted many of the best practices demonstrated by CTL as standard expectations.

CTL's Operational Team is also deserving of our recognition and its accomplishments are quite noteworthy. They include:

- CTL deployed cutting-edge forestry resources and efficient industry work methods, including completing 52 percent of the work with its own forces.
- CTL introduced forestry and tree removal practices not anticipated in the original contract, providing cost savings while consistently protecting areas containing sensitive cultural and environmental resources.
- CTL brought deep experience from other disaster recovery projects to provided valuable lessons learned and insight to help Cal OES and CalRecycle enhance the effectiveness of the planning process while increasing operational efficiencies.
- CTL played a critical role in devising and implementing the Hazard Tree Steep Slope Plan. CTL's Steep Slope Plan reduced the risks associated with cutting hazard trees on rugged terrain and improved the performance and safety of everyone involved in these critical operations.
- CTL led the multidisciplinary planning and execution process to ensure that biological and archaeological resources were protected while efficiently removing the hazard trees in these sensitive project areas. This is particularly evident in Honey Run and Concow where extensive cultural and environmental resources required intensive coordination and specialized operations.

From my personal experience, CTL remained considerate and understanding of the challenges experienced by each stakeholder on the project and demonstrated considerable flexibility and diversified experience, consistently exceeding our high expectations. It was a pleasure working with CTL throughout this project, and I am happy to recommend them to any other disaster management agencies who may require similar services.

Sincerely,

Cole Glenwright

Digitally signed by Cole Glenwright
Date: 2021.12.13 15:11:58 -08'00'

Cole Glenwright
Incident Commander, Camp Fire State Hazard Tree Removal Program
California Governor's Office of Emergency Services

**City of Pearland**

3501 E. Orange St
Pearland, Texas 77581
Tel: 281.652.1900
pearlandtx.gov

March 17, 2021

Tia Laurie
Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL 34240

RE: Recommendation

Dear Ms. Laurie

In response to Winter Storm Uri, the City of Pearland formally activated Ceres Environmental Services, Inc. for Debris Management Services. Chad Dorsey and Mike Beevers were assigned to coordinate the debris removal for our City. They both were very professional, friendly, and informative while on the ground. They worked with our City staff to ensure seamless removal of residential debris timely. Our City staff appreciate the guidance they were able to provide and would recommend them for future projects.

Thank you for your service to the City and its residents.

Sincerely,

Laurie Rodriguez

WESTON WAMP
COUNTY MAYOR

JOHN A. AGAN, P.E.
DIRECTOR
ENGINEERING &
FACILITIES MAINTENANCE

**HAMILTON COUNTY, TENNESSEE**

Tia Laurie, Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

Subj: Letter of Recommendation

Dear Ms. Laurie,

As director of Engineering and Facilities Maintenance for Hamilton County, I was assigned to coordinate and manage the debris removal contract with your firm after Hamilton County sustained an EF-3 Tornado disaster on April 11, 2020. At the onset of the contract initiation with Ceres, your team immediately contacted us and commenced planning to be onsite within 24 hours. The dedication, determination, and professional performance by all the Ceres team members and sub-contractors started with resilience and maintained so until project completion.

The debris removal effort included a total of 408,475 cubic yards (376,043 cubic yards were vegetative, and 32,432 cubic yards were C&D material). The debris removal effort was completed safely and efficiently in the 45 day period required by FEMA guidelines. The contract amount was $5,369,509.80.

The project management team provided daily information on the removal process along with detailed and coordinated weekly meetings. The Ceres project management team worked to ensure compliance with all FEMA guidelines, and USACE recommendations, ensuring that Hamilton County reimbursement was not jeopardized.

Ceres displayed an outstanding team attitude in the interaction between Hamilton County officials, the debris monitoring firm, and the FEMA assigned USACE subject matter expert team. Ceres' professionalism and debris removal expertise was critical in the timely restoration of our community, and allowed for a quicker return to normalcy for our residents.

Ceres is highly recommended for any future debris removal projects. Please feel free to forward this letter to agencies requiring a recommendation, and let them know that they can contact me.

Sincerely,

John a. Agan

John A. Agan, PE
Director
Engineering & Facilities Maintenance
Hamilton County, Tennessee
(423) 209-7840

# TOWN OF ST. JAMES

October 22, 2018

Mr. Karl Dix
Director of Client Services
CERES Environmental Services
3825 85th Avenue N
Brooklyn Park, MD 55443

Dear Karl;

This letter is in reference to the recovery work that CERES provided to the Town of St. James because of Hurricane Florence.

Hurricane Florence was a first time experience for many of us here in this community and we are very grateful to the assistance that CERES was able to give us from the days leading up to the storm, during the storm and the days and weeks after the storm.

CERES brought experience and confidence that made the situation easier than it might otherwise have been for us. The staff that was here, as well as the staff that we interacted with were always considerate and understanding of our situations. The advance preparation by your team produced immediate results that facilitated our ability and desire to get the recovery underway within a remarkably short time. The responsiveness to specific situations was greatly appreciated by all of the concerned organizations here at St. James.

Thank you for the quality of services that CERES provided to this community.

Sincerely;

Gary 2 Brown

Gary Brown
Town Manager

4140-A Southport-Supply Road SE, St. James, NC 28461
Telephone: (910) 253-4730 Fax: (910) 253-4732 E-mail: tosj@stjames.town

# Livingston Parish

Office of Homeland Security and Emergency Preparedness

MARK HARRELL
Director

BRANDI JANES
Deputy Director

18 September 2018
LOHSEP/MH/BJ/185

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Ref: Debris Removal for the Great Flood of August 2016

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Livingston Parish residents were changed forever beginning August 11, 2016, when heavy rains and extensive flooding ripped through our parish and surrounding areas. The Parish had a pre-event contract with Ceres Environmental and immediately hired Ceres Environmental to remove, process and dispose of approximately 1,348,249 cubic yards of debris for $16,399,988.71 once the flood waters receded and residents were able to get back into the area.

Ceres Environmental was on the ground within *72* hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the project. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of Livingston Parish, its other contractors and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for an NRCS Emergency Watershed Protection project.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

P.O. Box 1060, Livingston, LA 70754
225-686-3066 225-686-7280 Fax

Please feel free to contact my office to discuss this request. Your assistance in this matter is greatly appreciated.

Respectfully,

Mark Harrell, LOHSEP Director
P.O. Box 1060
Livingston, LA 70754
lohsep1@lpgov.com
Telephone: (225) 686-3066

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EWELL LYLE

COUNTY ADMINISTRATOR
RICHARD CROWDIS

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Ref: Dougherty County Debris Removal

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Dougherty County residents were changed forever on January 22, 2017, when a tornado ripped through our community. Dougherty County, which is located in Southwest Georgia procured the services of Ceres Environmental to remove, process and dispose of approximately 950,000 cubic yards of debris for $9.5 million.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the Dougherty County. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of the County and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for Private Property Debris Removal.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Michael McCoy
Interim County Administrator

222 PINE AVENUE POST OFFICE BOX 1827 ALBANY, GEORGIA 31702-1827 (229) 431-2121 FAX (229) 438-3967

**BEAUFORT COUNTY PUBLIC WORKS**
**Solid Waste and Recycling**
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2800 Facsimile (843) 255-9435

Mr. David Preus
Ceres Environmental Services Inc.

Dear Mr. Preus:

I am writing to express my appreciation for the performance of the entire team from Ceres in the debris operations for Hurricane Matthew. As our debris removal firm the level of support and professional performance provided has been exceptional in all regards. My direct point of contact with your firm was Project manager Mike Beevers. Mike supported the County in an outstanding manner and his counsel was invaluable throughout this operation. He is a professional in all respects and helped to establish a high standard for compliance. On a personal level, Mike was extremely responsive to answer any questions and provide the assistance I required. As the Debris Manager I am not exaggerating when I state that without his diligence, knowledge, and ability to gain the cooperation within the team we would not have been as effective. Mike is a" machine". As a team we moved 72% of all ROW debris into the DMS sites in the first 90 days of operation; over 90% of hangers and leaners were addressed in the same period. FEMA and SCEMD officials remarked that "Beaufort County had their operation together". Mike played a huge part in making that happen. If I ever had to do this again I would want Mike as my Project Manager.

Providing Karl Dix to assist with the process allowed the County to get a jump on a difficult task. Without his vital help we would have been overwhelmed with obtaining PPDR approval from FEMA and removing debris from 83 individual private communities. Karl provided essential high level technical support and coordination for the debris removal operation. He is a treasure trove of knowledge and expertise that worked seamlessly with the entire County staff. Ralph Sosabe is the most effective problem solver I have ever worked with. His professionalism, personality and ability to communicate with our citizens kept things moving smoothly. Ralph handled the most difficult situations with ease which I sincerely appreciated. His ability "To Make the Noise Stop" was nothing short of incredible.

Bottom line, Ceres did an exceptional job and I am thankful for each member of your team. You exceeded expectations in every area and continue to provide us with excellent customer service. I am forwarding a copy of this letter to our Administration and Purchasing Department for future reference.

Regards

JAMES S. MINOR, JR
SOLID WASTE / DEBRIS MANAGER

COLUMBIA COUNTY
GEORGIA
Emergency & Operations Division

**LETTER OF RECOMMENDATION**

February 9, 2015

To Whom It May Concern:

As the Debris Management Services Contract Manager, please accept this letter as my official recommendation for CERES Environmental Services, Inc.

Columbia County has maintained a pre-event debris management contract with CERES since 2008 and activated the contract when Ice Storm Pax deposited one inch of ice on our trees/vegetation and overhead utilities in February 2014. CERES immediately responded, mobilized their workforce and started the task of removing over 535,000 cubic yards of debris from our right of ways.

CERES was professional in every aspect of this operation, from removing the debris to transporting it to final destinations. During the debris removal operations, CERES provided me with a "zone map" of the county and provided daily information so that I could let our citizens know when they should have their debris out on the public right of way for pick up. They cleaned the areas following the pick-ups, which made our citizens very happy.

Additionally, CERES assisted us with FEMA documentation all along the way to assure that we received the maximum amount of State and Federal reimbursement possible, resulting in a 92% cost recovery for our County.

In summary, I can attest to the fact that CERES has years of experience – and from the first day to the last day of our project – they performed their work in an admirable and cooperative manner. They did everything expected – and even exceeded our expectations in getting our community back to normal as quickly as possible.

Please feel free to contact me if you have any questions or need more information in this regard.

Sincerely,

Pamela P. Tucker
Director

## 3.2 Company Capabilities and Experience

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **$2.5 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding", the highest rating available at that time**. Ceres was specifically noted for use of local contractors; quality, efficiency, and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

### Disaster Experience – Notable Events

Ceres responded to numerous disaster events, including hurricanes, tornados, floods, winter storms and fires. The following is a selection of major events that Ceres responded to in the past.

**Ceres Response to Hurricanes**

Hurricanes Beryl, Debby, Helene, and Milton (2024)
Hurricane Idalia (2023)
Hurricane Ian (2022)
Hurricane Ida (2021)
Hurricanes Delta, Hanna, Laura, Sally and Zeta (2020)
Hurricanes Michael and Florence (2018)
Hurricanes Harvey, Irma, and Maria (2017)
Hurricanes Hermine and Matthew (2016)
Hurricanes Sandy and Isaac (2012)
Hurricane Irene (2011)
Hurricane Ike (2009)
Hurricanes Gustav and Dolly (2008)
Hurricanes Katrina and Wilma (2005)

**Ceres Response to Winter Storms**

Winter Storm Mara (2023)
Winter Storm Uri (2021)
Oklahoma Ice Storm (2020)
Kansas Snowstorm (2019)
Winter Storm Goliath (2015)
Georgia Ice Strom (2015)
Winter Storm Pax (2014)
NC Winter Storm (2014)
Winter Storm Atlas (2013)
Connecticut Winter Storm (2011)
Kentucky Ice Storm (2009)
Oklahoma Ice Storm (2007)

**Ceres Response to Tornados and Strong Wind Events**

GA, FL, LA, TN, TX Wind Events/Tornados (2024)
Mississippi Tornados (2023)
Tornado following Hurricane Ian (2022)
Iowa Derechos (2022 and 2020)
April Tornados – TN and MS (2020)
Macroburst in Connecticut (2018)
January Tornado – GA and AL (2017)
Spring Tornados – MS and AL (2014)
Macroburst in North Carolina (2013)
April Tornados in Alabama (2011)

**Ceres Response to Floods**

California & Great Vermont Flood (2023)
Louisiana Floods (2016)
Bastrop County Floods (2016)
Iowa Floods (2008)

**Ceres Response to Fires**

New Mexico Wildfires (2022)
Cameron Peak Fire in Colorado (2020)
Oregon Wildfires (2020)
Camp Fire (2018)
California Wildfires (2017)

Ceres first began operations in 1976 in response to Dutch Elm disease. Since that time, Ceres has responded to hundreds of disaster events across the U.S., on remote island chains and even in different countries. In that time, Ceres has grown from a single company into a multinational family of companies and divisions that provide resources, support, and services to the Disaster Recovery Division. These business units currently employ a total of more than 600 trained and experienced core personnel; this core team has expanded to over 1,500 when necessary, during recovery response missions. Our team possesses competencies and capabilities in the following areas.

- *The Ground Up* – Houston-based green waste recycling company focusing on yard waste disposal, grinding, and mulching operations.
- *Vesta Equity* – an investment company specializing in finance and real estate. Part of its mission is supplying financing for business operations and real estate ventures. Ceres uses our affiliated company Vesta as a financing resource, allowing Ceres to easily finance our activities. For example, during our 2018-19 storm response, Ceres utilized working capital of approximately $100 million in several instances, including during California wildfire recovery work.
- *C.T.L. Forest Management, Inc.* – California forestry focused company that performs large-scale post-wildfire hazard tree removal programs in Oregon and California and conducts disaster mitigation, such as fuels reduction and fire hardening projects. Ceres/C.T.L. are the largest owner/operator of Sennebogens in the world. This specialty tree removal equipment utilizes a cutter head and elevated cab to limit tree personnel on the ground to remove hazardous trees.
- *Civil Works* – focused on large, horizontal construction projects such as levees, dikes, and other flood control works.
- *Equipment* – supports Disaster Response and Civil Works managing 2,019 pieces of equipment and 33 mechanics, as well as additional support personnel.

The companies fulfilled a long-term Corporate strategic goal of owner and President David McIntyre – to develop a suite of diversified, yet complementary and related businesses to support Disaster Recovery and Response in any large and diverse disaster debris activation(s). Each business unit and division play a vital role in the overall company strategy and Ceres can draw on the strength and synergies of each company to ensure that the personnel, technology, equipment, and finances required to successfully complete large-scale missions. This strategy allows Ceres to:

- Retain long-term employees between disaster recovery assignments
- Keep heavy equipment on-hand, at-the-ready and operational
- Provide financing to ensure that we can pay subcontractors promptly and purchase additional equipment necessary to self-perform




## Advantages of Ceres

| Feature | Benefit to City of Plantation | |
|---|---|---|
| Solid Experience and Consistent Performance | Low Risk of Poor Performance | Exemplary performance on over 350 FEMA-funded Emergency Debris Management contracts with an awarded value of over $2.5 billion dollars for various government agencies. |

| Feature | Benefit to City of Plantation | |
|---|---|---|
| Rapid Disaster Response and Mobilization | Improved Safety and Rapid Completion | In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP).<br><br>Ceres collected a total of 4.2 million cubic yards of debris in the first 90 days. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. **Ceres received the highest possible quality rating for this work – Exceptional** – based in part on our high production rates despite numerous scope changes and severe weather**.** |
| Long, Varied History of Disaster Recovery Experience | Maximum FEMA Reimbursement | Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. Throughout Ceres' history, **no client has been denied reimbursement for work Ceres has performed.**<br><br>Over the past fifteen years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, typically between 75% and 100% based on FEMA regulations. |
| Large Scale Experience and Multiple Event Response | Successful Task Completion | In 2023 Ceres managed 24 activations spanning from the East Coast to the West Coast of the contiguous United States and in Puerto Rico. Ceres provided debris removal services in response to extensive flooding and mudslides in California following the Atmospheric River, wildfires in New Mexico, Winter Storm Mara in Texas, the Great Vermont Flood, and Hurricane Idalia in Georgia and Florida. Additionally, Ceres performed projects focused on waterway debris removal in Louisiana and Florida.<br><br>In 2022, Ceres responded to 27 contract activations in Florida following the landfalls of Hurricanes Ian and Nicole. During this same period, Ceres continued work on a waterway debris removal project in Livingston Parish, LA and a debris removal project resulting from wildfires in New Mexico.<br><br>In 2021, Ceres successfully completed over 30 projects resulting from numerous disasters affecting the United States. This includes Hurricane Ida in Louisiana, Winter Storm Uri, and Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado.<br><br>In September of 2017, Ceres responded to 7 jurisdictions in Texas after Hurricane Harvey, and 35 jurisdictions in Florida and 2 jurisdictions in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an **Exceptional overall rating – the highest possible rating** for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey. |
| Large Number of Accredited Subcontractors | Faster Job Completion | Ceres' subcontractor database comprises 3,346 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work. |

| Feature | Benefit to City of Plantation | |
|---|---|---|
| Large Disaster Response Equipment Inventory | Faster Job Completion and Added Flexibility | The Ceres family of company owns one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes 2,019 pieces of equipment. |

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 48 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement**. An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with…."* Ceres always adheres to the highest standards of quality, integrity, and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors

## Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Ian in 2022, Ceres mobilized 13 knuckleboom crews and 3 bucket truck crews within 24 hours of Notice to Proceed to Hardee County, FL. This was one of the very first debris removal projects in the state to start after the hurricane.

Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Originally, Ceres was under contract to provide 10 emergency debris clearance crews, but when the County's needs changed, we were able to quickly increase the number of crews to 24. That was the largest number of push crews we had provided in 10 years. We set a record again in 2018, when Ceres provided push crews to Jackson County, FL following Hurricane Michael. Ceres received a Notice to Proceed and mobilized over 150 emergency debris clearance crews within 72 hours. Given the severity of the storm, Ceres continued emergency debris clearance for over 100 hours after initial impact maintaining detailed time and materials logs to ensure reimbursement of all eligible costs for Jackson County.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

## Experienced Project Management

**For the past 5 years, the company has more than 200 full-time professional and managerial staff** with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; HAZWOPER certified; NIMS certified through FEMA's Emergency Management Institute; certified in first aid by the Red Cross; and completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti, and New Zealand. Ceres maintains a network of highly qualified professionals who work as needed during the high demand periods. **As the company swelled to meet the demand of multiple projects simultaneously, Ceres averaged over 600 employees during busy seasons for the past 5 years.** This included project management personnel, quality control staff, equipment operators, mechanics project accounting employees, logistical support group, and most importantly, a dedicated safety team.

**Ceres' management has demonstrated its ability to respond to large-scale events.** In response to Hurricanes Helene and Milton in September and October of 2024, Ceres was activated in 51 jurisdictions,

Four (4) of these jurisdictions activated us for both events. At the height of activity, Ceres managed **717 hauling units** and **73 debris management sites**. To date, Ceres has removed more than **6.8 Million cubic yards** of debris in Florida and Georgia as a result of these two Hurricanes.

Following Hurricanes Ian and Nicole in 2022, Ceres received 27 contract activations across Florida. We successfully responded to all our clients. Two of these projects exceeded 2 million cubic yards of debris each.


Ceres collected over 2.4 million cubic yards of Hurricane Ian debris in the City of North Port, FL alone

From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.

Between December 2017 and June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. During Hurricane Irma and Maria response, Ceres was closing out 8 projects in Texas, 37 projects in FL, and other projects in Louisiana, Georgia, Puerto Rico and the USVI. Throughout the performance period, Ceres did not have a single loss time accident while the other two (2) prime contractors were plagued by safety issues. This was achieved through effective project management by over 50 project managers of more than 2,500 trucks and hundreds of subcontractors.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received the highest possible evaluation **– Exceptional overall rating for its pre- and post-Hurricanes Irma and Maria responses**.

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a $1 billion contract for disaster response, including loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

**Ceres has the resources and experience to handle multiple events and locations.** In 2021, Ceres successfully completed numerous projects across 9 different states. This includes responses to Hurricane Ida in Louisiana, Winter Storm Uri in Texas and Oklahoma, Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. Additionally, Ceres performed private property debris removal in Puerto Rico, waterway debris removal in Louisiana and assisted its Georgia clients with solid waste removal due to the Covid-19 related shortage of staff.

In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael, while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence. In 2016, Ceres was already working in Louisiana following

heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Following Winter Storm Cara in November 2015, Ceres responded to the Oklahoma Environmental Management Authority (OEMA) and began to mobilize staff and equipment within 24 hours of the Notice to Proceed, finishing the first pass in the first two days of operations. When Winter Storm Goliath hit Texas and Oklahoma just one month later in December, Ceres already had staff and equipment positioned to respond in Oklahoma. As more debris piled up following Goliath, Ceres extended its services to the City of Warr Acres, plus Canadian County and four other cities under the OEMA.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres' performance on this project will be to the Client's utmost satisfaction.

**Ceres' management has demonstrated its commitment to safe operations.** In 2021, following Hurricane Ida, Ceres performed debris management and removal for much of Louisiana, including three zones in the City of New Orleans and the North and South Shore areas of Lake Pontchartrain. During this response, we had a total of 13 projects with self-performing crews and 75 subcontractors. Ceres worked 71,958 employee hours and incurred 1,706,789 truck miles while hauling 2,630,744 cubic yards of debris. **These projects saw zero recordable or lost time incidents.**

Ceres worked approximately **650,000 manhours without a single lost time injury** in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres' commitment to safety.

Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.




In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

**Ceres' management has demonstrated its commitment to superior performance and customer satisfaction**. In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Following the devastation of two (2) separate landfalls by Hurricane Irma in Florida on September 10, 2017, all 67 counties and 412 incorporated municipalities in the State of Florida were declared Category A and Category B under the FEMA Public Assistance Program. During this time, Ceres was active in over 50 separate locations throughout the Southern United States. For Seminole County, FL, although Ceres was the secondary contractor, Ceres staff was engaged with the County staff prior to the storm and was activated in place of the primary contractor when they failed to participate in project kickoff procedures. Upon completion, Ceres had managed 786,619 cubic yards of debris, removing on average more than 9,000 cubic yards a day. We cut a total of 25,021 limbs, with a peak day count of 1,353 limbs on September 27.

When Winter Storm Pax struck the southeast in 2014, Ceres' pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at the end of the project, said of Ceres, "From the first day to the last day of our project, they performed their work in an admirable and cooperative manner."

During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

**Ceres' management has demonstrated a high level of capability and adaptability.** In 2021, following Hurricane Ida in Louisiana, contractors faced shortages of fuel for vehicles and recovery equipment, electrical power outages, and unavailability of rental vehicles and lodging. Ceres promptly adapted to the scarcity of these resources by transporting bulk fuel from outside the affected area and staging onsite for use by company-owned and subcontractor-owned equipment; transporting and utilizing camper trailers for lodging project management and equipment operators; positioning company-owned generators to the Parish; and securing rental vehicles outside the affected area.

In 2018, when subcontractors became increasingly scarce for Hurricane Florence recovery in North Carolina after Hurricane Michael struck the Southeast U.S. in October of that same year. Ceres used its own equipment and personnel to fulfill all our client commitments without an interruption in service, unlike many other prime contractors, despite extreme weather conditions that caused significant delays.

Ceres was active in Livingston Parish, LA in early 2017 following damages sustained by summer flooding in 2016. Ceres removed and disposed of approximately 1.35 million cubic yards of debris, including 400,000 pounds of putrid food and 20,000 units of white goods. In the middle of clean up, Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres extended its services to respond to the needs of more than 20 other jurisdictions while fulfilling all contractual obligations in the Parish. In the words of the Director of Parish Homeland Security, "*[Ceres} showed extreme reliability and dedication in the midst of chaos… Organized and diligent, their team quickly adapted to meet our needs.*"

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

## Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts **in excess of $2 BIL** per single project. With liquid working capital and additional credit lines in excess of $200M available, a lack of financial resources is never an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. As an example, in 2017, Ceres was activated simultaneously in 35 jurisdictions throughout the state of Florida, while still completing work in Texas, starting, and sustaining projects in both U.S. Virgin Islands and Puerto Rico. Despite the heavy workload and wide variety in project schedules and invoice payments, Ceres was able to maintain a steady pace in all the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments. At one point, Accounts Receivable exceeded $105M, and Ceres never had a work stoppage on any project. Refer to **Section 2.7, Financial Capability/Evidence of Insurance and Bonding Capacity** for additional details.

## Equipment

Ceres and its family of companies own 2,019 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.

Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors. Refer to **Section 2.4, Resources to Meet the City's Needs** for additional information on Ceres-owned equipment.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.

Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and buoyed by the purchase of additional equipment, Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Ceres has taken numerous steps to mitigate any recurrence of the equipment shortages that have plagued the disaster industry in recent years. We are confident in our ability to rapidly mobilize the magnitude of equipment and personnel necessary to manage the largest projects and we have demonstrated our ability to manage more than 50 government projects totaling approximately $250M concurrently, providing a dedicated Project Manager for each individual project.

Ceres has access to all the life support equipment needed for supporting its own personnel including mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

## Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from City of Plantation's service area to facilitate contacts if pre-event mobilization plans are activated.

It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service-Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of 3,346 firms from across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

## FEMA Knowledge

Ceres has more than 30 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Project Managers and Project Superintendents are required to take ICS courses through the FEMA's online Emergency Management Institute (EMI) to better understand NIMS structure and review debris eligibility. Ceres has also retained the former State Response and Recovery Directors, U.S. Army Corps of Engineers Subject Matter Experts, and the former U.S. Army Corps of Engineers Disaster Program Manager (also, co-author of the now superseded FEMA 325 Debris Management Guide). Our personnel are deeply experienced in FEMA's Public Assistance Program, and we continually train managers down to field staff in FEMA eligibility requirements.

Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of one city during which the city was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to deobligate over $1,000,000 from the city. When the city notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the city subsequently received all its eligible reimbursement without any deobligation. Refer to **Section 2.8, FEMA Knowledge, Technical Support, Documentation and Verification** and **Section 3.3, FEMA Experience** for additional details.

## Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help Plantation officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

### Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately, we locate the crew responsible if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Plantation officials accordingly.

### Public Information Campaigns

Having been in business for 48 years and completed more than over 350 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris separation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the City and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

## Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

*I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ian's landfall in Cape Coral... they have provided the highest quality of communications and responsiveness with even better customer service. Our deadlines were met earlier than expected, and they quickly resolved any issues that arose without reservation. Our recovery could not have been successful without them.*

*Terry B. Schweitzer, Solid Waste Manager, City of Cape Coral, FL*

*Ceres set an ambitious goal to complete the debris cleanup process before the start of spring training, and I'm proud to say that this goal was successfully achieved. highly recommend Ceres Environmental Services, Inc. for any future disaster debris management projects. They are a reliable and professional company that exceeded our expectations during our disaster response efforts.*

Frank Lama, Solid Waste Manager, City of North Port, FL

*I …recommend Ceres Environmental Services, Inc. as a debris removal contractor… I had the opportunity to work with Ceres during the aftermath of Hurricane Ian that hit Southwest and Central Florida, causing significant damage to Arcadia. Ceres provided exceptional debris removal services that were crucial to our community's recovery efforts…Their reliability, efficiency, and dedication to this project was unmatched, and I am confident that they will provide exceptional service and exceed your expectations.*

Steve Underwood, Director of Public Works, City of Arcadia, FL

*My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.*

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL

*As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.*

Joe Mercurio, Project Manager, Emergency Management, City of Port St. Lucie, FL

*I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.*

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

*Perhaps the finest contractor we've worked with.*

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

*Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner….I have been most impressed by their thoroughness and flexibility.*

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

## 3.3 FEMA Experience

From experience on over over 350 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to successful completion of a project. To fulfill this need, Ceres provides support and assistance through every step of the project. After the project is completed, Ceres will attend post-project briefings and provide our lessons learned and recommendations for the next project to the City of Plantation. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. **Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the City in order that all Project Worksheet activities and other reimbursement documentation are filed successfully. Refer to **Section 2.8, FEMA Knowledge, Technical Support, Documentation and Verification.**

Over the past ten years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, **typically between 75% and 100%** based on FEMA regulations. One of the things that can greatly affect reimbursement is careful recordkeeping. Ceres will assist City of Plantation with record keeping ensuring maximum reimbursement. **Ceres will meet all program standards as provided for in the FEMA Public Assistance Program and Policy Guide.**

Even long after Project Worksheet development, submittal and funding, Ceres supports its clients during the closeout and audit process. In 2020, Florida Division of Emergency Management's consultant, KPMG, requested additional information on two projects during closeout – Indian River County, Florida and Palm Beach County, Florida. Ceres was able to assist the client with detailed documentation that met KPMG's needs and resolved the outstanding closeout issues quickly. Similarly, in 2021 and 2022, Ceres assisted Vermillion Parish and Allen Parish with Hurricane Laura/Delta Project Worksheet development and closeout. Because we have great understanding and experience with the FEMA reimbursement process, we keep detailed records during and after the project. When clients like Vermillion Parish or Allen Parish request assistance, Ceres can quickly pull project records and provide them to the client to satisfy State and FEMA requests.

The following are some of the examples of our FEMA reimbursement experience.

| Owner | Location | Title of Work | Total Cost of the Project | Time Period | Percentage of Fed and State Funds Received | Description |
|---|---|---|---|---|---|---|
| Cape Coral | Cape Coral, FL | Emergency Disaster Assistance and Debris Removal | $64,888,996 | September 2022 – May 2023 | 100% Fed. for the first 60 days, outside 60 days: 90% Fed., 5% State, 5% Local | Removal of Debris Following Hurricane Ian |
| North Port | North Port, FL | Disaster Debris Clearance and Removal Services | $42,031,396 | October 2022 – March 2023 | 100% Fed. for the first 60 days, outside 60 days: 90% Fed., 5% State, 5% Local | Removal of Debris Following Hurricane Ian |
| Livingston Parish | Livingston Parish, LA | Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance | $24,632,444 | August 2021 – January 2022 | 100% Fed. cost share reimbursement for recovery costs incurred within the first 30 days of the disaster emergency declaration. 90% Fed. reimbursement after the first 30 days | Removal and disposal of debris following Hurricane Ida |
| Cameron Parish | Cameron Parish, LA | Debris Clearance and Removal Services | $28,880,677 | August 2020 – May 2021 | 100% Fed. for the costliest 30 days, outside costliest 30 days: 90% Fed., 5% State, 5% Local | Removal, reduction, and disposal of debris generated from Hurricane Laura |
| Linn County | Linn County, IA | Debris Clearance and | $9,476,677 | August 2020 – January 2021 | 75% Fed., 12.5% State, 12.5% Local | Removal and disposal of debris |

| Owner | Location | Title of Work | Total Cost of the Project | Time Period | Percentage of Fed and State Funds Received | Description |
|---|---|---|---|---|---|---|
| | | Removal Services | | | | resulting from August derecho. |
| U.S. Army Corps of Engineers | 13 Counties across Southwest Georgia | ACI Debris Management | $134,159,610 | October 2018 – March 2019 | 100% Fed. | Removal of debris and hauling following Hurricane Michael within 13 Southwest Georgia Counties. |
| Seminole County | Seminole County, FL | Disaster Debris Hauling Services | $13,151,655.57 | September 2017 – January 2018 | 75% Fed., 12.5% State (90% Fed. for the first 30 days ending 10/18/17; 80% for 60 more days through 12/17/17) | Hauling debris resulting from Hurricane Irma |
| Columbia County | Columbia County, GA | Removal and Disposal of Disaster Debris | $8,539,038.00 | February – August 2014 | 85% Fed.,8.5% State | Removal, collection, reduction, and disposal of over 500,000 CY of vegetative debris |

## 3.4 Current Workload and Future Commitments/Experience Managing Multiple Contracts Simultaneously

Due to the nature of disaster relief work, it is difficult to project workload; **however, Ceres has the proven resources and experience to handle multiple events and locations.** Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres' performance on this contract will be to the City's utmost satisfaction. **Ceres has never exceeded its capacity to perform on its pre-event and ongoing contractual commitments.**

### Current Workload

Ceres is currently providing disaster debris removal in Florida and Georgia following the impacts of Hurricanes Helene and Milton. At the height of activity, Ceres was performing disaster debris removal in **51 separate jurisdictions**, managing **717 hauling units** and **73 debris management sites**. To date, Ceres has removed more than **6.8 Million cubic yards** of debris. Ceres has completed projects in seven (7) jurisdictions and expects the majority of the remaining projects to be completed next month.

The City of Plantation has our assurance that we have the necessary resources to respond and perform the scope of work in this RFP regardless of our current workload at any given time. Please see the examples of our **ability to perform multiple contracts simultaneously** following the future commitments table.

### Future Commitments

Ceres Environmental Services, Inc. currently has more than 200 pre-position Emergency Response contracts in place. Ceres has the proven resources and experience to handle multiple events and locations. Ceres and its family of businesses own **2,019 pieces of equipment**. Additionally, we have a database of 3,346 **trusted subcontractors** to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than **$2 billion per project**. Ceres has **61 fulltime disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience.**

| Contract Owner | Contract Owner | Contract Owner |
|---|---|---|
| Abita Springs, LA | Ocoee, FL | Onslow County, NC |
| Alexandria, LA | Oconee County, SC | Oviedo, FL |
| Allen Parish, LA | Grady County, GA | Palm Bay, FL |
| Altamonte Springs, FL | Grand Prairie, TX | Palm Beach Gardens, FL |
| Alvin, TX | Greenville County, SC | Palm Beach, FL |
| Aransas County, TX | Gresham, OR | Palmetto, FL |
| Arcadia, FL | Gulf Shores, AL | Parker County, TX |
| Athens-Clarke County, GA | Hallandale Beach, FL | Pearland, TX |
| Atlanta, GA | Hardee County, FL | Pembroke Pines, FL |
| Atlantic Beach, FL | Harford County, MD | Pender County, NC |
| Austin, TX | Hidalgo County, TX | Pendleton County, KY |
| Beaufort County, SC | Highlands County, FL | Pharr, TX |
| Bell County, TX | Holly Hill, FL | Polk County, FL |
| Berkeley County, SC | Holmes Beach, FL | Port Neches, TX |
| Biscayne Park, FL | Horry County, SC. Solid Waste Authority | Puerto Rico |
| Bluffton, SC | Houston, TX | Richardson, TX |
| Boone County, MO | Humble, TX | Richwood, TX |
| Bradenton, FL | Hyde County, NC | Rock Hill, SC |
| Brazoria County, TX | Indian River County, FL | Rockdale County, GA |
| Broomfield County, CO | Indianapolis, IN | Rockledge, FL |
| Broward County, FL. School Board | Jackson County, FL | Rockwall County, TX |
| Brunswick, GA | Jackson County, TX | San Angelo, TX |
| Bryan County, GA | Jackson, TN | San Bernardino County, CA |
| Bureau of Land Management | Jacksonville Beach, FL | San Marcos, TX |
| Burleson, TX | Jacksonville, FL | Santa Clara County, CA |

| Contract Owner | Contract Owner | Contract Owner |
|---|---|---|
| Burlington, NC | Jefferson Davis Parish Police Jury, LA | Sarasota County, FL |
| Cameron Parish, LA | Jefferson Parish, LA | Savannah, GA |
| Cape Coral, FL | Jim Wells County, TX | Scott, LA |
| Casselberry, FL | Jupiter Island, FL | Seabrook, TX |
| Cedar Hill, TX | Katy, TX | Seminole County, FL |
| Charlotte, NC | Kaufman County, TX | Shreveport, LA |
| Chester County, PA | Kemah, TX | Simsbury, CT |
| Clay County, FL | Kenner, LA | Sonoma County, CA |
| Clearwater, FL | Kinder Drainage District #2 | Sorrento, LA |
| Cocoa, FL | Kings County, CA | South Broward Drainage District, FL |
| Collier County, FL | La Porte, TX | SC Department of Transportation |
| Columbia County, FL | Lake County, FL | South Dakota (State of) |
| Columbia County, GA | Lakeland, FL | South Daytona, FL |
| Coral Gables, FL | Lancaster, CA | South FL Water Management District |
| Coral Springs Improvement District, FL | Larimer County, CO | South Miami, FL |
| Coral Springs, FL | Lauderdale Lakes, FL | St. Helena Parish, LA |
| Covington, LA | Lauderhill, FL | St. Johns County, FL |
| Craven County, NC | League City, TX | St. Martin Parish, LA |
| Dallas, TX | Leon County, FL | St. Tammany Parish, LA |
| Danbury, TX | Lexington County, SC | Sugar Land, TX |
| Daytona Beach, FL | Longboat Key, FL | Summerville, SC |
| Debary, FL | Longwood, FL | Sunrise, FL |
| Deltona, FL | Lynn Haven, FL | Surfside Beach, TX |
| Denham Springs, LA | Macon-Bibb County, GA | Tacoma, WA |
| Denton County, TX | Maitland, FL | Tamarac, FL |
| Doral, FL | Manatee County, FL | Tarrant County, TX |
| Dorchester County, SC | Margate, FL | Taylor County, FL |
| Dougherty County, GA | Martin County, FL | Texas General Land Office (GLO) |
| Duncanville, TX | McKinney, TX | The Villages, FL |
| East Feliciana Parish, LA | Melbourne, FL | Thibodaux, LA |
| Effingham County, GA | Merced County, CA | Thunderbolt, GA |
| El Campo, TX | Miami Beach, FL | Tyler, TX |
| El Lago, TX | Miami Gardens, FL | U.S. Army Corps of Engineers |
| Ellis County, TX | Miami Shores Village, FL | University of NC Wilmington (UNCW) |
| Escambia County, FL | Miami, FL | University Park, TX |
| Fairfax County, VA | Midlothian, TX | Vermont (State of) |
| Fayette County, GA | Miramar, FL | Virginia Dept. of Transportation |
| Florida | Montgomery County, PA | Wakulla County, FL |
| Florida Department of Transportation | Montgomery County, TX | Walker County, TX |
| Forsyth County, GA | Morgan's Point, TX | Walker, LA |
| Fort Bend County, TX | Mt. Dora, FL | Wayne County, NC |
| Fort Lauderdale, FL | Nassau Bay, TX | Webster, TX |
| Franklin County, FL | Nassau County, FL | Wellington, FL |
| Frederick County, MD | New Hanover County, NC | West Palm Beach, FL |
| Freeport, TX | New Orleans, LA | West Park, FL |
| Gainesville, FL | New Smyrna Beach, FL | West University Place, TX |
| Galveston County, TX | Newton County, TX | Westwego, LA |
| Garden City, GA | Norfolk, VA | Wharton, TX |
| Garland, TX | NC, Department Of Public Safety | White County, GA |
| Gautier, MS | North Port, FL | Wilson, NC |
| Glynn County, GA | NW Florida Water Management District | Winter Park, FL |
| Gonzales, LA | OEMA | Worcester County, MD |
| Gordon County, GA | | |

## Ability to Manage Multiple Contracts Simultaneously

### 2023 U.S. Event Responses and Projects

In 2023, Ceres responded to events across the U.S. In the spring, Ceres was activated to Merced and Tulare Counties in California following the destructive Atmospheric River that caused extensive flooding, mudslides, and general debris displacement. At the same time, strong winter storms impacted parts of Texas. Ceres mobilized to the City of Austin and Williamson County to remove debris caused by high winds and harsh winter elements.

In the summer, the State of Vermont activated Ceres following the Great Vermont Flood, one of the worst natural disaster events to impact Vermont this century. Major cities and towns were completely inundated, where hundreds of structures were damaged or destroyed.

As Ceres forces were at work in Vermont, Hurricane Idalia made landfall just south of Perry, FL as a Category 3 storm. Many communities throughout Northern Florida and Georgia were impacted by heavy winds and rain. Ceres worked alongside the City of Perry, FL, Taylor County, FL, Glynn County, GA, Columbia County, GA, and FDOT to remove the debris that caused disruption for thousands of citizens.

Throughout the year, Ceres performed routine work and continued to execute ongoing projects. Please see below:



## 2022 U.S. Event Responses and Projects

In September 2022, Hurricane Ian impacted Florida as a Category 4 Storm. As a result, Ceres received 25 contract activations across the state. Two of these contracts got activated again when Hurricane Nicole affected Florida a month and a half later.

That same year, Ceres also responded to the South Carolina DOT following a winter storm, removed fire debris in New Mexico, and worked in Louisiana, Iowa, and South Dakota to clear debris from waterways. Additionally, Ceres helped the City of Atlanta, GA with routine debris removal when the City experienced shortage of staff due to COVID-19.

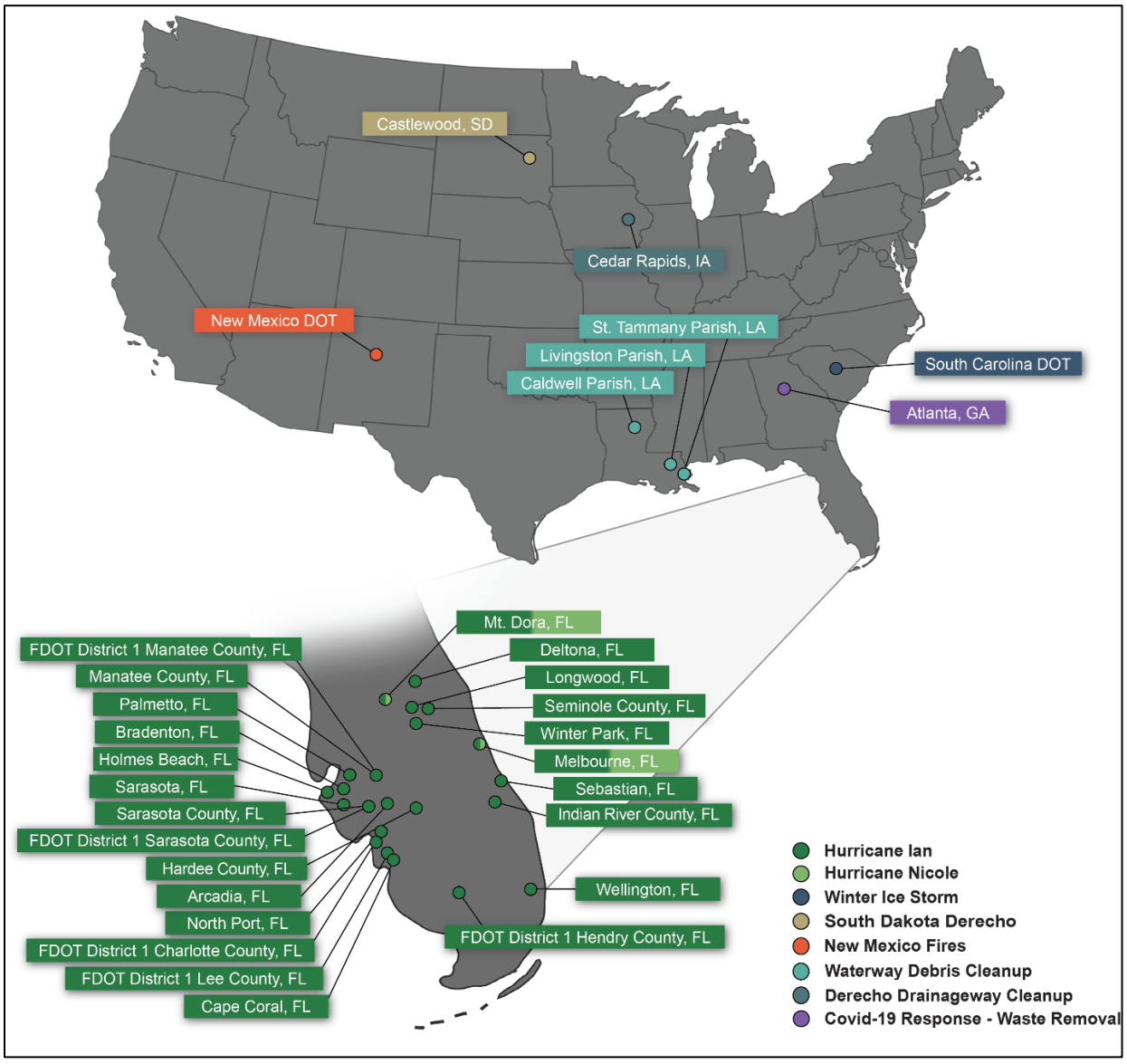

## 2021 U.S. Event Responses and Projects

In 2021, Ceres responded to Hurricane Ida in Louisiana, Hurricane Nicholas and Winter Storm Uri in Texas, a Derecho in Iowa, a mudslide, and a fire in Colorado, all while finishing up projects due to the 2020 Labor Day fire in Oregon and Hurricanes Laura and Delta in Louisiana. Additionally, Ceres cleaned up extensive amounts of waterway debris in Livingston Parish, Louisiana as part of the NCRS Emergency Watershed Protection Program. Ceres successfully managed over 30 projects in total.

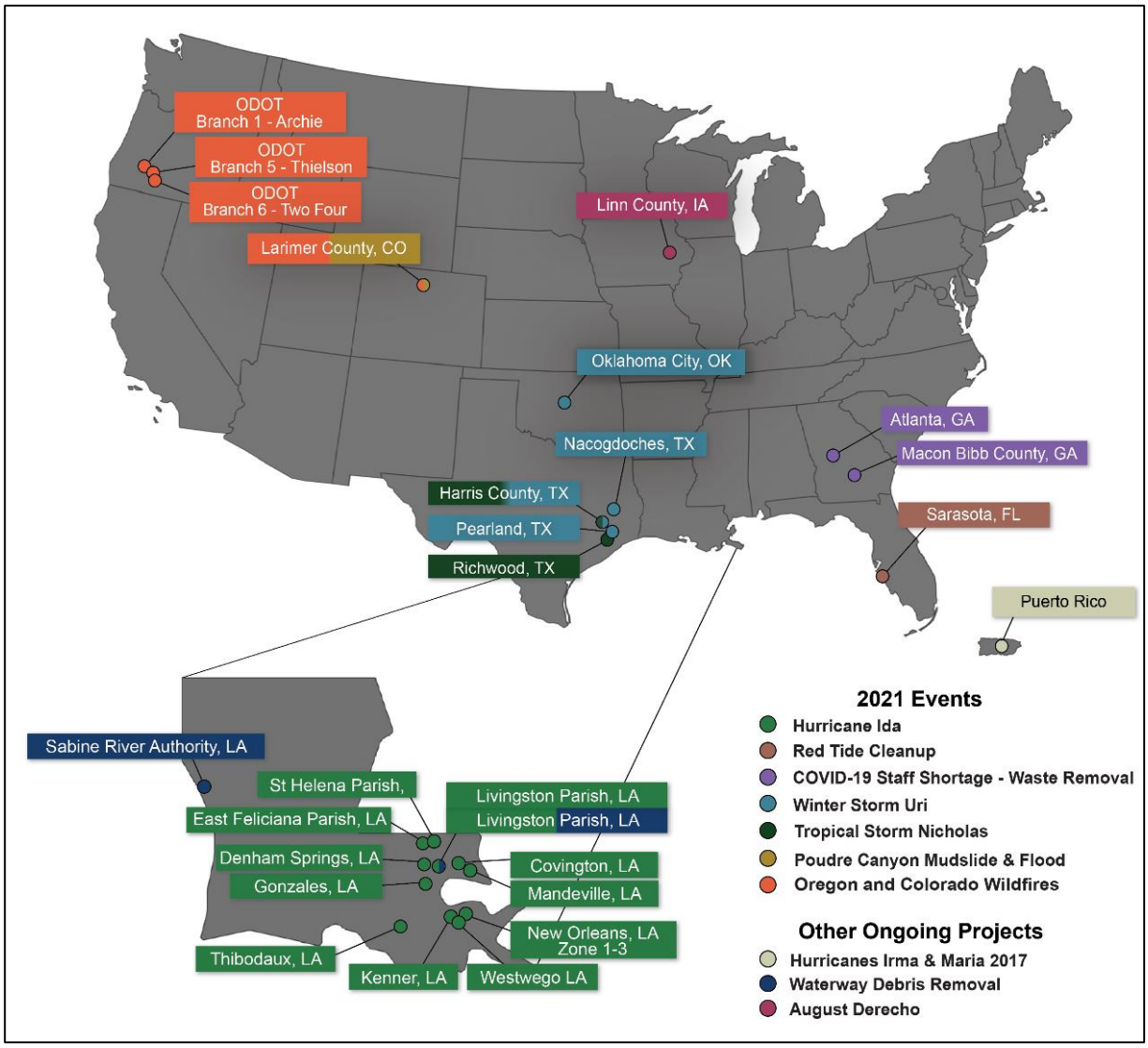

## 2019 – 2020 U.S. Event Responses and Projects

In 2020, Ceres responded to 21 jurisdictions following disasters ranging from tornadoes to hurricanes to ice storms. Additionally, Ceres worked in Butte County, California as a part of the CalRecycle Disaster Recovery effort. The project started in May of 2019 and finished in February of 2020.

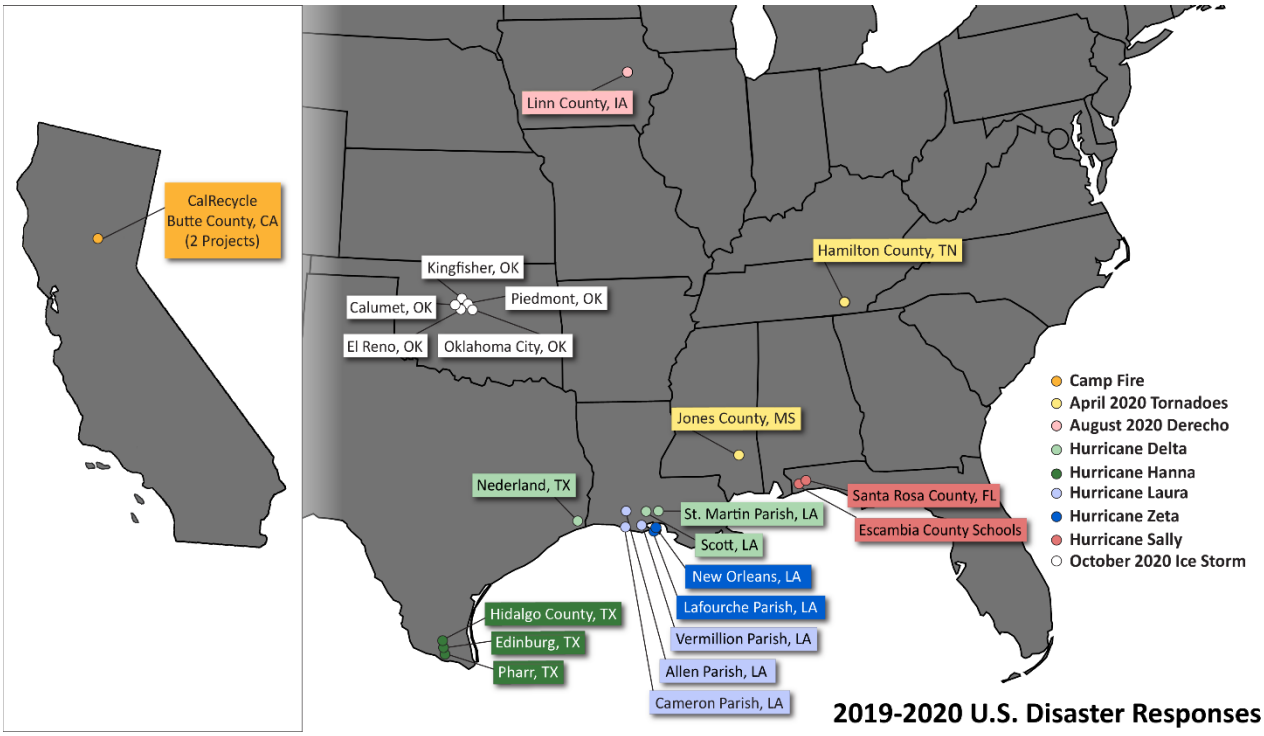

## 2018 U.S. Event Responses and Projects

From January to June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires.

From May to November 2018, Ceres worked in Livingston Parish, LA to remove vegetative debris from waterways. The project was aimed at reducing flooding and improving navigation along the Tickfaw River, Natalbany River and West Colyell Creek.

In September of 2018, Ceres responded to 12 different jurisdictions in North and South Carolina after they were struck by Hurricane Florence. A few weeks later, Hurricane Michael struck the Florida panhandle, making it the first Category 4 hurricane ever to make landfall in that area. As it moved inland, it decreased in intensity to become a Category 3 storm – the first to ever strike the State of Georgia. Following that storm, Ceres was activated by the USACE under the ACI SAD Restricted contract in 13 Georgia counties, while we were also actively working in additional jurisdictions in both Florida and Georgia.

Additionally, Ceres operated two year-round green waste reduction yards in Texas and Minnesota, producing mulch and compost for sale back to the general public.

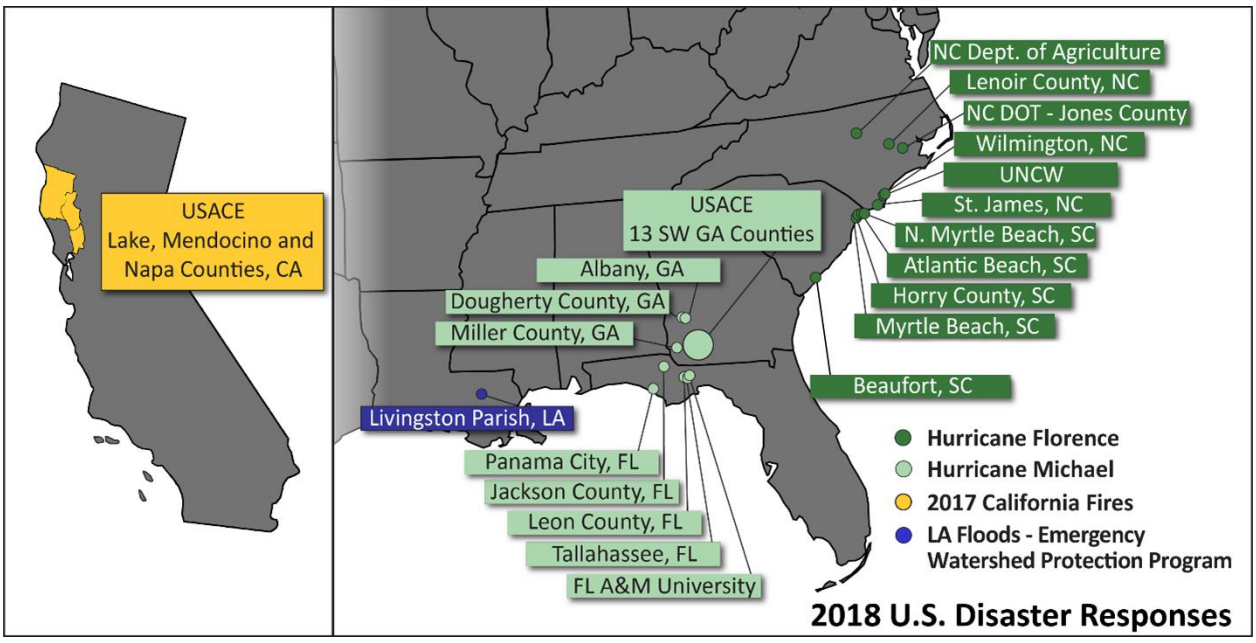

## 2017 U.S. Event Responses and Projects

In August 2017, Ceres responded to seven jurisdictions in Texas following Hurricane Harvey. Within the next several weeks, Ceres responded to 35 jurisdictions in Florida and performed two emergency contracts in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation.

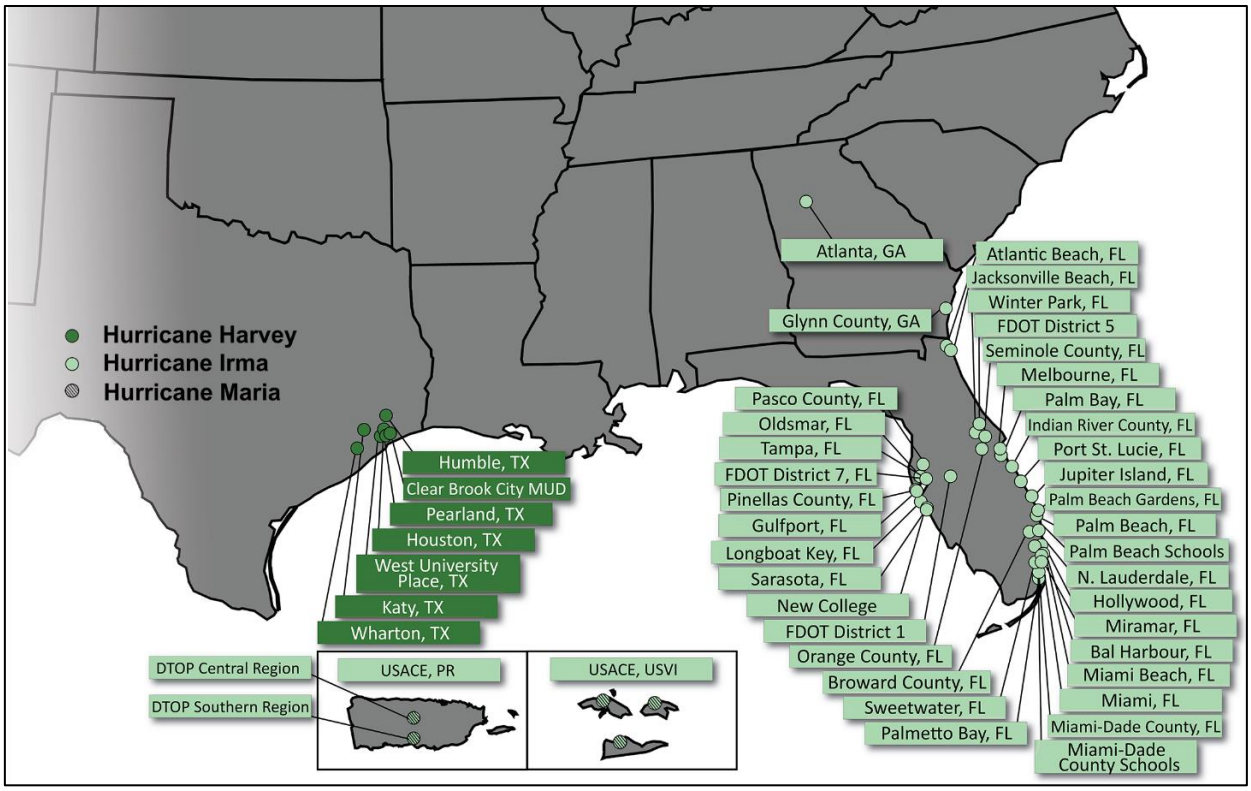

## 2016 U.S. Event Responses and Projects

In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina, and North Carolina after Hurricane Matthew.

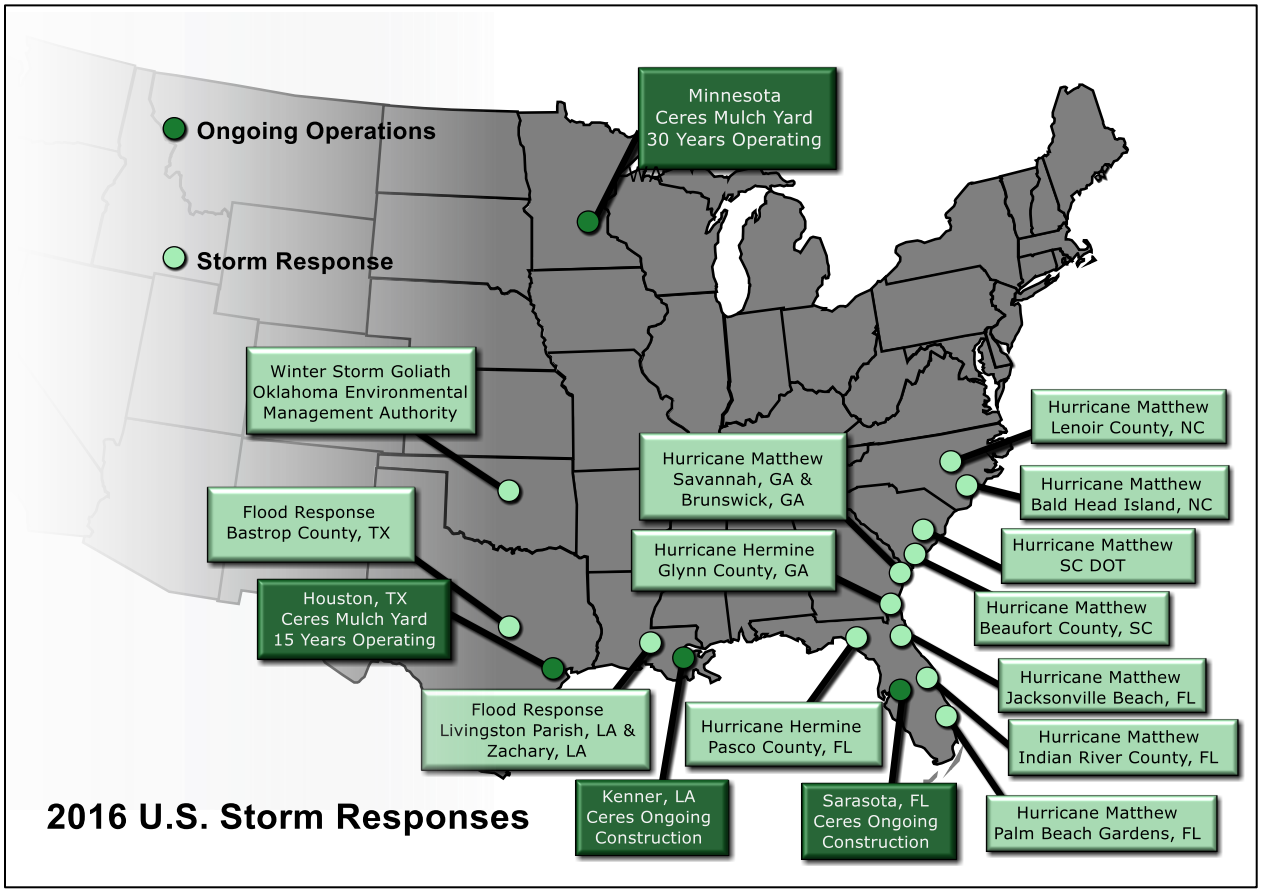

# 4 KEY STAFF EXPERIENCE AND QUALIFICATIONS

## 4.1 Staffing Levels at Office Locations/Availability of Qualified Personnel

| | |
|---|---|
| **Name of Firm** | Ceres Environmental Services, Inc. |
| **Corporate Address** | 6371 Business Boulevard, Suite 100, Sarasota, FL 34240 |
| **Years Established** | 1976 (48 years in business, 29 years under current name) |
| **Location of Responding Office** | 6371 Business Boulevard, Suite 100, Sarasota, FL 34240<br>The Sarasota corporate headquarters is responsible for contracting, subcontracting, project accounting, human resources, proposals and operations. Ceres has generators to quickly restore power and function to the Corporate office. Ceres personnel also maintain satellite phones and portable satellite dishes to maintain communication and connectivity. Our office is outfitted with a full kitchen and showers for Ceres employees working long hours or staying longer-term. |
| **Years In Sarasota, FL** | 19 years |
| **Names and Titles of the City of Plantation Project Team Assigned to Sarasota Office** | David McIntyre, President<br>Tia Laurie, Corporate Secretary/Contract and Subcontract Manager<br>Martin Rodriguez, Dr., Corporate Safety Manager<br>Robert Smith, Director of Disaster Recovery Operations<br>Linda Smith, Director of Accounting Operations<br>Kevin Sudbury, Operations Manager<br>Thomas "Allen" Morse, Senior Debris Management Advisor<br>John Gallicchio, Project Superintendent<br>Rick Good, DDMS Foreman<br>Bo Ansley, FEMA Reimbursement Specialist<br>Mille Gonzales, Lead Accountant<br>Omar Arroyo, Site Safety Officer |
| **Number of Full Time Employees** | 235 |
| **Additional Office Locations** | **Houston, TX** – Ceres Houston office is responsible for our grinding operations and equipment maintenance. And, lastly, our newest office in Sacramento office is responsible for our Forestry and Utilities Divisions. While the offices are spread across the country, the offices all work in conjunction with each other. This is the overarching strategy in our Continuity of Operations Plan to ensure the continuous performance of each office through the transfer of project critical functions.<br>**Houma, LA** – Ceres Houma office is responsible for equipment maintenance. Equipment Yard and Mechanic Shop<br>**Brooklyn Park, MN** – Ceres Minnesota office is responsible for corporate accounting, payroll and back-office support.<br>**Cameron Park, CA** – our newest office in the Sacramento area is responsible for our Forestry and Utilities Divisions.<br><br>While the offices are spread across the country, the offices all work in conjunction with each other. This is the overarching strategy in our Continuity of Operations Plan to ensure the continuous performance of each office through the transfer of project critical functions. |

### Availability of Personnel

Ceres has assigned a dedicated project team to the City of Plantation. We have also included the names, resumes, experience and certifications of additional available personnel should they be required. Please refer to **Section 4.2, Organizational Chart and Staff Available for Proposed Work** as well as Section **4.3, Experience and Qualifications of Key Personnel.**

**In Section 2.5,** we discuss Ceres' capacity to meet the City's operational requirements and discuss how Ceres' diverse family of companies all support the disaster response division.

## 4.2 Organizational Chart and Staff Available for Proposed Work

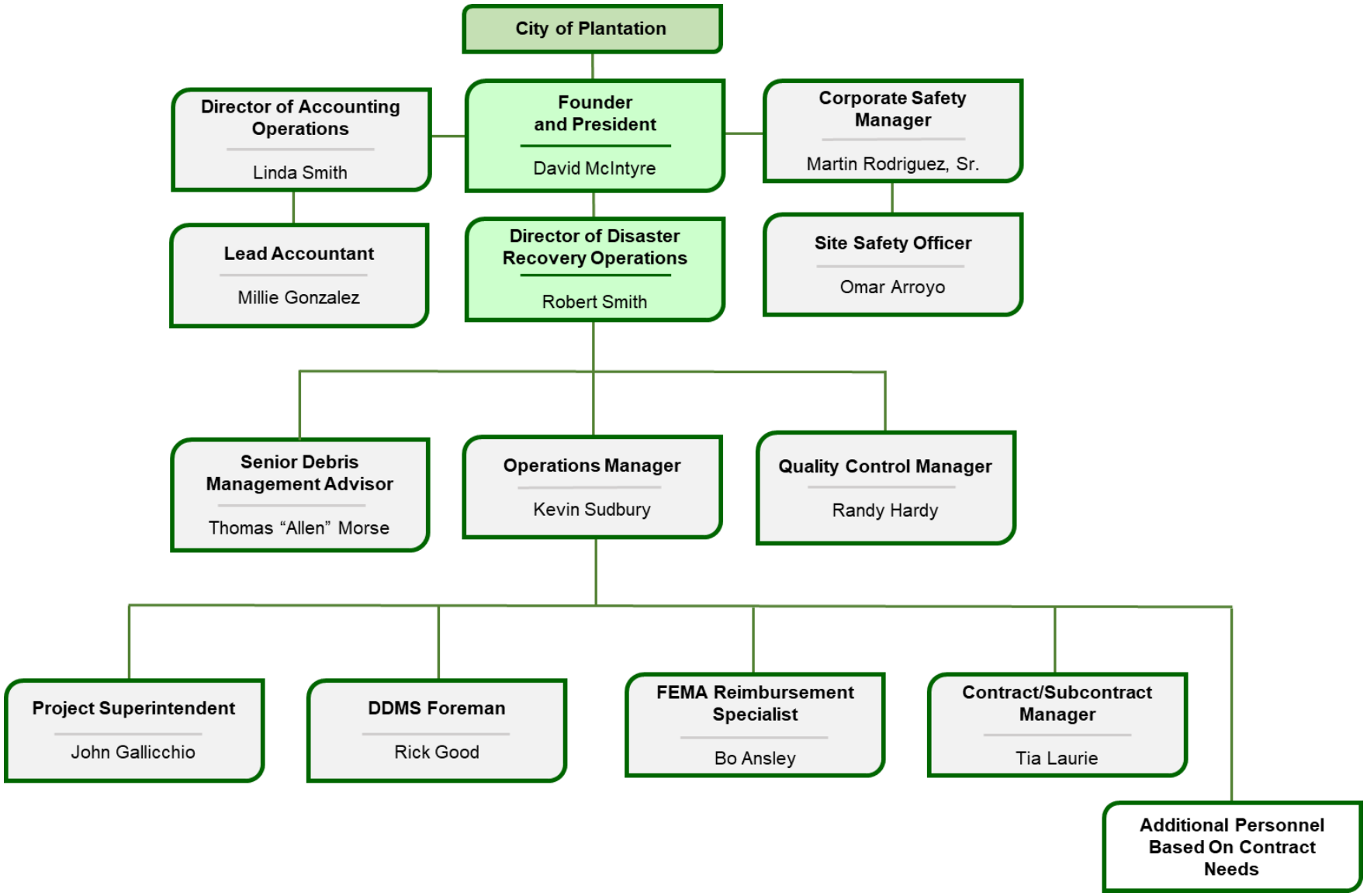

## Staff Available for Proposed Work

Ceres Environmental Services, Inc. has over 200 employees, many of whom are professional staff. Our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

In addition to the key project personnel shown above on the organizational chart and described in **Section 3.3, Experience and Qualifications of Key Personnel**, the following key staff are available for the proposed work in the City of Plantation. Their resumes, experience and certifications are also included in **Section 3.3.**

| Staff Name | Position |
|---|---|
| Demetri Bassil | Equipment Director |
| Everett Bond | Project Superintendent |
| Alonzo Clay | Project Superintendent |
| Huey Deville | Project Manager, Quality Control Manager |
| Patricia Deville | Project Superintendent |
| Patricia Deville | Project Superintendent |
| Chad Dorsey | Project Manager |
| Domenick Fazio | Project Superintendent |
| Bryan S. Fike | Management Oversight/Client Services |
| Michael Hansen | Resources Manager |
| Bobby Harrell | EHS Manager |
| Michael Hansen | Resources Manager |
| Tammy Hunt | Project Superintendent |
| Kerry Kennedy | Management Oversight/Client Services |
| Ricardo Morales | Operations Manager |
| Betsy Pease | Project Accountant |
| Michael Randall | Project Manager |
| Dan Selenak | Grinding Operations Manager |
| Michael Smith | Project Manager/Planning Chief |
| John Ulschmid | Management Oversight |
| Brent Whitten | Project Manager |
| Ed Ziegler | Project Manager |
| Jay Zulinke | Project Superintendent |

Below is a list of Ceres Personnel according to position titles. Additional personnel will be assigned based on the size and severity of an event affecting the City of Plantation.

| Position Title | Number of Personnel |
|---|---|
| Accounting | 21 |
| Administration/Travel/HR | 23 |
| Asset Management | 8 |
| CDL Drivers | 10 |
| Contracts/Subcontractor Management | 3 |
| Engineering | 4 |

| Position Title | Number of Personnel |
|---|---|
| FEMA Reimbursement Specialist | 1 |
| Grinder Operators | 10 |
| Heavy Equipment Operators | 53 |
| Information Technology | 7 |
| Knuckleboom Operators | 13 |
| Mechanics | 25 |
| Operations Management | 8 |
| Project Management | 8 |
| Project Superintendents | 18 |
| Assistant Project Superintendents | 4 |
| Quality Control | 10 |
| Safety Department | 4 |

## 4.3 Experience and Qualifications of Key Personnel

Ceres Environmental Services, Inc. has over 200 employees, many of whom are professional staff. Our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

For the City of Plantation, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team will be assigned to Plantation for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Plantation.

**Mr. David McIntyre** is the **Founder and President** of Ceres Environmental Services Inc. Mr. McIntyre created the company in 1976 and has personally managed or supervised over 300 FEMA-reimbursed contracts, the majority of which were disaster debris-related projects. He has performed superbly in hiring, training, and supervising an excellent team of personnel, resulting in Ceres' extensive list of satisfied customers. Mr. McIntyre's history includes his on-the-ground, on-site management of debris contracts during Ceres' large-scale response to several major disasters. The disaster debris projects include major projects for the USACE, including Ceres' 2018 ACI SAD Contract activation in the State of Georgia following Hurricane Michael; USACE work in response to the Northern California Wildfires in 2018; Alabama 2011 tornadoes response; 2008 Hurricane Ike USACE ACI response; 2005 Hurricane Katrina USACE and local jurisdiction debris management projects; and the Hurricane Georges USACE response in 1998. Mr. McIntyre has been Project Manager of many of the debris projects for Ceres and has been Operations Manager of many of them as outlined below. He has also presided over the performance of over 95 additional contracts with branches of the U.S. federal government regarding demolition, grinding, abatement, clearing, and other work. These government branches include the U.S. Army Corps of Engineers; U.S. Navy, Army, and Air Force; U.S. Department of the Interior; and the U.S. Department of Agriculture.

**Mr. Martin Rodriguez Sr.** is our **Corporate Safety Manager**. Mr. Rodriguez. has over 30 years of strong and extensive experience in Management and as an Environmental, Health and Safety (EHS) Professional, including experience in Construction (commercial, heavy civil and residential) Industry, General Industry, Environmental and Industrial Hygiene (IH) Management. Mr. Rodriguez is also a highly experienced Emergency Response and Disaster Relief Manager and worked in the aftermath of both the 1989 Loma Prieto (San Francisco) and 1994 Northridge (Los Angeles) earthquake relief efforts, including response to super-typhoon Paca (Guam, USA) and the Korean Airline crash (Guam, USA) for the US Environmental Protection Agency (EPA) and Government of Guam. His responsibilities include the EHS Management, Supervision and mentoring of safety professionals & loss prevention personnel, Risk Management and Workers' Compensation programs.

**Ms. Linda Smith** is our **Director of Accounting Operations**. Ms. Smith has over 30 years of experience in leading accounting teams in day-to-day activities while providing owners, shareholders, and executives with the financial information and guidance required to make informed business decisions. Ms. Smith is a specialist in coordinating with the City's monitoring firm, assuring a smooth billing and reconciliation process, with experience on the Company's largest, most complex projects.

**Mr. Robert Smith, Director of Disaster Recovery Operations.** Mr. Smith is the Director of Ceres' Disaster Recovery Division. He has a strong history of managing large, complex projects that involve multiple government agencies. He recently oversaw Ceres' successful completion of multiple projects following Hurricane Beryl in Texas and is currently providing oversight for Ceres responses to Hurricanes Helene and Milton in Florida and Georgia. His experience also includes overseeing all aspects of the CalOES/CAL Recycle Camp Fire Debris Removal and Hazardous Tree Removal projects in Butte County as Incident Commander. This was the largest debris removal mission in California in 100 years. Mr. Smith builds effective teams by focusing on customer needs, setting clear goals, and successfully executing project directives. Since joining Ceres in 2017, he has ensured successful project performance while maintaining safety compliance and a customer-oriented approach.

**Mr. Kevin Sudbury** will be the **Operations Manager** assigned to Plantation. Mr. Sudbury has a 25-year career that includes experience in planning, project management, business administration, public speaking, and client support. He thrives in fast-paced, high-pressure environments. Mr. Sudbury has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, developing innovative solutions to any challenge. He analyzes complex customer requirements and can execute simultaneous projects. Mr. Sudbury is an excellent communicator with exceptional interpersonal skills. These skills ensure project engagement and cohesion across diverse groups of staff, management, and clients.

**Mr. Thomas "Allen" Morse** is our **Senior Debris Management Advisor**. Mr. Morse has worked for Ceres for 10 years providing technical, political, and professional advice at all operational levels of debris management operations. He has over 35 years of experience in damage assessment and debris management. Mr. Morse is retired from the U.S. Army Corps of Engineers (USACE), where he served for 15 years as the National Program Manager for all debris management programs. In this role, Mr. Morse was responsible for training USACE debris teams, as well as training FEMA's FCO cadre on debris management. During his career at the USACE, Mr. Morse provided his knowledge and management skills to some of our nation's most challenging responses. Mr. Morse worked with the USACE In the aftermath of the attack on the Twin towers on September 11. The USACE was tasked by FEMA to perform a forensic analysis of all ground zero debris and identify human remains and personal effects. This was the first time for the USACE to handle a large-scale debris operation as an evidence stream requiring extreme security. Mr. Morse also was the lead debris program manager for Hurricane Katrina in Alabama, Mississippi, and Louisiana. This was one of the nation's largest debris management responses requiring $2.2 billion in FEMA funds allocated for debris removal operations. Mr. Morse is the author of the USACE Hurricane Debris Forecasting Model and the Points of Distribution Commodities planning model.

**Mr. Randy Hardy is the Quality Control Manager** assigned to the City of Plantation. Mr. Hardy is a resourceful Civil Engineer, Certified Traffic Control Manager, ATSSA-ODOT Traffic Control Flagger Instructor, USACE Construction Quality Manager, EPA Certified Lead/Asbestos Abatement Supervisor with approximately 40 years of CQC Heavy Civil Construction and Disaster Project Management in addition to extensive CQC Planning experience. He has expertise in guiding a wide range of Heavy Civil Project Operations, including Roads/Bridges Construction/Reconstruction, Drainage, Erosion Control, Laboratory Material Testing, CQC Material Sampling, CQC Field Inspection Management and Traffic Control Plans/Management. Mr. Hardy is proficient in construction project layout, concrete/asphalt roadway operations, concrete construction management, elevation management, and electronic milestone tracking and filing systems/document control. He has a proven record of establishing productive relations with jurisdiction owners, engineering management, subcontractors, and regulatory officials, to drive a strong team with multiple trades. He maintains Classifications in reference to Class A General Engineering, C-31 Traffic Control, California Business & Law, and Hazardous Substance Removal.

**Mr. John Gallicchio** will be the **Project Superintendent** for Plantation. Mr. Gallicchio has twenty-six years of experience in project management with Ceres Environmental Services, Inc. overseeing and managing disaster recovery, demolition and construction projects. His professional work ranged from management oversight and coordinating projects to communicating with the U.S. Army Corps of Engineers. During the 2018 storm season, Mr. Gallicchio oversaw 13 contract activations across North Carolina, South Carolina, Florida, and Georgia.

**Mr. Rick Good** is the **DDMS Foreman** assigned to the City. Mr. Good has more than 20 years of experience in management and operations coordination. He has full knowledge of State and Federal Environmental codes and regulations and has overseen operational aspects of disaster response projects. In past positions, he has provided clients with consulting and management services regarding hazardous and non-hazardous waste. Mr. Good has also coordinated provisions for clients, including both services and subcontractors after an emergency event.

**Mr. Hubert Russell (Bo) Ansley** will be the **FEMA Reimbursement Specialist** assigned to Plantation. Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years. His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army

Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

**Ms. Tia Laurie**, a West Point graduate, is our **Contract/Subcontractor Manager.** She is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. Ms. Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. She is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that City of Plantation efforts are well under way within the time frames required.

**Mr. Omar Arroyo** is the **Site Safety Manager** assigned to the City**.** Mr. Arroyo has more than 22 years of professional experience in safety management. He has worked in various fields including debris management, civil construction, new construction, and oil, dealing with all aspects of Environmental Health and Safety Management and Training. His experience includes multiple Hurricanes in Florida and Georgia, the Emergency Vegetation Removal in Puerto Rico, Oregon Wildfires, The U.S. Army Corps of Engineer projects in the U.S. Virgin Islands following Hurricanes Irma and Maria and the Camp Fire project following the California Wildfire in Butte County.

**Ms. Millie Gonzalez** is the **Lead Project Accountant** assigned to the City. Ms. Gonzalez has filled this role on multiple disaster recovery projects. She participated in the accounting for large-scale projects including the USACE Blue Roof Mission in Puerto Rico, USACE Wildfire Debris Removal Mission in Northern California, USACE Southwest Georgia contract and CalRecycle Camp Fire contract. Ms. Gonzalez is experienced in accounting systems and possesses exceptional knowledge of accounting procedures, regulations, and source documents. This includes expenditure, revenue, general ledger and related accounting procedures, the interrelationship of internal and external recordkeeping systems, general bookkeeping, accounting and audit methodology, terminology, and standards.

### Quality of Operational and Administrative Personnel

| Name | Title | Experience |
|---|---|---|
| **David McIntyre** | President | 48 years of disaster recovery project management experience |
| **Martin Rodriguez, Sr.** | Corporate Safety Manager | 30 in Safety, 11 in Disaster Response |
| **Linda Smith** | Director of Accounting Operations | 34 years including 7 of disaster recovery project management experience |
| **Robert Smith** | Director of Disaster Recovery Division | 33 years of management experience, 7 years of experience in disaster response |
| **Thomas "Allen" Morse** | Senior Debris Management Advisor | 35 years including 31 years in Disaster Response |
| **Randy Hardy** | Quality Control Manager | 40 years of disaster recovery project management experience |
| **Kevin Sudbury** | Operations Manager | 18 years of disaster recovery project management experience |
| **John Gallicchio** | Project Superintendent | 26 years of disaster recovery project management experience |

| Name | Title | Experience |
|---|---|---|
| **Rick Good** | DDMS Foreman | 20 years of disaster recovery project management experience |
| **Omar Aroyo** | Site Safety Manager | 22 years of safety experience, 7 years of experience in the disaster response industry |
| **Millie Gonzalez** | Lead Project Accountant | 40 years including 7 in Disaster Response |
| **Bo Ansley** | FEMA Reimbursement Specialist | 33 years of experience in disaster operations and FEMA regulation and reimbursement. |
| **Tia Laurie** | Corporate Secretary<br>Contract/Subcontract Manager | 15 years of experience in disaster response and administrative oversight |

For more extensive information on the qualifications of the Ceres project management team, please see their resumes within this proposal. Resumes of the additional key personnel that will be made available depending on the size and severity of the event are included as well.

If for any reason key personnel named in this proposal are not available for a City of Plantation event, or are not acceptable to the City, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

### Anticipated % of Work to be Performed

Ceres Environmental Services, Inc. will perform all project management, documentation, accounting, safety, and quality control functions of the project. We will also manage the DDMS sites and perform 100% of the reduction functions. Ceres will self-perform parts of the debris removal and hauling functions, haul-out of reduced debris to the final disposal site and stump removal.

Ceres typically subcontracts out at least 35-40% of the work. The actual percentage will be based on the size and severity of an event. Refer to **Section 4.4, Tasks to be Subcontracted Out** for additional information.

# Resumes

## Management Oversight

### David A. McIntyre, Founder and President

David McIntyre is the founder and president of Ceres Environmental Services, Inc. and affiliated companies. He created the company in 1976 and has personally managed or supervised over 300 FEMA-reimbursed contracts, including over 250 disaster debris-related projects. He has performed superbly in hiring, training, and supervising an excellent team of personnel, resulting in Ceres' extensive list of satisfied customers. Mr. McIntyre's history includes his on-the-ground, on-site management of debris contracts during Ceres' large-scale response to several major disasters. The disaster debris projects include major projects for the USACE, including Ceres' 2018 ACI SAD Contract activation in the State of Georgia following Hurricane Michael; USACE work in response to the Northern California Wildfires in 2018; Alabama 2011 tornadoes response; 2008 Hurricane Ike USACE ACI response; 2005 Hurricane Katrina USACE and local jurisdiction debris management projects; and the Hurricane Georges USACE response in 1998.

Mr. McIntyre has been the Project and Operations Manager for many of the projects outlined below. He has also presided over the performance of over 95 additional contracts with branches of the U.S. federal government regarding demolition, grinding, abatement, clearing, and other work. These government branches include the U.S. Army Corps of Engineers; U.S. Navy, Army, and Air Force; U.S. Department of the Interior; and the U.S. Department of Agriculture.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024.** Management oversight for Ceres' response for 55 activations in Florida and Georgia following Hurricanes Helene and Milton.
- **Hurricane Beryl 2024.** Management oversight for Ceres' response to 16 jurisdictions in Texas following Hurricane Beryl.
- **Hurricane Debby 2024.** Management oversight for Ceres' responses in Florida and Georgia following Hurricane Debby.
- **Hurricane Idalia 2023.** Management oversight for debris removal in Florida and Georgia following a Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **California Floods 2023.** Management oversight for flood debris removal services in Tulare County, CA and Merced, CA. 54,645 cubic yards of debris have been removed.
- **Texas Winter Storm Mara 2023.** Management oversight for debris removal in two Texas jurisdictions following a winter storm. 330,846 cubic yards of debris were removed.
- **State of Vermont Summer Flood 2023.** Management oversight for 5920 tons of debris removal in (sixteen) 16 jurisdictions across the State of Vermont
- **Hurricanes Ian and Nicole 2022.** Management oversight for 27 contract activations in Florida. Two of these projects surpassed 2 million cubic yards of debris each.
- **Hurricane Ida 2021.** Management oversight for debris removal in 14 Louisiana jurisdictions.
- **Oregon Wildfire Recovery 2020-2022.** Management Oversight for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County. 22,311 trees were removed.
- **Oklahoma Ice Storm 2020.** Management oversight for debris removal in 5 cities following an ice storm. Over 200,000 cubic yards of debris were removed.
- **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020.** Provided management oversight for 13 individual contract activations across Louisiana, Texas, and Florida.
- **Linn County, IA Derecho 2020.** Management oversight for removal, reduction, and disposal of 681,998 cubic yards of derecho generated debris.
- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Project Manager for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Hamilton County, TN Tornado 2020.** Provided management oversight for removal and disposal of tornado generated debris in Hamilton County. Over 409,500 cubic yards of debris were removed.
- **Jones County, MS Tornado 2020.** Provided management oversight for removal and disposal of over 240,000 cubic yards of tornado generated debris in Jones County.
- **California Wildfires – Camp Fire, Butte County 2019.** Project Manager for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central

California in 2019, which is the largest debris mission in California in more than 100 years. 768,558 tons of debris were removed.

- **Northern California Wildfire Debris Removal 2018.** Provided management oversight for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricane Michael USACE Response 2019.** Project Manager/Operations Manager for work in 13 Georgia Counties.
- **Hurricanes Michael and Florence 2018 – 2019.** Provided management oversight for 13 individual contract activations in jurisdictions across North Carolina, South Carolina, Florida and Georgia
- **Hurricanes Irma and Harvey 2017.** Provided management oversight for more than 45 disaster recovery projects in Florida and Texas.
- **Southeast Tornadoes 2017**. Provided management oversight for disaster recovery projects in Georgia and Louisiana following early tornadoes.
- **Hurricanes Hermine and Matthew 2016**. Provided management oversight for over 20 individual projects following Hurricane Hermine in September and Hurricane Matthew in October.
- **Louisiana Flooding 2016**. Provided management oversight for Ceres response to Louisiana floods in August following heavy rains.
- **Oklahoma Storms 2015**. Provided management oversight to Ceres response to Winter Storms Cara and Goliath. Ceres responded to six different jurisdictions in Oklahoma.
- **Livingston Parish Waterway Cleanup 2015**. Management oversight for Ceres response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Alabama Tornadoes 2014**. Management oversight for Ceres response in several Alabama cities damaged by May tornadoes. Ceres provided removal and disposal services for eligible debris.
- **Winter Storm Pax 2014**. Management oversight for Ceres response in Georgia and North Carolina. Ceres provided removal and disposal of storm-related debris in both states.
- **Winter Storm 2013**. Management oversight for early winter storm in October 2013. Ceres provided removal and disposal of disaster-related vegetative debris in South Dakota.
- **Upper Midwest Ice Storm 2013**. Management oversight for Ceres' response to spring ice storms in South Dakota and Minnesota, including work in rights of way, parks and waterways.
- **Hurricane Sandy 2012-2013**. Management oversight for Ceres response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flooding 2011.** Provided management oversight for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota. Ceres removed emergency levees and repaired damage to existing levees.
- **Hurricane Irene 2011**. Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.
- **Alabama Tornadoes 2011.** Provided management oversight for response to record-setting tornadoes that hit the Southeast. Presided over four contracts in Alabama, including management of over 1 million CY of debris in Jefferson County.
- **New Zealand Earthquake 2011**. Oversight of response to Christchurch earthquake. Established a New Zealand branch office of Ceres to work in conjunction with the Canterbury Earthquake Recovery Authority (CERA) to provide extensive disaster response services including debris management, design-build seismic stabilization, demolition/deconstruction/implosion services and large-scale materials recycling operations. Working as a capital partner, developer and construction manager in the country to help salvage and repair damaged buildings.
- **Haiti 2010-2013**. Oversight of response to the devastating earthquake that hit Haiti in January 2010. Provided management oversight of a survey contract for the International Office on Migration, an $11M landfill management and debris reduction site contract for the Haitian Ministry of Public Works and Communications (MTPTC) and The World Bank, environmental remediation projects for World Vision and new construction in the country.

- **Hurricane Ike 2008**. Presided over debris collection, transportation, and disposal on 11 different contract locations in Texas and Louisiana
- **Hurricane Gustav 2008.** Oversight of collection, transportation, processing, and disposal of over 1.9 million cubic yards of debris; Trimming and removal of hazardous trees in Louisiana
- **Hurricane Dolly 2008.** Provided oversight and management guidance in debris collection, transportation, recycling, and disposal in Texas
- **Hurricane Wilma & Rita 2005.** Directed debris collection, transportation, and disposal, Emergency temporary roofing installation in Florida
- **Hurricane Katrina 2005.** Lead Project Manager for collection, transportation, processing, and disposal of over 13 million cubic yards of debris; Trimming and removal of over 165,000 hazardous trees; Asbestos abatement and demolition of 916 buildings; Decontamination and disposal of over 315,000 white goods in 11 Louisiana Parishes; Emergency temporary roofing installation of over 21,000 buildings in 32 Mississippi counties
- **Hurricane Ivan 2004**. Project Manager in collection, transportation, and disposal of over 680,000 cubic yards of debris including the processing of over 505,000 cubic yards of debris in Florida
- **Hurricane Jeanne & Frances 2004.** Managed the collection, transportation, and disposal of over 404,000 cubic yards of debris in 13 Florida counties
- **Hurricane Charley 2004.** Directed Debris collection, transportation, and disposal; Emergency temporary roofing installation in 4 Florida counties
- **Hurricane Isabel 2003.** Project Management to debris removal and disposal in Virginia
- **Hurricane Floyd 1999.** Lead Project Manager to debris removal and disposal in North Carolina
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Hurricane Georges 1998.** Presided over collection and disposal of over 2.3 million cubic yards of debris; Management of 17 TDSR sites; Emergency temporary roofing installation on over 3,000 buildings in Puerto Rico.
- **Hurricane Fran 1996.** Project management for USACE contract providing debris removal, reduction and site management.
- **Hurricane Andrew 1992.** Lead Project Manager to debris collection, transportation, and disposal; Provided USACE with 25 new chippers/grinders with 48 hours in Florida

**EDUCATION/CERTIFICATIONS**

- Graduate coursework in Physics, Chemistry, and Mathematics from the University of Minnesota Institute of Technology and University of Minnesota
- Licensed Florida General Contractor
- Recognized as a Patriotic Employer by the Office of the Secretary of Defense

## Key Project Team

### Robert Smith, Director of Disaster Recovery Operations

Mr. Smith is the Director of Ceres' Disaster Recovery Division. He has a strong history of managing large, complex projects that involve multiple government agencies. His experience includes overseeing all aspects of the CalOES/CAL Recycle Camp Fire Debris Removal and Hazardous Tree Removal projects in Butte County as Incident Commander. Mr. Smith also managed Ceres' response for the USACE USVI project following Hurricanes Irma and Maria. Mr. Smith builds effective teams by focusing on customer needs, setting clear goals, and successfully executing project directives. Since joining Ceres in 2017, Mr. Smith has ensured successful project performance while maintaining safety compliance and a customer-oriented approach.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024.** Director of Storm Operations for Ceres' response for 55 activations in Florida and Georgia following Hurricanes Helene and Milton.
- **Hurricane Debby 2024.** Director of Storm Operations for Ceres' responses in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl July 2024 – September 2024.** Director of Storm Operations overseeing responses to 16 jurisdictions in Texas. Project scopes include disaster debris removal, hauling, reduction, DMS management, hazard tree removal and final disposal of debris resulting from Hurricane Beryl.
- **Wildfire Fuel Reduction (WFR) Vegetation and Tree Removal Services - Orange County, CA March 2024 – Current– Caltrans.** Director of Operations overseeing all phases of the contract. Scoped work includes Wildfire Fuel Reduction, vegetation and tree removal within Caltrans ROW within District 12. Additional scopes include monitoring and working around cultural and environmentally sensitive areas. Responsibilities include preparatory phase oversight, subcontracts/contracts, project coordination & scheduling, daily & weekly project-specific documentation, Fuel Reduction Action Plan (FRAP) implementation to include management of prescription-based treatments, permitting/environmental certs, Invoicing & closeout.
- **Sacramento River Tree Removal – January – February 2024 – USACE.** Director of Operations. Provided oversight for the felling and removal of various tree species in environmentally sensitive and public areas and biological monitoring along the Sacramento River. These shoreline areas stem from the Interstate 50 Bridge and Garcia Bend Park specifically reaching 2, 3, and 6. Responsibilities included the development of pre-work submittals, partnering with the Army Corps and two other contractors working within these reaches, developing, and enforcing daily production and resource reporting, cost controls, invoicing, and managing schedules.
- **Folsom Dam Tree Removal, 2023 – USACE.** Director of Operations. Provided oversight for successfully removing 210 trees within public and environmentally sensitive areas. Responsibilities included the development of pre-work submittals, partnering with the Army Corps on Bureau of Reclamation (BOR) permitting, developing, and enforcing daily production and resource reporting, successful interagency coordination (BOR, USACE, State Park), cost controls, invoicing, and schedules. Due to weather restrictions, the project was delayed, and the team still completed this project two months ahead of schedule.
- **ODOT Hazard Tree Removal, Jackson and Douglas Counties 2021 – 2022.** Director of Operations overseeing the removal of Right-of-Way (ROW) trees along Oregon highways. This included the removal of over 25,000 US Forest Service (USFS) and Bureau of Land Management (BLM) tree hazards. This process encompassed the removal and transportation of both timber and slash to log decks and reduction sites.
- **Hazard Tree Removal Project for the Campfire in Butte County -- 2020 to 2021.** Incident Commander. Roles and responsibilities included management of the overall incident, safety, and liaison between all project partners and the prime contractor. We operated 12 crews conducting tree removal and hauling for approximately 2,200 properties containing just under 60,000 eligible trees. Tracking of project quantities daily and in total. Worked closely with the Monitoring Company and Project Owner Incident Management Team on strategy and tactical short-term and long-range plans to ensure the success of the contract. Project totaled $104,369,789.

- **Oklahoma Ice Storm 2020**. Project Manager overseeing three projects: City of El Reno, City of Kingfisher, and the City of Piedmont. The work performed consisted of leaner and hanger removal, ROW vegetative removal, DMS operations, and the reduction of vegetative debris.
- **Hurricane Hanna 2020**. Project Manager overseeing three separate projects: Hidalgo County, the City of Pharr, and the City of Edinburg. Conducted ROW collection, disposal of vegetative debris and construction and demolition debris with all three clients. Also collected and disposed of white goods, household hazardous waste and electronic waste. Over 327,000 cubic yards of debris were removed.
- **Camp Fire, Butte County 2018 – 2019.** Incident Commander with overall responsibility for the demolition, transportation, and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018 and directed the removal of more than 750,000 tons of hazardous debris while treating more than 3,100 private parcels. In full operational mode, we operated 45 to 50 demolition crews supported by 650 to 1,000 hauling units per day. Project totaled $246,156,950**.**
- **Hurricane Irma and Maria 2017.** Project Manager for vegetative, construction and demolition, and metal debris removal from local municipality ROW and other eligible public property in the U.S Virgin Islands for USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **Evergro Organic Recycling 2016-2017.** Vice President of Operations researching and acquiring a track of land that meets all TCEQ criteria to construct a biosolid composting facility. Focused on site operating plans and providing a permit application along with drawings drafted by a local project engineer.
- **New Earth Soils and Compost 2010-2016.** Vice President of Operations overseeing over 35 teams within two facilities, new constructions, and existing biosolid composting operations.
- **The Garick Corporation**
    - **Vice President of Operations 2007-2009.** overseeing six facilities and 250 associates in five different states, ensuring EPA/DEP and OSHA compliance practices, plant staffing, daily productions goals, payroll management, and inventory control.
    - **General Manager 2006-2007.** Responsible for the safety and productivity of a large group during peak season, including environmental compliance, profitability, and leadership development. Drafted and implemented operational procedure manual for companywide plant and safety operations.
- **United States Army 1991-2000.** Airborne Ranger as Scout Team Leader for the 25th Infantry Division in Oahu, Hawaii, a Pathfinder for the 101st Pathfinder detachment and a U.S. Army Ranger Instructor at the Mountain Phase of Ranger School. Responsible for assisting the squad leader to ensure squad combat readiness, including planning and supervision of soldier training. Assisted with tactical employment and continuous surveillance of the enemy while being responsible for daily training and safety of 600 rangers annually in mountaineering and combat missions.

**EDUCATION**

- Austin Peay State University, Clarksville, TN 2000

**CERTIFICATIONS**

- IS-00027 FEMA Logistics
- IS-00393.b Hazard Mitigation
- IS-00632.a Debris Operations
- ICS-100 Incident Command System
- IS-00200.c Initial Response
- IS-00042 Social Media, Emergency Management
- IS-00240.b Leadership and Influence
- IS-00552 Public Works Role, Emergency Management
- OSHA 30 Construction

## Kevin Sudbury, Operations Manager

Kevin Sudbury has a 25-year career that includes experience in planning, project management, business administration, public speaking, and client support. He thrives in fast-paced, high-pressure environments. Mr. Sudbury has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, developing innovative solutions to any challenge. He analyzes complex customer requirements and can execute simultaneous projects. Mr. Sudbury is an excellent communicator with exceptional interpersonal skills. These skills ensure project engagement and cohesion across diverse groups of staff, management, and clients.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024.** Operations/Area Manager responsible for oversight of Ceres' emergency disaster debris removal responses to multiple Florida jurisdictions.
- **Hurricane Debby 2024.** Operations/Area Manager Responsible for the management of five (5) emergency debris removal and disposal activations in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl 2024**. Operations/Area Manager. Responsible for the management of 16 emergency debris removal and disposal activations in Texas.
- **Hurricane Idalia 2023.** Project Manager. Responsible for the management of Hurricane Idalia generated debris in Glynn County, GA. 25,440 cubic yards of debris were removed.
- **Red Tide Cleanup 2023**. Project Manager. Responsible for managing all aspects of Red Tide Cleanup in Sarasota, FL.
- **State of Vermont Summer Flood 2023.** State Manager. Responsible for managing 16 debris removal projects across the State. Services included ROW C&D debris haul in, ROW vegetation debris haul in, site restoration and hazardous materials handling.
- **Central Texas Winter Storm Mara Debris 2023.** Operations/Area Manager. Responsible for managing four (4) debris removal projects across two (2) counties. Services provided to clients included ROW debris haul in, park facilities clean-up, reduction, debris haul-out, and site restoration. 330,846 cubic yards of debris were removed.
- **West Central Florida Hurricane Ian Debris 2022.** Operations/Area Manager. Responsible for managing 11 debris removal projects across five (5) counties. Services provided to clients included cut/push, ROW debris haul in, specialized debris removal, reduction, debris haul-out, site restoration, street sweeping, and catch basin cleanout. Clients served include cities, counties and FDOT.
- **Terrebonne Parish School District, LA Hurricane Ida Debris 2022.** Project Manager. Responsible for managing all aspects of debris removal across 45 facilities heavily impacted by Hurricane Ida. Developed a specialized operations plan that accounted for working on active campuses to protect all children, staff, visitors, and facilities.
- **City of Covington, LA Hurricane Ida 2021.** Project Manager. Responsible for all recovery components including push, debris collection and final disposal. Push started on Day 1 after the event and completed it in less than 4 days, which was the quickest completion of a significantly impacted City on the North Shore. According to the electric company this allowed them to refocus assets from other areas to Covington resulting in the restoration of 84% of the City's grid in 6 days. Debris collection and disposal was completed ahead of the projected schedule.
- **Sabine River Authority, LA Hurricane Laura/Delta Debris 2021.** Project Manager. Responsible for managing all aspects of debris removal along 40 miles of canal including 80 miles of levee and over 35 entrance ways/ramps in 92 working days. Debris streams included vegetative, C&D and leaners/hangers.
- **Vermilion Parish, LA Hurricane Delta Debris 2020.** Project Superintendent. Responsible for managing all aspects of debris removal across a 1,200 sq mile parish divided into 14 districts.
- **Escambia County School District Hurricane Sally Debris 2020**. Project Superintendent. Responsible for scheduling, managing, and ensuring quality control for the removal of debris and hangers/leaners from 60 facilities. Brought the 28 facilities initially assigned to a safe and operationally ready status in four (4) days so that the District could reopen the entire school system. All operations were completed in less than four (4) weeks.

- **City of Edinburg, TX Hurricane Hanna Debris 2020.** Project Superintendent. Responsible for scheduling, managing, and ensuring quality control for both subcontractors and self-performing debris removal trucks.
- **Hamilton County Tennessee Tornado Debris 2020.** Subcontractor Manager. Responsible for the acquisition, scheduling and management of multiple subcontractors executing ROW Vegetative and C&D Haul-in and Mulch Haul-out. Over 409,500 cubic yards of debris were removed.
- **Butte County California Fire Debris 2019**. Logistics Chief/Subcontractor Manager. Responsible for project-wide and self-performing crew logistics support including resource forecasting, equipment acquisition, materials selection, competitive pricing evaluation, personnel housing, and asset management. Secured required local permits for laydown yard.
- **SW Georgia Hurricane Michael Debris 2018**. Operations Manager/ Subcontractor Manager. Responsible for the direct management of over 120 ROW debris haulers and haul-out subcontractors (1,000+ containers) across 13 counties. Duties include operational planning, subcontractor management, overall project management and daily coordination with USACE.
- **City of Coral Gables Hurricane Mitigation Grant Program 2018**. Senior Project Manager/Funding Specialist. Developed 4 HMGP successfully funded applications for disaster mitigation projects in response to Hurricane Irma.
- **Apex Oil Terminal Improvements 2017**. Senior Project Manager. Responsible for developing procurement policies, ensuring Good Faith Efforts were followed and documented to maximize DBE participation, pre-construction planning, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of a 7-month, FEMA funded $1,500,000 fuel terminal improvements project which spanned 3 sites each in a different state with concurrent procurement and construction activities.
- **City of Miami Wagner Creek/Seybold Canal Stormwater Improvements 2017**. Senior Project Manager. Responsible for funding, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of an 18-month, $21,000,000 sediment removal project that included 1 prime contractor and 4 subcontractors. Project was awarded the 2018 WEDA Environmental Excellence Award.
- **US Virgin Islands Gordon A. Finch Marine Terminal 2016.** Senior Project Manager. Responsible for preparing a federal TIGER grant application, award acceptance, procurement, and project management of a $13,000,000 project to demolish and replace the existing Roll-On/Roll-Off pier as well as construction of horizonal and vertical site improvements.
- **City of Marco Island Septic Tank Replacement Program 2015**. Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (MBE/WBE participation, Davis Bacon, Buy American, EEO), financial reconciliation and close-out of a 6-year, FDEP/EPA funded $63,000,000 program that included 8 prime contractors and over 24 subcontractors.
- **Collier County Wastewater System Improvements Program 2014**. Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (Davis Bacon, EEO), financial reconciliation and close-out of a 8-year, FDEP funded $140,000,000 program that included the construction and/upgrade of 3 wastewater treatment facilities with a combined capacity of over 55 MGD and 16 miles of collection mains.

**EDUCATION/CERTIFICATIONS**

- BA, Business Administration-Finance, Keiser University, Sarasota, FL
- AS, Computer Network Administration, Keiser University, Sarasota, FL
- OSHA 30/HAZWOPER
- US Army Corps of Engineers (USACE) – CQM-C
- FEMA IS20, IS21, IS33, IS102, IS559, IS632, IS 633, IS634, IS700, IS702, ICS100
- FDOT Resident Compliance Specialist – Local Agency Program

**SPEAKING ENGAGEMENTS/PROFESSIONAL ACKNOWLEDGEMENTS**

- Florida Department of Transportation – “Simplifying Davis Bacon”
- American Water Works Association – “SRF: A Local Government Perspective”
- Florida Department of Transportation – Disadvantaged Business Enterprise SME
- Florida Department of Environmental Protection – Davis

## Linda Smith, Director of Accounting Operations

Ms. Smith has over 30 years of experience in leading accounting teams in day-to-day activities while providing owners, shareholders, and executives with the financial information and guidance required to make informed business decisions. Ms. Smith is a specialist in coordinating with the City's monitoring firm, assuring a smooth billing and reconciliation process.

**PROFESSIONAL EXPERIENCE**

- **Ceres Environmental Services, Inc.** Director of Accounting Operations. In coordination with the accounting team, responsible for the day-to-day functions of the entire storm accounting department and assisting the field operations to establish internal protocols.
  - **Hurricanes Beryl, Debby, Helene and Milton 2024**
  - **Hurricane Idalia – 2023**
  - **California Floods – 2023**
  - **Texas Winter Storm Mara – 2023**
  - **State of Vermont Summer Flood – 2023**
  - **Hurricanes Ian and Nicole, FL – 2022**
  - **New Mexico DOT Fire and Flood Debris – 2022**
  - **Hurricane Ida, LA – 2021-2022**
  - **Oregon Wildfire Recovery 2020 – 2022.**
  - **California Wildfires – Camp Fire, Butte County Hazardous Tree 2020-2021**
  - **Oklahoma Ice Storm 2020 (5 jurisdictions)**
  - **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020 (13 jurisdictions)**
  - **Linn County, IA – Derecho 2020**
  - **City of Atlanta, GA and Macon-Bibb County, GA – Bulk Waste 2020**
  - **Hamilton County, TN – Tornado 2020**
  - **Jones County, MS – Tornado 2020**
  - **Santa Rosa County, FL – Wind Event 2020**
  - **California Wildfires – Camp Fire, Butte County Debris Removal 2019**
  - **Northern California Wildfires 2018 (USACE)**
  - **Hurricane Michael 2018**
  - **Hurricane Irma 2017**
- **Resort Funding, LLC. 1997 – 2017**. Senior Accountant. Analyzed financial statements and created reports for monthly corporate reporting. Generated financial statements in accordance with GAAP and facilitated account closing procedures for multiple companies monthly. Created strong internal controls and accounting processes that reduced the financial statement close from 10 days to 3 days, which led to completion of 17 clean audits. Assisted other departments in identifying problems and finding solutions to correct, assisted IT in implementation of new systems and the controller in projects regularly.
- **Fay's Inc. 1995 – 1997**. Corporate Accountant participating in design, testing and implementation of accounts receivable system resulting in departmental efficiencies. Ms. Smith was also responsible for tracking and analysis of accounts receivable activity on decentralized systems in maintained at the store level.

**EDUCATION**

- Bachelor of Science, Accounting 1989
- Minor in Economics, State University of New York at Oswego

**CERTIFICATIONS**

- IS-100 Introduction to Incident Command System
- IS-700 National Incident Management System (NIMS) Introduction
- IS-800 National Response Framework, An Introduction
- IS-102, Deployment Basics for FEMA Response Partners
- IS-240- Leadership and Influence

## Martin Rodriguez Sr., Corporate Safety Manager

Mr. Martin Rodriguez Sr. has over 30 years of strong and extensive experience in Management and as an Environmental, Health and Safety (EHS) Professional, including experience in Construction (commercial, heavy civil and residential) Industry, General Industry, Environmental and Industrial Hygiene (IH) Management. Mr. Rodriguez is also a highly experienced Emergency Response and Disaster Relief Manager and worked in the aftermath of both the 1989 Loma Prieto (San Francisco) and 1994 Northridge (Los Angeles) earthquake relief efforts, including response to super-typhoon Paca (Guam, USA) and the Korean Airline crash (Guam, USA) for the US Environmental Protection Agency (EPA) and Government of Guam. Mr. Rodriguez is also a qualified OSHA and EPA instructor. Other responsibilities include the EHS Management, Supervision and mentoring of safety professionals & loss prevention personnel, Risk Management and Workers' Compensation programs.

**PROFESSIONAL EXPERIENCE**

- **Corporate Safety Manager, Ceres Environmental Services, Inc. 2024 – Current.** Mr. Rodriguez's is responsible for all corporate Environmental, Health & Safety (EHS) programs and providing oversight and safety management of all disaster response projects. Additional duties include Risk & Loss Management, overseeing the Workers' Compensation Program, Quality Control/Quality Assurance (QAQC), and acting as the Corporate EHS/EPA Trainer and liaison to operations and Executive Management.
- **Founder, Compliance Safety Professionals (CSP), Chico & San Francisco, California 2013-2024.** As the Founder of CSP, an Environmental, Health & Safety (EHS) consulting firm, Martin Rodriguez managed business strategies and oversaw the development of EHS programs and protocols for clients and industry.
- **Safety Director/Risk Manager, NOVO Construction, San Francisco, California 2009-2013.** Mr. Rodriguez's responsibilities included developing all corporate Environmental, Health & Safety (EHS) programs and providing oversight and management of all construction supervision and projects.
- **Regional & Branch Safety Manager, Kinetics Systems, Inc. Phoenix, Arizona 1999-2001 & 2007-2009.** Responsibilities were for continued development of Corporate and Regional Safety Program, oversight of several large projects and contracts throughout the Western and Southwestern United States.
- **Compliance Safety Professionals (CSP) Contracted as Corporate Safety Director, Environmental Professional Associates (EPA) Ltd. dba Provco (Quanta Services), Yuba City, California 2005-2007.** As a contracted consultant, duties and responsibilities as the Corporate Safety Director included program development and management of Company Safety Program with emphasis on Electrical & NFPS70E standards and protocols, Risk & Loss Prevention Program and Workers' Compensation Program, Also worked with corporate legal counsel on litigation and liability issues related to civil and criminal matters. Provided compliance and training guidance with occupational and environmental laws and regulations for operations in California, Nevada, Oregon, Texas and Florida operations.
- **Western Regional & Division Environmental, Health & Safety Director, Balfour Beatty Construction, Inc. Fairfield, California 2000-2005.** Balfour Beatty Construction, Inc. (BBCI) is a heavy civil contractor involved in heavy civil construction, bridge, highway, retrofitting, water treatment plant construction and other heavy civil construction projects. Originally hired as the US Corporate Safety Director then appointed as the Western Regional/Division EHS Director, Responsible for the Western United States operations.
- **Senior Project Health & Safety Coordinator II, IT Corporation, Concord California 1995-1999.** Assigned to various projects in the Western United States, including Guam USA and South Pacific Islands (Midway Island, Wake Island and Diego Garcia Island). Assigned to work on several military contracts as an Environmental, Health and Safety Specialist II and Medic on several large hazardous waste remediation projects, Superfund sites, including Unexploded Ordinance (UXO) and Explosive Ordinance Disposal (EOD) projects. Projects included Total Environmental Restoration Contracts (TERC), Base Realignment and Closures Act (BRAC) and US Army Corps of Engineers (USACE) and US Navy and in oil and gas production refineries.
- **Project Manager & Safety Manager, Cleveland Environmental & Wrecking Company, San Francisco, California 1992-1995.** Initially hired as a Safety Manager, duties were to assure

compliance with environmental and construction projects and to head the safety program for various projects. Duties included interaction and liaison work with regulatory agencies, (i.e., OSHA, CAL-OSHA, and California Dept. of Health Services (DHS), Local Fire Departments, etc.). In February of 1994, was assigned as Emergency Response Manager to Los Angeles, California to manage disaster relief efforts and emergency response projects caused by the Northridge (LA) earthquake. Managed two projects at Robinson/May Company Department Store (Topanga Canyon, CA) and California Institute of Arts School (Valencia, CA).

- **Project Manager & Compliance Safety Manager, Environmental Chemical Corporation, Lakewood, Colorado & Burlingame, California 1989-1992.** As Safety Specialist, supported continuous contract work for the United States Government, including Military Installation Closures (i.e., Presidio of San Francisco, Fort Ord, Mare Island, Alameda Naval Base, Oakland Army Base, etc.) under the Base Realignment & Closure Act (BRAC) and the General Services Administration (GSA), including the US Geological Survey (USGS), United States Federal Center and Coors Brewing Company in the greater Denver, Colorado area. Clients included state and federal agencies, including United States Army Corps of Engineers (USACE), US Navy (USN), US Air Force (USAF), US Coast Guard (USCG), US EPA, US Geological Services (USGS) and other federal facilities.
- **Firefighter/EMT II, Arvada Fire Department, Arvada, Colorado 1988-1993.** As a firefighter and Emergency Medical Technician II (EMT II), Mr. Rodriguez's duties included responding to fire and medical emergencies and completing an extensive firefighter and Hazardous Material Emergency Response training program and Advanced Medical Life Support, firefighting skills, survival techniques, fire prevention, hazardous materials emergency response, and hazardous materials incident command.

**CERTIFICATIONS**

- Certified Safety Manager (CSM)
- Certified Safety & Health Official (CSHO)
- Certified Construction Health and Safety Technologist (CHST)
- Certified Occupational Health and Safety Technologist (OHST)
- Certified EPA Lead Renovation, Repair and Painting (RRP) Instructor & Base Paint Abatement Supervisor and Monitoring
- Certified in Practices and Procedures in Asbestos Control
- Qualified OSHA Instructor - (OSHA Training Institute)
- Firefighter Survival Techniques Certified - (National Fire Academy)
- Hazardous Materials Emergency Response Incident Commander (HMERIC) - (National Fire Academy)
- Hazardous Materials Emergency Response Technician - (National Fire Academy)
- Hazardous Materials Incident Command and Analysis Certified - (National Fire Academy)
- Hazardous Materials Instrumentation & Emergency Response Certified - (Arvada Fire Department)
- Hazardous Waste Operations & Emergency Response (HAZWOPER) Instructor
- Hazardous Waste Operations & Emergency Response 40-hour (HAZWOPER)
- Hazardous Waste Operations & Emergency Response Supervisor (HAZWOPER)
- OSHA 29 CFR 1910.120 Emergency Response
- OSHA 29 CFR 1910.120(e) Supervisors Training
- Certified Confined Space Rescuer Instructor
- Certified Confined Space Rescuer & Manager
- Hazardous Materials & Emergency Response / First Responder Certified
- Hazardous Materials Emergency Response Incident Command (IC) Certified

**EDUCATION**

- Arizona State University (ASU) – Architecture
- Phoenix Institute of Technology (PIT) – Architectural Drafting
- University of California Berkeley (Cal) – Certification & Continuing Education
- University of San Diego (USD) – Certification & Continuing Education
- Chabot Las Positas Community College (SLPCC) – Certification & Continuing Education
- Red Rocks Community College (RRCC) – Certification & Continuing Education
- National Fire Academy / International Firefighter Association (IFFA)

## Thomas "Allen" Morse, Senior Debris Management Advisor

Mr. Morse has worked for Ceres for 10 years providing technical, political, and professional advice at all operational levels of debris management operations. He has over 35 years of experience in damage assessment and debris management. Mr. Morse is retired from the U.S. Army Corps of Engineers (USACE), where he served for 15 years as the National Program Manager for all debris management programs. In this role, Mr. Morse was responsible for training USACE debris teams, as well as training FEMA's FCO cadre on debris management. During his career at the USACE, Mr. Morse provided his knowledge and management skills to some of our nation's most challenging responses. Mr. Morse worked with the USACE In the aftermath of the attack on the Twin towers on September 11. The USACE was tasked by FEMA to perform a forensic analysis of all ground zero debris and identify human remains and personal effects. This was the first time for the USACE to handle a large-scale debris operation as an evidence stream requiring extreme security. Mr. Morse also was the lead debris program manager for Hurricane Katrina in Alabama, Mississippi and Louisiana. This was one of the nation's largest debris management responses requiring $2.2 billion in FEMA funds allocated for debris removal operations. Mr. Morse is the author of the USACE Hurricane Debris Forecasting Model and the Points of Distribution Commodities planning model.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024 – Current.** Providing support to operations for 55 activations in Florida and Georgia.
- **Hurricane Idalia 2023.** Provided support to operations in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Hurricane Ian 2022.** Project Consultant interfacing with the USACE during Ceres performance on 27 debris removal contracts in Florida.
- **Hurricane Ida 2021.** Project Consultant interfacing with the USACE during Ceres performance on 14 debris removal contracts in Louisiana
- **Hurricane Sally 2020.** Project Consultant interfacing with the USACE during Ceres performance in Texas following Hurricane Sally.
- **Hurricane Michael 2018.** Project Consultant to USACE for the USACE ACI Restricted SAD Region activation in 13 Georgia counties for the clean-up of debris generated by Hurricane Michael in October 2018.
- **Northern California Wildfire Debris Removal 2018.** Project Consultant for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017. Over 84,000 tons of debris were removed.
- **Fire Island 2014.** Provided technical assistance to USACE for the highly specialized debris removal mission off the coast of Long Island, NY.
- **Alabama Tornados 2011.** Special advisor and liaison to state and Federal partners for the tornado clean up in Alabama and Joplin, MO.
- **Haiti Earthquake 2010**. Consultant to the World Bank on debris management, environmental assessments, and bidding documents for a World Bank sponsored debris project.
- **Eagle, Alaska 2009.** Authored plans/specifications for debris clean up following ice flow damage.
- **Hurricane Rita 2007.** USACE Debris Task Force Leader.
- **Hurricane Katrina 2005.** USACE Senior debris manager/coordinator for $2.5 billion in debris contracts in Alabama, Mississippi, and Louisiana
- **Florida Hurricanes 2004.** Lead ESF#3 representing USACE
- **Weapons of Mass Destruction Debris Management Guide 2001-2004.** PM and contributing author of the FEMA-sponsored "Weapons of Mass Destruction Debris Management Guide."
- **World Trade Center 2001.** Senior Project Manager over disposal operations for USACE following a terrorist attack.
- **Suriname South America 1993.** Managed the design and construction of a base camp for 2,500 occupants.
- **Hurricane Andrew 1992**. Debris team leader for USACE
- **Kuwait 1991.** Reconstruction team for rebuilding of infrastructure.

**EDUCATION/CERTIFICATIONS**

- B.S. degree in Civil Engineering from University of South Alabama
- FEMA/ICS certified 100, 200, 700 and 800

## Randy Hardy, Quality Control Manager

Mr. Hardy is a resourceful Civil Engineer, Certified Traffic Control Manager, ATSSA-ODOT Traffic Control Flagger Instructor, USACE Construction Quality Manager, EPA Certified Lead/Asbestos Abatement Supervisor with approximately 40 years of CQC Heavy Civil Construction and Disaster Project Management in addition to extensive CQC Planning experience. He has expertise in guiding a wide range of Heavy Civil Project Operations, including Roads/Bridges Construction/Reconstruction, Drainage, Erosion Control, Laboratory Material Testing, CQC Material Sampling, CQC Field Inspection Management and Traffic Control Plans/Management. Mr. Hardy is proficient in construction project layout, concrete/asphalt roadway operations, concrete construction management, elevation management, and electronic milestone tracking and filing systems/document control. He has a proven record of establishing productive relations with jurisdiction owners, engineering management, subcontractors, and regulatory officials, to drive a strong team with multiple trades. He maintains a professional acquaintance towards CSLB with Classifications in reference to Class A General Engineering, C-31 Traffic Control, California Business & Law, and Hazardous Substance Removal in respect to several licenses.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton, 2024 – Current.** Providing quality control management for Ceres' responses for 55 activations in Florida and Georgia.
- **Florida Hurricane Idalia _ County Debris Clean-Up Project October 2023 – November 2023.** Quality Control Manager for work provided on the 1.7 million Disaster Debris Response in 3 Florida Counties to include hurricane generated vegetative debris collection, transportation and disposal services and hazard (leaner and hanger) tree removal and trimming. Ensured quality control personnel and subcontractors met the required qualifications of the project contract. Trained all Ceres Area, Sector and QC management and operations personnel, subcontractors in the debris mission operational, documentation and eligibility requirements. Provided FDOT - ATSSA Traffic Control Flagger training in a classroom setting to Ceres flaggers, operations personnel and sub-contractor operation crews.
- **Ceres Caribe _ Luma Vegetation Clearing Service Contract June 2022 – July 2023.** Provided continuous support on purchasing project equipment and traffic control devices. Maintained equipment inventory on project assets Generated Traffic Control Plans on various logistic locations due to roadway orientation. ATSSA Traffic Control Flagger Training for all Ceres and Subcontractor personnel.
- **New Mexico Department of Transportation Soil Debris and Hazard Tree Removal May 2022 – July 2023.** NM Department of Transportation Hazard Tree Removal and Soil Disposal Project for Mora County and San Miguel County. Removed 22,318 hazard trees using conventional logging and specialized tree removal methods to include Heli-logging, low ground pressure and low impact mechanical and hand techniques in culturally ecological sensitive riparian and wetland environments along New Mexico Highway Corridors. Coordinated the processing of merchantable timber and slash in USFS, BLM, OR Department of Parks and private properties. Generated traffic control plans and ATSSA traffic control flagger training for all Ceres and Subcontractor personnel. Daily Management of QC inspection and addressing Quality Control Plan (QC Plan) issues.
- **Florida Hurricane Ian _ County Debris Clean-Up Project October 2022 – March 2023.** Quality Control Manager for work provided on the 2.3 million Disaster Debris Response in 7 Florida Counties to include hurricane generated vegetative debris collection, transportation and disposal services and hazard (leaner and hanger) tree removal and trimming. Ensured quality control personnel and subcontractors met the required qualifications of the project contract. Trained all Ceres Area, Sector and QC management and operations personnel, subcontractors in the debris mission operational, documentation and eligibility requirements. Provided FDOT - ATSSA traffic control flagger training in a classroom setting to Ceres flaggers, operations personnel and sub-contractor operation crews.
- **Oregon _ Wildfire Recovery 2021 – 2022.** Quality Control Manager (CQCM) for Oregon Department of Transportation Hazard Tree Removal and Disposal Project for Archie Creek, Thielsen Fire, Two Four Two and South Obenchain Fires. Removed 22,318 hazard trees using conventional logging and specialized tree removal methods to include Heli-logging, low ground pressure and low impact mechanical and hand techniques in culturally and ecological sensitive riparian and wetland environments along ODOT Hwy Corridors. Processed merchantable timber

and slash in USFS, BLM, OR Department of Parks and private properties. Generated traffic control plans and ATSSA traffic control flagger training for all Ceres and Subcontractor personnel. Daily Management of QC inspection and addressing Quality Control Plan (QC Plan) issues.

- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Contractor Quality Control Manager (CQCM) for the Cal Recycle Hazardous Tree Removal and Disposal Project resulting from the Camp Fire in California in 2017. Removed 59,000 hazard trees along 2,500 rights-of-way (ROW) and rights of entry (ROE) properties to include steep slope terrain operations and sensitive areas. Monitored the multidisciplinary execution to ensure that biological and archaeological resources were protected. Extensive cultural and environmental resources in Concow and Honey Run required intensive coordination and specialized operations. Generated traffic control plans and ATSSA traffic control flagger training for all Ceres and Subcontractor personnel.
- **Kuykendahl, Glen Forest and Aldine Westfield Detention Basin 2015 – 2019**. Contractor Quality Control Manager (CQCM) managing QC inspection in reference to complex features conflicting with engineering designs, for Kuykendahl, Glen Forest and Aldine Westfield stormwater detention basins in Houston, TX. Performing submittals and permitting in support to the $39 million Kuykendahl Detention Basin Project incorporated 4500 CY Concrete, 3.6 million CY Soil Excavation, 5060 Lin Ft Concrete Pipe and 100 Acres Tree Removal. The $25 million Glen Forest Project entailed 2500 CY Concrete, 2.2 million CY Soil Excavation, 2400 Lin Ft Concrete Pipe and 130 Acres Tree Removal. The $7.1 million Aldine Westfield Detention Basin utilized 1850 CY Concrete, 700,000 CY Soil Excavation, 10,000 Lin Ft Concrete Pipe, and 38 Acres Tree Removal. In addition to maintaining monthly pay request, performing daily management of QC inspection, CQC construction material submitting/environmental permitting, generating traffic control plans, ATSSA traffic control flagger training was achieved, to assure Quality Assurance (QA).
- **California Wildfires-Camp Fire, Butte County 2018 - 2019** Wildfire Structure and Debris removal in Butte County, CA Camp Fire. Quality Control Manager for the 1.4 million CY Cal Recycle/Cal OES clean-up project for removal, transportation, and disposal of asbestos and structural debris on 3,100 properties generated by Camp Fire in 2018.
- **Hurricane Michael 2018 - 2019.** Quality Control Manager for work provided on the 4.9 million CY USACE Disaster Debris Response (SAD) in 13 Southwest Georgia counties to include hurricane generated vegetative debris collection, transportation and disposal services and hazard (leaner and hanger) tree removal and trimming. Ensured quality control personnel and subcontractors met the required qualifications of the project contract. Trained all Ceres Area, Sector and QC management and operations personnel, subcontractors in the debris mission operational, documentation and eligibility requirements. Provided ATSSA traffic control flagger training in a classroom setting to Ceres flaggers, operations personnel and sub-contractor operation crews. Developed project-specific quality control plans; ensuring all quality control inspections are performed and documented in accordance with the testing plan and making sure all results are being reviewed for conformance with requirements with all documentation including records, photographs, and logbooks for the USACE project closeout requirements.
- **Morganza Hurricane Levee Project 2015**. Quality Control Manager (CQCM) responsible for the planning, scheduling, conducting, and coordinating detailed phases of the engineering for a $58 million Hurricane Coastal Levee Protection Project in Terrebonne Parish, LA. Supervised and coordinated the work with engineers, draft persons, plan reviews, as-built, specifications and CQC material testing frequencies in addition to Quality Assurance (QA) Testing.
- **Glendo Wyoming Reservoir Rehabilitation 2015.** Operations Planner – Responsible for the continuation of production and maintenance of quality. Reviewed project traffic control plans in reference to field operation. Created and assisted in weekly meeting agenda. Assisted in managing environmental permits and regulations. Managed underground utility notifications. Quality Control Manager – responsible for the planning, scheduling, conducting, and coordinating detailed phases of the engineering for a $10 million Concrete Reservoir. Supervised and coordinated the work with engineers, draft persons, plan reviews, as-built, specifications and QC material testing frequencies to develop an accurate cost proposal.

**EDUCATION/CERTIFICATIONS**

- Bachelor of Science – Civil Engineer from the University of Louisiana at Lafayette.
- USACE Construction Quality Management for Contractors Certificate

- LADOTD Asphaltic Concrete Roadway
- LADOTD Embankment and Base Course Certification
- LADOTD Portland Cement Concrete Paving Certification
- LADOTD Portland Cement Concrete Structural Certification
- LADOTD Authorized Density Tester
- ATSSA Traffic Control Supervisor
- ATSSA Certified Traffic Control Supervisor
- ATSSA Certified Flagger
- ATSSA Certified Traffic Control Flagger Instructor
- ODOT Traffic Control Supervisor
- ODOT Certified Flagger
- ODOT Certified Traffic Control Flagger Instructor
- CSLB C31 Traffic Control Classification
- CSLB Business/Law Classification
- CSLB General Engineering Class A Classification
- OSHA 30 for Construction Certificate
- Radiation Safety Officer APNGA Certification
- Radiation Safety Officer NORM Certificate
- Heavy Bid Training Certificate
- South Carolina Pesticide Applicators Core Standards Certificate
- South Carolina General Structural Pest Management Certificate
- Georgia Lead Supervisor Initial Certificate
- EPA Lead Supervisor Training Certificate
- Puerto Rico Lead Supervisor Certificate
- Louisiana DEQ Lead Supervisor Certificate
- New Mexico EPA Lead Supervisor Certificate
- California Lead Supervisor Initial Course Completion
- Texas Lead Supervisor Refresher Certificate
- Puerto Rico Asbestos Supervisor Certificate
- Florida Asbestos Respiratory Protection Certificate
- Florida Asbestos Supervisor Initial Certificate
- California Asbestos Supervisor Initial Certificate
- Texas Asbestos Supervisor Initial Certificate
- Louisiana Arborist/Utility Arborist License

## John Gallicchio, Project Superintendent

Mr. Gallicchio has twenty-six years of experience as a Project Superintendent with Ceres Environmental Services, Inc., overseeing and managing disaster recovery, demolition, and construction projects. Mr. Gallicchio's professional work ranged from management oversight and coordinating projects to communicating with the U.S. Army Corps of Engineers.

**PROFESSIONAL EXPERIENCE**

- **Hurricane Milton 2024 – Current.** Project Superintendent responsible for emergency debris removal, reduction, and disposal in The Cities of Daytona Beach and Port Orange, FL.
- **Hurricane Ian 2023.** Project Superintendent responsible for overseeing the clearing of vegetative debris generated from 2022 Hurricane Ian on vacant lots in Cape Coral, FL.
- **Oregon Wildfire Response 2021-2022** Oversight of multiple Debris Management Sites in remote locations, managing traffic control and segregation of debris.
- **Hurricane Sally 2020.** Project Superintendent for Ceres response in Santa Rosa County, FL. 595,746 cubic yards of debris were removed.
- **Hurricanes Michael and Florence 2018 – 2019.** Provided management oversight for 13 individual contract activations in jurisdictions across North Carolina, South Carolina, Florida, and Georgia
- **Hurricanes Irma and Harvey 2017.** Provided management oversight for disaster recovery projects in Florida and Texas.
- **Southeast Tornadoes 2017.** Project Superintendent for disaster recovery projects in Georgia and Louisiana following early tornadoes.
- **Louisiana Levee Construction 2013 – 2016.** Project Superintendent for Terrebonne levee projects.
- **Moore, OK Tornado 2013.** Senior Project Superintendent responding to the City of Moore, Oklahoma following an EF5 tornado.
- **Hurricane Sandy 2012 – 2013.** Project Superintendent for Ceres response in Point Pleasant Beach, NJ.
- **Hurricane Isaac 2012.** Project Superintendent for five separate contracts in response to Hurricane Isaac.
- **North Dakota Flooding 2011.** Operator for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota.
- **Hurricane Ike 2008.** Project Superintendent debris removal in Texas and Louisiana.
- **Hurricane Gustav 2008.** Project Superintendent for the debris removal and disposal and trimming and removal of hazardous trees in Louisiana.
- **Hurricane Katrina 2005 – 2007.** Project Manager/Operator for the cleanup and Restoration of Lafreniere Park damaged by hurricane and storm surge in Grand Isle, Louisiana and demolition of approximately 50 damaged homes in Metairie, Louisiana.
- **Hurricane Katrina 2005 – 2006.** Project Manager for debris removal in the City of Biloxi, MS.
- **U.S. Army Corps of Engineers; Louisiana 2005 – 2007.** Superintendent Oversight of crews operating directly with Parish presidents, FEMA personnel and Representatives with USACE
- **Hurricane Jeanne and Frances 2004.** Superintendent overseeing the debris removal and disposal in Palm Beach, FL.
- **Fort Knox Building Demolition.** Superintendent involved in the demolition of a variety of buildings.
- **Hurricane Isabel 2003.** Project Superintendent for the debris removal and disposal in Virginia.
- **Hurricane Floyd 1999.** Project Superintendent for debris removal in North Carolina.
- **Oklahoma City Tornadoes 1999.** Project Superintendent providing debris management
- **Hurricane Fran 1996.** Project Superintendent for USACE

**EDUCATION/CERTIFICATIONS**

- First Responder
- First Aid CPR, AED, BLS
- ACLS Medical (Advanced Cardiovascular Life Support)
- Certified heavy equipment operator/Instructor 20+ years
- Certified Flagger 10+ years
- OSHA 40 HAZWOPER
- USACE Construction Quality Management for Construction
- Rigger Level 1

## Rick Good, DDMS Foreman

Mr. Good has more than 20 years of experience in management and operations coordination. He has full knowledge of State and Federal Environmental codes and regulations and has overseen operational aspects of disaster response projects. In past positions, he has provided clients with consulting and management services regarding hazardous and non-hazardous waste. Mr. Good has also coordinated provisions for clients, including both services and subcontractors after an emergency event.

**PROFESSIONAL EXPERIENCE**

- **Hurricane Helene 2024 – Current**. Project Manager responsible for emergency debris removal, reduction and disposal in Columbia County, FL.
- **Hurricane Idalia 2023.** Project Superintendent in Columbia County, FL and Perry, FL for debris removal following Hurricane Idalia. Over 68,000 cubic yards of debris were removed.
- **Hurricane Ian 2022.** Project Superintendent for the removal of over 100,000 cubic yards of debris in Sarasota, FL following Hurricane Ian.
- **Hurricane Ida 2021**. Project Manager for debris removal in Kenner, LA. 239,906 cubic yards of debris were removed.
- **Oklahoma Ice Storm 2020.** Senior Project Manager in Oklahoma City, El Reno, and Piedmont for collection, reduction, and disposal of ice storm generated debris. Over 140,000 cubic yards of debris were removed.
- **Hurricanes Laura and Delta 2020.** Senior Project Manager in Scott, LA and Houston, TX for hurricane debris removal and disposal.
- **Tornado: El Reno, OK 2019.** Project Manager with one Ceres' self-loading truck debris removal and disposal. Just under 100,000 cubic yards of debris were removed.
- **Hurricane: Michael – USACE Southwest GA 2018.** Operations Planner assisting in the debris removal cleanup after Hurricane Michael in the southwest Georgia area.
- **Hurricane: Florence (NC Dept of Ag) 2018.** Project planning and management for confidential project for supply of carbon material to facilitate composting. Role included responsibility for meeting with agricultural department officials and state senators, official planning, managing acquisition of carbon source material, transportation, and logistics in southeastern NC.
- **Hurricane: Irma, (Miami, South Florida.) 2017.** Area Manager for South Florida until Puerto Rico deployment; role entailed planning, acquisition, set-up, management, and supervision of multiple DMS sites, coordinating with multiple municipalities, planning, coordinating assets and resources
- **Hurricane: Maria (Puerto Rico) 2017.** Blue Roof Operations Planner; GM Ceres Caribe; Role included planning and coordinating with both USACE senior and field management multiple times per day on operations as well as safety and environmental compliance.
- **Hurricane: Matthew, Savannah, GA 2016.** Project Manager, role included meeting with Head of Sanitation/DPW disposal facility/landfill management, coordinating and planning collection operations and personnel, third-party haul out planning and coordination, coordination with sub-contractors for curbside pickup, haul, DMS coordination vis a vis the grinding function, All aspects lease negotiation, curbside pickup, processing, final disposal. Negotiations with city for use of a subset of its landfill for our DMS. Material was staged and processed at the landfill. Secured secondary DMS in town via planning and negotiating with US Army Reserves for use of its property, led all communications, planning between Ceres and the municipal command office in downtown Savannah.
- **Flood: City of Denham Springs, LA 2016**; Start-up PM; role included the planning and coordination with city and subcontractors of all curbside collection, transport via direct haul to final disposal landfill. No reduction of waste prior to disposal at Waste Management landfill.
- **Rubicon Global, LLC. Atlanta, GA. 2015 - 2016,** Regional subcontractor relationship manager responsible for prospecting, bidding, planning, contracting and managing services provided to client base. Direct management of approx. 7,000 haulers servicing over 16,000 customers.
- **ECO Systems, Inc. Atlanta, GA 2012 – 2015.**Professional Consultant, International and domestic environmental consulting in the field of hazardous and non-hazardous waste management, as well as Emergency Management Services in Disaster Response. Both of these service areas include program development/design/planning, training and overall project management. Service areas included the Continental US, Venezuela, Dominican Republic, Mexico and the island of Guam.

- **Asplundh Environmental Services, Inc. Atlanta, GA 2003 – 2012.**
  Senior manager responsible for overall project management for all emergency response efforts supplied by the company to state, federal, municipal and private sector clients. These services include but are not limited to logistical and infrastructure support for remediation, transportation, disposal and recovery. These project missions, focusing primarily on disaster response generated revenues of $100+ million per year.

**EDUCATION/CERTIFICATIONS**

- Bilingual in English and Spanish

## Hubert Russell (Bo) Ansley, FEMA Reimbursement Specialist

Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years. His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

**PROFESSIONAL EXPERIENCE**

- **Hurricane Helene 2024.** Provided operational oversight and FEMA reimbursement assistance to Georgia jurisdictions affected by Hurricane Helene.
- **Hurricane Debby, 2024.** Provided operational oversight and FEMA reimbursement assistance for debris removal projects in Georgia following Hurricane Debby.
- **Hurricane Beryl 2024.** Provided operational oversight and FEMA reimbursement assistance to 16 jurisdictions in Texas following Hurricane Beryl.
- **Hurricane Idalia 2023.** Provided operational oversight and FEMA reimbursement assistance for debris removal in Florida and Georgia following Hurricane Idalia.
- **Hurricanes Ian and Nicole 2022.** Operations Area Manager and Client Services Liaison for 8 contract activations in Florida.
- **Yellowstone River Floods 2021.** Senior USACE Debris Removal SME and FEMA Liaison. Provided a comprehensive assessment of flooding impacts and waterway debris for the State of Montana.
- **Hurricanes Laura, Sally, and Zeta 2020.** Senior USACE SME and FEMA Liaison. Provided Technical Support to FEMA as well as multiple applicants in Louisiana, Alabama, and Florida. Provided supervisory oversight for 21 Federal Technical Monitors.
- **Southeast Tennessee Tornadoes 2020.** Senior USACE Debris Removal SME and FEMA Liaison for 3 local activations in the Chattanooga, TN area.
- **Hurricane Michael 2018.** Lead USACE Debris Removal SME and FEMA Liaison for 6 Florida Counties and 13 Georgia Counties. Served as Contracting Officers Representative for USACE Advanced Contract Initiative (ACI) in Georgia.
- **Hurricane Irma 2017.** Lead USACE ESF3 Liaison to FEMA Region 2. Prepositioned with Forward Team to VITEMA prior, during and after landfall. Supported Recovery Field Office and assisting in activating the Debris ACI for USACE.
- **Hurricane Maria 2017.** Supported recovery efforts in Puerto Rico as Emergency Management Chief, Mobile District. Managed USACE Recovery Field Office for multiple FEMA missions including power restoration, temporary roofing, debris removal and repair of critical public facilities.
- **Southeast Tornadoes 2017**. Lead USACE Debris Removal SME and FEMA Liaison for multiple activations near the City of Albany, GA.
- **Hurricane Matthew 2016**. Lead USACE Debris Removal SME. Provided technical assessment of storm impacts along the Florida Coast from St. Augustine to Melbourne.
- **Hurricane Hermine 2016**. Lead ESF3 Representative to FEMA in Florida. Developed debris volume estimate and debris removal cost estimate.
- **Pacific Ocean Storms 2015**. Served as USACE ESF3 forward for Guam (Typhoon Dalphin) and Saipan (Typhoon Soudler). Provided impact assessments for FEMA.
- **Oso, WA Landslide 2014**. Assistant ESF3 Team Lead and Debris SME supporting FEMA. Provided preliminary report and debris removal estimate.
- **Hurricane Sandy 2012-2013**. Lead Debris SME and Contracting Officers Representative – Suffolk County, NY. Oversaw Debris Removal Operation for Fire Island, NY.
- **Alabama Tornadoes 2011**. Supported recovery efforts as Emergency Management Chief, Mobile District. Managed USACE Recovery Field Office for multiple FEMA missions including temporary power, debris removal and repair of critical public facilities.
- **Hurricane Ike 2008.** USACE liaison to Texas and ESF3 lead in support of FEMA Region 6.
- **Hurricane Katrina 2005-2006.** Debris SME for Alabama recovery.

**EDUCATION/CERTIFICATIONS**

- Bachelor of Landscape Architecture, University of Georgia
- Graduate Certificate, Homeland Security and Emergency Management, George Washington University
- FEMA ICS 100, 200, 300, 400, 700, 800

**Tia Laurie, Contract/Subcontract Manager, Corporate Secretary**

Tia Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. Ms. Laurie serves as Qualifying Agent, holding General Contractors Licenses on behalf of Ceres in many states including California, Louisiana, Alabama, Tennessee, Mississippi, Oregon, and South Carolina. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions for more than ten (10) years. Additionally, Ms. Laurie is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. She manages the overall development and maintenance of relationships with subcontractors specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the database, registration process, and evaluation criteria for subcontractor, as well as creating and executing their training programs.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024.** Director of Administration including subcontracting and contract management for debris removal for 55 in Florida and Georgia following Hurricanes Helene and Milton.
- **Hurricane Debby, 2024.** Director of Administration including subcontracting and contract management for debris removal projects in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl 2024.** Director of Administration including subcontracting and contract management for debris removal in 16 jurisdictions in Texas following Hurricane Beryl.
- **Hurricane Idalia 2023.** Director of Administration including subcontracting and contract management for debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **California Floods 2023.** Director of Administration including subcontracting and contract management for flood debris removal services in Tulare County, CA and Merced, CA.
- **Texas Winter Storm Mara 2023.** Director of Administration including subcontracting and contract management for debris removal in 2 Texas jurisdictions following a winter storm. 330,846 cubic yards of debris were removed.
- **State of Vermont Summer Flood 2023.** Director of Administration including subcontracting and contract management for 5920 tons of debris removal in (sixteen) 16 jurisdictions across the State of Vermont
- **Hurricanes Ian and Nicole 2022.** Director of Administration including subcontracting and contract management for 27 contract activations in Florida. Two of these contract surpassed 2 million cubic yards of debris each.
- **Hurricane Ida 2021.** Director of Administration including subcontracting and contract management for Ceres projects in Louisiana.
- **Oregon Wildfire Recovery 2020 – 2022.** Director of Administration including subcontracting and contract management for Oregon Department of Transportation Hazard Tree Removal Project. 22,311 trees were removed.
- **Oklahoma Ice Storm 2020.** Director of Administration including subcontracting, and management of 5 contract activations as a result of the Oklahoma Ice Storm. Over 200,000 cubic yards of debris were removed.
- **Hurricanes Hanna, Laura, Sally, Delta and Zeta 2020.** Director of Administration including subcontracting. Managed over 30 subcontractors providing debris collection, reduction, and disposal. While working contract administration on over 13 contract activations.
- **Linn County, IA 2020.** Director of Administration including subcontracting and managing 4 subcontractors and working contract administration. Over 1 million cubic yards of debris were removed.
- **Hamilton County, TN and Jones County, MS Tornados 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing debris collection, reduction, and disposal. Over 600,000 cubic yards of debris were removed.
- **Bulk Waste Removal 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing bulk waste removal to the City of Atlanta and Macon-Bibb County, GA as a result of limited staff due to COVID-19. 5,966 tons of waste were removed.

- **Paradise and Butte County, CA Fire 2019.** Director of Administration including subcontracting and managing over 23 subcontractors and working contract administration with CalRecycle. 768,558 tons of debris were removed.
- **Hurricanes Florence and Michael 2018.** Director of Administration for storm operations in a wide geographic area.
- **North Carolina Department of Agriculture 2018.** Director of Administration and Subcontracting Manager for hauling vegetative material for NC farms after Hurricane Florence.
- **Northern California Wildfire Debris Removal 2018.** Subcontractor Manager responsible for hiring all subcontractors for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricanes Harvey, Irma, and Matthew 2017.** Director of Administration and Subcontracting Manager for over 50 storm and civil construction projects.
- **Hurricanes Hermine and Matthew 2016.** Subcontractor Manager for over 20 contracts in Florida, Georgia, South Carolina, and North Carolina following two hurricanes in September and October.
- **Louisiana Floods 2016.** Subcontractor Manager for Ceres response to August floods in Louisiana.
- **Winter Storm Cara and Goliath 2015.** Subcontractor Manager for debris removal and disposal projects in Oklahoma following winter storms.
- **Alabama and Mississippi Tornados 2014.** Subcontractor Manager for four separate tornado recovery projects in Kimberly, Adamsville, and Graysville, Alabama as well as Lee County, MS. 185,758 cubic yards of debris were removed.
- **Winter Storm Pax and Ulysses 2014.** Subcontractor Manager for Columbia County, GA and NC DOT ice storm recovery; Recruited and subcontracted companies for hauling, tree work, and grinding.
- **Hurricane Sandy 2012-2013.** Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts.
- **Alabama Tornadoes 2011.** Subcontractor Liaison: recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010.** Subcontractor Liaison identifying specialist organizations & sea transport.
- **Ice Storms 2009.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky.
- **Hurricanes Dolly, Gustav and Ike 2008.** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal, processing, and disposal operations.
- **Floods 2008.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa.
- **Military Stars, Orion International 2007-2008.** Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel.
- **U.S. Army Corps of Engineers, Captain 1999-2005.** Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon; awarded Bronze Star Medal for her bravery and meritorious service with USACE.

**EDUCATION/CERTIFICATIONS**

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
- Red Cross Disaster Services certified

## Millie Gonzalez, Lead Accountant

Millie Gonzalez has been the lead project accountant on multiple disaster recovery projects. She participated in the accounting for large-scale projects including the USACE Blue Roof Mission in Puerto Rico, USACE Wildfire Debris Removal Mission in Northern California, USACE Southwest Georgia contract and CalRecycle Camp Fire contract. Ms. Gonzalez is experienced in accounting systems and possesses exceptional knowledge of accounting procedures, regulations, and source documents. This includes expenditure, revenue, general ledger and related accounting procedures, the interrelationship of internal and external recordkeeping systems, general bookkeeping, accounting and audit methodology, terminology, and standards.

**PROFESSIONAL EXPERIENCE**

- **Ceres Environmental Services, Inc., Senior Project Accountant**
  **November 2017 – Present**
  - Supervises and manages all accounting and financial activities relating to the development, implementation, reporting and close out of contracts projects.
  - Submits invoices to Project Manager on the project specific date for approval.
  - Provides high level of support to the Company Vice President and the Director of Accounting, along with other division managers.
  - Ensures timely payment to subcontractors after approval is received and all paperwork has been submitted.
  - Ensures all monthly project invoices are prepared and provided to the Accounts Receivable department on a timely basis.
  - Ensures all financial activities and requirements relating to project close-outs are carried out in a timely manner.
  - Provides any supplemental reports/documentation as may be required by Owner.

- **Plaquemines Parish Government – Belle Chasse, LA Senior Accountant**
  **July 2013 – September 2017.**
  - Coordinated and processed information to ensure completion of assigned projects or duties within specified timelines; monitors compliance with laws, rules and regulations related to area of assignment and related fiscal activities.
  - Prepared, maintained, and/or verified a variety of complex and comprehensive accounting, financial, and statistical records, ledgers, logs, and files.
  - Prepared a variety of comprehensive financial, accounting, and statistical statements, analyses, documents, and reports; assists other staff in the preparation of reports and recommendations including gathering, organizing, and analyzing data.
  - Utilized various computer programs and applications; enters and maintains data; generates reports from a database or in-house system; creates spreadsheets and generates reports using spreadsheet software.
  - Answered questions and provided information and assistance to other staff and the public in a courteous manner; interpreted and explained City ordinance or administrative policies.
  - Trained employees in their areas of work including proper methods, procedures, and techniques; verified the work of assigned employees for accuracy.

- **Riverside County Regional Park and Open-Space District- Riverside, California, Senior Accounting Assistant**
  **November 2011 – April 2013**
  - Accounts Payable
    - Established new department record for volume of vouchers processed for payment within two months of being given the task.
    - Created purchase orders using PeopleSoft Financials 8.8.
    - Received, sorted, analyzed, and prioritized a variety of invoices and billings from vendors, contractors, and consultants.
    - Worked closely with field staff, supervisors, and managers to obtain required purchase approvals and documentation.
    - Created payment vouchers using PeopleSoft Financials 8.8, assembled accounts payable documents for review and approval.

        - Reconciled monthly vendor statements, followed up on past-due items, and resolved billing discrepancies.
    - Payroll
        - Wrote step-by-step procedure manual for entire payroll process.
        - Collected, reviewed, and processed timesheets for approximately 250 employees.
        - Entered detailed time and labor data using PeopleSoft HRMS Financials 9.0.
        - Created reports for payroll using Dazel Reports.
        - Designed formats for reporting and retaining data and physical files.
        - Trained other professional accounting staff on the payroll process.
        - Knowledge of payroll practices and procedures including FLSA (Fair Labor Standard Act) requirements using PeopleSoft HRMS Financials 9.0.

- **Macro Mix, Inc. – Hormigueros, Puerto Rico, Business Manager**
  **January 2000 - April 2010**
    - Compiled, monitored, and researched data for reports and budget projections.
    - Anticipated, identified, and resolved problems in accounting operations.
    - Assisted other staff in solving difficult and unusual problems relating to payroll, accounts receivable, and accounts payable.
    - Answered questions that involve searching for and abstracting technical data to explain laws, policies, and procedures.
    - Performed a variety of complex accounting duties requiring interpretation of multiple guidelines, policies, or procedures.
    - Act as technical lead and full supervisor for a small number of lower- level Accounting Assistants or clerical support staff.

**EDUCATION/CERTIFICATIONS**

- MBA, University of Phoenix – Murrieta, California, August 2012
- MBA, Finance- University of Puerto Rico – Mayaguez Campus, May 1987
- BSBA, Industrial Management University of Puerto Rico- Mayaguez Campus May 1984
- Low Value Purchase Order Certificate Program
- The Price of Government: Budgeting for Outcomes
- How to Master Success in your Personal and Professional Life
- Crucial Conversations
- Myers-Briggs Temperament Indicator Assessment
- Strong Interest Inventory Assessment
- Strength Finder 2.0 Training
- Simpler 3.0 Training for Queries
- FEMA-ICS 100 Training
- FEMA-ICS 200 Training
- Community Emergency Response Team Basic Training

**AWARDS**

- Employee of the Month – Riverside County Park & Open-Space District, Riverside, California November 2012
- Certified PeopleSoft HRMS 9.0 query writer February 2013

## Omar Arroyo, Site Safety Officer

Mr. Arroyo has more than 22 years of professional experience in safety management. He has worked in various fields including debris management, civil construction, new construction, and oil, dealing with all aspects of Environmental Health and Safety Management and Training.

**PROFESSIONAL EXPERIENCE**

- **Ceres Environmental Services 2017 – Present.**
  - Safety and Health Officer for projects in Florida and Georgia following Hurricanes Helene and Milton.
  - Safety and Health officer for LUMA Island Wide Vegetation Clearance in Puerto Rico.
  - Safety and Health Officer for NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery in 2022-2023.
  - Safety and Health Officer for Taylor County, FDOT following Hurricane Idalia. Over 1,703,000 cubic yards of debris have been removed.
  - Safety and Health Officer for the Luma Vegetation Clearing Service Contract in 2022 and 2023 in Puerto Rico.
  - Safety Officer for Wildfire recovery for the Oregon Department of Transportation in 2020-2022. 22,311 trees were removed.
  - Safety Officer for the Wildfire clean up and logging operations for California, Colorado, and Oregon.
  - Safety and Health Officer. Vegetative, construction and demolition, and metal debris removal from local municipality Rights-of-Way (ROW) and other eligible public property in the U.S Virgin Islands for the USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **PES Performance Energy Services 2015-2016.** HHSE Site Safety Supervisor in Beaumont, Texas conducting daily equipment inspections, confine space audits, air sampling for confined space, confined space rescue procedures, daily mass safety toolbox meetings, Air Liquide safety and production meetings, safety record keeping, first aid, incident investigations, daily safety audits, inspection and control of safety equipment, fire watch training, confine space training, lockout/tag-out training and new hire orientations.
- **Saxon Constructions PES 2015.** HSSE Site Safety Manager for Williams Station 520 Pipeline project in Jersey Shore, Pennsylvania and Devon/E-Link Terminal project in Cuero, Texas. Responsible for daily audits of work being performed, daily field equipment inspections, equipment training, PRE-TASK ANALYSIS (PTA) audit and training, held the daily all employee's safety meeting, met with the client HSSE for any concerns and correction, job specific overview, employee orientation, incident reporting, near miss reporting, record keeping, and continue to strive for a zero incident and accident-free workplace for all employees.
- **Titan 360 Industrial Services 2014-2015.** HSSE Site Safety Manager coordinating a project at Trunk line in Lake Charles, Louisiana, overseeing 85 employees. Duties and responsibilities were to conduct daily safety meetings within the company and the client, daily safety audits on employee behavior, permits, and company (JSA), daily equipment inspection, record keeping, first aid case management, attend and participate in client turnaround safety progress, monitor and conduct SCBA breathing air equipment inspection and proper function prior to job task, and incident reporting/investigation.
- **Total Safety 2014.** HSSE in Busan, Korea, working as a third-party safety representative for Nobel and Shell at a shipyard reconstructing the Nobel Discoverer ship oil driller. Duties and responsibilities were to be part of the Shell and Nobel safety HSE team to contribute as a third-party safety representative in the daily work activities such as safety daily audits and inspections on hot work activities, confined space, permit and JSA audits, evacuation drills. Conducted safety meetings, record keeping, and daily inspection of equipment, tools, and safety equipment.
- **KBR Kellogg Brown & Root 2012-2013.** HSSE Site Safety Manager. Conducted safety audits and meetings, performed daily equipment and apparatus inspections, first aid case management and related record-keeping.

- **BP 2010-2012 HSSE Site Safety Turnaround Manager.** Managed and oversaw safety field turnaround for several units. Conducted weekly mass safety meetings, daily audits, and inspections, reporting for near-miss and first aid, and performed relevant recordkeeping.
- **STARCON International, Inc. 2001-2010 HSE Safety Supervisor.** Performed daily audits and inspections, permit training, oil rig basket training, SCBA training and fire watch training. Maintained company and refinery compliance and recordkeeping, supervising various units for turnaround work and implementing company site standards. Performed unit orientations for new hired team members for the turnaround, equipment inspection and purchasing, daily toolbox team safety meetings. Conducted daily permit and JHA audits for compliance, JHA training, recordkeeping, and conducted near miss and incident investigations.

**EDUCATION/CERTIFICATIONS**

- San Jacinto College Central Campus Two Years, Courses Studied:
  - EPCT- Introduction to Environmental/Health
  - EPCT- Principals of Industrial Hygiene
  - OSHT- Safety Program Management
  - OSHT- Physical Hazards Control
  - OSHT- Accident Prevention, Inspection, and Investigation
  - OSHT- OSHA Regulation General Industry
- College of the Mainland (Conducting Safety Audits)
- OSHA 30 Hour Construction
- OSHA 500
- OSHA 502
- BASIC Arborist Training Certification
- Construction Site Safety Technician CSST Certification
- Construction Site Safety Technology CSST Certification
- Construction Site Field Safety CSST Certification
- Construction Site Safety Supervisor CSST Certification
- Industrial Toxicology Certification
- GHS and OSHA Hazardous Communications Certificate
- Introduction to Safety Accountability-OSHA Academy
- Emergency Action and Fire Prevention-OSHA Academy
- Conducting a Job Hazard Analysis (JHA)- OSHA Academy
- Personal Protective Equipment-OSHA Academy
- Introduction to Safety Recognition- OSHA Academy
- Introduction to OSHA-OSHA Academy
- Introduction to Hazard Control- OSHA Academy
- Electrical Safety for Employees- OSHA Academy
- Introduction to Safety Training- OSHA Academy
- Personal Protective Equipment- OSHA Academy
- Introduction to Safety Supervision- OSHA Academy
- Hazard Communication- OSHA Academy
- Effective Accident Investigation- OSHA Academy
- Introduction to Safety Leadership- OSHA Academy
- Walking-Working Surfaces and Fall Protection-OSHA Academy
- Introduction to Job Hazard Analysis- OSHA Academy
- Supervisor 201 Training-LEAD Leadership, Excellence, and Development-Houston Area Safety Council
- EM 385-1-1 8 Hour Awareness- US Army Core of Engineers
- First Aid-CPR-AED Certification 1377463
- American Red Cross (CPR-Adult)
- AMERICAN Red Cross (Standard First Aid)
- TWIC Transportation Worker Identification Credential
- Houston Area Safety Council (Basic Plus)
- Baytown, TX Safety Council
- HAZWHOPER, OSHA 30 FR, OSHA 500,

## Additional Staff (Alphabetically by Last Name)

### Demetri Bassil, Equipment Director

Mr. Demetri Bassil is responsible for overseeing Ceres' $108 million equipment division, comprising of over 30 employees and over 2,019 pieces of equipment. Demetri's responsibilities include maximizing the effectiveness of Ceres' assets while providing leadership to the equipment division. He is responsible for supporting Ceres' operations by optimizing the methods and materials required for each mission.

**PROFESSIONAL EXPERIENCE**

- **Ceres Environmental Services Inc. April 2024 – Present.** Equipment Director. Oversees the equipment division with 30+ full-time employees; a fleet of 2,019 pieces of equipment and commercial trucks/trailers with an acquisition value approaching $110 million.
- **Alleyton Resource (Summit Materials) 2015 – 2024.** Vice President of Equipment. Alleyton Resource / Summit Materials (NYSE: SUM) is an integrated aggregate and ready-mix concrete company based in Denver Co.
- **Chicago Bridge & Iron 2010 – 2015.** Manager Batch Plant Operations / Superintendent 4. CB&I (NYSE: CBI) is the most complete energy infrastructure focused company in the world and a major provider of government services. Responsibilities included managing site preparation, erection of batch plant and facilities, fixed and mobile equipment maintenance, along with assisting in actual placement and civil actives.
- **Lafarge Corporation 1991 – 2009.**
    - **Southeast Division 2008 – 2009.** North Georgia Equipment and Maintenance Manager. Equipment and Maintenance Manager, responsibilities included: full accountability for divisional maintenance costs, leading a team of supervisors and support staff responsible for the maintenance and repair of 720 mobile units and 57 RM production sites from 2 maintenance facilities.
    - **Southeast Region 2004 – 2008.** General Manager Downtown Atlanta Market. The Downtown Atlanta Market was the largest market in the Division with 425K cubic yards produced, 2 permanent production facilities, 2 portable production facilities, $40M+ in expenses and 75 employees. As General Manager, responsibilities included: full cost accountability, quality, productivity, capital expenditures, environmental management, community relations, labor relations, and safety.
    - **Southeast Region 2002 – 2008.** Southeast Regional Director Transportation and Maintenance. The Transportation, Maintenance and Construction Department managed and maintained 1,440 mobile units (ready mix trucks, loaders, excavators, dozers, passenger vehicles, tractors, and trailers) and 90 production facilities. As Director of Transportation and Maintenance, responsibilities included: leading a team of 12 salaried and 85 hourly employees with fixed facilities and mobile crews, managed $34M in expenses, developed and implemented capital projects, continued to improve maintenance practices and safety.
    - **Lafarge Corporate Business Performance Group 2000 – 2002.** North America TMT Manager. Responsibilities included: development and implementation of the process to utilize the technology tool to reduce operating expenses and improve equipment utilization and life across the NA operations.
    - **Louisiana Division 1991 – 2000.** Equipment Manager/Divisional TMT Coordinator. The Lafarge Louisiana Ready-Mix Concrete Division is the largest producer in the New Orleans Metro Market.

**EDUCATION/CERTIFICATIONS**

- AEMP – CEM (Certified Equipment Manager) Certification
- Strayer University
- Southeastern Louisiana University
- Delgado JR College
- Southeastern Louisiana University
- 1988 Gretna Police Training Academy

## Everett Bond, Project Superintendent

Mr. Bond has managed projects since 2016 supervising and managing storm debris removal teams for major disaster recovery projects with Ceres. Mr. Bond's responsibilities were maintaining contract schedules and detailed agreements, communicating with senior project management and lead superintendents to make sure any foreseen issues, opportunities and company change orders and conducted superior oversight of site and subcontractor performance.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024 – Current.** Project Superintendent responsible for disaster debris removal, reduction and disposal in Gainesville, FL and Pasco County, FL.
- **Mississippi Tornado 2023.** Project Superintendent overseeing the cleanup of 32,500 cubic yards of tornado generated debris in Carroll County, MS.
- **Hurricane Ian 2022.** Project Superintendent overseeing debris management and removal in Longwood, FL.
- **Hurricane Ida 2021.** Quality Control Manager and Supervisor in New Orleans, LA for the clean-up of storm debris. Over 280,000 cubic yards of debris were hauled during this project.
- **Hurricanes Laura and Delta** – 2020. Quality Control Manager and Supervisor for Allen Parish, LA for the clean-up of over 550,000 cubic yards of storm debris.
- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Project Superintendent for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Deatrick Engineering Associates, Orlando, FL 2019 – 2020**. Inspector responsible for performing various asphalt, earthwork, concrete, masonry, cement, and aggregate testing, both in the field and the laboratory. Ensure jobsite tests and inspections are performed as required or requested by a contractor, architect or engineer as well as being performed per AASHTO, ASTM, ACI, FDOT or other required methods and specifications while working closely with the Laboratory Manager in supervising lab technicians and lab testing.
- **Camp Fire, Butte County 2019.** Divisional Supervisor for the campfire project in Paradise, CA leading 45 individuals during wildfire debris cleanup effort.
- **Hurricane Michael 2018.** Senior Quality Control Manager and Supervisor in Georgia for the cleanup of debris in October of 2018.
- **Hurricane Florence 2018.** Senior Quality Control Manager and Supervisor for North and South Carolina, managing multiple city and county contracts for clean-up of storm and flood debris in September 2018.
- **Kablelink 2016 – 2018**. Cable Installation Technician installing entertainment, networking, and security systems and responding to repair calls while keeping customer satisfaction.
- **Broadband Interactive 2001 – 2016**. Disconnection Technician communicating with customers and companies to resolve and uninstall cables.

**EDUCATION**

- Bachelor of Science in Sport and Fitness, University of Central Florida 2011
- Associates of Art, Valencia Community College, 2008

**CERTIFICATIONS**

- OSHA 30 Construction
- OSHA 40 HAZWOPER
- Flagger
- Jones NCTI

## Alonzo Clay, Project Superintendent

Mr. Clay has experience of multiple aspects of emergency response in the past five (5) years. He has served as project manager, superintendent and quality control on projects including hurricanes, tornadoes, ice storms and fires. Mr. Clay is an experienced field manager with excellent communication skills and excels in coordinating and managing multiple crews, ordering materials, tracking costs, scheduling equipment and keeping good relations with clients. He is certified in Hazardous Waste Operations and Emergency Response (HAZWOPER)

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024 – Current.** Area Manager responsible for emergency debris removal, reduction and disposal in Franklin County, FL, Hillsborough County, FL and Temple Terrace, FL.
- **Atmospheric River Flood Event, July 2023 - March 2024.** Project Manager responsible for all aspects of emergency debris removal in Merced County, CA.
- **Severe Windstorm, July 2023.** Project Superintendent for removal of debris following a severe June windstorm in Harris County, TX.
- **March Tornados, April 2023 – July 2023** - Project Manager for removal and disposal of debris as a result of the March tornados.in Carroll County, MS.
- **Winter Storm Mara, February 2023** - Project Superintendent for removal and disposal of debris in Austin, TX.
- **Hurricane Ian, October 2022 – January 2023** – Project Superintendent for the Florida Department of Transportation debris removal in Manatee County, FL.
- **Bulk Waste Removal 2020 – September 2022.** Project Superintendent providing bulk waste removal to the City of Atlanta, GA resulting from limited staff due to COVID-19.
- **Tornado 2020.** DMS Site Manager for removal and disposal of tornado debris generated in the City of Chattanooga, TN.
- **Camp Fire Butte County, CA 2019.** Division Supervisor for the CalRecycle cleanup project for hauling and disposal of debris in North-Central California in 2017.
- **Aldine Westfield Detention Basin 2019.** Ticket Taker Supervisor for the Aldine Westfield detention basin in Houston, TX.
- **Hurricane Michael 2018.** Sector Manager in Albany, GA for the clean-up of debris generated by Hurricane Michael in October of 2018.
- **Hurricane Florence 2018.** Quality Control for debris clean-up projects in North Carolina.
- **Hurricane Irma – Tampa, FL 2017** Project Superintendent overseeing debris clean-up, reduction and haul out.
- **Lott Farms February – August 2017.** Operations Manager who oversaw and managed multiple jobs and tasks. Mr. Clay oversaw all shop and mechanic work ensuring all tools and equipment were carefully handled, operated various pieces of equipment, created weekly schedules and tasked lead mechanic and lead foremen while maintaining a clean and sage workplace for all employees and the health of the animals. Mr. Clay also represented Lott Farms by responding to emails, calls and performed in meetings on behalf of the company.

**EDUCATION/CERTIFICATIONS**

- Mississippi Delta Community College
- Northwest Community College
- 40 Hour HAZWOPER
- NFPA 70E Electrical Safety

## Huey Deville, Project Manager, Quality Control Manager

With more than 35 years of construction management and quality control experience, Mr. Deville is an experienced supervisor and field manager capable of concurrently supervising multiple crews and projects. He is an experienced equipment operator, project estimator, manager, and surveyor with construction experience in commercial, residential and disaster recovery areas of specialty. He is responsible for project planning and execution; project equipment maintenance; crew supervision; project production; workmanship quality, safety, and reporting; and recordkeeping. Mr. Deville's vast experience allows Ceres to apply his expertise in a variety of critical roles including disaster response and recovery mission management, demolition and construction project management. His broad experience, commitment to quality and safety, technical expertise, and natural leadership skills make Mr. Deville an asset to our Supervisory team.

**PROFESSIONAL EXPERIENCE**

- **Hurricane Helene 2024 – Current.** Project Manager for emergency disaster debris removal for FDOT Division II, Taylor County, FL.
- **New Mexico DOT Fire and Flood Recovery 2023.** Project Manager for New Mexico Department of Transportation providing Hazardous Debris Removal and Remediation oversite. Over 18,000 Hazardous trees were removed, and 101,210 tons of debris was managed by Ceres.
- **Oregon Wildfire Recovery 2021 – 2022.** Quality Control for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County. 22,311 trees were removed.
- **California Wildfires – Camp Fire, Butte County 2020.** Quality Control for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Houston, TX 2019 – 2020**. General Superintendent/Manager overseeing the construction of multiple detention/retention ponds. Responsible for coordinating and managing subs, ordering materials, tracking costs, scheduling equipment and keeping good relations with clients.
- **Louisiana Civil Construction 2017 – 2019**. General Superintendent/Manager overseeing multiple projects ranging from DOTD work installing median cable barriers, new streets, pedestrian bridges, street improvements, highway improvements, new building sites and parking lots for the cities within LA.
- **Miami-Dade County, FL C-111 Detention Pond 2016 – 2017**. General Superintendent/Manager responsible for coordinating and managing subs, ordering materials, tracking cost, scheduling equipment and keeping good relations with clients.
- **Louisiana Levee Construction 2013 – 2016**. General Superintendent for Terrebonne levee projects, overseeing five levee projects over $45 million – responsible for coordinating managing subs, ordering materials, tracking cost, scheduling equipment and quality control.
- **Hurricane Isaac 2012**. Area Manager for ROE and PPDR projects in St. Bernard Parish, LA.
- **Mountrail County, ND April – October 2012**. Project Manager for Palermo Road grading, aggregate surfacing, signing and incidentals.
- **Minot, North Dakota Flood Recovery 2011**. Project Superintendent/Manager: supervised Levee breach repair - responsible for coordinating with USACE, scheduling work, resourcing labor and equipment.
- **Minot, North Dakota Flood Recovery 2011**. Project Superintendent/Manager: supervised Emergency levee removal in Minot, Sawyer, and Burlington - responsible for lining sub-contractors up, made sure they complied. Finished job ahead of schedule.
- **Alabama Tornadoes 2011**. Quality Control for USACE ROE Debris Removal project in Lawrence and Limestone Counties, Alabama.
- **Alabama Tornadoes 2011**. Project Superintendent for Jefferson County, Alabama. Assisted with management of removal and reduction of over 1 million cubic yards of tornado debris.
- **Birdland Park Levee Improvements**. Surveyor, Des Moines Iowa, Survey site, built 3D tin surfaces for the Project, set up GPS equipment
- **Little Calumet River Flood Prevention Project**. Surveyor/Superintendent, Indiana, Survey site, set up GPS equipment, built 3D tin surfaces for project and supervised the construction of the concrete retaining wall
- **Puerto Rico Rio Fajardo Flood Control Project**. Surveyor. Responsible for layouts, constructing

jobs from data input, building 3D surface tins, designing a 60-acre Mitigation flood plain for Mangrove Trees, and Cross section with quantity reports.

- **Nassau Drive Subdivision and Drainage Work**. Supervised layout and grade control.
- **Hurricane Katrina 2005 – 2007**. Private Property Debris Removal project, New Orleans LA: Field Supervisor. Responsibilities included crew supervision, production and quality, scheduling and crew assignments, PPDR site inspections, enforcement of safety and quality standards, and documentation and record keeping. Levee reconstruction projects in Plaquemines Parish, LA: Site Superintendent. Responsible for crew supervision, compliance with project and USACE safety requirements, production quality, and equipment operations and maintenance, daily reports and inspections, and oversight of survey teams. Emergency levee repair project, St. Bernard Parish, LA: Site Superintendent. Site Superintendent, Lafreniere Park Restoration project, Metairie, LA Site Superintendent, Caminada Restoration Project, Grand Isle LA. Restoration included proper capping of the entire site to meet local landfill requirements. Demolition Project, Hurricane Katrina response mission: Field Supervisor. Responsible for management of demolition crews, including subcontract crews, and conformance to strict company and USACE protocol specific to emergency demolition operations.

**EDUCATION/CERTIFICATIONS**

- OSHA 10-hour safety training
- CPR First Aid Certified

## Patricia Deville, Project Superintendent

Ms. Deville has over 20 years of supervisory experience in the construction field including personnel and subcontractor management, agricultural recycling operations, debris management, yard waste processing, landfill restoration/cover, and new civil construction. Ms. Deville also has experience operating heavy equipment, logging, and grinding equipment. Her management duties as a Site Superintendent include supervision of material receipts, production and sales; maintenance scheduling; crew and production scheduling; production operations; cost control and reduction; and enforcement of site safety requirements. Her experience managing debris removal operations for Hurricanes Frances, Jeanne, Katrina, Ike, Gustav, the Ice Storm of 2009 in Kentucky and several Civil Construction Projects makes Ms. Deville an invaluable resource to Ceres in performance of contract and emergency debris removal operations and civil construction.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024 – Current**. Project Superintendent responsible for emergency disaster debris removal, reduction and disposal in Sarasota County, FL.
- **New Mexico DOT Fire and Flood Recovery 2023.** Superintendent for New Mexico Department of Transportation providing Hazardous Debris Removal and Remediation oversite. Over 18,000 Hazardous trees were removed, and 101,210 tons of debris was managed by Ceres.
- **Hurricane Laura 2020 – 2021.** Project Manager in Cameron Parish, LA for the collection, reduction, and disposal of Hurricane Laura generated debris. Over 1,150,000 cubic yards of debris were removed.
- **HCFCD Aldine-Westfield Stormwater Detention Basin 2019.** Project Superintendent and QC for building substantial drainage systems and excavating a flood control basin in Harris County, TX.
- **Hurricane Maria St. Croix, VI- 2018 – 2019.** Project Superintendent for Debris Management Site segregating debris for proper recycling and removal.
- **USACE - Central Everglades Reservoir Project 2017 – 2018.** Project Superintendent and QC building reservoir levees in the Everglades of Florida.
- **Hurricane Matthew 2016.** Project Superintendent for Indian River County, FL for contract activation. Ceres removed nearly 100,000 CY of vegetative debris from the County rights-of-way. Worked with local officials and managed all debris removal and recycling of storm related debris.
- **Morganza to the Gulf Levee System 2013** – **2017.** Project Superintendent and QC for Levee's Reach F, Reach E, and Supervised 5 Excavation Pits for 5 Levees total excavating roughly 4 million CY dirt between all projects.
- **Hurricane Isaac 2012.** Project Superintendent for the City of Kenner. Ceres removed almost 54,000 CY of vegetative and C&D debris, including bagged mixed debris, from the City rights-of-way in three weeks.
- **Haiti Earthquake 2010 – 2012**. Acting as Project Superintendent for Truitier Landfill Debris Site Management Project in Port-au-Prince, Haiti for the Haitian Ministry of Public Works.
- **Ice Storms 2009**. Debris Removal Project Superintendent - worked with local officials and managed subcontractors for the 2009 Ice Storm in Hardin County, KY.
- **Hurricane Gustav 2008**. Debris Removal Project Superintendent - worked with local officials and managed subcontractors in East Baton Rouge, LA.
- **Hurricane Ike 2008**. Debris Removal Project Superintendent - worked in coordination with the USACE for TXDOT Emergency Road Clearance in the City of Kemah and Chambers County, TX.
- **Hurricane Katrina 2005 – 2007**. Field Supervisor in coordination with the U.S. Army Corps of Engineers in Livingston and Jefferson Parish, LA.
- **Hurricanes Frances and Jeanne 2004 – 2005**. Field Supervisor for SWA debris removal in Palm Beach County, FL.
- **Site Supervisor 2002 – 2006**. Supervision of receipt of recyclable materials, heavy equipment operations, grinder operation, researching and allocating future revenues, soil testing and compliance with outside agencies, maintaining product quality and overseeing proper ratios of soil mix recipe's, contaminant identification and segregation, and supervision of production and sales. Duties also included scheduling and completion of preventative maintenance for equipment; managing site personnel and scheduling work tasks; provision of weekly safety training for site personnel and enforcement of site safety requirements; and daily production reporting.

- **Assistant Manager 1999 – 2002**. Supervision of receipt of recyclable materials, contaminant identification and segregation, heavy equipment operator, scheduling and dispatching outgoing mulch sales, inventory and ordering supplies, documentation of equipment maintenance, parts, fuel usage, and daily sales. Performed land-clearing operations including operation of CAT 330 and 320 excavators, D6 dozer, IT-38-wheel loader/grapple with root rake, and log skidder equipment. Responsible for operating various equipment to clear sites in preparation for dirt construction, reading blueprints and determining which trees were to be felled and burned, chipped, or logged based on contract and print requirements, assisted heavy hauler driver in loading and unloading various types of heavy equipment onto a low boy. Responsible for the operation and maintenance of a horizontal grinder at a grinding site. Maintained and operated equipment, managed quality of material receipts and identified/removed contaminants, managed production rates and finished product quality.

**CERTIFICATIONS/TRAINING**

- Hazardous Materials Awareness (8-hour course)
- 40 Hour HAZWOPER Certification
- FEMA certified NIMS IS-100, IS-200, ICS 300, ICS 400, & IS-700
- OSHA 10
- CPR/First Aid
- Fire Prevention and Protection, Emergency Response
- Ceres Authorized Equipment Operator (all); Grinder Operator (horizontal and tub)
- ATTSA Traffic Control Supervisor – CA Specific
- ATTSA Traffic Control Technician – CA Specific

## Chad Dorsey, Project Superintendent/Planning Chief

Mr. Dorsey is a self-motivated, results-driven individual who seeks opportunities for growth and knowledge. He joined the Ceres team working in quality control and quickly worked his way to becoming a Project Superintendent/Planning Chief. Prior to working at Ceres, Mr. Dorsey was a reliable police officer for over 20 years which helped sharpen his leadership and communication skills. Mr. Dorsey demonstrates those skills daily and one of his roles included training others. Mr. Dorsey's other responsibilities include, but are not limited to, preparing daily progress reports, creating and coordinating work schedules, communicating with current clients, ordering the appropriate tools and materials, and resolving any issues that may arise.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton, 2024 – Current.** Project Superintendent responsible for emergency debris removal, reduction and disposal in Holmes Beach, FL.
- **NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery. September 2022-November 2023.** Project Superintendent/Planning Chief in San Miguel County and Mora County for hazard tree, flood, and fire debris removal. Over 90,000 tons of sediment and debris, 18,000 hazard trees and hazardous materials removed from private residences.
- **Hurricane Ian 2022.** Project Superintendent/Planning Chief in Cape Coral, FL and Arcadia, FL for emergency debris removal following a 2022 hurricane.
- **Cedar Rapids, IA Derecho 2022.** Project Superintendent/Planning Chief overseeing operations for collection, reduction, and disposal of debris.
- **Hurricane Ida 2021.** Project Superintendent/Planning Chief for debris removal in Mandeville, LA.
- **Winter Storm Uri 2021.** Project Superintendent/Planning Chief in Pearland, TX and Nacogdoches, TX for debris removal operations following an ice storm.
- **Oklahoma Ice Strom 2020.** Project Superintendent in El Reno, OK for the collection, reduction, and disposal of ice storm generated debris.
- **Hurricanes Laura and Delta 2020.** Project Superintendent/Planning Chief in Allen Parish, LA and St. Martins Parish, LA following Hurricanes Laura and Delta.
- **Hurricane Hanna 2020.** Truck boss in Edinburgh TX following a hurricane.
- **Laurel, Mississippi 2020.** Truck boss following a tornado.
- **Hamilton County, TN Tornado 2020.** Truck boss following a Tennessee tornado in 2020.
- **Bahamas September 2019-2020.** Project Superintendent for debris removal following Hurricane Dorian.
- **Hurricane Michael 2019.** Started work in quality control and was later promoted to truck boss.
- **Law Enforcement 1998 – 2018.** Maintained a clear understanding of and enforce the laws of the State of Georgia. Responsibilities and skills included conflict resolution/de-escalation, courtroom testimony, investigations, emergency vehicles operations and control.

**EDUCATION/CERTIFICATIONS**

- Certified Police Officer, Investigations, Interviews and, Supervision, Georgia Public Safety Training Center
- OSHA 30 and HAZWOPER certified
- Class A CDL

## Domenick Fazio, Project Superintendent

Mr. Domenick Fazio has over 10 years of direct disaster response and management experience. Since 2013, he has been actively involved in responding to major storm and disaster events across the United States, including in Georgia, Texas, Florida, Vermont, and the U.S. Virgin Islands. In his role as Project Superintendent for Ceres, Mr. Fazio oversees and coordinates storm debris removal and disposal crews for large-scale recovery projects. His responsibilities include maintaining contract schedules, dispatching subcontractors, enforcing safety protocols on-site, and serving as a key liaison between clients and monitoring agencies.

**PROFESSIONAL EXPERIENCE**

**Ceres Environmental Services, Inc. 2016 - Current**

- **Hurricane Helene 2024.** Superintendent for Augusta-Richmond, GA, responsible for emergency debris removal, reduction, and disposal.
- **Texas Tornado 2024.** Project Superintendent for the debris collection and disposal for Morgan's Point Resort following a tornado.
- **Winter Storm Mara 2023.** Project Superintendent for debris removal and disposal in Williamson County, TX following Winter Storm Mara.
- **Hurricane Ian – Vacant Lot Removal 2023**. Project Superintendent for debris removal and disposal in Cape Coral, FL. Specifically oversaw the private property debris removal from vacant lots from October 2023 to April 2024.
- **Great Vermont Flood 2023**. Project Superintendent in the State of Vermont for the collection, reduction, and disposal of flood debris.
- **Hurricane Ian 2022**. Project Superintendent on multiple Florida projects following Hurricane Ian.
- **Hurricane Ida 2021.** Project Superintendent on multiple Louisiana projects following Hurricane Ida.
- **Hurricane Michael 2018.** Project Superintendent for Glynn County, GA following Hurricane Michael. Over 440,000 CY of storm debris was managed.
- **Hurricanes Irma and Maria 2017.** Project Superintendent for all 3 main islands in the US Virgin Islands following Hurricanes Irma and Maria. Over 1,000,000 CY of storm debris was managed.
- **Hurricane Matthew 2016.** Project Superintendent for Beaufort County, SC following Hurricane Matthew. Over 1.6 Million CY of debris was removed, hauled, reduced, and disposed of.

**D&J Wholesale 2013 - 2015**

Owned and operated a grinding company. Performed debris reduction for regular and emergency work.

**Mountain Mulch 2009 - 2013**

Worked as a grinder for Mountain Mulch. Daily activities included machine set up, machines feeding (woody materials), monitored operations, maintained and repaired equipment, and managed the grinder output.

## Bryan S. Fike, National Client Services Manager

Mr. Fike possesses more than 30 years of disaster response, recovery, incident command, and command center operations experience, including as a first responder during Hurricane Andrew's devastating impact on South Florida in 1992. His life of public service began as a firefighter in 1984 and was followed by a career in law enforcement from which he retired in 2004. Over the past 19 years, Mr. Fike has managed recovery efforts for many of the largest and most destructive events to ever impact the United States, by coordinating and overseeing large scale disaster debris removal/recovery operations, supervising debris monitoring programs, and spearheading specialized debris programs, as well as short- and long-term recovery programs for impacted communities across the country.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024.** Providing senior oversight/administration coordinating with clients for disaster debris removal projects in Florida jurisdictions following Hurricanes Helene and Milton.
- **Hurricane Debby 2024.** Provided senior oversight/administration and coordinated with clients for debris removal projects in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl 2024.** Provided senior oversight/administration and coordinated with clients for debris removal projects in Texas following Hurricane Beryl.
- **Hurricane Idalia 2023.** Provided senior oversight/administration over debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Hurricane Ian 2022**. Provided senior oversight/administration over multiple jurisdiction debris removal and disaster recovery activations in Southwest and South-Central Florida.
- **Hurricane Sally 2020**. Provided senior oversight/administration over disaster recovery programs in Northwest Florida and Southeast Alabama
- **Hurricanes Irma, Harvey, Maria 2017-2018**. Served in client services/senior operations oversight role, taking part in every facet of these historic response and recovery programs, which spanned multiple states, and the Caribbean Islands.
- **Hurricanes Matthew and Hermine 2016-2017** - Managed multiple jurisdiction debris removal contract activations on the eastern and western coasts of Florida.
- **South Carolina Ice Storms 2014** - Debris removal program leadership and guidance provided.
- **Hurricane Isaac 2012** – Provided senior project management and leadership in jurisdictions in and around New Orleans and the Louisiana Gulf Coast
- **Winter Storm Alfred 2011** – Provided management and leadership on a 22 City debris removal activation throughout the State of Connecticut
- **Hurricane Irene 2011** - Provided management and leadership on a multi-jurisdictional debris removal activation throughout the States of Virginia and North Carolina
- **Gulf Coast BP Oil Spill Recovery Programs 2010** – Program leadership and development.
- **State of Arkansas 2010** – Senior debris removal/recovery management and leadership following historic ice event statewide.
- **Washington Floods, 2009**. Program Management. Designed one of a kind local resident disposal program.
- **Oklahoma Ice Storms 2008** – Led debris removal recovery programs as operational lead in east central Oklahoma.
- **Georgia Tornado 2008** – Provided debris removal and leadership in Macon, GA
- **Iowa Flooding 2008** – Provided debris removal management in the wake of this historic event. 4,000 homes/3,000 businesses destroyed.
- **Hurricane Ike 2008-2009**. Houston- Galveston Theatre of Operations – Provided senior leadership and client services to 37 Cities & Counties in the wake of this historic hurricane.
- **Hurricane Gustav 2008** – Led disaster debris recovery mission in southeast Louisiana in the wake of this large-scale event.
- **Missouri/Oklahoma Ice Storms 2007** – Managed debris programs in Springfield, MO/Tulsa, Muskogee, and Checotah, OK.
- **Hurricane Katrina 2005/2006** – Served as senior project manager for debris removal operations on the Mississippi gulf coast for more than a year in the wake of this catastrophic event.
- **Hurricane Wilma 2005** – Served as debris recovery operations lead in Southwest Florida

- **Hurricanes Charley, Frances, Ivan, Jean 2004** – Served in a variety of roles from entry level to operations lead throughout this year of unprecedented storm activity.

**EDUCATION/CERTIFICATIONS**

- Bachelor of Science – Political Science, University of North Florida 1990
- State of Florida Certified – Law Enforcement Officer / Firefighter / EMT
- State of Florida, Incident Command Center Operations and Communication
- IS630 - Introduction to the Public Assistance Process
- IS631 - Public Assistance I & II
- IS632 - Debris Operations in FEMA's PA Program
- IS393 - Introduction to Hazard Mitigation
- IS547 - Continuity of Operations
- IS325 - Earthquake Basics: Science, Risk, and Mitigation
- IS0253 - Environment & Historic Preservation
- IS0022 - Citizen Preparedness
- NIMS IS-700 - National Incident Management System
- NIMS IS-800 - National Response Framework
- Asbestos Disposal Training: Type 1, 2, 3

**AWARDED MEDALS FOR:**

- Meritorious Service
- Lifesaving on two occasions
- Outstanding Scholastic Achievement in the Police Academy

## Michael Hansen, Resources Manager

Mr. Hansen brings over 25 years of resources management to Ceres. Mr. Hansen has been instrumental in debris and construction projects, providing support in operations, logistics, safety, heavy equipment, ground equipment and purchasing. In addition to logistics and resources management to emergency response projects, he oversees the day-to-day management and maintenance of office equipment, safety equipment, mechanical equipment, heavy equipment, electronic equipment, and fleet vehicles.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Beryl, Debby, Helene and Milton 2024.** Operations and Logistics Manager for shipping supplies and equipment for debris removal in Texas, Florida and Georgia following the 2024 Hurricanes.
- **Hurricane Idalia 2023.** Operations and Logistics Manager for shipping supplies and equipment for debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Hurricanes Ian and Nicole 2022.** Operations and Logistics Manager for shipping supplies and equipment over 20 Florida jurisdictions.
- **Hurricane Ida 2021** Operations and Logistics Manager for shipping supplies and equipment to 14 Louisiana jurisdictions.
- **Bahamas 2020.** Operations and Logistics Manager for shipping supplies and equipment for debris removal from public and private property.
- **California Wildfires and Camp Fire, Butte County 2018-2019**, Operations and Logistics Manager for CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire in 2018 and the USACE Northern California Wildfires project in 2017.
- **Hurricanes Michael and Florence 2018 – 2019,** Operations and Logistics Manager for shipping supplies and equipment for disaster recovery in over 13 Georgia Counties, North and South Carolina and Florida.
- **Hurricane Harvey, Irma, and Maria 2017.** Operations and Logistics Manager for shipping supplies and equipment for three project recovery projects.
- **Sink Hole, Land O Lakes, FL 2017,** Operations and Logistics Manager for shipping supplies and equipment for Pasco County. 150,734 cubic yards of debris were removed.
- **Hurricanes Hermine and Matthew 2016.** Operations and Logistics Manager for shipping supplies and equipment.
- **Livingston Parish Waterway Cleanup 2015**, Operations and Logistics Manager for response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Hurricane Sandy, Isaac; Winter Storm Pax and Alfred 2011 — 2014**, Operations and Logistics Manager for shipping supplies and equipment for major disaster recovery projects.
- **North Dakota Flood Recovery 2011,** Operations and Logistics Manager for shipping supplies and equipment for three flood recovery projects.
- **Hurricane Irene 2011,** Operations and Logistics Manager for shipping supplies and equipment for two hurricane recovery projects.
- **Alabama and Mississippi Tornadoes April 2011**, Operations and Logistics Manager for shipping supplies and equipment to and between four projects.
- **New Zealand Earthquake 2011 – 2012,** Logistics Manager in charge for shipping supplies and equipment for operations in New Zealand.
- **Haiti Earthquake 2010 - 2013**, Logistics Manager in charge of shipping supplies and equipment for operations in Haiti.
- **Ice Storm 2009**, Operations and Logistics Management and support for debris removal and disposal from county rights-of-ways in Kentucky
- **Hurricane Ike 2008**, Operations and Resources Management for debris removal and disposal for 11 different locations; Logistics management of positioning, establishing and set up of field offices in Texas
- **Hurricane Gustav 2008, Resources and Operations Management** for debris removal and disposal in Louisiana; Positioned, located, and set up of field offices including maintenance
- **Hurricane Dolly 2008**, Operations, Logistics, and Resources Management and support providing critical resources such as equipment, personnel, office equipment, and networks to debris removal and disposal in Texas

- **Iowa Flood 2008**, Project Administrative and Operations support for debris removal due to Cedar River flooding in Iowa
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007**, Operations, Logistics and Resources management to Floodway Control project in Puerto Rico including shipping and receiving equipment
- **Ice Storm 2007**, Operations and Resources Management to debris removal in response to Winter Ice Storm in Oklahoma
- **Hurricane Katrina 2005**, Operations and Logistics Management support to debris removal, processing, and disposal operations of over 13 million cubic yards of storm debris in Louisiana
- **U.S. Coast Guard**, Auxiliary Service Engineer, EMT, Fuel/Oil & Water Engineer, and Machinery Technician. Responsibility of mechanical engineer on station and watercraft providing oversight to engines, boilers, generators, propulsion units, HVAC units, watercraft and aircraft refueling

**EDUCATION/CERTIFICATIONS**

- Forestry, Biology, and Business Management, Northland College, Wisconsin.
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, IS-700
- USACE CQM certified
- OSHA 10 Hour Construction Safety & Health
- First Aid/CPR certified

## Bobby Harrell, EHS Manager

Mr. Harrell has more than 25 years of successful safety, fire, and medical project management leadership. Mr. Harrell holds multiple NWCG, FEMA, OSHA, Fire and Medical certifications.

**PROFESSIONAL EXPERIENCE**

- **Ceres Environmental Services, Inc. 2022 – Current.**
  - **Hurricane Helene 2024 – Current**. Project Safety Manager for multiple emergency debris removal projects in Georgia.
  - **Hurricane Idalia 2023.** Project Safety Manager for emergency debris operations in Taylor County.
  - **Hurricane Ian 2022.** Project Safety Manager for emergency debris operations for FDOT in Charlotte County, Collier County, Hendry County, Lee County, Manatee County, and Sarasota County.
- **Department of Homeland Security 2021 – 2022.** Transportation Security Officer.
- **Compliance Solutions 2019 – 2021.** Instructor providing accredited safety training such as: HAZWOPER 40, 24, & 8; OSHA 10, 30; Confined Space; DOT Hazardous Materials; EPA Hazardous Waste Management; Emergency Response 1, 2, & 3; and Emergency Incident Commander.
- **Ceres Environmental Services, Inc. 2018 – 2019**. Chief Safety Manager for 13 counties in Georgia on the Hurricane Michael USACE ACI Debris Project.
- **Liberty Lift Solutions.** Corporate Safety Manager- administered OSHA and DOT compliance programs, conducted safety audits, incident investigation and drug & alcohol testing, conducted all safety training across the organization, Managed EHS data for ISNetworld, Avetta, PEC SSQ Systems.
- **InnoSpec Oil Field Services 2017 – 2018**. Frac Assistant/Safety Collection and management of all chemical data and safety audits.
- **Transwood Inc. 2017.** Safety/Sand Coordinator- Ensured safety & DOT compliance, all employee safety training. Incident investigation and drug and alcohol testing.
- **Lehoski Welding 2015 – 2016**. Safety Manager / PEC Instructor-Conducted all new hire orientation, PEC and field safety training, composed safety policies and procedures, Conducted safety audits, incident investigation and drug & alcohol testing, Managed EHS data for ISNetworld.
- **L&P Pipeline and Construction 2014 – 2015**. Safety Coordinator /Safety *& PEC Instructor*-In charge of all new hire orientation including drug testing, DOT, field safety audits, Incident investigation.
- **Big Star Crude 2013 – 2014**. Safety Adviser / Asst. Terminal Manager- All new hire orientation, drug testing, DOT, field safety audits, managed all billing of the clients and drivers, all DOT inspections, Performed accident, injury investigations and safety audits.
- **Safety Medics 2012 – 2013**. Safety Inspector-Safety audits of large oil field construction sites, pipeline construction and drilling rigs. Performed accident and injury investigations.
- **Sierra Industries 2011 – 2012.** Fire Chief / Safety / Training-Army UC-35 project in charge of DCMA audits airport safety and training including all fire calls and emergency issues, New hire orientations training for employees, drug testing and wrote all safety policy and procedures for company-wide programs.
- **Pinkerton Government Services 2010 – 2011.** Shift Fire Captain- In charge of all fire and medical calls on shift at Sikorsky Helicopter Facility.
- **Smirfit Stone Paper Mill 2007-2010.** Safety and Medic Cared for all employees' injuries, Performed safety audits in the mill.
- **Gulf Coast State College 2004-2008.** Adjunct Instructor Courses for Fire, Paramedic, Emergency Medical Technicians and Hazardous Materials.
- **Bay Medical Center 2001-2009.** EMT, Paramedic – Took emergency calls county wide transported to hospital.
- **Bay County Fire Rescue 1994-2009.** Battalion Captain EMT-P- Supervised 40 Officers and fighters, All fleet maintenance, Fire Department Training, Safety Officer, Hazardous Materials Officer and Medical Officer.

**EDUCATION/CERTIFICATIONS**

- **Certified Occupational Safety and Health Officer (CSHO I & II)** – TEEX Estimated Date: Dec 2019
- **NWCG** qualified S-131, S-190, S-205, S-215
- **FEMA** certified ICS-100, ICS-200, ICS-300, IS-00005.a, IS-00035.18, IS-100, IS-200, IS-244, IS-315, IS-317, IS-340, IS-346, IS-700, IS-800, IS-804, IS-907, IS-1900
- **OSHA**- 501,511, 2055, 2225, 3015, 3115, 7205, 7505
- OSHA Outreach Instructor
- Medic First Aid CPT Instructor

## Tammy Hunt, Project Superintendent

Tammy Hunt comes from a diverse background with experience in multiple fields, including health, safety and environmental management, quality control, logistics, hazardous material remediation management, training management, resource procurement, risk management, technical writing, EPA/Coast Guard/DOT/OSHA compliance management, disaster debris monitoring, and disaster debris response management. Ms. Hunt has experience in multiple disaster debris disposal projects. Her responsibilities included but were not limited to scheduling, dispatch of subcontractors, and liaising with clients and monitoring agencies.

**PROFESSIONAL EXPERIENCE**

- **Cameron Parish PPDR Program 2022.** Project Superintendent for private property debris removal.
- **Hurricane Ida 2021.** Superintendent for New Orleans disaster debris removal as well as the removal of municipal solid waste resulting from Hurricane Ida. Identified opportunities and resources required to meet project goals and deadlines. Achieved project deadlines by coordinating with subcontractors and the monitoring firm. Scheduled daily work for each subcontractor and communicated that work to all required parties to ensure a smooth and efficient workflow. Drove team success through shared vision and recognition of quality performance.
- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Division Supervisor for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017. Duties included coordinating with CALFire, CalRecycle, multiple subcontractors and the monitoring firm to successfully locate, cut and dispose of hazardous trees that were damaged in the Paradise fire. Worked within the Incident Command System to communicate goals, achievements and opportunities for improvement. Conducted safe operations in highly hazardous terrain and conditions.
- **Hurricane Zeta 2020.** Assistant Superintendent for the disaster debris removal for the City of New Orleans following Hurricane Zeta. Over 60,000 cubic yards of debris were removed.
- **Hurricanes Laura and Delta 2020.** Debris monitoring technician in Allen Parish, LA. Duties included monitoring and documenting the cutting, collection, and disposal of debris according to FEMA guidelines. Over 550,000 cubic yards of debris were removed.
- **Safety Manager of Central Crude, LA Tank and CC-Utica 2014-2020.** Responsible for all aspects of safety, training, DOT, EPA, Coast Guard and OSHA compliance for these companies whose services included the drilling, storage, gathering, and transportation of crude oil and natural gas across the southern unites states. Created and implemented Health and Safety Plan as well as DOT required equipment maintenance plans. Participated in annual and unannounced Coast Guard drills, as well as OSHA, Workforce Commission and EPA audits. Maintained Class A CDL with HAZMAT license as well as TWIC Certification.
- **Safety, Health, Environmental and Security (SHES) Manager of Aqua Drill International 2013-2014.** Assigned to the Barzan Onshore Project in Ras Laffan, Qatar during the pre-planning and project initiation stages for the new GTL plant. Duties included composing safety plan and procedures for the 12-month,10-million-dollar project, developing and implementing a comprehensive training plan for all incoming international employees and communicated with a multi-national site management team regarding all health and safety issues. Successes included a completed Readiness Review Audit and the closing of all gaps from the resulting Gap Analysis review, as well as 12 months with no lost time injuries. Ms. Hunt received a Letter of Commendation from JGC site management for creating an incident and injury free safety culture.
- **Project Manager of Conco Industrial Services 2010-2013.** Provided operations leadership for the organization, managing job planning, field supervision, equipment procurement and maintenance as well as quality control. Analyzed future job sites to identify and mitigate areas of concern for employee safety. Supervised crews at large-scale turnarounds in chemical and oil plants, completing critical path units ahead of schedule to satisfy customer requirements. Successes included reorganizing pre-job planning and equipment preparation and maintenance resulting in a significant increase in job success and customer satisfaction and retention, as well as organizing on the job training and safety meetings to promote a shift in the safety culture, resulting in zero lost time injuries for two straight years.

- **Operator/Emergency Response/Industrial Firefighter/ESH Specialist for Solutia Chemical Plant 1999-2009.** Served as the Operator/Safety Specialist in methionine and acrylonitrile production units. Responsibilities of this job included maintenance, job safety analysis, permitting (lockout-tagout, hot work, confined space, excavation and working from heights), leak detection and repair, and hazardous materials prevention and control. Job duties also included being a Certified Industrial Firefighter with annual training at the CERTC training facility at Texas A&M University in College Station, Texas as well as maintaining certifications as a Nationally Registered EMT-Intermediate, HAZMAT Technician, high angle and confined space rescue and CPR/First Aid certifications.

**EDUCATION/CERTIFICATIONS**

- Emergency Management Institute
  - FEMA IS -0230.d Fundamentals of Emergency Management
  - FEMA IS -00632.a Introduction to Debris Operations
  - FEMA Introduction to the National Incident Command System
    - IS-00100.c
    - IS-00700.b
  - FEMA IS -00907 Active Shooter: What Can You Do
  - FEMA IS 10.A Animals in Disasters: Awareness and Preparedness
- OSHA General Industry-30 Hour
- OSHA General Industry- 10 Hour
- Red Cross First Aid/CPR/AED Certified
- HAZWOPER 40 Hour with 8-hour Refresher
- Current Class A CDL with HAZMAT Endorsement
- Pro-Board-Certified Industrial Firefighter-Advanced Exterior-Texas A&M College Station
- COSS-Certified Occupational Safety Specialist
- National Association of Safety Specialists-Environmental, Health and Safety Specialist
- NCCER-CSST-Construction Site Safety Technician
- NCCER-Construction Site Safety Supervisor
- NCCER- Field Safety Technician
- PEC-SafeLand USA 2015-Current
- SHE&S (Safety, Health, Environmental & Security) Supervisor Leadership Skills Program
- OSHAcademy 900-Oil and Gas Safety Management Certificate
- OSHAcademy 904-Oil and Gas Well Inspection Certificate
- U.S. Army 5th Infantry Division – Signal Corps – Honorably Discharged
- US Army Corps of Engineers (USACE) – CQM Certified
- APMP Bid and Proposal Writing Certified

## Kerry Kennedy, Management Oversight/Client Services Manager

Mr. Kennedy has a combined 38 years of Government and Civilian Project Management experience including 34 years with the US Army Corps of Engineers. Mr. Kennedy has served in numerous militaries, environmental, disaster response, civil work project roles of varying sizes and scopes. While with the U.S. Army Corps of Engineers, Mr. Kennedy worked on both operational and planning sides of disasters and deployments. While serving as a USACE Liaison Officer and Contingency Planner to a US Combatant Command, Mr. Kennedy was instrumental to the planning involved in both natural and manmade disasters around the world. His planning in that role included FEMA support. Mr. Kennedy has also served as an Operations Manager multiple times, managing multiple budgets, schedules, plans and procurement strategies for numerous projects simultaneously. Under his role as Regional Client Services Director for the east coast, he regularly meets with clients to assist with general inquires and to provide pre-event training to help them prepare for disasters.

**PROFESSIONAL EXPERIENCE**

- **2022 – Current. Regional Client Services Director – U.S. East Coast** Responsibilities include annual pre-event client training and management oversight of emergency debris removal projects.
- **Puerto Rico Private Property Debris Removal 2022.** Project Manager for the private property debris removal project in Puerto Rico.
- **California Wildfires – Camp Fire, Butte County 2019-2021.** Operations Manager for hauling and disposal of debris generated by the wildfire in North-Central California in 2018, the largest debris mission in California in more than 100 years. As OM, he ensured that required planning was performed and submittals to CalRecycle were completed. 768,558 tons of debris were removed.
- **Hurricane Florence 2018.** Operations Manager for North and South Carolina, managing multiple city and county contracts for clean-up of storm and flood debris generated by Hurricane Florence in September 2018. This included a contact for the Georgia Department of Agriculture for poultry remediation.
- **Hurricane Michael 2018.** Area Manager for four (4) counties in southern Georgia impacted by the hurricane, managing the contracts as part of the USACE ACI SAD contract activation.
- **California Wildfires – Northern California; Lake, Mendocino, and Napa Counties 2018.** Operations Manager for USACE hauling and disposal of debris generated by the 2017 wildfires in three (3) counties in Northern California.
- **Hurricanes Irma & Maria 2017.** Project Manager in the U.S. Virgin Islands (USACE ACI project), managing multiple task orders assigned by USACE to remove and haul storm debris from the two Category 5 Hurricanes.
- **Project/Program Manager, City of Virginia Beach, 2016 – 2017**. Project Manager within the Coastal Engineering section of Public Works. Conducted public meetings and briefings, working closely with community leaders.
- **Project/Program Manager, Norfolk District, USACE, April 2015 – June 2016.** Managed civil and military projects.
- **Senior Exercise/Contingency Planner/Liaison Officer, US Army Corps of Engineers, November 2001 – January 2014.** Coordinated and informed the USACE Operations Center staff/other USACE elements on impact on current and planned joint operations developments, exercises, and experiments. Coordinated USACE team and personnel movements in support of military operations in Iraq and Afghanistan.
- **Civil and Environmental Engineer, US Army Corps of Engineers, June 1992 – May 2001**. Environmental Project Engineer, Project/Program Manager and Contracting Officer Representative for military, environmental and special projects in the Wright-Patterson AFB Area Office which spanned a 5-state area.
- **Active-Duty Military, US Army, July 1981 – June 1992.** Various assignments in Army as well as with USACE, serving as a Project Engineer (Contracting Officer Representative) / Assistant Area Engineer for USACE in 2 districts, Louisville and Nashville.
- **US Army- Reserves, June 1992 – August 2011.** While on reserve status served various positions in Headquarters, USACE, North Atlantic Division, Great Lakes Division and South Atlantic Division.

**EDUCATION/CERTIFICATIONS**

- Professional Engineer Registration, License #66141, Jul 2001, Ohio
- Master's Degree MS, 1996, Environmental/Civil Engineering, University of California at Los Angeles, GPA 3.5, Total Semester Credit Hours earned: 52,
- Bachelor of Science, 1981, Civil Engineering, University of Texas at Arlington, GPA 3.0,
- AA, General, 1979, Kemper Military College, GPA 3.7, Total Semester Credit Hours earned: 83
- Mascoutah High School, 1977
- Risk Management, Dec 15
- Scheduling & Cost Control, March 16
- National Disaster Recovery Framework, Jan 15
- IS-2900, NDRF, Jan 15
- PL 84-99 Basic Course, Jan 15
- Continuing Authorities Program, Apr 14
- Defense Support to Civil Authorities Oct 11
- IS-800.b - National Response Framework, An Introduction, Nov 10
- J3SN-US613 National Security Objectives, Structures and Processes: An Intro Oct 10
- IS-230-Principles of Emergency Management, 08
- IS-701a-National Incident Mgt System Multi-Agency Coordination System, Nov 06
- IS-100-Introduction to the Incident Command System, Jun 05
- IS-200-Basic Incident Command System for Federal Disaster Workers, Jun 05
- IS-800-National Incident Management System (NIMS), An Introduction, Jun 05
- Homeland Security Planners Course, Jun 04
- FEMA Debris Management Course, FEMA, May 00
- Radiological Safety Course, USACE, Jul 98
- Hazardous Waste Manifesting, USACE, Jun 98
- Advanced Emergency Management (Readiness) Course, USACE, Sep 94
- Contract Negotiating Course, USACE, Oct 84
- Cost Estimating for Modifications and Claims, USACE, Mar 84
- Contracting Officer Representative School, USACE, Jun 83
- Project Management Professional, Oct 21

## Ricardo "Ricky" Morales, Operations Manager

Mr. Morales has sixteen (16) years of experience that includes disaster debris management as well as marine debris/vessel removal. Hus experience includes responses to Hurricanes Ian, Ida, Maria, Irma and Matthew; as well as the Camp Fire debris removal project in Butte County. Mr. Morales' skills include team management, field operations, material handling expertise, production management, and managing safety standards.

**PROFESSIONAL EXPERIENCE**

- **Hurricane Helene 2024 – Current.** Operations Manager for debris management projects in Georgia following Hurricane Helene.
- **Hurricane Beryl 2024.** Operational planning and oversight for the debris management for 16 clients across Texas.
- **Hurricane Idalia 2023**. Provided logistical and operational oversight for debris removal in Florida and Georgia following a Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Hurricane Ian 2022**. DMS Manager and Operational Planner for the City of North Port debris removal project. Grinding of over 2 million cubic yards of vegetative debris.
- **Hurricane Ida 2021.** Operational planning and oversight for 14 contracts in Louisiana.
- **Tropical Storm Nicholas 2021.** Supervised management of vegetative debris in Lake Jackson, TX.
- **Routine Grinding and Mulching 2020-Current.** Manager of Operations at The Ground Up, LLC (TGU), an affiliate of Ceres Environmental Services, Inc, and a Houston-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations.
- **Camp Fire Butte County, CA 2019.** Superintendent overseeing all operations for self-performing debris removal team. Debris removal includes all vehicles, metal, ash, concrete and contaminated soil on residential properties affected by the fire.
- **Hurricane Maria 2017-2019**. Operational Planner for disaster debris removal operations in St. Croix, U.S. Virgin Islands. The project included vessel recovery and off island disposal, vegetative debris removal and grinding, C&D debris grinding, and management of debris for STEP program.
- **Hurricane Irma 2017**. Superintendent overseeing debris clean-up in Florida
- **Hurricane Matthew 2016**. DMS Manager for vegetative debris reduction of 650,000 cubic yards of debris following Hurricane Matthew in Beaufort County, SC
- **Production Superintendent, Riverside Citrus Harvesting, LLC, 2008-2017**. Managed human resources and production activities for timely project execution. Investigated potential improvements to quality, productivity and cost reduction and implemented favorable ideas.

**EDUCATION**

Nashville Auto Diesel College

**CERTIFICATIONS**

- OSHA 30 General Construction Certificate
- OSHA Excavation Certificate
- OSHA 40 HAZWOPER
- OSHA HAZWOPER Supervisor for Construction
- Workplace Harassment Prevention for Managers
- First Aid CPR AED

## Betsy Pease, Project Accountant

Ms. Pease brings years of extensive accounting management experience to her work as a project accountant on various contracts for Ceres Environmental Services, Inc. She is responsible for maintaining accounting procedures to ensure proper data tracking and correct invoicing to clients, as well as payment reconciliation with subcontractors. She oversees data entry and invoicing procedures during storm projects, as well as completing reconciliation of projects after work is accepted.

**PROFESSIONAL EXPERIENCE**

- **The Ground Up (TGU) (Ceres Affiliate) 2021.** Accountant for TGU. This business unit is a Houston-based green waste recycling company focusing on yard waste disposal, grinding, and mulching operations.
- **Soteria (Ceres affiliate) 2018 – 2021.** Accountant for global multicurrency company, responsible for AP/AR and Inventory control, Sales forecast, cash flow, and budget preparation. Account Reconciliation and VAT Tax compliance.
- **Texas Civil Construction 2017 – 2021**. Project Accountant and database supervisor for civil construction projects in Texas.
- **Hurricane Irma and Maria 2017 – 2019.** Project Accountant and database supervisor for projects in St. Croix and St. Thomas, US Virgin Islands.
- **Louisiana Levee Construction – 2013 to 2016.** Project Accountant and database supervisor for USACE levee construction projects in LA.
- **Hurricane Isaac 2012.** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Winter Storm Alfred 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **North Dakota 2011 Flood Recovery** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and client, subcontractor payments, and billings to client.
- **Hurricane Irene 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Alabama Tornadoes 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Haiti Earthquake 2010 – 2013.** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to client.
- **Ice Storms 2009**, Project Accountant managing the set-up, extraction and maintenance of databases to prepare A/R billings to clients in Kentucky; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions.
- **Hurricane Ike 2008**, Project Accountant managing design, extraction of data and maintenance of databases for multiple contracts in Texas
- **Hurricane Gustav 2008**, Project Accountant managing the set-up, extraction, and maintenance of databases to prepare A/R billings to the clients in 3 Parishes in Louisiana; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions; Liaison with Parishes and subcontractors to insure data and procedural integrity and security
- **Hurricane Dolly 2008**, Project Accountant managing the design, extraction of data and maintenance of databases to prepare A/R billings to the clients in Texas; Reconciliation of all tickets with the clients; Preparation of all subcontractor payments, reconciliation and management of accounts, management of internal audit functions.
- **Hurricane Katrina 2005**, Project Accountant managing the design, extraction of data, maintenance of databases to prepare A/R billings to the U.S. Army Corps of Engineers; Reconciliation of all payments with USACE; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions; Administrative support to project manager compiling data for submissions to USACE relating to the Hurricane Katrina service contract; Management and processing of payables for Hurricane Katrina service contract
- **Executive Analyst,** George S. May International 2003-2005, Financial Management and leadership in determining areas of weakness in accounting controls and bookkeeping.

**EDUCATION/CERTIFICATIONS**

- Business Accounting, University of Alaska
- International Business Law, Lewis & Clark College, Oregon
- Accounting Software training: Maxwell Systems and Sage Timberline Accounting
- Systems Integration training
- Fiscal Planning and Control training

## Michael (Mike) Randall, Project Manager

Mr. Mike Randall has worked on multiple multi-million-dollar contracts as a Project Manager and Project Superintendent. Mr. Randall works closely with government officials and the Army Corps of Engineers by conducting daily meetings while working on projects. Mr. Randall demonstrates strong leadership and management skills by overseeing the management of Ceres employees and subcontractors, conducting meetings where he issues daily assignments, and troubleshooting operations to ensure continuity of work between all the different State, environmental, archeological, subs and cultural groups working on our projects. Mr. Randall focuses on achieving jobs safely and on time.

**PROFESSIONAL EXPERIENCE**

- **Hurricane Helene 2024 – Current.** Project Manager responsible for emergency debris removal, reduction and disposal in Lincoln County, GA.
- **NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery. September 2022-September 2024.** Project Superintendent for hazard tree, flood, and fire debris removal. Over 90,000 tons of sediment and debris. 18,000 hazard trees and hazardous materials removed from private residences.
- **Hurricane Nicole 2022.** Project Manager for debris removal Melbourne, FL.
- **Hurricane Ian 2022.** Project Manager for disaster recovery services in Wellington, FL.
- **Oregon Wildfire Recovery 2020.** Area Branch Manager providing hazard tree removal for the Oregon Department of Transportation.
- **California Wildfire – Camp Fire, Butte County 2019-2020.** Area Manager for the campfire project in Paradise, CA. Responsible for managing 8 to 10 division supervisors and over 40 plus working crews.
- **Hurricane Michael 2018.** Project Supervisor for Jackson County, FL and Project Manager for Mitchell County, GA for emergency debris removal.
- **California Wildfires 2018.** Quality Control Manager for Napa County, CA and Redwood Valley, CA for a USACE debris removal project following the California Wildfires.
- **Hurricane Irma 2017.** Project Manager in Tampa, FL and USACE – Virgin Islands for debris removal.
- **North American Senior Benefits 2015 – 2017.** Insurance Broker responsible for scheduling sales leads and preparing and presenting presentations to clients based on their needs.
- **One Main Financial / Citi Group 2007-2015.** Branch Account Manager responsible for planning and directing the activities of workers, networking, reviewing reports, establishing relationships with clients, and providing customer service.
- **Chestatee Counseling Center 2003-2007.** Parent Aide responsible for assisting clients in completing case plans, facilitating parenting lessons, substance abuse counseling, and anger management to clients, and served as a liaison between the Department of Family and Children Services and the DFCS clients.

**EDUCATION/CERTIFICATIONS**

- Piedmont University, Bachelor of Arts – Major in Sociology and Minor in Business.
- U.S. Army Corp of Engineering construction quality management for contractors.
- OSHA 30-hour construction safety training.
- HAZWOPER 40-hour site worker training.
- Completion of numerous ICS courses (incident command system).

## Dan Selenak, Grinding Operations Manager

Mr. Selenak has over 25 years' experience in all aspects of grinder operations. He oversees the operations of all grinders, grinder support equipment, and associated personnel on a day-to-day basis. He has experience managing large-scale grinding operations, including projects that involve over 1 million cubic yards of vegetative material. Mr. Selenak ensures optimal grinding operations for all projects, including in challenging and remote situations, while maintaining quality control procedures and ensuring a safe work environment. Mr. Selenak also conducts training for Ceres' current and prospective grinder operators.

**PROFESSIONAL EXPERIENCE**

- **Ceres Environmental Services, Grinder Operations Manager, May 2022 – Current**
  - **Hurricanes Helene and Milton 2024 – Current.** Grinding Operations Manager
    - City of Tallahassee, FL
    - Columbia County, GA
    - City of Augusta, GA
  - **Hurricane Beryl 2024.** Grinding Operations Manager in the City of Houston, TX. 644,210 CY of debris reduced by grinding.
  - **TN Tornado 2024.** Grinding Operations Manager in Maury County, TN. 54,120 CY debris reduced by grinding.
  - **GA Tornado 2024.** Grinding Manager in Rockdale County, GA. 30,606 CY of debris reduced by grinding.
  - **Hurricane Idalia 2023**.
    - FDOT District 2 – Taylor County. 1,717,950 CY of debris reduced by grinding.
    - Columbia County, FL. 52,643 CY of debris reduced by grinding.
    - Glynn County, FL. 20,028 CY of debris reduced by grinding.
  - **Shreveport June Windstorm 2023**. Managed grinding operations for Shreveport, LA. 195,220 CY debris reduced by grinding.
  - **Winter Storm Mara 2023**.
    - Williamson County, TX. 96,650 CY debris reduced by grinding
    - Austin, TX. 156,861 CY debris reduced by grinding.
  - **Hurricane Ian 2022**.
    - City of Winter Park, FL. 19,772 CY debris reduced by grinding.
    - Indian River County, FL. 9,770 CY debris reduced by grinding.
    - Manatee County, FL. 134,908 CY debris reduced by grinding.
    - Seminole County, FL. 178,135 CY debris reduced by grinding.
    - Arcadia, FL. 89, 965 CY debris reduced by grinding.
    - Bradenton, FL. 34, 737 CY debris reduced by grinding.
    - Cape Coral, FL. 2,133,799 CY debris reduced by grinding.
    - Deltona, FL. 30,614 CY debris reduced by grinding.
    - Hardee County, FL. 137,146 CY debris reduced by grinding.
    - Longwood, FL. 13,347 CY debris reduced by grinding.
    - North Port, FL. 2,132,800 CY debris reduced by grinding.
    - Palmetto, FL. 26,159 CY debris reduced by grinding.
    - Sarasota County, FL. 37,417 CY debris reduced by grinding.
    - Sarasota, FL. 110,097 CY debris reduced by grinding.
- **Ceres Environmental Services, Grinder Operations Foreman, Feb 2021 – May 2022**
  - **Winter Storm Uri.** Grinding Operations foreman for Nacogdoches, TX. 1,364 hours of grinding took place.
  - **Hurricane Sally.** Grinding Operations Foreman for Santa Rosa County, FL. 375,039 CY debris reduced by grinding.
- **Ceres Environmental Services, Grinder Operator, Feb 2019 – Feb 2021**
  - **2020 Derecho.** Grinding Operator for Linn County, IA. 479,167 CY debris reduced by grinding.
- **SMSC Organic Recycling Facility, May 2011- February 2019**
  - Responsible for scheduling, operating, and managing offsite grinding and screening operations, tracking, and documenting offsite grinding and screening expenses and

revenue, coordinating weekly staff and safety meetings, overseeing daily 24/7 operations and more.

- **RW Farms LLC, March 2009 – May 2011**
  - Responsible for managing multiple compost processing facilities and mobile grinding operations, utilized screeners, grinders, and front-end loaders to process waste to be used for composting, and operated equipment used to process material such as, skid loaders, front end loaders, trommel screeners, desk screeners, horizontal grinding, tub grinders and excavators.

**Michael Smith, Project Manager, Planning Chief**

Mr. Smith is a dynamic leader with extensive experience in Safety constructions, maintaining standards in manufactured products by testing a sample of the output against the specification. Delivers excellent on and offsite program management for locations around the world while ensuring compliance with laws and regulations within guidelines. Creates industry-leading programs that deliver significant cost savings and efficiency gains while minimizing risk and liability exposure in Heavy Industrial setting. Excels in training, developing, and coaching staff in the US and globally.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton, 2024 – Current.** Area Manager overseeing all aspects of emergency debris removal, reduction and disposal in seven Florida jurisdictions, including Debary FL, Deltona FL, Lake County, FL, Longwood FL, Maitland FL, Mount Dora FL, and Ocoee FL.
- **Wildfire Fuel Reduction (WFR) Vegetation and Tree Removal Services - Orange County, CA – Caltrans 2023** Project Manager overseeing all phases of the contract. Scoped work includes Wildfire Fuel Reduction vegetation and tree removal within Caltrans ROW District 12. Additional scopes include monitoring and avoidance of cultural and environmentally sensitive areas. Responsibilities include preparatory phase oversight, subcontracts / contracts, project coordination & scheduling, daily & weekly project specific documentation, FRAP implementation to include oversight of prescription-based treatments, permitting/environmental certs, Invoicing & closeout.
- **Sacramento River Tree Removal – USACE 2023** Project Manager overseeing the felling and removal of various tree species in environmentally sensitive and public areas, and Biological monitoring, along the Sacramento River. These areas of shoreline stem from the Interstate 50 Bridge and Garcia Bend Park, specifically reaches 2, 3, and 6. Responsibilities include the development of pre-work submittals, partner with the Army Corps and two other contractors working within these reaches, developing and enforcing daily production and resource reporting, cost controls, invoicing, and managing schedules.
- **Folsom Dam Tree Removal, 2023 – USACE.** Project Manager over the successful removal of 210 trees within public and environmentally sensitive areas. Responsibilities included the development of pre-work submittals, partner with the Army Corps on BOR permitting, developed and enforced daily production and resource reporting, was successful with interagency coordination (BOR, USACE, State Park), cost controls, invoicing, and schedules.
- **Hurricane Ian 2022.** Project Manager for debris management and removal in Cape Coral, FL.
- **Hazard Tree Removal Project for the Campfire in Butte County -- 2020 to 2021.** Planning Section Chief. Roles and Responsibilities included and were not limited to the daily dispatching and scheduling of tree removal and hauling crews for approximately 2,200 properties, containing just below 60,000 eligible trees. Developing crew schedules, work packages & runways. Tracking of project quantities daily and in total. The contract value exceeded $100,000,000.00 worth of work.
- **Hurricane Laura 2020.** Project Manager in Santa Rosa County, FL for debris cleanup. The project included removal of over 1,000,000 CY of Vegetative and Construction & Demolition Debris, reduction by Grinding and ACI of 500,000 CY and removal of approximately 20,000 hangers and leaners. Oversaw 4 section supervisors and over 150 hauling units and bucket trucks operators.
- **Hurricane Hannah 2020.** Superintendent for the City of Edinburg & Hidalgo County; Precincts 1, 3, & 4 Debris Cleanup & Reduction. Responsible for field supervision, traffic control labor and upwards of 50 hauling unit operators.
- **Puerto Rico Sheltering and Temporary Essential Power Program (STEP) 2019.** Project Manager for the PR STEP providing temporary repairs to single family dwellings with a monetary cap of $20,000.00 per dwelling. The scope of work entailed numerous pre and post inspections, database creation/data management, applicant interaction/customer service, and the contracting and coordination of skilled tradesmen to provide electrical, HVAC, potable water and gas to a safe, secure and weatherproof dwelling.
- **Hurricane Maria 2017 – 2018.** Senior Quality Control Manager/Superintendent for the ACI Emergency Temporary Roofing in Puerto Rico. Mr. Smith implemented systems of distribution, logistics, document controls/flow, work order and production tracking, inventory and material coordination for the construction of the roofs.
- **Hurricane Irma 2017.** Project Manager for the debris clean-up in Highland and Okeechobee Counties, FL.

- **Morganza Hurricane Levee Project 2015**. Senior Quality Control System Manager/Project Manager for a massive levee system located just south of Houma, LA. These segments of levee make up approximately 9 miles of newly constructed earthen levee through the marsh.
- **Aquamen, LLC, 2009-2014, Vice-President / Co-Owner.**
  The company performed certified residential & commercial mold inspections, sampling for indoor air-quality, day-to-day monitoring, and post-clearance. Responsibilities included project estimating, project management, procurement, manage/coordinate subcontractors, manage/coordinate inspections, manage/coordinate invoicing and draw requests.

**EDUCATION/CERTIFICATIONS**

- USACE Construction QC Management
- OSHA Certification: 30 HR Construction Safety
- OSHA Certification: 10 HR Construction Safety
- OSHA Refinery Safety Courses – CSE Attendant/Entrant, Fire Prevention, Haz. Gases
- LOTD, First Aid/CPR and refinery safety standards
- HAZWOPER Certification
- GHS & OSHA Hazardous Communication
- FEMA EMI – ICS-100, Exercises 120, 200 ICS/NIMS
- HCSS Heavy Bid/Heavy Job Certified (2014)
- Home Inspection Certification for the State of Ohio
- Mold remediation & inspection Certification (Commercial and Residential) for Ohio

## John Ulschmid, Senior Vice President

Mr. Ulschmid has more than 34 years of experience with Ceres Environmental Services, Inc., including project management of multiple FEMA-reimbursed contracts. Mr. Ulschmid manages the company's Construction and Demolition Division as well as various operational aspects of the Emergency Management Services Division, concurrently with the company's Public Affairs and Logistics Management. Mr. Ulschmid has also worked on a variety of other emergency response projects including emergency building demolitions due to floods, Emergency Bank Stabilization of the Mississippi River Lock and Dam 8, and multiple floodway and water control and mitigation construction projects. He has provided project management, supervision, and administration to several federal government clients including the U.S. Army Corps of Engineers, U.S. Air Force, U.S. Navy, U.S. Army, CAL OES, LA DOTD, and TX DOT along with multiple projects with cities, counties, municipalities, and other public agencies with revenues totaling in excess of $1 Billion. Mr. Ulschmid attended the University of Minnesota, Carlson School of Management where he holds a bachelor's degree in management information systems.

**PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024.** Management oversight for Ceres' response for 53 activations in 48 Florida and Georgia jurisdictions following Hurricanes Helene and Milton.
- **Hurricane Debby 2024.** Management oversight for Ceres' responses in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl 2024.** Management oversight for Ceres' response to 16 jurisdictions in Texas following Hurricane Beryl.
- **Hurricane Idalia 2023.** Management oversight for Ceres' response to Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Archie Creek Fire Tree Removal 2020 – 2022.** Senior Director for the Oregon Department of Transportation hazardous tree removal project following the Archie Creek Fire in Oregon.
- **California Wildfires – Camp Fire, Butte County 2019-2020.** Senior Director for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018, which is the largest debris mission in California in more than 100 years. 768,558 tons of debris were removed.
- **Hurricane Michael- SW Georgia 2018**. Deputy Operations Manager for USACE debris removal operation in 13 SW Georgia counties.
- **U. S. Virgin Islands Hurricane Recovery 2017-2019**. Project Manager for response to Hurricanes Irma and Maria on St. Croix, St. Thomas and St. John for debris removal and processing, marine vessel processing, and off-island disposal of 600K CY. C&D Debris was disposed of in CONUS requiring federal and state approvals and permitting.
- **Alabama Tornadoes 2011**. Management oversight for response to record-setting tornadoes that hit the Southeast, including management of over 1 million CY of debris in Jefferson County.
- **Emergency Levee Removal- Minot ND 2011**. Project Manager for emergency levee removal post Souris River flooding (a greater than 100-year flood event).
- **Hurricane Ike 2008**. Project management, logistics management, and contract administration of operations in Texas.
- **Hurricane Gustav 2008**. Supervision and contract administration of company operations for debris removal and disposal; Project Manager of HVAC project and LA DOTD roadway drainage repairs and improvements project in Louisiana
- **Hurricane Rita 2005**. Project management for debris removal and disposal of over 4.5 million cubic yards; Reduction of over 1.1 million cubic yards of debris; Removal and disposal of e-waste; demolition of approximately 253 storm damaged buildings in Terrebonne and Calcasieu Parishes, Louisiana
- **Hurricane Katrina 2005**. Project Manager for debris removal operations including 13 million cubic yards of hurricane debris in 11 Louisiana parishes; trimming and removal of over 165,000 hazardous trees; supervised over 12 miles of emergency levee repair & stabilization projects in St. Bernard and Plaquemines Parishes, Louisiana
- **Hurricanes Jeanne & Frances 2004**. Operations Manager in the collection and disposal of over 404,000 cubic yards of debris in Florida

**CERTIFICATIONS/TRAINING**

USACE CQM certified

## Brent Whitten, Project Manager

Mr. Whitten has been involved in debris management and disaster recovery services for over 20 years. His work has ranged from demolition of residential and commercial sites after Hurricane Katrina to quality control for the U.S. Army Corps of Engineers to debris removal projects following major disasters such as Hurricane Irma and Ida. He is FEMA-certified in Debris Operations and the Incident Command System. He is also a FEMA-certified Disaster Housing Inspector. His responsibilities include direct supervision of a project and ensuring compliance with all safety and quality control regulations. Mr. Whitten brings strong organizational skills and the ability to motivate to any job.

**PROFESSIONAL EXPERIENCE**

- **Hurricane Helene October 2024 – Current.** Project Superintendent responsible for emergency disaster debris removal in Effingham County, GA.
- **Severe Wind Event May - July 2024.** Project Manager for emergency debris removal operations in East Feliciana Parish and St. Martin Parish LA.
- **Livingston Parish Emergency Watershed 2019 – 2023.** Project Manager in Louisiana for the waterway debris removal project. 3,306,224 linear feet of debris were removed.
- **St. Tammany Parish Waterway Debris Removal Project 2022 - 2023.** Project Superintendent in Louisiana for a waterway debris removal project.
- **Hurricane Ida 2021.** Project Superintendent for Livingston Parish, LA, responsible for recovery operations as a result of Hurricane Ida. 1,322,210 cubic yards of debris were removed.
- **Northern California Wildfire Debris Removal 2018.** Quality Control Manager for the USACE ACI debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017. 84,000 tons of debris were removed.
- **Hurricane Irma 2017.** Project Manager in Pinellas County, FL for the Disaster Debris Collection and Removal of 123,916 cubic yards of debris generated by Hurricane Irma.
- **Hurricane Irma 2017.** Project Manager for the hauling for final disposal of previously compacted and/or ground debris in Miami, FL. 455,554 cubic yards of debris were removed.
- **Hurricane Irma 2017.** Project Manager for Gulfport City, FL for the clean-up of debris generated by Hurricane Irma.
- **Southeast Tornadoes 2017.** Provided direct supervision on post-tornado debris management project for Dougherty County. The project involved collection, removal and processing of over 650,000 cubic yards of debris.
- **Linfield Hunter & Junius Inc., USACE New Orleans District, 2014-2016**. Quality Assurance Representative for USACE Construction Division. Responsible for conferring with the Construction Division in clarifying deviations or inadequacies in plans, impractical specifications and unworkable schedules.
- **SMC Buildings, Design/Build New Commissary, Fort Polk, LA, May – October 2014.** Quality Control Manager for design/build project. Responsible for maintaining the project submittal log and all other project specific quality control reports. Assembled project closeout documents that include O&M manuals, as-builts, and warranties.
- **Hurricane Isaac, CTEH/Providence Engineer and Environmental, 2012.** Conducted environmental sampling and data collection. Assisted in conducting research performing investigations for the purpose of identifying, abating, or eliminating sources of pollutants or hazards. Conducted air, water and/or soil sampling, meteorological monitoring.
- **Infinity Construction, St. Charles Parish, LA, February – September 2012.** Responsible for managing, implementing and enforcing the Accident Prevention Plan and the 385-1-1. Responsible for managing and implementing the QC Plan.
- **Benetech, LLC, New Orleans, LA, 2010-2012.** Safety Manager and Quality Control Manager for projects under Benetech. Responsible for overseeing and enforcing Benetech's safety program for various USACE construction jobs ranging from $7,000,000 to $25,000,000.
- **AquaTerra Contracting, New Orleans, LA, 2008-2010.** Safety Manager and Quality Control Manager on USACE job sites. Ensured proper safety was being followed per 385-1-1 and company safety policy. Prepared site specific AHA's. Implemented Accident Prevention Plan. Trained all employees in safety procedures. Conducted weekly safety meetings.

- **Hurricane Ike 2008.** Area Manager overseeing debris removal from DOT roads and Right-of-Entry removal of stumps and logs, hiring subcontractors, and project planning by quadrant. Conducted daily safety meetings and provided daily reporting on contractor progress and performance.
- **Hurricane Gustav 2008.** Area Manager overseeing debris removal from DOT roads and Right-of-Entry removal of stumps and logs, hiring subcontractors, and project planning by quadrant. Conducted daily safety meetings and provided daily reporting on contractor progress and performance.
- **Environmental Chemical Corp., New Orleans, LA, 2006-2008**. Supervised the decommissioning, demolition, and disposal of private properties in accordance with applicable federal, state, and local requirements. Supervised the demolition of over 200 homes and commercial structures destroyed by Hurricane Katrina.
- **Post Buckley Schuh & Jernigan, Inc., 2004-2006**. Demolition Environmental Inspector and Evacuation Plan Writer following Hurricanes Wilma, Katrina, Charley, Frances, and Jean. Conducted oversight monitoring for RACM and C&D throughout Louisiana. Provided monitoring oversight for RACM floor tile removals throughout five (5) parishes.

**EDUCATION/CERTIFICATIONS**

- BS, Wilberforce University.
- FEMA IS-102 FEMA Response Partners
- FEMA IS-632 Debris Operations
- OSHA 40 Hour HAZWOPER Training
- FEMA IS-00035.15 Safety Orientation 2015
- FEMA Disaster Housing Inspector (PARR)
- E-QIP # 3943088
- HAZWOPER Refresher 8hr
- FEMA IS-100 ICS
- FEMA IS-631 Public Assistance
- OSHA 30 Hour Construction Safety
- USACE Training Safety & Health EM 385-1-1
- U.S. Army Corps of Engineers QCS/RMS Training
- U.S. Army Corps of Engineers Construction Quality Management
- First Aid/CPR/AED

## Ed Ziegler, Project Manager

Mr. Ziegler has been in environmental services for 28 years, starting in building demolition, slab and foundation removal, restoration and asbestos abatement then moving to disaster recovery response while working on snow removal in the early 1990s. Since 2012, Mr. Ziegler has been directly involved in disaster debris management with Ceres, beginning with the management of demolition and soil remediation following the Christchurch, NZ earthquake. In 2021, he managed the Larimer County, CO hazard tree removal project following the Cameron Peak Fire. Mr. Ziegler has proven his ability to manage large-scale and complicated projects while maintaining consistent and positive customer communication.

**PROFESSIONAL EXPERIENCE**

- **Hurricane Helene 2024 – Current.** Project Manager for disaster debris removal, reduction and disposal in Effingham County, GA and Thunderbolt, Ga.
- **MN Mulch/Snow 2022 – Current.** Project Manager for routine debris related tasks during the winter season.
- **Hurricane Ian 2022.** Project Superintendent in Indian River County, Mt. Dora, Winter Park, Seminole County, and Deltona, FL for debris management and removal following Hurricane Ian. **Hurricane Ida 2021.** Project Manager in Gonzales, LA. 106,041 cubic yards of debris were removed.
- **Cameron Peak Wildfire 2021.** Project Manager in Larimer County, CO. over 14,000 trees were removed.
- **Hurricane Laura 2020.** Project Superintendent in Vermillion Parish and City of Scott, LA for debris clean-up after Hurricane Laura in September 2020. Over 265,000 cubic yards of debris were removed.
- **Hurricane Michael 2018.** Project Manager for the U.S. Army Corps of Engineers ACI SAD activation in 13 Georgia counties to perform debris clean-up after Hurricane Michael made landfall in October 2018.
- **Hurricane Matthew 2016.** Project Manager for the debris removal and disposal projects on all 40 TDR sites, City of Albany and Dougherty County following Hurricane Matthew in October.
- **Christchurch, New Zealand Demolition 2012 – 2013.** Project Manager for the demolition and soil remediation.
- **Hard Drives Construction 2003 – 2005**. Grade Foreman and Operator responsible for construction of roads and buildings.
- **Landwehr Construction 2001 – 2003**. Grade Foreman
- **El Centro California Naval Air Base 2000.** Project Manager for the demolition of a 1,393 M2 Cold Storage Facility. The project included building demolition, slab and foundation removal, asbestos abatement, lead based paint abatement, pcb ballast, and restoration.
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Fort Knox, Kentucky Demolition 1996.** Project Manager for the demolition of various building projects. Work included demolition of approximately 8,825 m2 of one-, two- and three-story wood frame or concrete/brick buildings.
- **Fort Benning, Georgia Demolition 1995.** Project Manager for demolition and recycling of various buildings. Demolition of 13,372 m2 from 39 buildings, 6-story power plant and 60-meter stack, asbestos abatement, lead abatement, removal of utility lines, foundations, pavements, and drainage structures, temporary sedimentation and erosion control, environmental protection, grading, site restoration and turf establishment
- **Fort McCoy, Wisconsin Demolition 1994.** Project Manager for the demolition of WWII wood frame buildings with concrete foundations project.
- **Wood Waste Recycling 1992 – 2020.** Grinder Superintendent for the Libertyville Navel Training Facility in Minnesota and Texas.
- **Seasonal Snow Removal 1992 – 2020.** Performing 28 years of snow removal for Ceres during the winter season. Clearing areas of snow accumulation and removing to off-site storage

**EDUCATION/CERTIFICATIONS**

- OSHA Standard 1910.178

## Jay Martin Zulinke, Project Superintendent

Jay Martin Zulinke has over 20 years of experience with debris removal, construction, utilities, and environmental operations. In his role as a superintendent, Mr. Zulinke promotes a safety-first mindset, and a culture centered around productivity and profitability. His skills include strong leadership, problem solving, and analytical thinking.

**PROFESSIONAL EXPERIENCE**

- **Ceres Environmental Services, Inc., Superintendent 2020 – Present**
  - **Hermits Peak, Calf Canyon Fires October 2024 – Current.** Project Superintendent for the State of New Mexico Energy, Minerals and Natural Resources Department – Forestry Division Private Property Debris Removal Project.
  - **NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery. September 2022-November 2023.** Superintendent in San Miguel and Mora County, New Mexico following Hermits Peak & Calf Canyon Fire. Mr. Zulinke's roles included supervising daily crew operations, leading quality control personnel, and facilitating daily meetings with traffic control crews, monitors, environmental and archeological personnel.
  - **Oregon Wildfire Recovery. Archie Creek Fire 2021 - 2022**. Superintendent in Douglas County, OR and Glide, OR. following Archie Creek Wildfire. Mr. Zulinke's roles included evaluating job sites to determine all trees in need of removal for ROW., recording and tracking all trees for invoicing, reviewing operations and crew completed assignments to ensure compliance with all state and contract policies, and overseeing daily operations of machinery and tree fallers for tree removal, slash removal, and log removal.
  - **Tropical Storm Nicholas 2021.** Superintendent in Richwood, TX for vegetative debris removal following Tropical Storm Nicolas.
  - **Hurricane Ida 2021.** Superintendent in Thibodaux, LA for the removal and disposal of debris following Hurricane Ian. Over 100,000 cubic yards of debris were removed.
  - **California Wildfire – Camp Fire, Butte County 2019-2020.** Superintendent in Butte County, CA. His roles included managing personnel and equipment, leading quality control of hazard trees to ensure all processes were executed according to protocol, reconciling invoices to eliminate errors, and overseeing maintenance of all tools and equipment. (Over 3000 ROEs managed; 768,458 tons of debris removed)
  - **Obenchain Fire 2020.** Superintendent in Jackson County, Oregon following the Obenchain Fire. Mr. Zulinke's roles included overseeing tree removal operations, creating layout plans for correct placement of equipment and materials, verifying safety procedures and policies among crews, facilitating daily meetings, directing operations for chipping of slash and logs, and creating layout plans.
- **Northeast Foods, Sanitation Supervisor 2022-2020.** Led a team of technicians to maires w met for FDA, OSHA Safety, HAZMAT, and GMP.
- **Ameritech Utilities, DROP Construction Manager 2008-2011.** Trained subcontractors on OSHA safety standards and troubleshot machinal repairs for constriction equipment.
- **Vermeer Northeast, Territory Technical Sales Manager 2006-2008.** Obtained factory certifications as Underground Specialist and Waste Reduction Specialist and sold industrial equipment to DOT, municipalities, and statewide programs.
- **Bryd Brothers, LLC, Project Manager – Emergency Department 2004 -2005.** Directed crew members in Volusia County following the 2004 Hurricane Season.
- **Mitchell Distribution Company, Manufacturer's Representative 2000-2003.** Sold heavy construction equipment.
- **U.S Army (Honorable Discharge).** Assembled over 100 steel bridges for use in military training in Germany in 3 years. Received commendations for representing 8th Infantry Division as part of the U.S. Army Ski Team. Served as a Truck Driver and Heavy Equipment Operator.

**EDUCATION/CERTIFICATIONS**

- Johnson Community College – Welding Program
- Alfred State College – HVAC Certificate
- Erie Community College – Basic Carpentry

- Construction Safety & Health (30-Hour) | OSHA
- OSHA 40-Hour HAZWOPER
- OSHA Academy – Introduction to Job Hazard Analysis
    - Conducting a Job Hazard Analysis
    - Introduction to Safety Supervision
    - Safety Supervision and Leadership
    - Introduction to Safety Management
- Emergency Management Institute
    - Introduction to Debris Operations
    - Debris Management Plan Development
    - FEMA Safety Orientation

## Certifications



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

**BRENT S WHITTEN**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.a**
**Introduction to the Incident Command System, ICS-100**

*Issued this 13th Day of May, 2009*

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

**Ceres Employees Holding This Certification**

- Robert Smith
- Linda Smith
- Kevin Sudbury
- Tia Laurie
- Millie Gonzalez
- Marian Banks
- Bryan Fike
- Brent Whitten
- David Preus
- Earl Lutz
- Felicia Smith
- Gail Hanscom
- Michael Randall
- Mike Hansen
- Patricia Macey (Deville)
- Mike Smith
- Tammy Hunt
- Everett Bond
- Alonzo Clay
- Marcus Smith
- Mike Dillard
- Chad Dorsey
- Joslyn Ginn
- Jay Zulinke
- Chris Shelnut

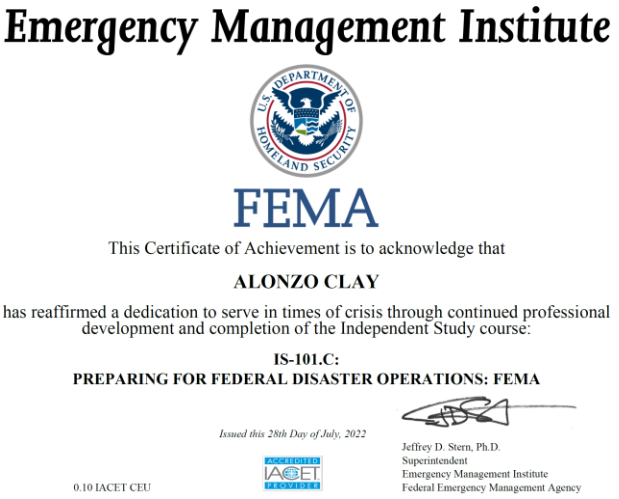

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

**ALONZO CLAY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-101.C:**
**PREPARING FOR FEDERAL DISASTER OPERATIONS: FEMA**

*Issued this 28th Day of July, 2022*

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.10 IACET CEU

**Ceres Employees Holding This Certification**

- Patricia Deville
- Alonzo Clay
- Marcus Smith
- Chad Dorsey
- Mike Randall
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System
(NIMS), An Introduction

*Issued this 22nd Day of December, 2008*

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

**Ceres Employees Holding This Certification**

- Kevin Sudbury
- Linda Smith
- Tia Laurie
- Bryan Fike
- Alonzo Clay
- Chris Shelnut
- Chuck Owens
- Derek Pruner
- Earl Lutz
- Gail Hanscom
- Tammy Hunt
- Marcus Smith
- Marian Banks
- Michael Randall
- Mike Hansen
- Patricia Deville
- Tammy Hunt



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MICHAEL R RANDALL

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-703.B:
NATIONAL INCIDENT MANAGEMENT SYSTEM RESOURCE MANAGEMENT

*Issued this 10th Day of August, 2022*

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.40 IACET CEU

**Ceres Employees Holding This Certification**

- Mike Randall



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MICHAEL SMITH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00120.c
An Introduction to Exercises

*Issued this 9th Day of December, 2021*

0.3 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

**Ceres Employees Holding This Certification**

- Michael Smith
- Marcus Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

PATRICIA C MACEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b
ICS for Single Resources and
Initial Action Incident, ICS-200

*Issued this 22nd Day of December, 2010*

0.3 IACET CEU

Vilma Schifano Milmoe
Superintendent (Acting)
Emergency Management Institute

**Ceres Employees Holding This Certification**

- Chuck Owens
- Derek Pruner
- Gail Hanscom
- Patricia Macey (Deville)



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MICHAEL SMITH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.c
Basic Incident Command System for Initial Response

*Issued this 3rd Day of September, 2019*

0.4 IACET CEU

Dr. Jeff Stern
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

**Ceres Employees Holding This Certification**

- Robert Smith
- Millie Gonzalez
- Michael Smith
- Earl Lutz
- Mike Hansen
- Patricia Deville
- Alonzo Clay
- Everett Bond
- Mike Hansen
- Marcus Smith
- Marian Banks
- Mike Dillard
- Brent Whitten
- Chad Dorsey

| | |
|---|---|
| | ▪ Joslyn Ginn<br>▪ Mike Randall<br>▪ Jay Zulinke<br>▪ Chris Shelnut |
|  <br>Emergency Management Institute<br>FEMA<br>This Certificate of Achievement is to acknowledge that<br>BRYAN S FIKE<br>has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:<br>IS-00242.b<br>Effective Communication<br>Issued this 20th Day of July, 2016<br>Tony Russell<br>Superintendent<br>Emergency Management Institute<br>0.8 IACET CEU | **Ceres Employees Holding This Certification**<br>▪ Bryan Fike<br>▪ Patricia Deville<br>▪ Marcus Smith<br>▪ Mike Dillard<br>▪ Mike Randall<br>▪ Jay Zulinke |
|  <br>Emergency Management Institute<br>FEMA<br>This Certificate of Achievement is to acknowledge that<br>BRENT WHITTEN<br>has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:<br>IS-00276<br>Benefit-Cost Analysis (BCA) Fundamentals<br>Issued this 8th Day of October, 2013<br>Tony Russell<br>Superintendent<br>Emergency Management Institute<br>0.1 IACET CEU | **Ceres Employees Holding This Certification**<br>▪ Brent Whitten |



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-300
INTERMEDIATE INCIDENT COMMAND SYSTEM COURSE
as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

*This training sponsored and coordinated by the Champlin Office of Emergency Management*

Champlin, Minnesota
Issued this 1st day of June, 2007

David Schwarze
Instructor

**Ceres Employees Holding This Certification**

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Deville



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-400
ADVANCED INCIDENT COMMAND SYSTEM COURSE
as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

*This training sponsored and coordinated by the Champlin Office of Emergency Management*

Champlin, Minnesota
Issued this 1st day of June, 2007

David Schwarze
Instructor

**Ceres Employees Holding This Certification**

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Deville



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

*Issued this 12th Day of June, 2017*

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

**Ceres Employees Holding This Certification**

- Tia Laurie
- Linda Smith
- Bryan Fike
- Alonzo Clay
- Chris Shelnut
- Chuck Owens
- Marcus Smith
- Marian Banks
- Michael Randall
- Patricia Deville



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LONNIE M BEEVERS

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00005.a
An Introduction to Hazardous Materials

*Issued this 26th Day of March, 2020*

1.0 IACET CEU

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

**Ceres Employees Holding This Certification**

- John Gallicchio
- Mike Randall
- Marcus Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00010
Animals in Disaster, Awareness and Preparedness

*Issued this 31st Day of December, 2008*

1.0 CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

**Ceres Employees Holding This Certification**

- Tia Laurie
- Marcus Smith
- Tammy Hunt



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00018
Equal Employment Opportunity (EEO)
for Employees

*Issued this 21st Day of December, 2009*

0.1 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

**Ceres Employees Holding This Certification**

- Tia Laurie



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00033.16
FEMA Initial Ethics Orientation 2016

*Issued this 23rd Day of July, 2016*

Tony Russell
Superintendent
Emergency Management Institute

0.1 IACET CEU

**Ceres Employees Holding This Certification**

- Kevin Sudbury
- Bryan Fike



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JAY M ZULINKE, II

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-42.A:
SOCIAL MEDIA IN EMERGENCY MANAGEMENT

*Issued this 21st Day of July, 2022*

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.30 IACET CEU

**Ceres Employees Holding This Certification**

- Robert Smith
- John Gallicchio
- Marcus Smith
- Marian Banks
- Mike Dillard
- Mike Randall
- Jay Zulinke



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00102
Deployment Basics for FEMA Response Partners

*Issued this 2nd Day of January, 2009*

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.1 CEU

**Ceres Employees Holding This Certification**

- Tia Laurie
- Kevin Sudbury
- Brent Whitten
- Michael Randall
- Alonzo Clay
- Marcus Smith
- Derek Pruner
- Linda Smith
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00120.a
An Introduction to Exercises

Issued this 8th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.5 IACET CEU

**Ceres Employees Holding This Certification**

- Marcus Smith
- Michael Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00230.d
Fundamentals of Emergency Management

Issued this 21st Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.6 IACET CEU

**Ceres Employees Holding This Certification**

- John Gallicchio
- Alonzo Clay
- Bryan Fike
- Chad Dorsey
- Chris Shelnut
- Michael Dillard
- Michael Randall
- Patricia Deville
- Tammy Hunt



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00235.c
Emergency Planning

Issued this 8th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.5 IACET CEU

**Ceres Employees Holding This Certification**

- Alonzo Clay
- Marcus Smith
- Michael Randall



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00035.21
FEMA Safety Orientation 2021

*Issued this 8th Day of June, 2021*

0.2 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

**Ceres Employees Holding This Certification**

- Bryan Fike
- Alonzo Clay
- Marcus Smith
- Jay Zulinke
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00240.b
Leadership and Influence

*Issued this 11th Day of July, 2016*

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

**Ceres Employees Holding This Certification**

- Robert Smith
- Linda Smith
- Chad Dorsey
- Chris Shelnut
- Jay Martin Zulinke
- Patricia Deville
- Marcus Smith
- Michael Dillard
- Michael Randall



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00630
Introduction to the Public Assistance Process

*Issued this 21st Day of December, 2009*

0.2 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

**Ceres Employees Holding This Certification**

- Tia Laurie
- Patricia Macey (Deville)



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRENT S WHITTEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00631
Public Assistance Operation I

*Issued this 10th Day of February, 2008*

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.7 CEU

**Ceres Employees Holding This Certification**

- Brent Whitton



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632
Intro to Debris Opers in FEMA's Public Assis. Prg

*Issued this 8th Day of August, 2008*

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.5 CEU

**Ceres Employees Holding This Certification**

- Robert Smith
- Kevin Sudbury
- Tia Laurie
- Alonzo Clay
- Brent Whitten
- Bryan Fike
- Chad Dorsey
- Chris Shelnut
- Marcus Smith
- Marian Banks
- Michael Dillard
- Michael Randall
- Patricia Deville
- Tammy Hunt
- Kerry Kennedy



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MARCUS SMITH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-706:
NIMS INTRASTATE MUTUAL AID AN INTRODUCTION

*Issued this 19th Day of September, 2022*

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU

**Ceres Employees Holding This Certification**

- Marcus Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00803
Emergency Support Function (ESF) #3
Public Works and Engineering

*Issued this 15th Day of April, 2010*

0 IACET CEU

Corter Lawrence, PhD
Superintendent
Emergency Management Institute

**Ceres Employees Holding This Certification**

- Derek Pruner
- Kerry Kennedy



U.S. ARMY CORPS OF ENGINEERS
USACE LEARNING CENTER
HUNTSVILLE, ALABAMA

NAVFAC

CERTIFICATE

TIA LAURIE

SE9-02-15-00025

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

University of North Florida, Jacksonville, FL — Location
November 12, 2014 — Training Date(s)
NAVFAC SE — Instructional District/ NAVFAC
Robert "Whit "Heffington P.E. NAVFAC SE CIS1 904-542-6680 — COM-C Manager
Robert "Whit" Heffington P.E. — Facilitator/Instructor
robert.heffington@navy.mil — Email
904-542-6680 — Telephone
Facilitator/Instructor Signature

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

Florida Construction Industry Licensing Board – 10 Continuing Education Hours
University of North Florida / NAVFAC SE - Provider # 0001343, Course # 0608220

Director, USACE Learning Center

**Ceres Employees Holding This Certification**

- Kevin Sudbury
- Tia Laurie
- Alonzo Clay
- Brent Whitton
- Everett Bond
- Gail Hanscom
- John Ulschmid
- Kerry Kennedy
- Marcus Smith
- Michael Randall
- Michael Smith
- Paulino Ortiz
- Ron Rodriguez
- Tammy Hunt
- Jay Martin Zulinke II
- Bobby Harrell
- Raymond Arndt
- Farnell Jackson

| | |
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| 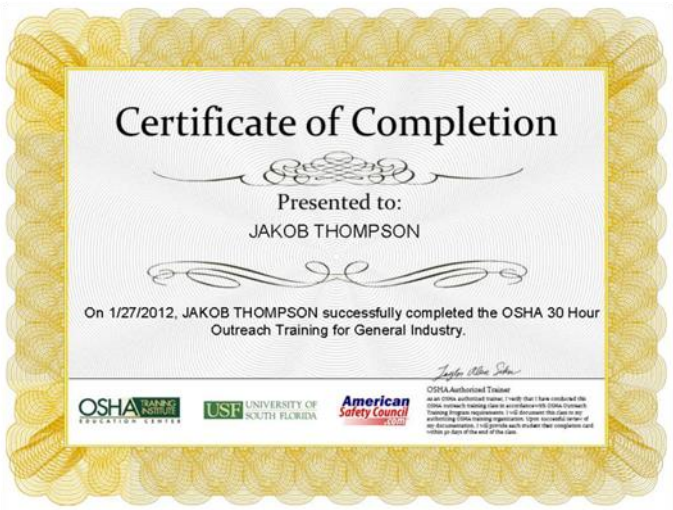 | **Ceres Employees Holding This Certification**<br>▪ Robert E Smith<br>▪ Kevin Sudbury<br>▪ Alonzo Clay<br>▪ Brent Whitten<br>▪ Chad Dorsey<br>▪ Chris Shelnut<br>▪ Jake Thompson<br>▪ Jay Martin Zulinke II<br>▪ Marcus Smith<br>▪ Marian Banks<br>▪ Michael Randall<br>▪ Michael Smith<br>▪ Omar Arroyo Jr.<br>▪ Patricia Deville<br>▪ Ron Rodriguez<br>▪ Tammy Hunt |
|  | **Ceres Employees Holding This Certification**<br>▪ Alexander Ziegler<br>▪ Brian Ritter<br>▪ David Davenport<br>▪ Huey Deville<br>▪ Jake Thompson<br>▪ Joey Deville<br>▪ John Ulschmid<br>▪ Michael Hansen<br>▪ Michael Smith<br>▪ Mike Hansen<br>▪ Ron Rodriguez<br>▪ Tammy Hunt<br>▪ Raymond Arndt |

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<td> 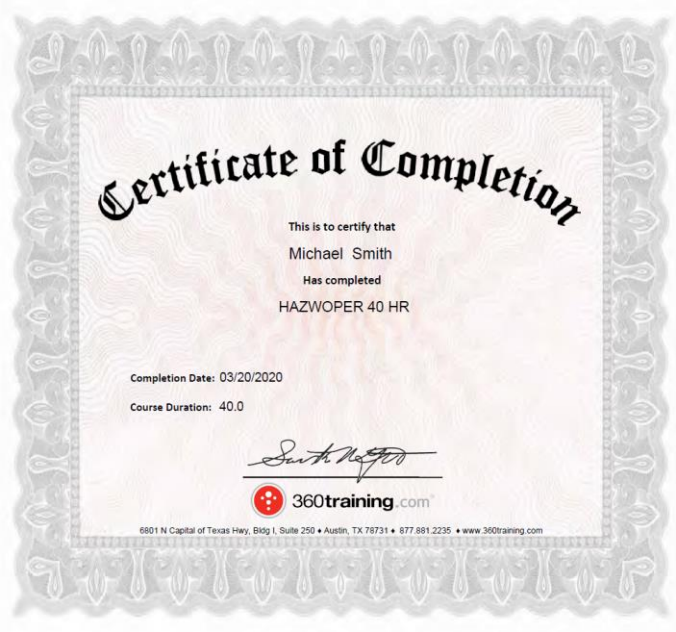
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<td>Ceres Employees Holding This Certification<br>
▪ Kevin Sudbury<br>
▪ John Gallicchio<br>
▪ Alexander Ziegler<br>
▪ Alonzo Clay<br>
▪ Bobby Harrell<br>
▪ Brent Whitten<br>
▪ Chad Dorsey<br>
▪ Charles Schlueter<br>
▪ Chris Shelnut<br>
▪ David Grutkoski<br>
▪ Edward D Ziegler Sr<br>
▪ Everett Bond<br>
▪ Jake Thompson<br>
▪ Jay Martin Zulinke II<br>
▪ Marcus Smith<br>
▪ Marian Banks<br>
▪ Michael Randall<br>
▪ Michael Smith<br>
▪ Patricia Deville<br>
▪ Ricardo Morales<br>
▪ Ronnie Prince<br>
▪ Tammy Hunt<br>
▪ Domenick Fazio<br>
▪ Reginald Harden<br>
▪ Raymond Arndt</td>
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<td>Ceres Employees Holding This Certification<br>
▪ Michael Smith</td>
</tr>
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**Ceres Employees Holding This Certification**

- David Preus
- Gail Hanscom

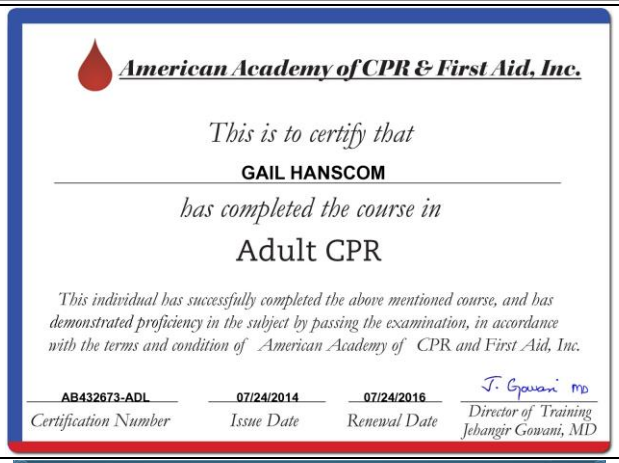


**Ceres Employees Holding This Certification**

- John Gallicchio
- Chuck Owens
- Elizabeth Bennett
- Gail Hanscom
- Jesse Deville
- Marek Gacek
- Marlon Davis
- Milagros Gonzalez
- Sammy Aaron
- Tammy Hunt
- Wyatt Watson




**Ceres Employees Holding This Certification**

- Randy Hardy

## 4.4 Tasks to Be Subcontracted Out

Ceres typically subcontracts at least 35-40% of the work. The actual percentage will be based on the size and severity of an event. Tasks typically subcontracted include:

- Emergency Road Clearance
- Removal of hazardous leaners
- Removal of hazardous limbs (hangers)
- Portions of vegetative and C&D debris removal
- Removal of debris from waterways
- Portions of haul-out of reduced debris to final disposal site
- Portions of stump removal
- HHW Removal, Transport and Disposal
- E-Waste removal
- Abandoned vehicle removal

### Potential Subcontractors for the City of Plantation

**Category Key:** SB = Small Business; SBE = Small Business Enterprise; WO = Woman-Owned; WOSB = Woman Owned Small Business; VO = Veteran-Owned; SDVO = Service-Disabled Veteran Owned; SLDBE = State Local Disadvantage Business Enterprise; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; SDBE = Small Disadvantaged Business Enterprise; HUB = HUB Certified; ESB = Emerging Small Business; MBE = Minority Business Enterprise

Below are our potential subcontractors located within 50 miles of the City of Plantation.

| Company | City | Scope of Work | Certs |
|---|---|---|---|
| A Better Look Landscaping LLC | Loxahatchee | Debris Removal, Tree Trimming, Stump Removal | |
| A Native Tree Service | Miami | Debris Removal, Tree Trimming | SB, WO |
| A&E Land Clearing Inc. | Lox | Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding, Demolition | SBE |
| A1 Environmental Inc Dba A1E Group | Miami | Debris Removal, Tree Trimming, Mulch Haul Out | SB |
| ABO Engineering Contractors | Miami | Debris Removal | |
| Advanced Electrical Solutions, Inc. | Fort Lauderdale | Debris Removal | |
| AERI (Asomeo Environmental Restoration) | Homestead | Disaster Recovery | |
| Alabao Roofing Service | Naranja | Debris Removal, Mulch Haul Out, Blue Roof | MBE, SBE, WO |
| All About Trees and Debris, LLC | Miami | Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul out, Personnel, Demolition | |
| All Design Concrete Corp | Hialeah | Debris Removal, Construction | SB, WO |
| ALL FLORIDA TREE & LANDSCAPE, INC. | West Palm Beach | Debris Removal, Tree Trimming and Removal, Stump Removal, Mulch Haul out, Site Management, Emergency Road Clearance, Certified Arborist. | SBE |
| Amaro Landscape Associates, Inc. | Miami | Debris Removal | |
| American Hauling And Grading | Loxahatchee | Debris Removal, Tree Trimming | SB |
| Andrews Land Management | Fort Lauderdale | Emergency Road Clearance, Debris Removal, Stump Removal | |
| AR Ramos Enterprises, Inc | Palmetto Bay | Debris Removal | SB |
| Atlantic Trucking & Warehousing | Opa-locka | Debris Removal | SB |
| Austin Tupler Trucking | Davie | Debris Removal | |

| Company | City | Scope of Work | Certs |
|---|---|---|---|
| Badger Underground Construction LLC | West Palm Beach | Debris Removal, Mulch Haul Out | SBE |
| BeaCorp/Bell Engineering & Construction Corp | West Palm Beach | Debris Removal | |
| Bigfoot Inc | Margate | Debris Removal | SB |
| Boosted Towing Inc | Miami | Debris Removal, Tree Trimming & Removal | SB |
| Brink Roofing LLC - Advanced Homes LLC | Satellite Beach | Blue Roof, Construction | |
| Building Essentials And Training LLC | Miami | Debris Removal | SB |
| Bulk Waste Removal Corp | Miami | Debris Removal | DBE |
| C & S Property Services LLC | Southwest Ranches | Debris Removal | SB |
| Cambridge Project Development Inc. | Miami | Debris Removal | SB |
| Caribbean Marine System Corp | Miami | Marine Debris | SB |
| Cesani International | Palm Beach | Debris Removal | SB, WO |
| CJT Landworks | Loxahatchee | Debris Removal | |
| CNC Management Group Inc | Miami | Emergency Road Clearing, Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out, Demolition | |
| Conpal Corporation | Miami | Debris Removal, Tree Trimming and removal, Mulch Haul Out | SB |
| Continental Heavy Civil | Miami | Debris Removal, Construction | |
| Cornerstone Nine LLC | Miami | Debris Removal | SB |
| Coros Trucking LLC Dba Coros Transport | Hialeah | Debris Removal | SB |
| DC Engineering & Construction Group, Inc. | Doral | Debris Removal, Construction, Other Services | |
| D'Celis Construction Inc | Miami | Debris Removal | |
| DEFCON Restoration Services, LLC | Miami | Blue Roof | SBE, SDVOSB |
| Deluxe Trucking & Transport LLC | Royal Palm Beach | Debris Removal | SB |
| Dirty Boyz Waste Solutions | Miami | Debris Removal, Emergency Road Clearance | |
| Disaster Response Team International | Homestead | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Sand Screening, Equipment Only, Roofing - Temporary (Blue Roof) | VO |
| DSW Logistics | Miami Gardens | Debris Removal | SB |
| Dynamic Scapes LLC | Miami | Debris Removal, Tree Trimming & Removal, Emergency Road Clearance. | |
| Eagle Brick Construction, Inc | Miami Gardens | Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Stump removal, marine debris, sand screening, HHW Removal, Mulch Haul Out | |
| EarthScape Inc | Lake Worth | Debris Removal | |
| Eastern Waste Systems, Inc. | Pompano Beach | Debris Removal | |
| ECO Services DBR | Sunrise | Debris Removal | WO |
| EDJ Service LLC | Plantation | Debris Removal | |

| Company | City | Scope of Work | Certs |
|---|---|---|---|
| EE&G Disaster Response, LLC. | Miami Lakes | HHW Removal, Roofing - Temporary (Blue Roof), Decontamination - Biohazard, Decontamination - Asbestos/Lead | SB |
| Eminent Solutions Integration | Miami | Debris Removal, Tree Trimming & Removal, Marine Debris. | SBA |
| Empire Property Services LLC | Davie | Debris Removal | SB, WO |
| Enegix Construction Company, LLC | Fort Lauderdale | Debris Removal | |
| Envio Logistics, LLC | Tamarac | Debris Removal | SDB |
| Environmental Care | West Palm Beach | Debris Removal | |
| Envirowaste Services Group, Inc | Miami | Vacuum Trucks | |
| FG Construction | Tamarac | Debris Removal | |
| Fitsaw Construction LLC | Sunrise | Debris Removal, Construction | |
| Florida Paving & Trucking Inc | Homestead | Debris Removal, Construction | WO |
| Florida Premier Ins | Miami | Debris Removal | |
| Florida Trend Homes, Inc | Fort Lauderdale | Debris Removal, Mulch Hauling, Demolition | |
| FloTech | Miami | Vac Trucks, Flood Control, Sinkhole Stabilization | |
| Four R Equipment | Hollywood | Debris Removal | SB, WO |
| Franklin Ray Group, LLC. | Miramar | Debris Removal | SB |
| Galafre Construction and Land Design Inc. | Miami | Debris Removal | |
| Garden Genius | Miami | Emergency Road Clearance, Sand Screening, Debris Removal, Tree Trimming and removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Asbestos Abatement, Demolition | SB, SDB |
| George Can Fix It Inc. | Palm Springs | Debris Removal, Construction | |
| GH Builders Inc. | Doral | Debris Removal | SB, SDB |
| GH Cleaning | Homestead | Debris Removal | |
| Gina's renovation inc | Lake Worth | Debris Removal | |
| Googe Transport Inc | Loxahatchee | Debris Removal | WOB |
| Gradall Bobcat & Landscaping | West Park | Debris Removal, Tree Trimming & Removal, Stump Grinding, Emergency Road Clearance | SB |
| Great State Waste Services Company | Palm Beach Gardens | Debris Removal | |
| Green Earth Environmental Inc. | Opa Locka | Debris Removal | |
| Griffin Global Systems | Palm Beach Gardens | Debris Removal, Construction, Blue Roof | HUB, SB, WO |
| Gulf Atlantic Roofing Corp | Royal Palm Beach | Blue Roof | WO |
| H&J Contracting Inc | Wellington | Debris Removal, Push | |
| H.A.C. COOLING CORP | Hollywood | Blue Roof | SB |
| HANDYMAN CAN FLORIDA | Fort Lauderdale | Debris Removal | SDB |
| Hard Core Construction | Miami | Debris Removal | SB |
| Haynes Harbour Group, Inc | Aventura | Debris Removal, Emergency Road Clearance, HHW Removal, Mulch Haul Out | |
| Highstyle Engineering And Construction Services LLC | Greenacres | Debris Removal, Blue Roof, Construction | SB, SDB |
| Hollywood Restoration, Inc. | Hollywood | Debris Removal, Construction | SB |

| Company | City | Scope of Work | Certs |
|---|---|---|---|
| Horsepower Service LLC | Miami | Debris Removal | SB, WO |
| IBZ Landscaping and Nursery LLC | Miami | Emergency Road Clearance, Debris Removal, Tree Trimming, Mulch Haul Out | |
| In Touch Logistics | Miami Gardens | Disaster Recovery | SDB |
| InnoTech Construction Inc. | West Palm Beach | Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Stump Removal, Marine Debris, Mulch Haul Out | |
| Innovative Environmental Services | Boca Raton | Debris Removal, Tree Trimming & Removal, Stump Removal, Marine. | |
| IPG Network | Miami | Debris Removal, Tree Trimming and Removal, Stump removal, HHW Removal, | SB |
| Island Recovery Services | Lauderdale Lakes | Debris Removal | SDB |
| J & Y Groups Enterprises LLC | Miami | Debris Removal | WOSB |
| Jam Logistics, LLC | Miami | Debris Removal, Construction | SB |
| Jamoa Enterprise LLC | Tamarac | Debris Removal | |
| Jet Hauling Inc | Wellington | Debris Removal, | |
| Jocy Construction and Design Corp | Tamarac | Debris Removal | |
| Jorge Barrios | Miami | Debris Removal | |
| JP Parking Lot Maintenance | Miami | Debris Removal, Emergency Road Clearance | |
| JT Hauling | Homestead | Debris Removal | WO |
| K&R World Electrical Contractor's Inc. | Hollywood | Debris Removal | SB |
| KB & JO Trucking Corp | Miami | Debris Removal | |
| Kings Contractor Consultants | Deerfield Beach | Debris Removal | |
| La Ceiba Nursery | Miami | Debris Removal | SB |
| Landmark Landscape & Property Maintenance | Hollywood | Debris Removal, Tree Trimming | SB |
| Landworks South,Llc | Homestead | Debris Removal, Tree Trimming | |
| Lara's Trucking | West Palm Beach | Debris Removal | SB |
| Leno Dredging and Hauling | Miami | Debris Removal, Hauling | |
| Let's Move It LLC | Delray Beach | Debris Removal, Emergency Road Clearance, Tree Trimming & Removal | |
| Lezcano Enterprises LLC | Lake Worth | Debris Removal | SB, SDB |
| LIGLightning Commercial Cleaning Service, LLC | Sunrise | Debris Removal | |
| LT Group | Miami | Debris Removal, Haul Out | WBE |
| M.O.D. | West Palm Beach | Debris Removal | WO |
| Manny Estrada | Miramar | Debris Removal | |
| Masterson Enterprise LLC | Loxahatchee | Debris Removal, Site Management, Demolition | |
| Maytin Engineering, Corp | Hialeah Gardens | Debris Removal | |
| McCall Aircraft Consulting, LLC | Southwest Ranches | Debris Removal, | SB |
| MCT Service, LLC | Coral Springs | Debris Removal | WBE |
| Meyers Turf LLC | West Palm Beach | Debris Removal | SB |

| Company | City | Scope of Work | Certs |
|---|---|---|---|
| Mhd Marketing Inc | Boca Raton | Debris Removal | SB |
| Miguel Lopez Jr Inc | Pembroke Pines | Debris Removal, Tree Trimming | 8a, HUB, SB |
| Mike Navin LLC | Davie | Debris Removal | |
| Modern Scapes of South FL, LLC | Southwest Ranches | Debris Removal | |
| MVS Industries | Miami | Debris Removal, Construction | DBE, SB |
| Nickle and Dime Solutions LLC | Miami | Emergency Road Clearance, Debris Removal, | |
| Nidiquar Services Llc | Miami | Debris Removal | SB |
| Nova Link Construction | Miami | Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out | |
| Ocean Reef Builders, LLC | West Palm Beach | Debris Removal | |
| Oyds Services Inc | Miami | Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump Removal | SB |
| Pack Plus, Inc. | North Miami Beach | Temp Staffing | |
| PackPlus Inc | Miami | Staffing/Labor | DBE, SBE |
| Palm Beach Tree & Landscape | West Palm Beach | Tree Removal | |
| Peacock Landscaping LLC | Homestead | Debris Removal | |
| PeopleReady | Hialeah | Temp Agency, Groundmen, Flaggers, Laborers | |
| Perfect Property Resources LLC | West Park | Debris Removal, Blue Roof, Other Services | |
| Phoenix Pro Management (Mbi Project Management, LLC) | Lake Worth | Construction, Blue Roof, Roofing | SB |
| PJ's Land Clearing & Excavating, Inc. | Lake Worth | Disaster Recovery | SB |
| Quality Built Florida Construction LLC | Boynton Beach | Debris Removal | |
| Quimeza Inc | Royal Palm Beach | Debris Removal, Site Management | |
| Raidan Development, LLC | Miami | Debris Removal | SB |
| RAS Construction | Miami | Debris Removal | |
| Rausa Builders | Miami | Debris Removal, Blue Roof, Construction | SB |
| Recovery Right LLC DBA Gator Junk Removal | Miami | Debris Removal | |
| Reliable Dumping LLC | Miami | Debris Removal | |
| Relyc Contractor Corp | Hialeah | Disaster Recovery | |
| Roadway Trucking Inc. | Miami | Debris Removal | SB |
| Rogue Response LLC | Delray Beach | Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Marine Debris, Mulch Haul Out | SDVO |
| roman's removal and cleaning | Hialeah | Debris Removal | |
| Royal Dumpster LLC | Miami | Debris Removal | SB |
| Royal Tree Service, Inc. | Cutler Bay | Debris Removal, Tree Trimming | |
| RPM Landworks Inc | West Palm Beach | Debris Removal, Tree Trimming & Removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Demolition. | SB |
| SA & SONS TRUCKING, LLC | Fort Lauderdale | Debris Removal, Tree Trimming & Removal, Mulch Haul Out | |

| Company | City | Scope of Work | Certs |
|---|---|---|---|
| Salgado Tree Trimming LLC | West Palm Beach | Debris Removal, Tree Trimming & Removal, Stump Removal | |
| Scionti Construction Group LLC | Boca Raton | Construction | SB |
| SDAC | Homestead | Debris Removal, Tree Trimming | 8a, HUB, SB, SDB, VO |
| Senco Construction Corp | Lake Worth | Debris Removal | |
| Seoane FJ Inc. | Miami | Debris Removal, Tree Trimming & Removal, Marine Debris | |
| Siboney Contracting Co. | West Palm Beach | Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Mulch Haul Out, Grinding, Incineration, Site Management, Personnel - Field Management | MBE |
| Sonny Valley Roofing and Coating LLC | Wellington | Emergency Road Clearance, Debris Removal, Personnel | |
| South Coast Equipment LLC | Miami | Equipment | |
| Starr Excavating LLC | Coral Springs | Debris Removal | |
| Take Stock Inc | Miami | Debris Removal | |
| Tate Transport Corporation | Fort Lauderdale | Debris Removal | |
| Taurus Transportation FL LLC | Fort Lauderdale | Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump removal, marine debris, sand screening, Mulch Haul out | |
| Team Ten Group Construction Corp | Miami Gardens | Debris Removal | SB |
| The BG Group, LLC. | Delray Beach | Emergency Road Clearance, Debris Removal - Land | WO |
| The Combined Group Corp | Miami | Debris Removal, Construction | 8a, SB, SDB |
| The MGT Group, Inc | Hollywood | Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, | |
| The Zenith Group Enterprises Corp | Pembroke Pines | Debris Removal, Construction | SB, VO |
| Thomas Maintenance Service LLC | Miami | Debris Removal, Tree Trimming | SB, WO |
| Training And Supervision Of Brigades | Sunny Isles | Suppliers and Material Providers, Blue Roof, Construction, Other Services | WO |
| Trash Be Gone Inc | Southwest Ranches | Debris Removal | |
| TrashHelp / JA Daniel Management Inc. | West Palm Beach | Debris Removal | SB, WO |
| Travis Mobile Auto Solutions LLC | Boynton Beach | Debris Removal | |
| Treecycle Land Clearing, Inc | Greenacres | Debris Removal, Tree Trimming | |
| Trinity Water Restoration Service, Inc | Hollywood | Debris Removal | |
| Tropical Disaster Disposal | Dania | Debris Removal, Tree Trimming | SDB, VO |
| Tropical Gardens Center | Southwest Ranches | Debris Removal | |
| Tuti's Express LLC | Florida City | Emergency Road Clearance, Debris Removal, Tree trimming and removal, Stump Removal, | SB |
| Ultimate Disaster Recovery, Corp. | Hialeah | Debris Removal | |

| Company | City | Scope of Work | Certs |
|---|---|---|---|
| Universal Partners Group | Miami | Construction | |
| Unlimited Builders Corp | Hialeah | Debris Removal | |
| USS Hauling & Recycling | Miami | Debris Removal | |
| V12 Trans Corp dba V12 Logistics | Pompano Beach | Debris Removal, HHW Removal, | SB, SDB |
| Vision & Mission Consultants LLC | Hollywood | Debris Removal | |
| VMAD, LLC | Miami | Disaster Recovery | VO |
| Wastetech | Fort Lauderdale | Debris Removal | WO |
| World Detail Specialists Inc. | Ft. Lauderdale | Debris Removal | SB |

# 5 LITIGATION AND TERMINATIONS

## 5.1 Summary of Litigation

Ceres Environmental Services, Inc. has never been litigated against by any city, county, state or federal government agency, and Ceres has never litigated a contract claim against a city, county, or state Government agency. Ceres has never filed for bankruptcy, has never been debarred, has never been defaulted and has never failed to complete a project. There have been no criminal violations or convictions against Ceres or any of its principals.

Below is a list of Ceres' litigation, claims(s) or contract dispute(s) filed by or against the offeror in the past five (5) years related to the services that Ceres provides in the regular course of business:

### Pending

1. *Dana Heimdahl Chernault v. Ceres Environmental Services, Inc.*

Filed June 2, 2023, plaintiff, former Ceres employee Dana Chernault Heimdahl Chernault alleges Ceres Environmental Services, Inc breached its' contract with her regarding compensation for her role within the company as Safety Director. This case is still open and pending.

2. *Mark Shaffer v. DEH Disaster Relief, LLC; Ceres Environmental Services, Inc.; Beaufort County, SC, et al.; Beaufort County, SC* [PENDING]

Filed on or about August 24, 2017, plaintiff contends that a trailer being hauled by a contractor of DEH Disaster Relief, LLC, a subcontractor to Ceres in the cleanup of debris from Hurricane Matthew in Beaufort County, SC, on or about May 3, 2017, became disconnected from the truck, resulting in an accident that was fatal to the plaintiff's wife, Susan Shaffer. Ceres is a secondary defendant named in this matter. This matter is pending.

*3. Edna Elizabeth Freeman and Godfrey Smith v. Ceres, Inc., and Matthew Ress; St. John, USVI [PENDING; Co-Defendant is Deceased]*

Filed on or about November 18, 2019, plaintiffs Edna Elizabeth Freeman and Godfrey Smith contend that a three (3) bedroom one (1) bathroom house on their jointly owned property on St. John, U.S. Virgin Islands (USVI) was negligently demolished by a Ceres team working on the island following Hurricanes Irma and Maria. Plaintiffs further allege that they did not discover the loss for almost a year because they were unable to access the property until November 2017 due to the damage caused by the hurricanes. Ceres contends that contracted work performed by the company in the USVI did not include any private property work, and only included debris removal from public right of way. The subcontractor involved is defending this case.

### Resolved

1. *Leyenda Fresh Farms, Inc. & DeLeon Produce Sales, Inc. v Miami-Dade County, Arbor Tree, and Land, Inc. Ceres Environmental, Inc., CNC Management Group Inc., G7 Holdings Inc, RAS Investments Corp., SFM Landscape Services, LLC, and U.S. Sweeping, Inc. [DIMISSED W/O PREJUDICE]*

Filed on September 10, 2021, plaintiff Leyenda Fresh Farms, Inc. and Deleon Produce Sales, Inc. contend that their crops were ruined on the land they leased from Miami Dade County, FL by contractors hauling Hurricane Irma debris. The land belonged to Miami Dade County, and they cancelled the lease with the plaintiff when they needed the land for a temporary debris site for the hurricane debris. All the contractors and subcontractors that hauled to the debris site were brought into the case.

2. *Richard Vargas v. Ceres Environmental Services, Inc. dba Environmental & Demolition Services Group; The State of California Department of Resources, Recycling, & Recovery (CalRecycle) [DISMISSED]*

Filed on August 11, 2020, plaintiff Richard Vargas contends that he was diagnosed with sarcoidosis due to being a truck driver that hauled ash, debris, soil, metal, and concrete on Ceres CalRecycle project that cleaned up the City of Paradise fire in the summer of 2019. The plaintiff alleges he was in perfect health before working on this project. This case is dismissed.

## 5.2 Termination of Contracts

Ceres Environmental Services, Inc. has not had any contracts terminated for default, non-performance or delay in the past five (5) years.

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* Ceres Environmental Services, Inc.

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost $ | Extended Cost $ |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | $180.00 | $25,200.00 |
| Crash Truck w/Impact Attenuator | 70 | HRS | $112.00 | $7,840.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | $90.00 | $6,300.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | $105.00 | $7,350.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | $125.00 | $8,750.00 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | $175.00 | $12,250.00 |
| Dump Truck, 16 +/- CY | 70 | HRS | $90.00 | $6,300.00 |
| Dump Truck, 20 +/- CY | 70 | HRS | $100.00 | $7,000.00 |
| Dump Truck, 38 +/- CY | 70 | HRS | $110.00 | $7,700.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | $65.00 | $4,550.00 |
| Generator, 200 kW, List kW Capacity | 70 | HRS | $340.00 | $23,800.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | $850.00 | $59,500.00 |
| Light Plant with Fuel and Support | 140 | HRS | $35.00 | $4,900.00 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | $135.00 | $9,450.00 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | $140.00 | $9,800.00 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | $155.00 | $10,850.00 |
| Kunckleboom Loader | 140 | HRS | $240.00 | $33,600.00 |
| Lowboy Trailer w/ Tractor | 70 | HRS | $125.00 | $8,750.00 |
| Mobil Crane up to 15 Ton | 70 | HRS | $130.00 | $9,100.00 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $100.00 | $7,000.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $225.00 | $15,750.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $395.00 | $27,650.00 |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | $20.00 | $1,400.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $115.00 | $8,050.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $125.00 | $8,750.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $115.00 | $8,050.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $125.00 | $8,750.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | $595.00 | $83,300.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | $125.00 | $8,750.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | $115.00 | $8,050.00 |
| Truck, Flatbed | 70 | HRS | $125.00 | $8,750.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | $30.00 | $4,200.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | $95.00 | $13,300.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | $110.00 | $7,700.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | $185.00 | $12,950.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | $100.00 | $7,000.00 |
| **Equipment with Operator Extended Price:** $502,390.00 | | | | |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | $90.00 | $6,300.00 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | $85.00 | $5,950.00 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | $110.00 | $15,400.00 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | $55.00 | $7,700.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | $50.00 | $7,000.00 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | $75.00 | $5,250.00 |
| **Schedule 1 Extended Price:** $47,600.00 | | | | |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | $340.00 | $27,200.00 |
| **Crew Category Extended Price:** $27,200.00 | | | | |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | $315.00 | $630,000.00 |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | $9.48 | $948,000.00 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | $9.48 | $948,000.00 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | $10.98 | $1,098,000.00 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | $59.98 | $5,998,000.00 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | $4.98 | $996,000.00 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | $4.98 | $283,860.00 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | $5.98 | $340,860.00 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | $6.98 | $397,860.00 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | $8.48 | $483,360.00 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | $50.00 | $6,000.00 |
| 13 inch to 24.99 inch diameter | 70 | EACH | $195.00 | $13,650.00 |
| 25 inch to 36.99 inch diameter | 10 | EACH | $245.00 | $2,450.00 |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | $295.00 | $2,950.00 |
| 49 inch and larger diameter | 5 | EACH | $395.00 | $1,975.00 |
| Hanger Removal (per Tree) | 1900 | TREE | $98.89 | $187,891.00 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | $259.00 | $5,180.00 |
| 37 inch to 48.99 inch diameter | 15 | EACH | $345.00 | $5,175.00 |
| 49 inch and larger diameter | 1 | EACH | $395.00 | $395.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | $95.00 | $1,900.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | $75.00 | $1,500.00 |
| **Schedule 2 Extended Price:** $12,353,006.00 | | | | |
| | | | | |
| **GRAND TOTAL** | | | $ 12,930,196.00 | |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | $8.98 | $898.00 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | $29.00 | $1,450.00 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | $95.00 | $1,425.00 |
| Single Axle | 10 | EACH | $95.00 | $950.00 |
| Double Axle | 10 | EACH | $105.00 | $1,050.00 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | $0.50 | $5.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

# REVISED BID/PROPOSAL FORM

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

# 7 SUPPLEMENTAL INFORMATION

## 7.1 Health and Safety Plan

Employee and contractor safety is the ultimate goal of Ceres Environmental Services, Inc. Each employee and contractor – from upper management to equipment operator – has the responsibility to conduct our business operations in a safe manner without injury to persons; interruption of production; or damage to property, equipment, or materials. Ceres has developed a Corporate Health and Safety Program that details authorities and responsibilities regarding the overall corporate safety and health program. This plan provides mechanisms for communicating responsibilities and expectations of all personnel regarding workplace safety and health.

As a part of the Plan, Ceres recognizes and follows all requirements of EM 385-1-1, and adherence and compliance with the federal OSH plan, and all applicable State OSH plans. Key elements of the Ceres corporate-wide safety and health program are management commitment, supervisory accountability, and employee support and collaboration. Everyone is expected to comply with established work practices; to actively participate in the safety programs and initiatives of this company; and to be responsible for his or her personal safety and the safety of others.

These plans have been established to provide mechanisms through which Ceres can communicate responsibilities and expectations of all personnel with regard to workplace safety. Each individual is expected to comply with the established work practices, to assume responsibility for their own safety, and to actively participate in the safety programs of this company.

A current milestone in our safety portfolio is our exceptional rating with the Federal Motor Carrier Safety Administration (FMCSA). Of 24 inspections in the previous 24 months, Ceres combined out of service rate for vehicle, driver and HAZMAT inspections is zero in six (6) driver and HAZMAT categories. Ceres has a perfect record, substantially below the national average, in the remaining three (3) vehicle categories.

Ceres worked approximately 650,000 manhours without a single lost time injury in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres' commitment to safety.







Ceres takes special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first – and as result of our very successful efforts, Ceres received the **National Safety Council Perfect Record Award** for operating nearly 230,000 employee hours without occupational injury or illness in 2010.

We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses.

### Responsibilities

Workplace safety is the responsibility of every individual associated with this organization, for it is only with the continuous and combined effort of all individuals that a safe work environment can be developed and maintained. Specific responsibilities for safety have been established for the executive, managerial, supervisory and employee levels of this organization. The following responsibilities are considered the minimum effort and responsibility that is expected of all individuals.

#### Executive

Executive leadership and commitment are paramount to the success of any safety program. The role of the executive includes the following functions:

- Issuance of a formal health and safety policy

- Support of health and safety program development and implementation
- Protection of company assets, including personnel and property
- Commitment to providing products and services produced in a safe environment

### Managers

Managers have the overall responsibility of ensuring safety programs and procedures are properly developed and implemented. Managers are responsible for:

- The implementation and maintenance of health and safety programs
- Ensuring compliance with applicable federal, state, and local health and safety regulations applicable to each work site
- Monitoring accident trends and implementing appropriate corrective actions to reverse or control the trend
- Ensuring all accidents are promptly and thoroughly investigated
- Ensuring all safety rules, programs, and procedures are enforced
- Ensuring appropriate equipment and materials are provided in support of safety programs
- Ensuring communication between supervisors, employees, and contractors is maintained regarding job and site safety requirements
- Ensuring appropriate training and educational programs are provided to all supervisors and employees
- Actively participating in safety committee activities and monitoring recommendations and corrective actions
- Auditing this program on at least an annual basis for company compliance with the stated policies and for areas of potential improvement

### Supervisors

Supervisors are generally responsible for creating a safe work environment and for integrating safe work practices and procedures into work activities. Supervisors are responsible for:

- Providing a hazard-free or controlled work environment for all personnel
- Educating employees in safe work procedures and techniques
- Enforcing the use of safety equipment and safe work procedures
- Ensuring the site is properly secured prior to work activities
- Conducting regular meetings with site workers and contractors regarding project activities, procedural changes, and safety requirements
- Supervising and evaluating overall worker performance and implementing appropriate corrective measures as needed to protect all site personnel
- Monitoring the work site regularly for human, situational, or environmental factors that could cause or contribute to accidents and implementing appropriate controls
- Investigating promptly all accidents to identify contributing factors or actions and implement corrective actions to prevent a recurrence
- Actively supporting safety committee functions and employee educational and training programs

### Employees

Well-trained and educated employees are the greatest asset against injury, damage and illness in the workplace. Executives, managers, and supervisors are responsible for developing, implementing and enforcing the safety policies, programs and procedures, but employees have the ultimate responsibility of combining these work practices with job activities on a daily basis. Employees are responsible for:

- Observing safety rules and procedures
- Recognizing and reporting observed potential hazards to the Field Supervisor
- Maintaining safety equipment in good condition and ensuring damaged equipment is repaired or replaced
- Developing good health, hygiene, and housekeeping practices
- Reporting all accidents and injuries immediately
- Participating in safety committee activities and training or educational programs

## Identifying and Controlling Hazards

The identification and control of hazards can be accomplished by several means. One method employed by Ceres regularly is that of the Activity Hazard Analysis (AHA). The purpose of the AHA is to evaluate job activities relating to each project, identify potential hazards associated with each activity, and determine appropriate control measures. Such safety concerns are reviewed in project start-up safety meetings and subsequent weekly toolbox meetings, or as otherwise needed, to ensure all site personnel are aware of the concerns and the control measures or practices.

The Field Supervisor is responsible for ensuring completion of the AHA using the form included in this section of our proposal. Copies will be submitted to the Project Manager for review and comment prior to the start-up safety meeting or toolbox meeting. The Field Supervisor retains the original AHA forms in the project safety records file along with documentation of meetings with employees regarding the AHAs.

## Accident Investigation

The prompt investigation of any accident or incident is an important tool that can be used to identify hazards and control measures. The purpose of accident investigation is to determine the hazards or conditions that contributed to the occurrence, and then determine appropriate control measures or corrective actions to eliminate or control those hazards or conditions.

All accidents, whether or not a recordable injury is involved, are investigated as soon as possible following the incident and at least within 24 hours. Recordable injuries are those where the injured party lost time from work, received medical attention beyond basic first aid, or was placed on a work restriction because of the injury.

### Supervisory Investigation

Every recordable injury must be investigated as soon as possible following the accident. Non-recordable incidents are also investigated, and corrective actions implemented to prevent a recurrence with potentially more serious consequences. Each investigation must be documented using the Supervisor's Investigation Report included at the end of this section of our proposal. Indicate on the report whether the accident involved a recordable injury.

### Management Review

Management will review each investigation report and provide additional input regarding corrective measures, if appropriate, and assist in ensuring corrective actions are implemented.

Management will also review all investigation reports periodically, and at least annually, to evaluate any trends or recurring problems and whether additional controls are needed. This analysis identifies those job functions where injuries occur most frequently and reviews the types of injuries that occurred. The company frequency and severity rates are also calculated and compared to the national average for the industry. Management includes this review process as part of the meeting agenda for the safety committee.

### Record Keeping

All incidents should be recorded on the Accident Investigation Reports. Recordable injuries must be reported on the First Report of Injury form which is submitted to the Minnesota Occupational Safety and Health Administration department. All recordable injuries must also be documented on the OSHA 200 log which must be posted in the workplace annually between February 1 and March 1 for the prior calendar year.

## Communication and Training

Ceres has developed training and educational programs for their employees which vary depending upon job function and responsibilities. The contents of the AWAIR program and the Occupational and Preventative Medicine Program will be reviewed during New Employee Orientation and the annual Employee Right-to-Know training sessions.

Work-related hazards and control measures will be reviewed with site personnel at the project start-up safety meeting or during toolbox meetings held weekly throughout the duration of a project.

Communication is also facilitated between all company personnel through the Safety Committee. The function of the safety committee is to create and maintain an active interest in safety and to develop practices and procedures that will help eliminate or reduce workplace hazards.

The members of the safety committee meet on a regular basis to discuss matters such as accidents and control measures, employee concerns, and new operations or equipment. The minutes of each meeting will document the date, time and attendees of the meeting along with items discussed, the outcome of any inspections, new business, the status of prior or outstanding business, general comments, task assignments, and a tentative date for the next meeting.

## Enforcement

Enforcement of safe work practices and procedures at the job site will be enforced by the Field Supervisor and Project Manager in accordance with the Ceres Disciplinary Action Standard Operating Procedure. Disciplinary Actions that may be administered by the Field Supervisor or Project Manager include verbal warning, written warning, and removal from the job. Disciplinary Actions for serious offenses, such as those violating company drug and alcohol use policies or some other offense resulting in endangerment of the employee or co-workers, will be administered by a Human Resources representative or Officer of the Company. Such actions may include suspension or termination. Please refer to the Ceres SOP regarding Disciplinary Actions for further details.

Any disciplinary action administered by the Field Supervisor or Project Manager must be documented. Safety Violation Notice forms are included at the end of this section of our proposal for such purposes. A copy of any such completed forms must be forwarded to Human Resources and the original retained in the job files by the Field Supervisor or Project Manager.

## Occupational and Preventative Medicine Program

### Purpose

We consider the health and safety of each of our employees to be of primary importance. Our objective is to conduct our business in the safest possible manner consistent with the Occupational Health & Safety Act, applicable contract regulations and good company health and safety practices.

Management recognizes the right of workers to work in a safe and healthy work environment. All employees, subcontractors, supervisors, and visitors will be held accountable for their health and safety performance.

The attitudes and cooperation of all in the promotion of accident prevention will assist in achieving our goal to make the job sites of Ceres Environmental Services, Inc. a safe place to work.

### Policy – Preventative Medicine

Ceres Environmental Services, Inc. offers preventive immunization services for its employees who are assigned field responsibilities relating to disaster recovery/emergency response clean-up activities and/or contracts.

The services may include but are not limited to offering of immunizations, evaluations, treatments, and analysis of job exposures. Some jobs or work locations may require a pre-placement medical examination such as Commercial Drivers as required by (FMCSA 49 CFR 391.41). Some jobs may require immunizations such as remediation, decontamination or similar tasks. Employees should contact Ceres Corporate Health and Safety Manager to see what immunizations may be required and available.

An employee who is concerned about an exposure that could affect his or her health should tell his or her supervisor. The supervisor and Ceres Health and Safety Manager can analyze the potential exposure, provide information, and/or make appropriate immunization recommendations.

The following forms are used by Ceres health and safety staff.

# ACCIDENT/INCIDENT INVESTIGATION REPORT
HR-016
(07/11/2000)

Employer: _____
Employee: _____ Age:_____
Position: _____

Incident Date: _____ Day: _____ Time:_____

Description of Incident: _____
_____

Nature of Injury/Property Damage: _____
_____
_____

Contributing Factors: _____
_____
_____

Type of medical treatment provided and location: _____
_____

Loss Severity Potential: High/Major _____ Medium/Serious _____ Low _____

Probable Recurrence Rate: Frequent _____ Occasional _____ Rare _____

Actions implemented to prevent recurrence: _____
_____
_____
_____

Supervisor/Manager: _____
Name (please print) Date

Investigated by: _____
Name Date

Reviewed by: _____
Name Date

# CERES ENVIRONMENTAL SERVICES, INC.
# ACTIVITY HAZARD ANALYSIS

Project Number:_____ Location:_____
Date:_____

| ACTIVITY | POTENTIAL HAZARD | RECOMMENDED CONTROLS |
|---|---|---|
| | | |
| | | |
| | | |

AHA conducted by: _____ Date: _____
Name (printed)

## ACTIVITY HAZARD ANALYSIS

## ASSESSMENT GUIDELINES

When conducting an assessment for potential hazards, sources of the following conditions and situations should be surveyed:

- motion
- temperature extremes
- chemical exposures
- hazardous dusts
- radiation
- sharp objects
- falling objects
- rolling or pinching hazards
- electrical hazards
- compression or impact hazards

The information obtained during the assessment should then be organized and evaluated to determine control points and appropriate personal protective equipment. Equipment should be selected based on the potential hazard and guidelines contained in the respective ANSI standard. Where appropriate, equipment must be fit to the employee and training will be completed for all employees prior to equipment use.

A document must be prepared and retained on site that certifies the evaluation has been completed and that identifies the area(s) evaluated, date, observations, and the identity of the individual certifying that the evaluation was completed. The AHA form included in this section of our proposal may be used to document the evaluation.

## CERES ENVIRONMENTAL SERVICES, INC.

## PERSONAL PROTECTIVE EQUIPMENT/AHA TRAINING LOG

Date:_____ Trainer:_____

Location/Activity:_____

Information Reviewed:_____

_____

_____

PPE Issued and/or Procedures Implemented:_____

_____

_____

Employees Receiving Training:

| | |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Reviewed by:_____ _____
Name (printed) Name (signature)

Date:_____

## CERES ENVIRONMENTAL SERVICES, INC.

## SAFETY HAZARD REPORT

Date:_____ Time:_____ Location:_____

Description of Hazard:_____

_____

_____

_____
Signature of Reporting Employee

**Safety Committee:**

Corrective Action Priority: ☐ Immediate
☐ Within 8 hours
☐ Within 48 hours

_____
Signature of Authorizing Supervisor

Corrective Action Taken:_____

_____

_____

Work Completed by:_____ _____
Name (printed) Name (signature)

Date:_____ Time:_____

Safety Violation Notice

Date of Violation: _____

Employee: _____

Supervisor: _____

The employee cited above violated company safety policy as stated below:

_____

_____

This employee was instructed in the safe working practices with regard to this violation.

_____ _____

Supervisor's Signature Date

_____ _____

Employee's Signature Date

_____ First Violation

_____ Second Violation

_____ Third Violation

_____ Fourth Violation

I. Administration of the four-step disciplinary system in regard to violations of this policy. The system is as follows:

a. First Violation: Verbal warning; notation for personnel file.

b. Second Violation: Written warning; copy for file or personnel office.

c. Third Violation: Written warning; three-day suspension without pay:

d. Fourth Violation: Termination of Employment.

## CERES ENVIRONMENTAL SERVICES, INC.

## SUPERVISOR/SAFETY COMMITTEE SAFETY INSPECTION REPORT

**NOTE:** Explain in detail and/or submit recommendations in "Comments" section for all items in the "Needs Action" column. Document completion of recommendations and/or "Needs Action" items in "Follow up" column.

Date:_____ Time:_____ Location:_____

| | Satisfactory | Needs Action | Follow up |
|---|---|---|---|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |
| 6. _____ | _____ | _____ | _____ |
| 7. _____ | _____ | _____ | _____ |
| 8. _____ | _____ | _____ | _____ |
| 9. _____ | _____ | _____ | _____ |
| 10. _____ | _____ | _____ | _____ |

Comments/Recommendations:_____

_____

_____

Inspected by:_____ Date:_____
Name (printed)

Reviewed by:_____ Date:_____
Name (printed)

## 7.2 DMS Safety and Operational Plan

### Site Safety Plan Description

Ceres Environmental Services, Inc. is committed to a safe healthful workplace for its employees. Our purpose is to help reduce injuries and illnesses within the organization, conduct business operations in a safe manner without injury to persons, interruption of production, or damage to property. Each individual is expected to comply with the established work practices, to assume responsibility for their own safety, and to actively participate in the safety programs of this company.

Safety is integral to our operations, and this is accomplished by providing training not only for Ceres' employees, but also by offering training orientation to our subcontractors and their workers. In this manner, a high level of safety is maintained in the Debris Management Site (DMS) and in the Rights of Way. This important part of the work is also emphasized in frequent "tail-gate" safety meetings that are very brief but serve to underline a specific topic and also to keep thoughts of safe operations active in all workers on a daily basis.

DMS safety and occupational health guidance is promulgated by FEMA, the U.S. Army Corps of Engineers, OSHA and the EPA among others. Ceres complies with these regulations during emergency response operations. These plans are based on guidance that can be found in FEMA's Debris Management Guide P-325, at http://www.usace.army.mil/Pages/default.aspx and on Ceres accumulated experience.

DMSs will be inspected daily to:

- Ensure equipment is in proper working order.
- Waste materials are properly containerized and disposed of.
- Any hazardous materials present are properly stored.
- Other materials are properly managed and stored;
- The site and equipment are secured at the end of each work day.

A Site Safety Officer (SSO) or designated alternate will be assigned to Plantation and inspect the work area at least daily to ensure continued compliance with site safety requirements. Safety inspections are recorded on the record of safety inspection form. Safety deficiencies identified will be documented with corrective actions noted. The inspection record will identify the individual responsible for the corrective action and time frame for follow-up. Verification of corrective action completion must be documented on a safety inspection record and acknowledged by the inspector first citing the finding.

This operation will comply with all requirements of the project, Accident Prevention Plan, applicable OSHA requirements, and any additional local requirements.

- Backing up of trucks not permitted without operator instruction and use of flaggers. Back-up alarms must be functional and appropriate for the site conditions.
- Post speed limits -5 mph on haul road in site, and 10 mph for access roads
- All drivers must obey haul road plan
- All personnel must use the required Personal Protective Equipment (PPE) (hard hat, steel toe boots, long work pants, eye protection, reflective vest (number 2 or 3), shirts with sleeves at least 4" in length, hearing protection and gloves as needed.
- Maintain a safe distance around all the equipment of at least 20 feet.
- Do not walk behind equipment, drivers to remain inside the vehicles, exit only with the acknowledgment of equipment operator and required PPE.
- All equipment will have a fire extinguisher present.
- Equipment will only work inside an established work zone with the proper traffic control devices in place.
- Trucks will be separated by at least 20' when dumping loads in the dump area.
- Drivers will wear seatbelts and otherwise comply with federal and state commercial vehicle driving requirements.
- An exclusion zone of 100 feet MUST be around the burn pit with regard to material staging areas. The burn area must be located at least 1,100 feet from the nearest structure.

### Management Responsibilities

Project Managers have the overall responsibility of ensuring the safety programs and procedures are properly developed and implemented at the DMSs through the following actions:

- The implementation and maintenance of health and safety programs.
- Assigning competent staff to coordinate compliance with special compliance areas.
- Ensuring the timely processing of First Reports of Injury (FRIs) and the maintenance of the OSHA 300 *Log of Work-Related Injuries and Illnesses*.
- Signing and ensuring the posting of the annual OSHA 300A *Summary of Work-Related Injuries and Illnesses.*
- Directing an annual evaluation of the health and safety program.
- Establishing and supporting an active role for the safety committee and the development of annual health and safety work plans.

### Personal Protective Equipment Requirements

Activity Hazard Analyses (AHAs) are conducted by the Corporate Health and Safety Officer and the Project Manager prior to the startup of the job. During mobilization and prep, the AHAs are reviewed with the Site Superintendent or SSO and additions or changes made at that time based on actual site conditions or any other changes from the planned activities. Additional AHAs are prepared prior to subsequent work activities based on the remaining definable features of work for the project. Final AHAs are reviewed with all site personnel at the project start up (indoctrination) safety meeting. Additional changes may be warranted during the project due to any changes or alterations in work activities, equipment or site conditions. For each potential hazard identified during the AHA evaluation, suitable control measures will be determined and documented on the AHA. At any time during the project when additional activities or hazards are identified that are not included in existing AHAs for the project, the appropriate additional AHAs, or amendments to existing AHAs, will be completed and training provided to project personnel.

Project personnel are advised prior to project startup of the anticipated personal protective equipment requirements. The Project Manager will ensure all site personnel have received appropriate training or instruction regarding the proper use, care, maintenance, limitations, storage and disposal of all PPE. Individuals required to wear respirators will complete a respiratory fitness examination by a qualified physician, a respirator fit test, and training. Training will include a review of proper procedures to don and doff the respirator, fit test procedures, limitations and proper use, inspection, cleaning and maintenance, storage, disposal of used cartridges and respirator masks, proper care and expected life of cartridges and masks. Personnel unable to meet the training or medical requirements pertaining to respiratory protection will not be permitted to use such devices nor conduct work activities requiring the use of these protective devices.

## DMS Operational Plan Description

Ceres will utilize the DMSs identified by the City. If additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone

- Four walking floor trucks (120 cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

### Equipment Inspections/Certifications

Prior to the initial use of any piece of heavy equipment, the operator and Site Superintendent will perform a thorough inspection. Any deficiencies noted at the time of this inspection must be addressed prior to allowing the equipment to be placed in service. Repairs or maintenance of company equipment should be reported to the Equipment Manager of Ceres and recorded on the company daily reports. Each inspection checklist is maintained on site and made available for review by government or company representatives.

Prior to use each day, the operator will perform an inspection of the equipment to ensure major components are properly functioning and that the equipment has sufficient oil and fuel. Any deficiencies are reported immediately to the Site Superintendent for a determination of corrective measures. A copy of the deficiency will be retained in a file marked “Follow Up Safety Inspections” to ensure re-inspection of the item occurs on or prior to the expected date of corrective action completion. The follow up inspection will specifically address the deficiency and whether the corrective action taken is complete and satisfactory.

### Load Tickets and Reporting

Ceres uses preprinted, five-part carbonless, color-coded load tickets. The tickets are available for use on this project if approved by the City. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry. Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.



### Material Separation

Due to the nature of these operations, material separation is required to properly and efficiently process debris. Collection crews will segregate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the separation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be segregated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be segregated and baled or otherwise processed for recycling. Concrete will be segregated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be segregated and recycled to the maximum extent possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

### DMS Traffic Control

Traffic control will be provided near the entrance to the staging area of this site. Traffic control personnel will be trained in the hazards and requirements of their duties and safety requirements and precautions. Compliance with the safety requirements of Ceres Accident Prevention Plan and EM 385-1-1 is mandatory; Personal protective equipment must be worn and traffic control (Stop/Slow) paddles used. Signage (per DOT and Uniform Traffic Control Devices) will be posted at distances of 500 and 1000 feet from the entrance to the site to warn other traffic in the area of the presence of trucks and traffic control personnel. The speed limit on the approach road to this site will be 10 mph, with a speed limit on the site haul road of 5 mph. Traffic control personnel will be responsible for directing traffic into and out of the site and for

assisting haulers as needed to safely back trucks in for dumping in the debris staging area. Trucks WILL NOT back up to dump until so instructed by an assisting flag person and will not otherwise back up unless SPECIFICALLY instructed to do so by an operator. Trucks will space themselves at the dump location to allow sufficient space between trucks to facilitate safe dumping and maintain a safe zone around the truck of at least 20 feet. All equipment will be equipped with an operating backup alarm; equipment that does not have a functional alarm will be decommissioned until the necessary repairs are completed.

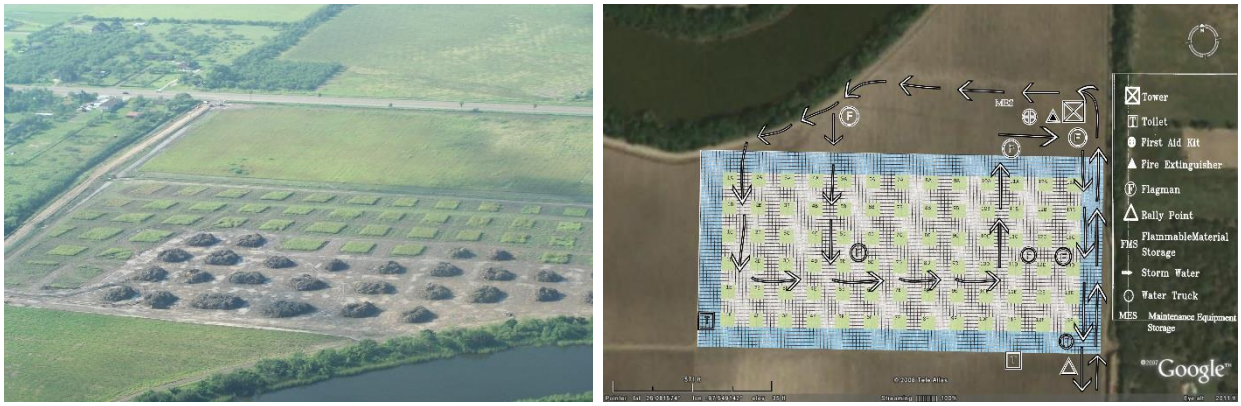


*An Aerial view of a DMS used by Ceres in the past and its site layout plan.*

A DMS site map will indicate the following items: Access Roads, Haul Road Directions, Location of Tower, Location of Reduction equipment/exclusion zones, Location of Staging Piles, Location of HTW (Hazardous and Toxic Waste) Pit, Location of Flammable Materials Storage, Location of Recyclables, Non-recyclable Staging Area, Topography and Storm Runoff Patterns, Nearest Receiving Waters (creeks, rivers, ditch, etc.), Location of Wetlands, Location of any Utilities and Location of Sanitation Units.

### Collection and Reduction of Debris

The following steps will be taken to collect and haul storm debris to the designated DMSs:

- Ceres will collect, load and haul all debris from the municipalities and transport it to the reduction site. There will be a minimum of two passes through each of the collection sites. Collection routes will be the same as the routes that were utilized before household collections.
- Ceres will separate the debris at the reduction sites, to the extent that is feasible, into recyclables, non-recyclables, non-hazardous and hazardous household waste.
- Ceres will reduce, recycle and/or dispose of all debris according to all local and federal regulations.
- Ceres will be responsible for the control and management of the reduction site, working in accordance with regulations of the Environmental Quality Board as well as any other local or federal applicable regulation.

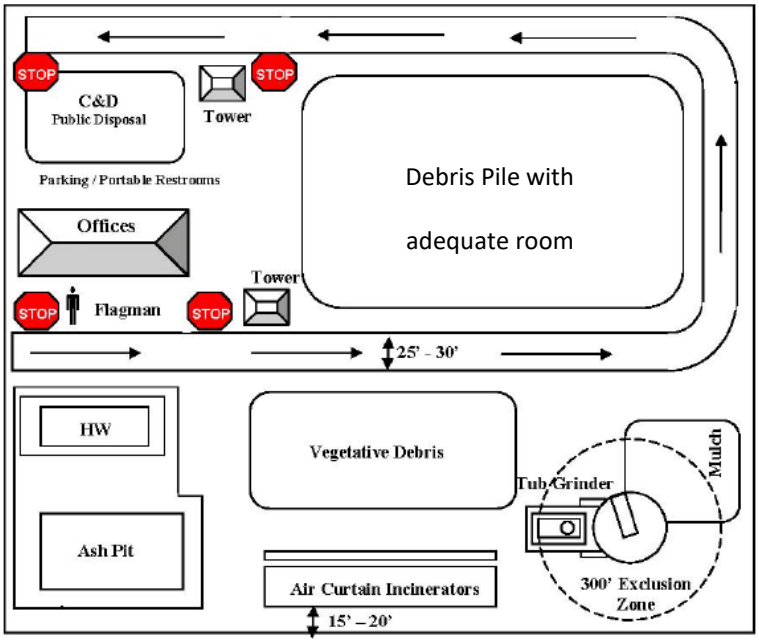


*Typical setup of a DMS used by Ceres.*

- At some reduction sites there will be debris disposed of for processing by trucks other than those under Ceres contract.

### Method of Debris Disposal

The following steps will be taken to dispose of storm debris when it is taken to the DMS:

- Materials will be recycled unless it is determined not to be economically feasible to Plantation.
- Any debris that qualifies for land filling will be reduced and transported to a nearby authorized landfill for proper disposition by Ceres, in coordination with the landfill administrator.
- Household hazardous material and waste will be separated at the reduction site and maintained in a designated area to be processed. Medical waste will also be stored in hazardous waste area for processing by Ceres.
- Freon will be removed and recovered from the discarded refrigerators, air conditioners and/or any discarded appliance known to have or that may have Freon.
- Chipping/grinding is allowed for all lumber, treated and untreated.

# GUARANTEE OF PROPOSAL

Name of Company: Ceres Environmental Services, Inc.

Street Address: 6371 Business Boulevard, Suite 100

| Sarasota | Florida | 34240 |
|---|---|---|
| City | State | Zip |

Mailing Address: 6371 Business Boulevard, Suite 100, Sarasota, FL 34240

Phone No.: (800) 218-4424 Fax#: (866) 228-5636

Email Address: contact@ceresenv.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: CGC1508764

State of Florida Corporation ID # (From Secretary of State): P20000086640

Federal Employer Identification Number (FEIN): 41-1816075

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

~~Corporate Seal~~ (Where appropriate)

NO SEAL

(Authorized Signature in Ink or Electronic)

Tia Laurie

(Printed Name of Above Signer)

Corporate Secretary

(Printed Title of Above Signer)

December 6, 2024

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Tia Laurie, on this 6th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. RFSP NO. 001-25.

Addenda Numbers Received:

1 - November 1, 2024

2 - November 22, 2024

3 - December 4, 2024

AUTHORIZED SIGNATURE: Tia Laurie

PRINTED NAME OF ABOVE: Tia Laurie

TITLE OF ABOVE: Corporate Secretary

COMPANY NAME: Ceres Environmental Services, Inc.

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# ADDENDUM NO. 1

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 1, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Ceres Environmental Services, Inc.

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# ADDENDUM NO. 2

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 22, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS:**

**Question No. 1** – Please provide me with the members of the evaluation committee for RFSP NO. 001-25 and their positions at the city

**Response No. 1 –** Matthew Thompson, Public Works Director (1- Chair),
Melissa Doyle, Division Manager, City of Fort Lauderdale (2), Danny Pollio, Utilities Director (3)

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Ceres Environmental Services, Inc.

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# ADDENDUM NO. 3

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

**QUESTIONS AND ANSWERS:**

**Question No. 1** When was the last time the City had a contract activation for Debris Removal? How many CYs were removed?

**Response No.1** Last debris activation, Irma (4337) – total value of Cat A (debris removal) was $18,468,692.45.

**Question No. 2** Has the city determined which landfill(s) can be used? If so, please provide locations.

**Response No. 2** City is a party to Broward County ILA; additionally, City has an agreement with Bergeron Emergency Services

**Question No. 3** Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

**Response No. 3** See Scope of Services Section 2.1 (Contract Period) on page 27 of the solicitation

**Question No. 4** Can the City provide which contractor held the previous or holds the current contract for the services requested in this solicitation with pricing?

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**Response No. 4** a. Bergeron Emergency Services_ Secondary Contractor (See attached latest Amendment)

b. Crowder-Gulf Joint Venture, Inc_ Primary Contractor (See attached latest Amendment)

c. T.F.R. Enterprises, Inc dba T.F.R, Inc of Texas Tertiary

**Question No. 5** Will there be a public bid opening? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?

**Response No. 5** The City will have a public bid opening. However, at this time the City is not offering a virtual option. Only the name of the Proposer(s) will be read into record during the public proposal opening

**Question No. 6** How does the City/Town/County want us to calculate the $ amount for the bid bond? Or will listing "5% of the full amount of bid" on the bid bond be acceptable?

**Response No. 6** Listing 5% of the full amount of bid" on the bid bond would be acceptable.

**Question No. 7** The scope of work dictates that the debris resulting from the removal of hazardous trees and hanging limbs will have a unit rate per tree which includes hauling the resulting debris to DMS or final disposal site. This would require collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. If there is a major event, collection trucks will be more efficiently used if they could travel the ROW and pick up ALL debris rather than skipping piles and only following the tree crew. This also means that all resulting debris will have to be staged separately at the DMS to ensure no comingling of debris is allowed. There will be a need for additional equipment to manage the site segregated for hazardous tree work or there will be lost time in moving equipment between the two areas. Limited Debris Management Sites, their size and locations often make this scenario extremely difficult. The typical method is to price hazardous trees and hanging limbs as a "cut only" rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?

**Response No. 7** The City's interest is in ensuring appropriate documentation is available for FEMA. If vendor can meet that requirement, we will review the scope.

**Question No. 8** Does the City/County have a monitoring firm contracted? If so, which monitoring firm?

**Response No. 8** This City currently has a monitoring contract with Tetra Tech Inc. However, we are currently of soliciting for these services. This solicitation is currently posted on Demand Star, RFSP No. 002-25.

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**Question No. 9** Will the City allow respondents to provide their own Corporate Resolution document in lieu of the City provided form?

**Response No. 9** Yes.

**Question No. 10** Can the City confirm that 2 separate signed letters (Transmittal letter and Introductory Letter) are required with the proposal submittal?

**Response No. 10** The transmittal letter and introduction are not the same, they are both needed as per the sections on the pages you quoted.

**Question No. 11** The Emergency Road Clearance line item on the pricing sheet (below) has 100,000 CY. Should this line item be 72 hours and UOM Hourly? 2.Also, should this line item be moved above and included in the grand total for hourly pricing?

**Response No. 11** This has been updated to HOURLY. See revised bid form attached.

**Question No. 12** The Abandoned Vehicle Removal line items do not have a UOM. Should these be by the Each?

**Response No. 12** See revised bid form attached.

**Question No. 13** The ROW White Goods Debris on the price sheet (below) indicates at the bottom: Ancillary Options – These Items are not included in the Price Evaluation. Does this mean that the two-line items below are not included in the price evaluation?

**Response No. 13** See revised bid form attached. Ancillary options will not be evaluated.

**Question No. 14** Also, does the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers?

**Response No. 14** See section 4.4.10 of the Scope of Services

**Question No. 15** Can the City confirm that the Grand Total on the last page of the price sheet should include the total of the line items starting with Vegetative Debris (section 4.4.2) through Dead Animal Carcasses (section 4.4.14)?

**Response No. 15** See revised bid form attached. Grand Total on the last page of the price sheet should include all sub totals of all line items with the exception of Ancillary items.

**Question No. 16** Can the City clarify how the pricing will be evaluated? I.e. - does the City intend on adding up all extended cost (including hourly) to get a total figure to compare against other Proposers?

**Response No. 16** The City will utilize the Grand Total to calculate the score as it pertains to pricing.

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**Question No. 17** Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals.

**Response No. 17** This information is not currently available but a Notice will be posted on Demandstar website with this information once the City determines a date and time.

**Question No. 18** When will intent to award be made and how will it be communicated to proposers?

**Response No. 18** Intent to award will be publicly published via a City Council memorandum and it will be the reasonability of the Contractor(s)/Proposer(s) to monitor the City's public meetings

**Question No. 19** The Solicitation is asking for a public construction bond relating to improvements within 15 calendar days after contract signing. Would the City consider accepting a payment and performance bond in lieu of a public construction bond? In addition, these types of bonds are a hard cost for the Contractors to be paid on a contract that may not get activated. Would the City consider changing this requirement for this bond to be submitted within ten (10) days of receiving a notice to proceed?

**Response No. 19** Performance and/or Payment bond within 15 calendar days after contract signing is acceptable.

**Question No. 20** Page 10, Paragraph 20 indicates that awarded proposers may permit any municipality or other governmental agency to participate in this contract. Does the City have Memorandums of Understanding (MOU) or Mutual Aid agreements in place with other municipalities or other governmental agencies that allows the use of this contract to be utilized by those entities? If so, which ones?

**Response No. 20** No. The City does not have Memorandums of Understanding (MOU) or Mutual Aid agreements in place.

**Question No. 21** When was the last event that impacted the City which required activation and performance by the City's disaster debris contractor?

**Response No. 21** Last debris activation, Irma.

**Question No. 22** How many cubic yards was collected during that event?

**Response No. 22** Dollar value $18,468,692.45.

**Question No. 23** With a five-year contract term, will annual cost adjustments be permitted under the U.S. Bureau of Labor Statistics Consumer Price Index, Southeast Region (Miami, Ft. Lauderdale, West Palm Beach)?

**Response No. 23** See Scope of Services Section 2 "Contract Period"

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**Question No. 24** Page 51 of the solicitation states "The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida." Can the City please confirm if "municipal clients" generally refers to all governmental entities (e.g., cities, counties, districts, etc.)?

**Response No. 24** Yes. Municipal clients generally refer to all governmental entities (e.g., cities, counties, districts, etc.)

**Question No. 25** Emergency Road Clearance (based on Section 4.4.1)- This is typically immediately following the event to open the roads for safe passage and removing hazards. The pricing sheet has an estimated quantity and a unit of measure of cubic yards. This work is typically done and reimbursed using the hourly Personnel and Equipment pricing. This work is moving the debris blocking the ROW to the side to make the roads passable. The debris is later picked up by unit pricing. Since this Emergency work involved no measurement, it would be unable to be paid by the cubic yard. Would the City please remove this line item?

**Response No. 25** No, the line item will not be removed. See revised bid form attached.

**Question No. 26** Removal of Debris from City Parks and Facilities (based on Section 4.4.4)- This item states the removal of trees is included, but there is not a specific line item for Leaners, Hangers and Stumps on Parks and Facilities. Please clarify if the removal of leaners, hangers and stumps from parks and facilities will invoice the same rates for leaners, hangers and stump removal included in the pricing sheet for the CITY ROW rates.

**Response No. 26** Costing should be provided as requested in section 4.4.8. Leaners, hangers and stumps from parks and facilities will be invoiced at the same rates for leaners, hangers and stump removal included in the pricing sheet for the CITY ROW rates.

**Question No. 27** ROW White Goods Debris Removal (based on Section 4.4.10)- The description included the statement "Ancillary Options - These Items are not included in the Price Evaluation" Does this mean the White Goods only should not be included in the Grand Total?

**Response No. 27** See revised bid form attached. Ancillary Options should not be included in the Grand Total?

**Question No. 28** Other Debris Removal (based on Section 4.4.15)- Section 4.4.15 relates to the Contractor and Sub-Contractor not being allowed to accept other work from private citizens or others in the work area during the term. Any contractor performing other debris removal would be dismissed from working on the project. Please confirm what response is being requested to be provided. Should we leave this blank or simply confirm the understanding of Section 4.4.15?

**Response No. 28** This term is accepted once you submit a proposal.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Ceres Environmental Services, Inc.

# PROPOSER'S CERTIFICATION

**(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Sarasota )

On this 6th day of December, 2024, before me, the undersigned authority, personally appeared Tia Laurie, to me known to be the individual described in and who executed the foregoing instrument as Corporate Secretary of Ceres Environmental Services, Inc. a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Megan Foy
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

**(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

N/A

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

N/A

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# CORPORATE RESOLUTION

**SEE ATTACHED EXECUTED CORPORATE RESOLUTIOIN FOR TIA LAURIE, CORPORATE SECRETARY**

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

**JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.**

The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 13th day of October 2021:

**WHEREAS,** the Corporation desires to prepare and execute contract documents including but not limited to addendums, change orders, notices to proceed and task orders, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such contractual documents on behalf of the Corporation,

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:**

**RESOLVED,** that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to sign and bind the Corporation in matters related to the execution of contractual documents.

**IN WITNESS WHEREOF,** the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre
President and Sole Director/Shareholder

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Tia Laurie am the *(title)* Corporate Secretary and the duly authorized representative of the firm of *(Firm Name)* Ceres Environmental Services, Inc. whose address is 6371 Business Boulevard, Suite 100, Sarasota, FL 34240, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List) N/A

Firm Name: Ceres Environmental Services, Inc.

Printed Name: Tia Laurie

Signature: _____ Title: Corporate Secretary

Date: December 6, 2024

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/06/2024 *(date)* by Tia Laurie *(name of officer or agent, title of officer or agent)*, of Ceres Environmental Services, Inc *(name of corporation acknowledging)*, a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ *(type of identification)* as identification.

Megan Foy
NOTARY PUBLIC

My Commission Expires: 9/20/2027

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

# FORMS

FIRM PROFILE

1. Firm (or joint venture) Name & Address

Ceres Environmental Services, Inc.

6371 Business Boulevard, Suite 100
Sarasota, FL 34240

1e. Licensed to do business in the State of Florida
__X___ Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Tia Laurie, Corporate Secretary

Tel: (800) 218-4424

1a. Firm is __X__ National ____ Regional ____ Local

FEIN # 41-1816075

1b. Firm is a County Certified Small Business ____ Yes __X__ No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes __X____ No

1d. Firm is a Certified Minority Business _____ Yes __X_____No

1g. Address of office to perform work, if different from Item 1

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.
Ceres has included an organizational chart of key project personnel and additional staff available for proposed work in Section 4.2 of the proposal. For the initial activation Ceres has assigned 3 management oversight personnel, 1 field operations manager, 1 project superintendent, 1 DDMS foreman, 2 accountants, 1 quality control manager, 1 debris management advisor, 1 FEMA reimbursement specialist, 1 contract/subcontract manager, and 1 site safety officer. Crews consisting of 2 equipment operators, 2 laborers, 2 flag persons with required equipment will be assigned to the project. The number of crews and of additional personnel that are assigned will be based upon the size and severity of the event and the needs of the City.

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this joint venture previously worked together? ____ Yes ____ No

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:** Ceres Environmental Services, Inc.

1. PROJECT: Emergency Disaster Assistance and Debris Removal DATE: October 2022 – May 2023

   LOCATION: Cape Coral, FL

   P.O. Box 150027

   Cape Coral, Florida 33915-0027

OWNER REPRSENTATIVE: Name: Terry B. Schweitzer

Title: Solid Waste Manager

Email: tschweitzer@capecoral.gov

2. PROJECT: Disaster Debris Clearance and Removal Services DATE: October 2022 – March 2023

   LOCATION: North Port, FL

   1100 North Chamberlain Blvd.,

   North Port, FL 34286

OWNER REPRSENTATIVE: Name: Frank Lama

Title: Solid Waste Manager

Email: flama@northportfl.gov

3. PROJECT: Hurricane Idalia Debris Removal and Disposal Services DATE: September - October 2023

   LOCATION: City of Perry, FL

   224 South Jefferson Street, Perry, FL 32347

OWNER REPRSENTATIVE: Name: John Hart

Title: City Manager

Email: jhart@cityofperry.net

Fill in Form

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract.

2. This sworn statement is submitted by Ceres Environmental Services, Inc. (entity submitting sworn statement), whose business address is 6371 Business Boulevard, Suite 100, Sarasota, FL 34240 and its Federal Employer Identification Number (FEIN) is 41-1816075. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A.

3. My name is Tia Laurie (please print name of individual signing), and my relationship to the entity named above is Corporate Secretary.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

# PUBLIC ENTITY CRIMES

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Tia Laurie
(Signature)

December 6, 2024
(Date)

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 6th Day of December, 2024, by Tia Laurie, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

**NOTARY PUBLIC:**

SIGN: Megan Foy

PRINT: Megan Foy
Notary Public, State at large
My Commission Expires: 9/20/2027

Fill in Form

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Tia Laurie
Printed Name

Ceres Environmental Services, Inc.
Bidder Name

December 6, 2024
Date

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Nicolas Rogner

Typed name: Jennifer Desimone

**BIDDER:**

By: _____

Name: Tia Laurie

Title: Corporate Secretary

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 6, 2024 (*date*) by Tia Laurie who is personally known to me or who has produced _____ as identification.

My commission expires: 9/20/2027

_____
NOTARY PUBLIC

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 44641
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

**NOT APPLICABLE**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

**NOT APPLICABLE**

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Lai Lan | 12/6/2024 | 12/6/2024 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Florida

COUNTY OF Sarasota

Before me, the undersigned authority, personally appeared Tia Laurie, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Ceres Environmental Services, Inc., (entity submitting sworn statement), whose business address is 6371 Business Boulevard, Suite 100, Sarasota, FL 34240, and its Federal Employer Identification Number (FEIN) is 41-1816075. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A).

2. My name is Tia Laurie (please print name of individual signing), and my relationship to the entity named above is Corporate Secretary, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Ceres Environmental Services, Inc., (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

# TRUTH IN NEGOTIATION STATEMENT

## NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____ N/A

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

## NOTARY BLOCK FOR A CORPORATION

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/06/2024 (*date*) by Tia Laurie Corporate Secretary (*name of officer or agent, title of officer or agent*), of Ceres Environmental Services, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. ~~He/~~she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 9/20/2027

Megan Foy
NOTARY PUBLIC

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

# TRUTH IN NEGOTIATION STATEMENT

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

N/A

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____
NOTARY PUBLIC

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X, C, U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS** | **CONTRACTOR** Ceres Environmental Services, Inc.

12/06/2024
**DATE** | **CITY OF PLANTATION**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2024

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

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

| | |
|---|---|
| **PRODUCER**<br>Holmes Murphy & Associates LLC<br>2727 Grand Prairie Parkway<br>Waukee IA 50263 | **CONTACT NAME:** Jeffrey Whitworth<br>**PHONE (A/C, No, Ext):** 801-532-5976 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** jwhitworth@holmesmurphy.com |
| **INSURED** CERENVPC<br>Ceres Environmental Services Inc.<br>6371 Business Boulevard Suite 100<br>Sarasota, FL 34240 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Zurich American Insurance Company / 16535<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1587248319 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contr Liab Per<br>X Policy Form/XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | GLO183855305 | 9/1/2024 | 9/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 2,000,000<br>$ 300,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | BAP184004605 | 9/1/2024 | 9/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Hired Auto Phy Damage | $ 2,000,000<br>$<br>$<br>$<br>$ ACV less ded |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC183855405 | 9/1/2024 | 9/1/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

RFSP No. 001-25: Disaster Debris Management and Removal Services

Additional Insured only if required by written contract with respect to General Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Plantation and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability and Workers Compensation applies in favor of: City of Plantation and Others as required by written contract, per policy terms and conditions.
General Liability, Automobile & Workers Compensation policies include a provision that a 30-day notice of cancellation will be furnished to the certificate holder.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Ave
Plantation FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# Waiver Of Subrogation (Blanket) Endorsement

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO183855305 | 09/01/2024 | 09/01/2025 | | | $ | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

# Coverage Extension Endorsement

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. **BAP184004605** | Effective Date: **09/01/2024** |

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

**1.** The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

**a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

**c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

**2.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.



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**D. Driver Safety Program Liability and Physical Damage Coverage**

**1.** The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2.** The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

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

**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";


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**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:


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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

**1.** If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

**2.** If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

**1.** The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

**1.** Breakdown;

**2.** Repair;

**3.** Servicing;

**4.** "Loss"; or

**5.** Destruction.

**2.** The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:


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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

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

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".


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**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

| | | |
|---|---|---|
| Endorsement | Effective Policy No. | Endorsement No. |
| Insured | | Premium $ |

Insurance Company Countersigned by _____


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Ceres Environmental Services Inc.

# Additional Insured – Automatic – Owners, Lessees Or Contractors

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO183855305 | Effective Date: 09/01/2024 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,



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in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.


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**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**2.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

**1.** The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

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

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

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


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**1.** Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.



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*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. **BID BOND**

CONTRACTOR:
Name: **Ceres Environmental Services, Inc.**
Legal Status: **Corporation**
Address: **6371 Business Boulevard, Suite 100**
**Sarasota, FL 34240**

SURETY:
Name: **Liberty Mutual Insurance Company**
Legal Status: **Corporation**
Principal place of Business: **175 Berkeley Street**
**Boston, MA 02116**

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ **Five Percent of the Total Amount Bid (5%)**
**Based on $1,000,000 or the Contract Value,**
**Whichever is Greater**

PROJECT:
**RFSP No. 001-25, Disaster Debris Management and Removal** Name, Location, Project Title
**Services - Term Contract; Plantation, FL**

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: **November 4**, 20**24**.

**Ceres Environmental Services, Inc.**
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) **Ted Jorgensen, Attorney-in-Fact**

**Liberty Mutual Insurance Company**
(Name of Surety)

## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Florida )

COUNTY OF Sarasota )

On this 4 day of December, in the year 2024, before me personally appeared Tia Laune, Corporate Secretary of Ceres Environmental Services, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

Megan Foy
, Notary Public

My Commission Expires: 9/20/2027

## ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 4th day of November, in the year 2024, before me personally come(s) Ted Jorgensen, Attorney-in-Fact of Liberty Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

SANDRA M ENGSTRUM
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2026

Sandra M. Engstrum
**Sandra M. Engstrum**, Notary Public

My Commission Expires: **January 31, 2026**

1794

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210698 - 190054**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this **4th** day of **November**, **2024**.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# PUBLIC CONSTRUCTION BOND

**TO BE RETURNED WITH PROPOSAL**

COMPLETED BOND WILL BE EXECUTED AND RETURNED TO CITY WITHIN 15 DAYS OF CONTRACT EXECUTION AS REQUIRED.

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

# PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of _____(Phone:_____), as Principal and _____, a corporation, having a principal street address of _____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated_____, 20___, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20 .

_____
(Name of Principal)

By: (As Attorney in Fact)

_____
(Name of Surety)

# FEMA REQUIREMENTS

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

   a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices

   b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

   a. Time Cards

   b. Daily work reports for every employee, by each separate FEMA category of work

   c. Daily equipment use, by each separate FEMA category of work

   d. List of all supplies and materials used, by each separate FEMA category of work

   e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors

are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders

and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law.

# FEMA REQUIREMENTS

Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Ceres Environmental Services, Inc.

By (sign): _____

Print Name: Tia Laurie

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____ N/A

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Sarasota

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/06/2024 (*date*) by Tia Laurie, Corporate Secretary (*name of officer or agent, title of*

*officer or agent*), of Ceres Environmental Services, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 9/20/2027

Megan Foy
_____
NOTARY PUBLIC

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

N/A

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

**Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in

response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

    b. The Proposer's compliance record with contract general conditions on other projects,

    c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

    e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

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

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

# GENERAL TERMS AND PROVISIONS

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the

date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

# GENERAL TERMS AND PROVISIONS

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

~~Corporate Seal~~ (Where appropriate)

NO SEAL

(Authorized Signature in Ink or Electronic)

Tia Laurie

(Printed Name of Above Signer)

Corporate Secretary

(Printed Title of Above Signer)

December 6, 2024

(Date Signed)

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of December, 2024, by Tia Laurie, as Corporate Secretary for Ceres Environmental Services, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Megan Foy My commission expires: 9/20/2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

**END OF SECTION**

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name:** Ceres Environmental Services, Inc. **Date:** December 6, 2024

**Base Proposal Total:** $12,930,196.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Disadvantaged Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Certificate of Insurance Requirements Form
- ☑ Bid Bond
- ☑ Forms A-1 & Firm Profile
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ FEMA Requirements
- ☑ Public Construction Bond (BOND WILL BE COMPLETED AND RETURNED TO CITY WITHIN 15 DAYS OF CONTRACT EXECUTION AS REQUIRED.)

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: Tia Laurie






CITY OF PLANTATION

REQUEST FOR PROPOSAL NO. 001-25

SUBMITTAL DUE: DECEMBER 10, 2024 | 11:00 A.M. EST

# DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES

**SUBMITTED BY:**
SDR CDR DISASTER RECOVERY, LLC
313 NORTON DRIVE, STE. 200
TALLAHASSEE, FL 32308

**POINT OF CONTACT:**
AL MCCLAREN, MANAGING PARTNER
864-469-9776 | poc@sdrcdrjv.com

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# LETTER OF TRANSMITTAL

December 10, 2024

Ms. Asha Edwards
Assistant Procurement Director
City of Plantation Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317

**RE: RFP 001-25 for Disaster Debris Management and Removal Services**

Dear Ms. Edwards and Members of the Evaluation Committee:

The SDR CDR Disaster Recovery, LLC **(SDR CDR)**, a partnership between Southern Disaster Recovery**,** LLC (SDR) and CDR Maguire, Inc. (CDR), is pleased to submit this proposal in response to your request for disaster debris management and removal services. It is our understanding that the City of Plantation (City) is seeking proposals from qualified firms to provide services to remove, process and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage from public property, public rights-of-way, certain private properties, and city-maintained canals and waterways in the City. **SDR CDR** will load and haul all eligible debris to an approved disaster debris management site (DDMS) in accordance with applicable state and federal rules and regulations involving debris removal. **Our team has successfully assisted in the recovery of over $4 billion in disaster recovery projects funded by FEMA within the last three years. With over $200 million of combined working capital, we have the financial capacity to assist the City regardless of the magnitude of the disaster.** You can count on **SDR CDR** to perform all debris removal work and navigate federal reimbursement processes to your complete satisfaction.

Our joint venture merges two firms with significant debris monitoring, removal, and federal cost recovery experience. Combined, our companies have responded to 107 major disasters nationwide, including Hurricane Helene, Hurricane Milton, and Hurricane Ian where both SDR and CDR supported cleanup efforts throughout six counties in Southwest Florida. As a debris removal firm, SDR brings to the table an experienced debris removal hauler, who understands the intricacies and complexities of debris removal. While CDR has served as a debris removal monitoring firm following catastrophic disasters in Florida, Colorado, Kentucky, Oregon, and Texas, they bring to the table the experience and expertise of the debris removal and federal cost recovery process in FEMA Region IV. We can assist the City in navigating the Federal Emergency Management Agency Public Assistance (FEMA-PA) program, Federal Highway Administration Emergency Relief (FHWA-ER) Program, and the Natural Resources Conservation Services (NRCS). We each have recent experience performing debris removal management services in Florida for FDEM, FDOT, FDEP, and FWCC. Having successfully supported numerous governmental entities in Florida and throughout the nation in managing debris removal operations and FEMA-PA grant funding, we believe we offer the experience and expertise to get the job done at an incredible value.

The following highlights represent the unique strengths our team will bring to this project:

- **SDR CDR** has extensive in-house capabilities to manage your disaster debris removal services. Our services leverage decades of response and recovery experience between the two firms.
- Our proposed project team has over 200 years of combined experience providing disaster response and debris management services. We have successfully supported over 240 projects providing debris management and FEMA Public Assistance (PA).
- Our most recent experience in Florida includes debris removal in Hillsborough County following Hurricanes Helene and Milton.

**SDR-CDR** specializes in quickly mobilizing teams, managing large-scale logistics, providing rapidly deployable, scalable, and mission-oriented life support facilities, equipment, and services, and meeting condensed timelines. Our team is fully prepared to respond to and provide support in response to any natural or manmade disaster or related event in accordance with all safety, quality, budget, and schedule expectations. We will drive the project to success through transparent communication and coordination.

Our team will have no problem meeting your mobilization timeline. You can expect our management team to report to the Contract Manager within within eight (8) hours of the Notice to Proceed (NTP), and 50% of the required resources will be mobilized within the first 24 hours, and 100 percent of the required resources within 48 hours. Our commitment also includes completing emergency push operations within the first 70 hours following activation of a contract, unless notified otherwise by the City. The following individuals will serve as our points of contact for the **SDR CDR** Team.

| Primary Points of Contact | Telephone | Email |
|---|---|---|
| Al McClaran, Managing Partner | (864) 469-9776 | |
| Carlos Duart, Executive Support | (305) 807-5016 | poc@sdrcdrjv.com |
| Chip Patterson, Incident Executive | (904) 334-9690 | |
| **Field Point of Contact** | **Telephone** | **Email** |
| Sonny Sims, Project Manager | (864) 901-0283 | sonny@gosdr.com |

As Managing Partner of SDR CDR Disaster Recovery, LLC, I am fully authorized to commit our resources to assist the City in this important initiative, and confirm our proposal remains in effect for ninety (90) days. We look forward to the opportunity to work with your community and encourage you to contact any of our references as a testament of our performance.

Sincerely,



Al McClaran, Managing Partner
SDR CDR Disaster Recovery, LLC

# DETAILED TECHNICAL PROPOSAL

## SECTION 1 – INTRODUCTION LETTER

SDR CDR Disaster Recovery, LLC **(SDR CDR)** is a partnership between Southern Disaster Recovery, LLC (SDR) and CDR Maguire, Inc. (CDR). Our joint venture merges two firms with significant debris monitoring, removal, and federal cost recovery experience. **Our team has successfully assisted in the recovery of over $4 Billion in disaster recovery projects funded by FEMA within the last three years. With over $200 Million of combined working capital, we have the financial capacity to assist the City regardless of the magnitude of the disaster.** You can count on **SDR CDR** to perform all debris removal work and navigate federal reimbursement processes to your complete satisfaction.

**SDR CDR** headquarters is located in Tallahassee, with satellite offices in Panama City, Maitland, Orlando, Miami and Ft. Lauderdale.




SDR CDR Disaster Recovery, LLC
313 Norton Drive, Suite 200
Tallahassee, FL 32303
Telephone (850) 201-7759
Email: poc@sdrcdrjv.com

SDR headquarters are located in Greer, South Carolina and CDR headquarters are located in Miami, Florida.

Although our joint venture partnership was created in 2024, SDR has been helping communities across the south since 2012 and specializes in environmental response and disaster recovery. They also provide civil construction services that enable provision of land reclamation and restoration. SDR field staff number in excess of 100 members.

CDR has more than six decades of experience managing civil engineering and construction projects, and, since 2012, federal disaster cost recovery projects from Massachusetts to Florida to Texas and Oregon. This includes management consulting of federal recovery programs such as FEMA IA, FEMA-PA, FHWA, NRCS, Hazard Mitigation and Community Development Block Grant-Disaster Recovery (CDBG-DR). CDR companies collectively have almost 700 staff members, with 255 in Florida.

As SDR CDR Disaster Recovery, LLC is a limited liability company, registered in Florida, (See Appendix), a corporate resolution charter is not provided.

The following individuals will serve as our points of contact for the **SDR CDR** Team.

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|---|---|---|
| Al McClaran, Managing Partner | (864) 469-9776 | poc@sdrcdrjv.com |
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As Managing Partner of SDR CDR Disaster Recovery, LLC, I am fully authorized to commit our resources to assist the City in this important initiative, and confirm our proposal remains in effect for ninety (90) days. We look forward to the opportunity to work with your community and encourage you to contact any of our references as a testament of our performance.

Sincerely,



Al McClaran, Managing Partner
SDR CDR Disaster Recovery, LLC

# SECTION 2 – APPROACH TO THE SCOPE OF SERVICES

## A. SDR-CDR ACTIONS TO SUPPORT THE CITY OF PLANTATION'S READINESS

***This plan is prepared uniquely for the City and will be updated following contract award and consultation with the City.***

1. **Planning**

   FEMA states that, "applicants with a FEMA accepted Debris Management Plan at the time of an event can increase effectiveness of its debris management mission". **SDR-CDR** has written and supported numerous FEMA approved plans. Our management team includes experienced State and Local government emergency managers who are extremely experienced in disaster debris removal operations. We will support the City in all debris removal planning activities.

2. **Training**

   **SDR-CDR** is proficient in leading training and workshops to improve disaster readiness. We teach the FEMA Debris Management Course and conduct readiness workshops for our customers. **SDR-CDR** would lead or support debris management training efforts of the City.

3. **Exercises**

   Disaster debris management operations are a multi-discipline effort for most jurisdictions. Tabletop exercises (scenario-based discussions) are an important readiness activity to reinforce principles learned in Planning and Training. **SDR-CDR** would lead or support tabletop exercise (TTX) development and conduct for the City and the debris management team.

4. **Temporary Debris Management Site Assessments**

   Detailed site assessment for Temporary Debris Management Sites and "pre-permitting", if possible, are important pre-cursers to starting disaster debris removal operations rapidly. If TDMS locations are not properly permitted and constructed, debris removal operations cannot commence. **SDR-CDR** uses a very thorough documentation tool to organize TDMS assessments and document site conditions for proper permitting and construction. We understand the City has pre-authorization from FDEP to use Joe Dimaggio Field as an approved DDMS. **SDR-CDR** will lead or support the City in conducting additional TDMS site assessments if needed.

## B. MOBILIZATION AND OPERATIONS PLAN OBJECTIVES

1. **Debris Clearance**

Roadways should be cleared of debris as soon as possible to enable emergency and relief organizations to complete their missions in serving the public. We will work with the City's emergency management and public works departments to identify secondary routes of clearance.

### 2. Debris Removal

Debris shall be removed quickly and efficiently to support the community's social and economic efforts by adhering to federal funding/reimbursement requirements to maximize recovery funds for the City.

## C. SDR-CDR ORGANIZATIONAL STRUCTURE TO SUPPORT THE CITY OF PLANTATION DISASTER RECOVERY

**SDR-CDR** uses Incident Command System (ICS) principles to organize and manage our mission to clear disaster debris in the City. Important ICS principles in our concept of operation include manageable span of control; unity of command; action planning process (work plan); and an organization structure that can expand or contract based on the work plan's objectives.

**EXPERIENCED MANAGEMENT TEAM**

We have successfully managed the completion over 60 debris removal contracts in the Northeast US, Southeast US, Mississippi Valley, and California, with revenues exceeding $120M.

The Organization Chart on the following page illustrates our disaster operations organization chart that is tailored to the specific disaster size and complexity.

*[Remainder of page left blank intentionally.]*

# SDR-CDR PROJECT ORGANIZATION CHART




Headquarters

Field

## D. DISASTER DEBRIS REMOVAL MISSION GENERAL OPERATIONS PLAN

This sample Operations Plan (Gantt Chart) illustrates major aspects of the Scope of Work, task scheduling and timing relationships. The plan developed for the City will be specific to the significance of the disaster and the interests of the City will dictate the actual length of the disaster debris removal mission and associated tasks (i.e. first pass work to complete within the first 70 hours).

**Sample Task Order Timeline**

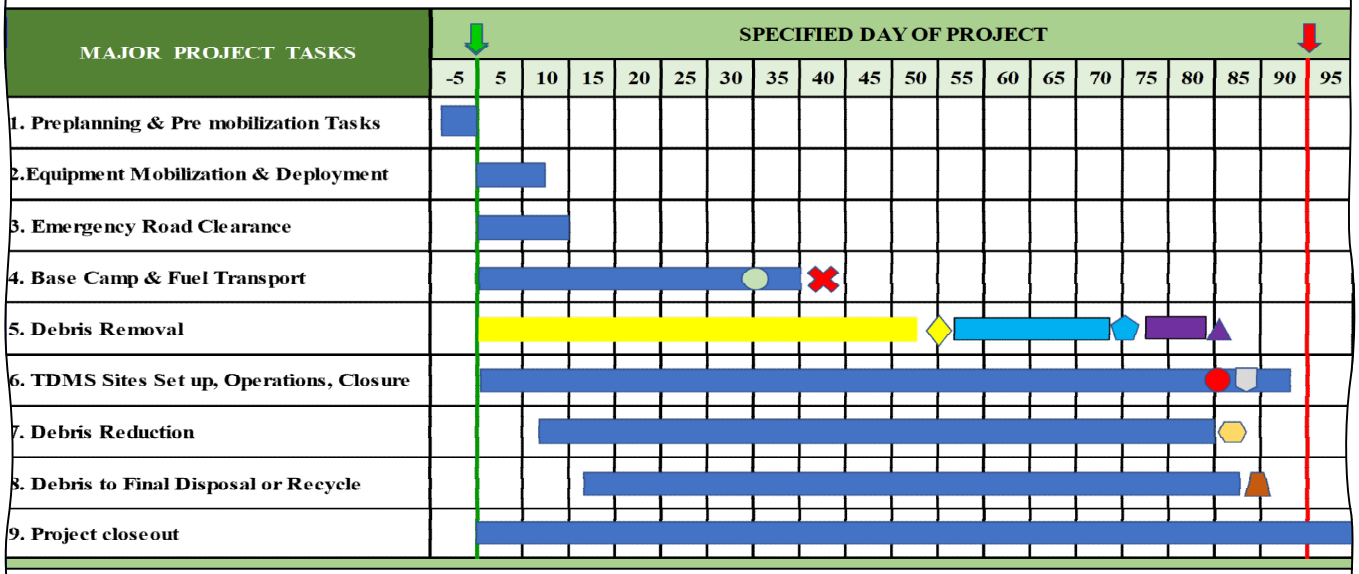


| Legend |
|---|
| First Pass Work |
| Second Pass Work |
| Third Pass Work |

| Key Dates | | | | | |
|---|---|---|---|---|---|
| Day 0 | | Notice to Proceed | Day 82 | | TDMS Closure for Receiving Debris |
| Day 30 | | Fuel Available Locally | Day 82 | | Debris Reduction Complete |
| Day 35 | | Base Camp Closes | Day 82 | | TDMS Clear of Debris |
| Day 50 | | First Pass Complete | Day 83 | | TDMS Final Inspection Complete |
| Day 70 | | Second Pass Complete | Day 92 | | Project Comopletion Date |
| Day 80 | | Third Pass Complete | Day 104 | | Ongoing Project Closeout Ends |

Upon award and contract execution, **SDR-CDR** will prepare a detailed Operations Plan for submission to City officials for final approval.

*[The remainder of this page left blank intentionally.]*

## E. POST-STORM EMERGENCY CLEARANCE OF ROADS AND RIGHTS-OF-WAY

### 1. Emergency Road Clearance

Actions pertaining to the mobilization of SDR-CDR personnel, equipment, and coordination with the City. In disaster response "with notice" our mobilization effort will occur before the disaster strikes to facilitate a minimum of 24 hours response time:

- Available personnel staffing in the local area.
- Identify and confirm landfill, transfer station locations, debris management sites, hours of operation, and availability in the local area.
- Initial notification/contact of major subcontractors committed to Team SDR-CDR.
- Establish coordination with the City and other local officials important to mission execution.
- Identify streets with limited access – small width, dead end, proximal ditches.
- Project Administration and Accountability – Advance coordination with subcontractors.
- Payroll and Equipment Inventory Status updates.
- Test and verify all communications.

**Typical Debris Clearance Crew**

- Front end loader (150 hp) with operator
- Equipment transport
- 2 chainsaw men
- Foreman with communications

**Debris Clearance Crews**

| Type | In Region: | Reach Back: |
|---|---|---|
| Loaders | 15 | 58 |
| Chainsaw Crew | 49 | 110 |
| Equipment Transport | 22 | 33 |

**Quality Check**

- Five fully equipped crews operational within 24 hours of Notice to Proceed
- Pre work safety checks of equipment and work site completed.
- Crew members trained in the use of equipment.
- 100% use of appropriate Personal Protective Equipment
- Timely tracking and accounting for hourly equipment.

### 2. Mobilization

After the event has passed, **SDR-CDR** will immediately mobilize to the affected area. The Project Manager will arrive at the designated Post-Storm meeting location and initiate recovery activities as conditions permit within 8 hours of notice to proceed.

### 3. Operations

Team **SDR-CDR** will begin debris clearance along the primary transportation routes, rights-of-way, easements, streets, and roads identified and directed by the City. Crews will be deployed from the pre-arranged staging areas to clear debris from roads, bridges and emergency vehicle paths as required. Absent specific guidance:

**First priority** will be given to main arterial roadways and access routes leading to EOC's, fire, police, and health care facilities.

**Second priority** will be given to streets and thoroughfares providing access to major utility systems and services, such as electricity, water, and gas.

**Third priority** will be given to major highways and commercial streets, followed by residential streets and alleyways.

## F. DEBRIS REMOVAL OPERATIONS

### 1. Mobilization

Upon receiving the *Notice to Proceed*, **SDR-CDR** will immediately mobilize resources and initiate action items per the contract kick-off meeting and the *Notice to Proceed*.

Examples of kick off meeting expectations include:

- Establish City priorities.
- Establish City clean-up goals.
- Establish City's point of contact.
- Establish contractor project management points of contact.
- Determine how project monitoring will be accomplished.
- Establish debris monitor points of contact.
- Discuss any additional reporting requirements.

Immediate action and planning requirements to be accomplished:

- Develop the initial Operational Period Action Plan.
- Mobilize and stage equipment.
- Organize debris removal assignments (Sectors and Zones).
- Establish or confirm temporary debris management site(s) (TDMS).
  - ✓ Confirm proper permitting and/or acquire permits.
  - ✓ Establish site layout as per permit(s),

### 2. Equipment

Size and type are determined by overall accessibility of rights-of-way and the location overhead utilities. For maximum and safety and efficiency, **SDR-CDR** will apply the following standards:

***Loading Equipment*** – All loading and moving equipment will be operated from the roadway, streets, alleys, or rights-of-way using clam shell loaders, booms, or grapple devices to collect and load debris into collection vehicles. No equipment will be operated behind the curb or outside the defined roadway shoulder/swale section or in an area that may endanger operators or work crews, unless specifically directed to do so by emergency officials.

**LOAD/HAUL CREWS**

| Type: | In Region: | Reach Back: |
|---|---|---|
| Grapple Trucks | 18 | 248 |
| Trailers | 49 | 110 |
| Loaders | 15 | 58 |

***Hauling Equipment*** – All trucks and trailers used to haul debris will be capable of rapidly and independently dumping loads, and, will be equipped with a tailgate. Trucks will be equipped with

a tarp or net to secure loose materials during transport to the disposal facility or site. The tarp/net will not exceed the truck body/trailer measurements.

***Truck Measurements and Signage*** – Trucks will be measured accurately and identifying data will be fully documented. The inspection/measuring will be performed by City and **SDR-CDR** representatives, documented, and signed-off by the jurisdiction. The dimensions will be the inside measurements of the trailer. The truck specifications will be on file with the jurisdiction. Signage and vehicle numbers will be prepared and ready prior to deployment. **SDR-CDR** identification placards will be affixed to the sides of each piece of heavy equipment and trucks.

***Hours of Operation*** – Debris removal operations that generate excessive noise levels will take place during daylight hours, seven days a week. Adjustments to the hours of operation, based on working conditions and scope of work, may require a coordinated change with the approval of the City's designated official.

**3. Subcontracting Practices and Procedures**

As per our written *Subcontractor Protocol*, we often use subcontractors to ensure our resources are sufficient to complete operations efficiently for prompt emergency debris removal and restoration operations. We have an extensive pool of dependable subcontractors that can mobilize immediately upon notification. **SDR-CDR** ensures our subcontractors are fully vetted as to insurance, safety procedures, experience, pricing, and resources.

We will pursue local and MBE/WBE/DBE as it is economically feasible to do so.

**STRATEGY TO RETAIN RESOURCES**

*Our disaster experience has proven that subcontractors remain on the project and maintain high production levels as long as they are properly incentivized.*

**Incentives Offered**

- ✓ Subcontractors are paid on a weekly basis.
- ✓ We offer production incentives associated with sector assignments.
- ✓ We pay fair, competitive wages to crew members to ensure they are loyal and committed to our partnership.

**4. Temporary Debris Management Site (TDMS) Set-Up and Operation**

**i. General**

**SDR-CDR** will provide all management, equipment, operators, and laborers required for the establishment, operation, and maintenance to accept, process, reduce, incinerate, and dispose of disaster related debris at TDMS. These sites may utilize air curtain incineration and/or mechanical chipping/grinding to reduce vegetative and clean woody debris. The TDMSs may also be used as transfer points for depositing mixed construction and demolition (C&D) debris prior to reloading for final transport to an authorized landfill. **SDR-CDR** will manage the TDMSs to accept debris collected under other contracts. Site selection will be done by the Contracting Authority at its own cost.

**ii. Site Operations Plan**

Following identification by the contracting authority of the TDMSs, **SDR-CDR** will develop a Site Operations Plan for each site.

The plan will address the following:

- Site management, to include point-of-contact and organizational chart.
- Site ingress and egress.
- Site preparation, including clearing, erosion control, and grading.
- Traffic control procedures.
- Site security.
- Site safety.
- Site layout/segregation plan, including air curtain incineration areas, mechanical chipping/grinding areas, ash storage or disposal areas, hazardous waste containment area, contractor work area, inspection tower, and safety zone clearance areas (100-foot clearance area between stockpiled debris and incineration operations, and 1000-foot clearance area from structures).
- Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, safety buffer zones, storm water runoff, historic preservation, wetlands, and endangered species as appropriate.

**TDMS EQUIPMENT**

| Type: | In Region | Reach Back |
|---|---|---|
| Grinders | 20 | 34 |
| Trackhoes/Excavators | 34 | 50 |
| Dozers | 16 | 29 |

### iii. TDMS Foreman - Day/Night Operations

**SDR-CDR** will provide site foremen for both day and night operations, who will be responsible for all oversight, including traffic control, dumping operations, segregation of debris, incineration and mechanical grinding operations, and site safety.

Foremen will be responsible for monitoring and documenting all equipment and labor utilized on the site. This information will be compiled with other daily reporting data and will be provided to the contracting authority by the Debris Operations Manager.

If multiple TDMSs are in operation, **SDR-CDR** will assign a site manager for all necessary oversight.

### iv. Site Assessment

Immediately upon taking occupancy of any site, **SDR-CDR** will conduct an initial site assessment to determine baseline conditions. This assessment will include visual inspection in the presence of a Contracting Authority representative, documentation of any existing improvements to or on the site, aerial and/or ground photography/videography, random soil samples, water samples from any existing wells located on the site, and review for any volatile organic compounds.

Spot soil samples will be taken at the areas considered for the temporary storage of household hazardous waste, ash, and fuel.

Photographs and/or GPS based maps of the site will be updated as the use and configuration of the site changes.

### v. Site Design

The sites will be designed so that air curtain incinerators are located a minimum of 1,000 feet from the nearest occupied building or as specified by the applicable state or local environmental regulatory entity. The area within 50 feet of the burn pits will be cleared of vegetative cover to reduce fire hazard. If pit burning is utilized, and the pit is situated on pervious soils, an impervious layer of clay, limestone, or synthetic material will be provided.

Vegetative debris will be centrally stored near the air curtain incinerators, but at a minimum of 100 feet away from the air curtain incinerators to reduce potential fire hazard. Roads should be designed with separate ingress and egress, where possible, to expedite truck flow in and out of the site. If possible, large turnaround areas will be constructed to enable simultaneous movement of multiple trucks.

To reduce hazards from flying debris, wood chipping operations will be located a minimum of 250 feet from all areas where personnel are actively working.

If needed, access roads will be constructed at each site. Crushed rock or gravel will be used to form a base that will prevent soil erosion, reduce dust generation, and provide truck access during inclement weather. Additional applications of rock may be necessary for road maintenance as the project progresses. Additional reserves of rock should be maintained on site road to repair and rebuild roads for road relocation, mud accumulation, and compression of rock because of heavy truck traffic.

### vi. Site Preparation

**SDR-CDR** will be responsible for preparing the TDMSs to accept debris. This preparation may include clearing, erosion control, grading, constructing, and maintaining haul roads, entrances, dumping pads, equipment washing areas, and burn pits. We will provide utility clearance and sanitary facilities, if needed, and will protect existing structures at the site(s) and repair any damage caused by our operations, at no additional cost to the City.

### vii. Site Security

**SDR-CDR** will provide and maintain site security measures for all operations conducted at the TDMSs.

### vii. Inspection Towers

**SDR-CDR** will construct and maintain one Inspection Tower at each TDMS site. Our team and the City personnel will conduct inspections, load volume estimations, and photograph each load of debris delivered to the site from the tower. Existing structures serving this purpose may be utilized following coordination between **SDR-CDR** and the City. Tower locations may be changed to support the progression of debris storage and reduction as well as normal traffic patterns on the site.

The towers may be constructed using pressure treated wood or metal scaffolding materials. The floor elevation of the tower will be such that it affords the City representative(s) and **SDR-CDR** personnel a complete view of the load bed of each piece of equipment that hauls debris

to the site while allowing for the easy transfer of the debris removal load ticket between the City representative and the vehicle driver. The floor area will be a minimum of 8' x 8'. A 4' high wall, sturdily fastened to the structure to eliminate fall hazards, will protect the perimeter of the floor area. A roof will be constructed over the floor area, constructed to provide a minimum of 6'-6" of headroom. Steps with a handrail will provide access to the Inspection Tower.

To prevent falls, all personnel on the tower must be always “tied-off” to the tower.

### ix. Debris Unloading and Segregation

Trucks containing any waste other than vegetative debris will be directed through the disposal site to the C&D debris area of the disposal site.

Trucks insufficiently loaded will be noted and reported. Photos and live video may be utilized to record actual hauling equipment.

Trucks containing vegetative debris will be directed to the debris depository areas of the sites in an orderly manner via the ingress. Upon obtaining clearance from the designated flag person at the depository area, the trucks will back up, dump their load, and exit the site via egress.

Once the debris has been deposited at the base of the debris storage pile, dozers and track hoes will be used to move and pile the debris. Debris piles will be compacted and constructed with a slope to prevent loose debris from rolling or falling down the sides of the piles.

When feasible, maximum effort will be made to salvage and/or recycle debris.

Only vegetative debris will be brought to the air curtain incinerator section of the disposal site. All non-vegetative debris will be segregated according to its type. Debris sorting will be done when it is picked up for transport to the burning pits. The vegetative waste at each site will be segregated into three basic categories: stumps, logs, and brush.

### x. Debris Incineration

Debris eligible for incineration will be moved to the air curtain incinerator by a front-end loader. The air curtain incinerator will be loaded using a trackhoe. Burning will continue until the box/pit is approximately 1/3 full of ash. At that point, any large, partially burned logs will be removed and placed on an earthen area near the box/pit. After the ash has cooled, it will be removed and placed in an adjacent storage area. The storage area will be bermed or diked to prevent ash from being transported from the pit by storm water runoff during a rainfall event.

### xi. Debris Chipping

Tub grinders will be set up at each disposal site to convert some of the debris into wood chips suitable for use as mulch or fuel chips. A knuckleboom loader or trackhoe will be used to load debris into the grinder. The grinders will be primarily used for debris with high soil

content such as stumps, which are not suitable for incineration. Due to the noise generated by the grinders and the hazard of debris being ejected from the tub, the grinders will be set up at least 150 to 200 feet from all other work areas. The 200-foot boundary will be marked by physical barriers, caution tape, and have appropriate signage.

A dozer should be used to stockpile mulch as it is processed by the grinders. Large amounts of processed debris will produce large mulch piles. Consideration should be given to the amount of material that will be chipped, and adequate space should be allotted for stockpiled mulch. The piles should be at least 50 feet away from the grinder.

The temperature of the stockpiled mulch should be monitored to prevent spontaneous combustion. If the temperature approaches or exceeds 150 degrees Fahrenheit, the stockpile should be rolled to release the heat buildup. The environmental monitors will record the temperatures of all debris piles on a periodic basis.

### xii. Fire Protection

**SDR-CDR** will manage all site operations to minimize the risk of uncontrolled/uncontained fire. Twenty-pound all-purpose fire extinguishers should be strategically stationed around the incinerators/burn pits and specifically around the debris piles with the heaviest concentration of debris. The number of fire extinguishers will vary depending on the size of the TDMSs. At no time should a fire extinguisher be located further than a 1-minute round-trip walking distance from any point on the site. Site conditions may necessitate having additional water-filled extinguishers and readily available hand tools, such as fire rakes.

### xiii. Ash Containment Area

**SDR-CDR** will contain, store, and remove ash from all incineration operations. The ash containment area will be wet down periodically for the duration of operations to prevent particles from becoming airborne.

### xiv. Household Hazardous Waste Containment

**SDR-CDR** will construct a containment area at each TDMS for any hazardous waste inadvertently delivered to the site. The containment area will be a minimum of 30" x 30". The perimeter of the containment area will be constructed with an earthen berm or hay/straw bales that are staked in place. The area will be lined with a heavy gage, non-permeable plastic to provide a waterproof barrier. Additional heavy gage, non-permeable plastic sufficient in size to cover the entire containment area will be kept on site and used to prevent rain from entering the containment area. To direct run-off away from the protected area, the site will be sloped appropriately to provide necessary grading.

### xv. Site Closure

**SDR-CDR** will close each TDMS within 30 calendar days of completing the reduction or transfer all delivered debris to an authorized landfill. Site closure will include removing site equipment, debris, and all remnants from the processing operation; grading the site; and,

restoring the site to pre-occupancy conditions. The site(s) will be restored in accordance with all state, tribal, and local requirements.

We will be responsible for the proper disposal of non-burnable debris, ash, wood chips, and hazardous and toxic wastes.

Our team will conduct a final inspection of the site along with the City representative to receive final approval of the site closure.

**5. Debris Collection and Transportation**

***Removal Activities*** – From the grid/zone assignments, areas are categorized by priority and accessibility. The zones will be equitably established to ensure timely progression throughout the affected area. A "clean as you go" process will be implemented for the waste stream being worked, with crews working from street to street through each zone. Crews and resources will be adjusted as needed during this phase.

**DISPOSAL/RECYCLING HAULING TRUCKS COMMITTED**

| Type: | In Region | Reach Back |
|---|---|---|
| Trackhoes/Excavators | 18 | 38 |
| Trailers | 49 | 110 |

***Debris Segregation*** – Initial storm/event debris will be separated when feasible.

- Crews will attempt to segregate materials, where feasible, into constituent piles for collection and disposal. Hazardous materials will be segregated and properly stored for future collection.
- Mixed debris will be collected as C&D.

Debris collection passes will continue up to the point where the remaining debris consists of light litter that can be easily collected using raking and sweeping methods of operation.

**6. Final Disposal of Debris and Debris By-Products**

Disposal of all eligible debris, reduced debris, ash residue, and other products of debris management will be in accordance with all applicable state, federal, and local laws. Associated related costs will be "pass-through" with no additional charges to the City. **SDR-CDR** will ensure disposed debris is properly documented in accordance with FEMA protocol by using approved collection/disposal and tipping tickets. Activities will be done in coordination with the City's Debris Manager.

**7. Removal of Leaners, Hangers, and Stumps**

**SDR-CDR** will ensure the location and removal of all approved leaners, hangers, and stumps is properly documented as per FEMA. Any holes remaining after stump removal will be backfilled appropriately.

**8. Household Hazardous Waste (HHW) Removal, Transport and Disposal**

HHW removal will be organized as a unique, separate mission from the debris removal passes. The equipment and specialized training (HAZWOPER training) combine to make this a unique

debris removal operation. Consistent with the level of damage from the disaster, an initial pass may be conducted by HAZWOPER qualified personnel to visually inspect disaster debris piles and take action to segregate the HHW from woody, vegetative and C&D material. At a later date, coordinated with the City, specially trained crews will move the hazard area to remove the HHW. In heavily damaged areas with a significant amount of HHW, the HHW may be placed in a temporary containment cell constructed at a properly permitted TDMS. Otherwise HHW will be taken directly to a proper disposal location.

**9. Abandoned Vehicle Removal**

Abandoned vehicle removal will be a unique, separate mission from the debris removal passes. The City will identify abandoned vehicles to be removed, **SDR-CDR** removes the vehicles and takes them to a City identified location.

**10. Animal Carcass Removal and Disposal**

As identified by the City, animal carcasses will be removed and transported to a properly permitted disposal location.

**11. White Goods Debris Removal**

A separate debris mission will be organized to remove white goods in the disaster areas. The removal of white goods will take place using a flat deck, stake body truck with an equipment lift gate. All loading of White Goods will be done manually so as not to disturb any Freon containing lines. Each White Good will be evaluated for its use of freon. Those white goods without freon may be hauled directly to final disposal or recycler. White goods with freon will require the work of a freon technician to remove the ozone depleting gas.

**12. Freon Removal**

A Section 608 certified technician will maintain, repair, or dispose of equipment that could release ozone depleting refrigerants into the air.

**13. Demolition, Removal, and Disposal of Damaged or Condemned Structures**

As required and directed by City officials, demolition and removal of condemned structures and buildings resulting from the disaster, will be performed by **SDR-CDR** to reduce or eliminate an immediate threat to life or enhance safety and health to the public. Each demolition will have a site inspection report (including a site plan), right-of-entry agreement, and proper permits. Demolition, removal, and disposal of damaged or condemned structures will be considered a special mission within the daily action plan and will unique heavy equipment resources and qualified personnel to complete the mission.

## G. DOCUMENTATION AND RECOVERY PROCESS

**1. Quality Control**

**SDR-CDR**'s Project Manager and Site Superintendents have complete responsibility for quality assurance/quality control (QA/QC) of work performed by **SDR-CDR** and all subcontractors. As

with any project, effective QA/QC starts with initial identification of project roles, which is a key element to our standard QA/QC program. Further, oversight and support will be provided from three levels within our organization, including **SDR-CDR**'s Principal-In-Charge, Project Manager, and Site Superintendents. The cornerstone of our approach is the assignment of a strong Project Manager capable of integrating each sub-discipline required as part of this project. The Project Manager will have first-line responsibility for performance. Continuity of tasks will be maintained by the Project Manager's oversight of and participation in all contract activities.

**2. Field Documentation**

By the close of business each day of the contract, the Project Manager will submit a report to the Contracting Officer detailing the daily and cumulative hours for each piece of equipment and personnel; and providing the unit cost or daily and cumulative cubic yards of debris removed.

**SDR-CDR** will reconcile all units of work daily, thereby reducing the occurrence of erroneous or disputed data later in the project, and commits to the following:

- Maintenance of recovery process documents
- Preparation of written and oral status reports as requested by the City.
- Assistance with claim document preparation as required by the FEMA for submittal to the state and in accordance with the FEMA-PA program.

***Debris Taken to Landfill:*** Should it be more cost effective to transport the eligible debris directly to a permitted landfill for disposal, field procedures will be implemented to ensure that each load ticket prepared at the loading area is properly manifested to the landfill for proper confirmation of truck capacity and disposal information.

***Reduced Debris/Final Haul Out to Disposal Facility:*** The same procedure listed above will be implemented for debris taken to a TDMS. However, during the final haul out, a separate ticket will be issued for the reduced debris hauled to the final disposal site. Documentation will include haul out time, cubic yards, disposal location and time.

**3. Incident Action Plan**

The Incident Action Plan (much like a daily work plan) is the process by which the Debris Management Team (City, Contractor and Debris Monitor) agree to the objectives for the next operational period (day or next series of days); and, by which the rest of the **SDR-CDR** Incident Management Team ensures the Project Manager has the resources to accomplish the objectives.

**4. Documenting And Reporting Damage**

**SDR-CDR**'s ***Customer Service Plan*** is a tiered system consisting of:

Tier 1: Conduct business in a manner that is professional, ethical, and sensitive to the area in which we work, to prevent damage, and to facilitate positive interactions with the public. Should any damage to property or detrimental public interaction occur, our personnel are trained to solve problems speedily to the mutual satisfaction of all parties involved, including the immediate repair of property if necessary.

Tier 2: Adds the inclusion of the Project Manager's in the problem-solving process. Also, any customer service issues, including damage and repairs, are added to the daily situation report, so the entire operation may learn from the activities.

Tier 3: At this level, any issues identified by the City are addressed. The City may have an ongoing citizen complaint system that properly identifies issues and tracks them to resolution. **SDR-CDR** command staff ensures the complaint is included as an action item within the daily Incident Action Plan (IAP) development. All necessary personnel will be apprised of any action items ensure speedy and complete resolution.

**5. Invoicing and Data Management**

All our processes and procedures are designed to ensure each project is carried in such a way that the City's federal reimbursement is maximized.

Key elements of our systems include:

- Proper certification of haul vehicles with City signatures and approvals
- Proper field documentation of each load hauled by identifying the precise/certified vehicle, the driver, and location of eligible debris removed.
- Proper field documentation of each disposed or reduced load, including disposal location and the safe, permitted operation of that disposal or reduction site location.
- Daily reports, which may also include the updated loads-hauled database (if available), to ensure ongoing transparency and communication of work outcomes.
- Reports and databases that are fully supported by accurate field documentation.

Our project management documentation process also provides for positive identification and control of work on FHWA and other federal aid eligible roads.

The client may choose to utilize the **SDR-CDR** Disaster Recovery Load Ticket to record the debris collected and transported from the rights-of-way to the designated disposal sites. **SDR-CDR** captures 15 key data points described in FEMA's Debris Management Guide. The six-part load ticket allows project participants to accurately maintain documentation of billable activities.

At a minimum, the load tickets used will be posted to a weekly spreadsheet and/or database with both a hard copy and electronic version provided to the client. The following ticket information is included in the database:

- Date
- Preprinted ticket number
- Hauler's name
- Truck number and truck capacity in cubic yards
- Total load percentage, as assigned by the client representative in the tower.
- Load amount in billable cubic yards.
- Debris classification as burnable, non-burnable, mixed, or other
- Point of origin for debris collection, time loaded and unloaded, including location of the temporary disposal site.

**Since the load ticket data is the basis for invoicing, SDR-CDR works with the City's monitoring firm to ensure all data is complete and accurate.**

### 6. Technical Support for Reimbursement

In addition to utilizing the industry's best practices for debris removal documentation, **SDR-CDR** will provide comprehensive FEMA Public Assistance technical support for reimbursement. Our Federal Cost Recovery Subject Matter Expert and/or our Disaster Recovery Services Director will coordinate and set up all necessary meetings. We will meet with the City to review and update the information required for reimbursement submittals as well as assist with item checklists required for each FEMA category.

**SDR-CDR**'s Program Assistance includes:

- Coordination with the City for their submission of the official request for state assistance and FEMA inspection.
- Review of the FEMA Project Worksheet (PW) for accurate scope of work and unit costs.
- Recovery process documentation, including creating a process to capture the daily log and tickets from the field/contractor and data entry of the recovery process. (Perform daily, weekly ticket reconciliation, and final reconciliation of debris removal ticket ledgers and disposal ledgers (TDMS to final disposal), per FEMA requirements. Provide FEMA Category A submittals including final inspection reports.)
- Review project documentation for consistency, compliance, and completeness. Assist with submission of requests for payment, if needed.
- Make recommendations to City representatives for reimbursement tasks.
- Assist the City in negotiations with federal and state agencies and verify completion of work task items for FEMA Category A-B for contract closeout.

## H. SUPPORT FOR THE CITY OF PLANTATION'S PUBLIC INFORMATION

### 1. Public Notices

**SDR-CDR** will work with City public information efforts to inform residents about disaster recovery, debris management tasks, and how residents can participate in the community's debris management and the expectations for the upcoming period. Our team will participate in any established joint information center and provide materials and information to ensure the public is aware of debris clearance disaster recovery endeavors.

We can provide weekly public notices of the debris removal schedule to keep those affected by the processes informed. All public notices shall be approved by the City prior to release and will contain a description of the proposed work and how debris should be placed in the right-of-way for removal as well as a description of eligible debris and the schedule for removal.

Specific information may include:

- Cleanup instructions
- Status of cleanup

- Locations of drop-off or collection sites
- How to source separate
- Projected cleanup locations for the coming week.

**SDR-CDR** will participate with the City with any other public information efforts including providing information for a telephone hotline and/or a flyer to hand out or to be inserted into utility bills and/or mailouts.

Consistent with the City's desires, available information will include recycling/diversion programs for the disaster debris such as point of collection, hours, materials to be collected, method of collection (drop-off, curbside, bins, etc.).

**2. Personal Safety Statements**

The following is an example of our *Personal Safety Statements* that can be provided to assist entities with disseminating information to their constituents and are designed to be modified as needed. They may be used in flyers, newspaper articles, or read over television and/or radio. The statements are intended to fit into an overall public information strategy and may be used in conjunction with other messages about the disaster recovery process.

## PERSONAL SAFETY STATEMENT(S)

### *EVERYONE INVOLVED IN DEBRIS CLEAN-UP IS ENCOURAGED TO WEAR PROPER CLOTHING AND RESPIRATORY PROTECTION*

Protect yourself with gloves, hard-soled shoes or boots, and respiratory masks, as necessary. If you have a cut or a scratch that is not healing properly, seek immediate medical attention.

### *POWER EQUIPMENT CAN BE DANGEROUS*

If you are not familiar with or have not operated power equipment such as chain saws or grinders, consider hiring a licensed, qualified contractor to assist you.

### *STAY AWAY FROM UTILITY AND DEBRIS CREWS WORKING IN YOUR AREA*

All utility and debris crews working for the City are licensed and qualified for the work they are performing. They maintain safety programs to reduce the occurrence of injuries in their work locations. However, you must stay clear of utility and debris crew operations because of the inherent dangers in operating heavy equipment.

**3. Debris Removal Instructions**

# DEBRIS REMOVAL INSTRUCTIONS

***HELP SPEED UP DEBRIS REMOVAL*** *BY PLACING DEBRIS IN THE RIGHT OF WAY. FOLLOW THESE KEY STEPS:*

- *KEEP DEBRIS AT LEAST THREE FEET FROM ELECTRICAL UTILITY POLES AND BOXES, FIRE HYDRANTS, AND WATER AND GAS METERS.*
- *SEPARATE WOODY (LIMBS AND LEAVES) DEBRIS; CONSTRUCTION AND DEMOLITION DEBRIS AND HOUSEHOLD HAZARDOUS WASTE INTO SEPARATE PILES.*
- *GARBAGE PICKUP WILL RESUME ON YOUR REGULAR SCHEDULE ON _____. SEPARATE GARBAGE FROM YOUR DISASTER DEBRIS*
- *CALL _____ WITH DEBRIS REMOVAL QUESTIONS AT _____.*
- *DEBRIS REMOVAL WILL BE ENDING SOON, SO RESIDENTS ARE ENCOURAGED TO TAKE ADVANTAGE OF THE FREE REMOVAL SERVICE.*

***DISASTER DEBRIS THAT WILL BE PICKED UP***

- *WOODY, VEGETATIVE DEBRIS: LIMB AND LEAF DEBRIS CREATED BY THE STORM EVENT.*
- *CONSTRUCTION AND DEMOLITION (C&D) DEBRIS: DEBRIS SUCH AS 2X4'S, DRY WALL, SHINGLES, PANELING, INSULATION, ETC. THAT WAS CREATED BY THE STORM EVENT. DO NOT PLACE C&D DEBRIS AT THE ROADSIDE IF YOUR INSURANCE COMPANY PAYS FOR A CONTRACTOR TO CLEAR YOUR C&D DEBRIS FROM YOUR HOME.*
- *WHITE GOODS: APPLIANCES AND OTHER HOUSEHOLD DEVICES THAT WERE DAMAGED/DESTROYED BY THE STORM EVENT.*
- *HOUSEHOLD HAZARDOUS WASTE: MATERIAL THAT INCLUDES SUCH THINGS AS PAINT, FUELS, INSECTICIDES, PESTICIDES, SPRAYS WITH PETROLEUM DISTILLATES, ETC. THESE WILL ONLY BE PICKED UP IF THEY ARE ASSOCIATED WITH DAMAGE FROM THE STORM EVENT.*

*EACH OF THESE WILL NEED TO BE SEPARATE FROM THE OTHER AT THE ROADSIDE. SOME OF THE MATERIALS WILL BE PROCESSED FOR RECYCLING AND SOME OF THESE MATERIALS WILL GO TO IMMEDIATE DISPOSAL. YOUR ASSISTANCE IS NECESSARY FOR DEBRIS CLEARANCE TO PROGRESS RAPIDLY AND CORRECTLY.*

**4. Assistance with Private Property Debris Removal**

## PRIVATE PROPERTY DEBRIS REMOVAL

***ASSISTANCE WITH PRIVATE PROPERTY DEBRIS REMOVAL***

*ANYONE WHO NEEDS ASSISTANCE WITH DEBRIS REMOVAL, SUCH AS SENIOR CITIZENS, AND THOSE THAT NEED HELP WITH ACTIVITIES OF DAILY LIVING MAY CALL _____ TO SCHEDULE A VOLUNTEER TO ASSESS YOUR NEEDS. ASSISTANCE WILL BE PROVIDED BY VOLUNTEER GROUPS WORKING IN OUR AREA AND WILL BE PRIORITIZED FOR THOSE THAT DO NOT HAVE INSURANCE COVERAGE TO PAY FOR THE CLEANUP.*

**5. First/Second/Third Pass Notice**

## DEBRIS REMOVAL PICKUP NOTICE

***FIRST/SECOND/THIRD PASS NOTICE***

*THE CITY'S CONTRACTOR WILL BE IN _____ (ADD IN NEIGHBORHOODS OR STREET DESIGNATIONS) FOR A (FIRST/SECOND/THIRD) PASS AT PICKING UP DISASTER DEBRIS FROM THE ROAD RIGHT OF WAY. ONLY ELIGIBLE DEBRIS WILL BE PICKED UP.*

- **NOTE: City should insert the appropriate debris and/or safety statements above to assist residents and business owners with the safe and efficient removal of debris.**

# SECTION 3 – WORK EXPERIENCE

## 1. COMPANY QUALIFICATIONS

**SDR-CDR** offers the City of Plantation a proven team with a reputation for high quality, well-organized response and recovery services that can ensure maximum federal recovery cost reimbursement. The **SDR-CDR** regional office is centrally located in Orlando allowing us to effectively provide planning, command and control of our disaster debris response forces to coastal communities we serve. We have performed post-hurricane debris collection, reduction, and final disposal services to dozens of coastal communities throughout Florida and the Southeast. SDR alone has performed over 135 disaster debris removal projects, including most recently in support of Florida Gulf coast communities after Hurricanes Milton, Helene, Idalia and Ian. Our joint venture is testament to our commitment to strategically prioritizing our support to Florida communities.

CDR are Florida-based disaster recovery consultants who further bolster our team's capabilities for ensuring the local communities we serve are afforded expert, hands-on assistance. With offices throughout the state, their local professionals are well-known for ensuring compliance with FEMA, FHWA, FDEM, and local requirements. CDR staff have collectively provided debris management and disaster recovery services within 32 Gulf Coast communities. Since October of this year, CDR has been providing debris removal monitoring for FDOT District 1 and 7 and land and waterway for FDEM following Hurricane Milton and Helene. CDR staff have been deployed for 74 major disaster declarations nationwide. Many have been involved in EOC and Incident Management Team support, debris removal management, logistics and procurement services, emergency sheltering and alternative care sites, as well as all manner of public and individual cost recovery consulting services. Their expertise providing the full cycle of disaster preparation, response and recovery services are ideally suited for supporting local government's return to normalcy after a storm in the most efficient manner possible.

**REQUIRED QUALIFICATIONS**

In response to "required qualifications" as outlined on page 24 of the RFP, **SDR-CDR** affirms the following:

- SDR and CDR are registered with the Florida Division of Corporations. See attached.
- The **SDR-CDR** team includes a state and locally licensed general and demolition contractor. See attached. Additional subcontractors will be added from local area as needed.
- Neither SDR nor CDR are listed on the Department of Management Services' Convicted Vendor List per Section 287.133(3)(d), Florida Statutes.
- Neither SDR nor CDR are on the Federal Debarment List on www.SAM.gov.
- Neither SDR nor CDR are on the Florida State Board of Administration's Scrutinized List of Prohibited Companies.

**SDR-CDR** affirms that upon formal completion of our joint venture, we will provide the City with the requested and required documentation confirming our status.

### a. Demonstrated Success on Past Projects

The **SDR-CDR** team possess the qualifications, experience, and expertise to successfully manage debris removal operations following a severe weather event, or man-made disaster. Since Hurricane Michael and Irma in 2018, both companies have been heavily engaged in disaster response and recovery efforts in the state of Florida, including FDEM's debris removal operation in Southwest Florida following Hurricane Ian.

In Florida, our collective disaster recovery experience dates as far back as 1992 when Hurricane Andrew, a Category 5 hurricane, wreaked havoc on communities in South Florida. Andrew remained the most destructive storm to ever hit Florida in terms of structures damaged or destroyed and remained the costliest in financial terms until Hurricane Irma surpassed it 25 years later. Both SDR and CDR were there to help communities recover from this catastrophic event.

Since Hurricane Andrew, our personnel have collectively responded to **105 major disasters**, demonstrating expertise in debris management and federal reimbursement of all categories of work, including eligible debris removal work. Based on our current and past history of providing similar services in the state of Florida, the City of Plantation can rely on **SDR-CDR** to remove disaster debris from land and waterways, restore your pristine beaches to pre-event condition, and aid in the community's overall recovery.



Hurricane Andrew Experience: SDR moved over 200 pieces of heavy equipment by train to assist with debris clearance in Homestead and Florida City. CDR assisted with the restoration of power knocked out by Andrew's strong winds.

**SDR-CDR** in-house professional staff include:

- Professional Engineers
- ISA Certified Arborists
- Certified FDOT Maintenance of Traffic Personnel
- Former Local Government Public Works Directors
- Former Local and State Emergency Management Directors
- Licensed Landfill Operators
- FEMA-PA Grant Specialists
- Certified Public Accountants
- Quality Assurance Monitors with Florida Debris Management Experience
- Federal Cost Recovery Experts
- Certified Debris Management/Planners
- Proprietary ADMS (CDR DisasterPro) Developers
- NIMS/ICS Support Personnel
- Civil Engineers and GIS Professionals
- Quality Assurance Specialists

### b. Debris Removal Experience

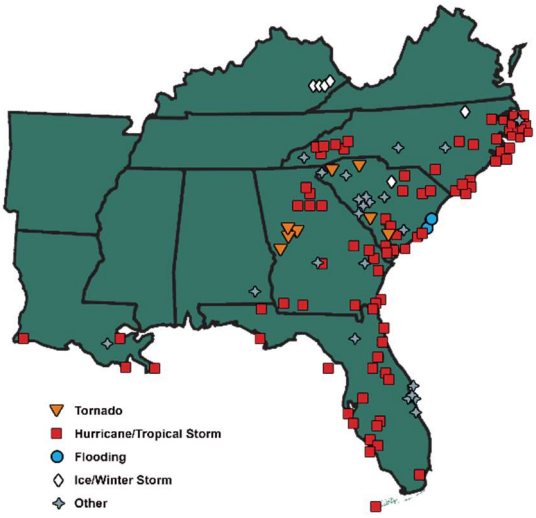


Collectively, the **SDR-CDR** team has provided disaster response and recovery services in ***105 major disasters***. ***Over 30 projects have involved debris removal in coastal communities, including 11 in Florida.*** In recent years, our team members have been actively engaged in debris management projects following Hurricane Milton, Helene, Debby, Idalia, Ian, Michael, Matthew, and Irma for numerous counties (Bay, Charlotte, Clay, Collier, DeSoto, Gulf, Hendry, Hillsborough, Jackson, Lee, Putnam, Sarasota, and St. Johns) and state agencies (FDEM, FDOT, and FDEP).

**Presence in Florida:** At present, SDR has standby contracts with the following governmental entities for debris removal services:

- Amelia Island Plantation
- Counties of Bay, Escambia, Gilchrist, and Nassau
- Cities of Apalachicola, Edgewood, Hialeah, Kissimmee, Pembroke Pines, Temple Terrace, Venice, and West Park
- Florida Atlantic University
- Northwest and South Florida Water Management Districts
- Seminole Tribe of Florida
- Village of Pinecrest

CDR has standby contracts to provide debris management services for:

- Florida Department of Transportation Districts 1, 3, and 7
- Florida Division of Emergency Management
- Counties of Nassau and Orange

**The following provides SDR's and CDR's most recent debris removal experience in the state of Florida.**

**Hurricanes Milton and Helene:** Following Hurricanes Milton and Helene, CDR has been performing cut and toss, identification and removal of hazardous leaners and hangers along FDOT Right of Ways, inlet cleaning assessments, and sand removal and screening in FDOT District 1 and 7 (17 counties). For FDEM, CDR has been performing identification and removal monitoring of derelict and abandoned vessels as well as land and waterway debris removal monitoring in counties impacted by Milton and Helene. Our operations started in October and are continuing.



**Hurricane Idalia:**

Hurricane Idalia was a tropical system that threatened the entire western peninsula of Florida and the Big Bend area. SDR pre-staged project managers along the projected impact areas, from the Tampa Bay region to Big Bend, as well as Southern Georgia. The storm made landfall near Keaton Beach, FL as a Category 3 hurricane and quickly moved northeast through southern Georgia. Idalia's primary impact was devastating storm surge across the coastal Big Bend in Levy, Dixie, and Taylor counties. Idalia's storm surge and winds caused major damage to homes and businesses. Extensive tree damage resulted in blocked roadways, electrical distribution and transmission line damage, and household and business damage.



SDR deployed 12 Bucket Trucks, 4 Skid Steers, 14 Self-Loaders, and 3 Horizontal Grinders to remove debris in Gilchrist County, FL, and in Southern Georgia.

SDR was in place with a pre-event contract in Gilchrist County, Florida and because of past years' training and exercises, assisted the county with pre-landfall planning and post-landfall debris removal, which included the removal of approximately 37,000 cubic yards of debris. We also assisted with the reimbursement of FEMA-PA Category A debris removal expenditures. Concurrently, SDR also provided resources to Brooks and Clinch Counties, Georgia. Crews initially worked to "clear" transportation corridors and then performed the task of debris removal and the recovery processes.

CDR was also engaged in providing debris management services for the Florida Department of Transportation to assist District 7 with cut and toss operations of priority roads throughout Pinellas and Hillsborough Counties.

**Hurricane Ian**: In 2022, Hurricane Ian produced catastrophic storm surge and wind damage in Lee and Charlotte counties. SDR was one of a handful of haulers selected by FDEM to provide debris removal services. SDR was assigned to conduct private property debris removal (PPDR) in North Fort Myers and the City of Cape Coral. The types of debris removed included woody and vegetative material, construction and demolition, derelict vessels and other titled property, household hazardous wastes, white goods, and structure demolitions.

SDR completed Rights of Entry (ROE) Agreements to assess and develop debris management strategies to remove debris from 520 properties. For properties that required total demolition, the SDR team obtained permits and coordinated with utility providers to disconnect each utility before demolishing the structure and slab. Once demolition was completed, the team loaded and hauled the material to the TDMS or final disposal site. SDR also restored each property in accordance with the local building code.



SDR provided demolition of structures of slabs for over 500 households severely damaged by Hurricane Ian.

Due to Ian's storm surge, SDR was also tasked with

removing 14 derelict vessels that washed inland and perched on lawns, seawalls, docks, and against buildings. SDR had to stabilize each vessel before removal, then haul and stage them until the owner could be identified. Once ownership was identified, SDR was charged with final disposal of the vessel. The team also worked with the FDEP and Florida Fish and Wildlife Commission (FWCC) to coordinate removal of debris (fallen trees) determined to be blocking navigation, as well as vessel removal in state-owned waterways. Removal of debris and vessels was performed in accordance with state and federal regulations.

SDR also performed debris removal services for the City of Edgewood (Orange County), Florida. Work included removal of woody/vegetative disaster debris, dangerous leaning trees and hanging limbs as well as hazardous stumps. SDR was called in again following Hurricane Nicole, which caused additional damage in the city that required debris removal services. These small projects were completed in record time and to the satisfaction of the city.

For approximately 17 months, CDR provided Hurricane Ian debris management services in Charlotte, Collier, DeSoto, Hendry, Lee, and Sarasota counties on behalf of FDEM. Services included assisting in developing FDEM's Debris Management Plan, and implementing, staffing, and operating the EOC Call Center. The Call Center received over 35,000 calls from residents about debris removal issues. Services were also provided to manage the state's ROE, PPDR/CPDR, titled property, duplication of benefits (DOB), and derelict vessel identification and removal program.

**CDR Hurricane Ian Project Highlights**

- 2.49M CY of land debris
- 1.67M CY of waterway debris
- 636 derelict vessels removed
- 7,722 Right-of-Entry Applications
- 1,974 Duplication of Benefits Review and Validation
- PPDR and CPDR
- EOC Call Center (24 peak staff)
- Over 700 personnel mobilized



Hurricane Dorian beach berm restoration in Brevard County, FL. Over 99,000 CY of sand was used to restore the shoreline.

**Mitigation and Repair Projects:** SDR was retained by St. Lucie County, Florida to provide emergency beach and dune restoration. This work restored the dune line in the southern end of the county and helped mitigate the impact of future storm surge flooding events. SDR also completed road repairs in the Northwest Florida Water Management District to restore access areas damaged by Hurricane Michael and subsequent storms.

**Hurricane Dorian:** When Hurricane Dorian made landfall on September 1, 2019, along the Outer Banks of North Carolina, SDR went to work helping to open emergency roadways and managing debris removal contracts involving vegetative, C&D, and tree leaner and hanger removal throughout the counties of Dare, Hyde, Currituck, and Tyrell. The wind and flooding caused by Dorian produced diverse waste streams, including white goods, appliances, and household hazardous waste. SDR operated seven TDMS locations and reduced debris by grinding, air curtain incineration, and compaction.



*"In a nutshell, the entire operation from beginning to completion when smoothly and quickly. Here are just a few details that I would like to note: Accurate and timely information was disseminated; Any hiccups were quickly addressed and resolved; Extensive knowledge of FEMA regulations; Flawless execution of management plan; and Customer Satisfaction a top priority."*

**Shanna Fullmer**, Public Works Director, Dare County, NC

SDR also performed beach berm restoration for Brevard County from damage also caused by Hurricane Dorian. Beaches from R-142 to R-213 along the shoreline required beach and dune restoration. The project began in October 2019, and was successfully completed the end of April 2020. The scope of work mandated that only high-quality sand sources be utilized, and that the project's stringent timeframe be adhered to. SDR replaced 99,841 CY of sand, which was sourced from quality local mines. SDR successfully met both criteria to the satisfaction of the county.

**Hurricane Michael:** Highlights of CDR's debris management services include:

- Simultaneously managed three separate debris removal monitoring operations in Bay, Gulf, and Jackson counties. Project features included roadway debris removal monitoring, waterway debris removal monitoring, hazardous tree removal, sand dune restoration, vegetative burn operations, building demolition, debris hauler/monitor invoice reconciliation, Emergency Operation Center Support, and FEMA Public Assistance / Project Worksheet formulation.



- Overseeing Bay County's $300 million debris removal operation involving 19.5 million CY of debris, which at the time was the largest "locally led" debris mission in the country. CDR performed 100% validation of both hauler and monitor invoices to ensure FEMA reimbursements were met.

- Providing debris monitoring and recovery services in Jackson County for the Florida Caverns State Park (Caverns), where Category 5 winds destroyed more than 90% of the thick canopied forest surrounding the Caverns, and wherein 60% of the infrastructure had been damaged or destroyed, and floodwaters deposited significant silt and mud in the cave system. Within 72 hours of tasking, CDR began monitoring debris removal contractor operations. This included removal of damaged trees, stumps and C&D, roadway clearing, silt/mud removal from the caverns, building demolition, 24-hour burn operations, FEMA-PA PW formulation, and invoice reconciliation.



Debris removal teams clearing roadways throughout the Florida Caverns State Park post Hurricane Michael.

**Hurricanes Irma:** Post-landfall, SDR managed multiple vegetative and C&D debris removal contracts. In Georgia, we served as the prime contractor on five debris removal contracts and operated as the prime sub on eight contracts throughout Florida and Georgia. From October 2017 to March 2018, SDR processed over 1.5M CY of Vegetative and C&D debris. We also completed a Florida beach berm restoration project hauling over 317,000 tons of sand with a total contract valued at over $7.5 million.

**Hurricane Matthew:** Matthew impacted the coasts of Florida, Georgia, South Carolina, and North Carolina in 2016. SDR managed multiple vegetative and C&D debris removal contracts in eight South Carolina DOT counties, Hunting Island, the Town of Summerville, the City of Lumberton, NC, and seven Georgia DOT counties. From October 2016 to February 2017, SDR removed over 1M CY of Vegetative and C&D debris.



SDR crew removing vegetative debris along SCDOT roadways.

Following Hurricanes Matthew and Irma, CDR was activated by FDEP to provide debris removal monitoring, vegetative burn operations, beach renourishment and sand dune restoration, as well as disaster cost recovery services. Projects consisted of overseeing hauling operations including land and waterway debris removal along the St. John's River and tributaries within St. John's, Clay, and Putnam County, the Barron River within Collier County, and overseeing beach re-nourishment and sand dune restoration projects along the eastern coastline. Using barges, more than 140,000 CY of debris were removed from the waterways and its banks, eliminating navigation safety hazards to the residents and visitors that use the rivers for recreation and fishing. In addition to providing debris monitoring support, CDR provided project and grant management services. In this capacity, CDR assisted in the coordination of data and documentation of multiple contractors by creating a SharePoint site in which all key stakeholders involved in the project could access project documentation. This feature allowed FDEP to receive real-time information and daily reporting of all contracted debris removal work. CDR provided other services including assisting in preparing FEMA-PA Category A documentation for Project Worksheet formulation and submission, validating, and reconciling debris hauler invoices, and preparing NRCS disaster recovery assistance grants.

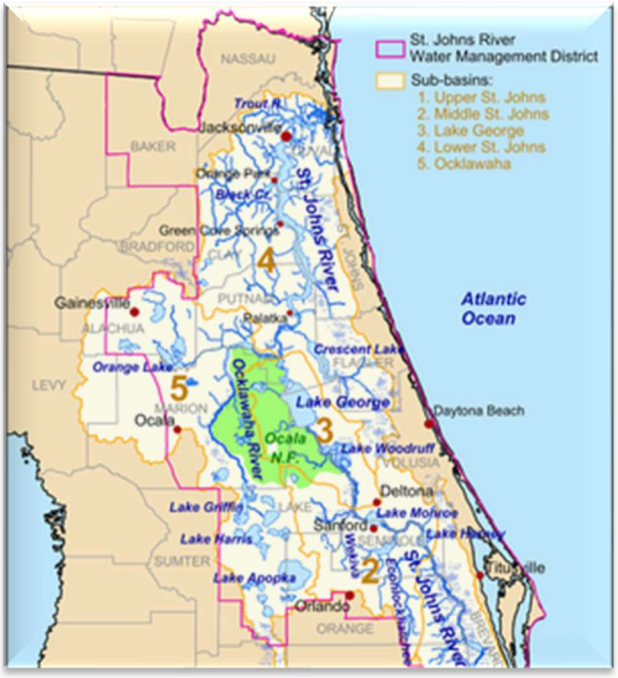

# SDR CUMULATIVE DISASTER EXPERIENCE

SDR personnel have over 180 years of cumulative experience in disaster management, disaster debris removal and adhering to FEMA Public Assistance and FHWA program requirements. The following table summarizes the experience inherent in SDR.

| YEAR | NAME OF DISASTER | DISASTER ROLE |
|---|---|---|
| 2023 | Hurricane Ian | Hurricane Ian made landfall in Southwest Florida producing catastrophic storm surge and wind damage in Lee and Charlotte County, Florida. SDR was awarded an emergency contract by the State of Florida (Division of Emergency Management) to conduct Private Property Debris Removal in North Fort Myers and the City of Cape Coral. The scope of work entailed woody, vegetative material; construction & demolition material; vessels and other titled property; household hazardous wastes, white goods and structure demolitions. SDR had approximately 520 properties with completed Rights of Entry agreements to assess, develop debris management strategies and remove the debris. |
| 2022 | Hurricane Idalia | Hurricane Idalia was a late August, western Caribbean tropical system that threatened the entire western peninsular Florida and Big Bend Florida. SDR pre-staged Project Managers all along the projected impact area from the Tampa Bay region to Big Bend Florida and Southern Georgia. |
| 2022 | Hurricane Ian, FL | SDR responded to Hurricane Ian damage in the City of Edgewood, FL. Work included removal of woody/vegetative disaster debris as well as removal of dangerous leaning trees and hanging limbs as well as hazardous stumps. A later hurricane, Hurricane Nicole, caused additional damage in the City that was removed as well. These small projects were completed in record time and to the satisfaction of the City |
| 2022 | Mitigation and Repair Projects in Florida | SDR completed mitigation and repair projects in the State of Florida. SDR conducted emergency Beach and Dune Restoration in St. Lucie County, FL. These work efforts restored the dune line in the southern end of St. Lucie County and mitigated the impact of future storm surge flooding events. SDR also completed road repair in the Northwest Florida Water Management District to restore access following damage from Hurricane Michael and subsequent storms. |
| 2021 | Hurricane Ida, LA | SDR teamed with Dynamic Corporation to win disaster debris removal contracts in Plaquemines Parish and South Lafourche Levee District, LA. Hurricane Ida made landfall as 1 of the 3 historical Category 4 hurricanes that have impacted Louisiana. Hurricane Ida made landfall at Port Fourchon; putting the strong side of the storm and storm surge to devastate Plaquemines Parish. SDR removed 549,000 CY of debris in Plaquemines Parish and 282,390 CY of debris in South Lafourche Levee District. Waste streams included marsh grass, woody/vegetative, C&D, HHW, White goods. |

| | | |
|---|---|---|
| **2021** | **Tropical Storm Fred, NC** | SDR's NC State disaster debris removal contract was activated by Haywood County, Town of Clyde, Town of Canton and Buncombe County, NC to provide rapid debris removal from the devastating effects of the tropical system rains in mountainous terrain. Tropical Storm Earl produced extraordinary rainfall resulting in the Pigeon River swelling 19.6 feet above normal flow; the resulting flood and damage resulted in 6 deaths and over $300 million in damage. SDR removed over 66,000 CY of flood debris from the road ROW and river to protect property and help recover the community |
| **2021** | **Winter Uri, KY** | SDR was chosen by Carter Co., Boyd Co., Elliott Co and Lawrence Co. KY to help their Counties recovery. From March 4th to August 30th, SDR removed in total 641,800 Cubic Yards and 540 tons of the debris valued at $18,574,100.00. |
| **2021** | **GA Tornado** | Prime Contractor – City of Newnan; SDR responded rapidly to support City of Newnan's disaster response and recovery efforts. From 3/29/2021 to 8/6/2021, SDR processed over 388,000 CYD of debris valued at $5,481,300.00. |
| **2020-2021** | **SC Tornado** | Prime Contractor – City of Seneca/Oconee Co. Creek/Stream Debris Removal; SDR processed over 62,000 CYD of water debris valued at $1,575,300. |
| **2020-2021** | **Iowa Derecho** | Prime Contractor – City of Marion, Iowa; Waterway debris removal; approx. 550,000 CY of woody, vegetative debris. FEMA PA program |
| **2020** | **Hurricane Isaias** | Prime Contractor – City of Oak Island, NC; beach sand screening, hauling and place clean sand on beach; approx. 60,000 CY; FEMA PA Program |
| **2020** | **Hurricane Zeta** | Prime Contractor – White County, GA; woody, vegetative debris removal; reduction by air curtain incineration; hazardous trees and hangers; FEMA PA program |
| **2020** | **Hurricane Laura** | Subcontractor for LDOT debris removal; Districts 7 & 8. |
| **2020-2021** | **Iowa Derecho** | Prime Contractor - City of Marion, Iowa; Project manager for debris removal, reduction and reclamation. Hazardous trees and hangers. 725,642 CY of Veg. FEMA PA Program |
| **2020** | **Various Storms** | Prime Contractor - Brevard County; Beach Berm Restoration Project; approx. 100,000 CY of clean, compatible beach sand from upland sources. |
| **2020** | **Hurricane Isaias** | Prime Contractor - Brunswick County/Holden Beach, Ocean Isle, Oak Island; debris clearance and removal. FEMA PA program |
| **2019** | **SC Tornado** | Prime Contractor - SCDOT- Barnwell & Oconee County, SC. Debris Grinding and haul out. Hampton County, SC; 635,428 CY of woody, vegetative material; TDMS; mulch haul out |
| **2018-2019** | **Hurricane Dorian** | Prime Contractor - Hyde, Tyrrell, Dare and Currituck Counties, NC. Project Manager for debris removal, reduction, and reclamation. 316,890 CY of debris (veg/C&D) FEMA PA program |
| **2018-2019** | **Hurricane Michael** | Prime Contractor - Mitchell and Baker County, Georgia. Projec Manager for debris removal, reduction, and reclamation. 154,60( CY FEMA PA program |

| | | |
|---|---|---|
| **2018** | **Hurricane Michael** | Prime Contractor - Dothan Alabama. Wiregrass Electric Membership Corporation utility lines debris removal. Project Manager for cutting, hauling, and disposal of vegetative debris for utility rights-of-way. |
| **2018** | **Hurricane Irma** | Prime Contractor - Brevard County, FL; Brevard Beach Berm Restoration Project; Provision of clean, compatible beach sand from upland sources to restore Brevard County Beaches; 235,400 CY |
| **2018** | **Hurricane Irma** | Prime Contractor - Indian River County, FL; emergency dune stabilization for several communities in Vero Beach. |
| **2018** | **Hurricane Irma** | Prime Contractor - Bradford County, Florida Waterway Debris Removal; hurricane debris removal on 14.7 miles of waterway; Sampson River, Alligator Creek. Barge system to cut and remove debris. |
| **2018** | **Hurricane Florence** | Prime Contractor - NCDOT, Beaufort County, NC and Florence, South Carolina. Project Manager. Stage crews prior to storm to aid SCDOT in road clearing. Debris removal for NCDOT and Beaufort County, NC. FEMA PA program |
| **2017** | **Tornado** | Prime Sub - Beacon Falls, Connecticut. Project Manager for debris removal. |
| **2016** | **Hurricane Irma Florida** | Prime-Sub - in a number of FL jurisdictions - City of Deltona, FL; Desoto County, FL; City of Palmetto, FL; City of Arcadia, FL; City of Miami, FL; City of Sarasota, FL; Nassau County, FL; Clay County, FL; Putnam County, FL disaster debris removal, TDMS site mgt, Reduction by grinding, haul-out; 1,369,500 CY |
| **2016** | **Hurricane Irma Georgia** | Prime Contractor - White and Banks Counties, Georgia. Temporary Debris Management Site contractor. Curtain burned vegetative debris and reclaimed the sites upon completion. |
| **2016** | **Hurricane Irma Georgia** | Prime Contractor - Macon-Bibb and Forsyth Counties, Georgia. Project Manager for debris removal, reduction, and disposal. FEMA PA Program |
| **2016** | **Hurricane Matthew South Carolina** | Prime Contractor – Hunting Island State Park; SCDOT (Bamberg, Georgetown, Jasper, Lee, Marion, Clarendon); Pawley's Plantation; City of Summerville; Hampton County, SC; 835,100 CY; Load/haul; Hazardous trees; TDMS site operations; reduction by grinding; mulch haul out; FEMA PA Program |
| **2016** | **Hurricane Matthew Georgia** | Prime Contractor – GDOT (Evans, Glynn, Camden, Bulloch, Bryan); Effingham County, GA; 184,700 CY; Load/haul; hazardous trees; TDMS site operations, reduction by grinding, mulch haul out; FEMA PA Program |
| **2015** | **Hurricane Matthew North Carolina** | Prime Contractor – Beaufort County, NC; City of Lumberton; Load/haul; hazardous trees; TDMS site operations, reduction by grinding, mulch haul out; FEMA PA Program. |
| **2015** | **SC Flooding** | Prime Contractor – SCDOT (Georgetown County, Horry County); C&D Debris Removal; direct haul to final disposal; HHW; White goods; FEMA PA Program |
| **2014** | **Butte Wildfires** | Prime Sub – PG&E; hazardous tree removal. |

| | | |
|---|---|---|
| **2011** | **SC Ice Storm** | Prime Contractor; Prime-Sub; SCDOT; emergency cut and toss across 13 counties; Debris removal initiated in 5 counties the day after emergency road opening; Debris Removal in 8 local government jurisdictions; ROW and Parks debris removal; TDMS operations (12 sites); deployed 400 total load/haul trucks and 300 bucket trucks. Final disposal >90% went to beneficial re-use. FEMA PA program. |
| **2011** | **Hurricane Irene** | Project Manager; Hyde County, NC; emergency cut and toss on ROW and Utilities; ROW debris removal; TDMS operations (3 sites) hazardous trees, limbs and stumps. Final disposal beneficial re-use. FEMA PA program. |
| **2011** | **Hurricane Irene** | Project Manager; Mattaponi Indian Reservation; Virginia; ROW and Park debris removal; TDMS operation; hauling to final disposal; hazardous trees, limbs and stumps. |
| **2011** | **Tornado** | Catoosa County, Georgia. Regional Manager Santek Environmental. Coordinated debris acceptance into transfer station and landfill from private contractor and multiple municipalities. |
| **2009** | **Summer Storms** | Project Manager; SCDOT; ROW Debris Removal loading and hauling to final disposal. |
| **2008** | **Midwest Ice Storm** | Project Manager; City of Evansville/Vandenburgh County/Town of Newburgh/Warrick County, Indiana; ROW and Parks debris removal, TDMS operations, final disposal for beneficial re-use; hazardous trees, limbs, and stumps. FEMA PA program. |
| **2008** | **Hurricane Ike** | Project Manager; Islamorada, FL – ROW debris removal; haul to transfer station, FEMA PA program |
| **2008** | **Tropical Storm Fay** | Project Manager; Duval County, FL; ROW debris removal, operate 9 TDMS operations, reduction by grinding and ACI, haul to final disposal or beneficial re-use/recycling. Hazardous trees, limbs and stumps, FEMA PA program. |
| **2007** | **Tropical Storm Fay** | Project Manager; St Johns County, FL; ROW debris removal, TDMS operations, reduction by Air Curtain burn, haul to final disposal. |
| **2005** | **Oklahoma Ice Storm** | Project Manager; City of Savanna and City of Eufaula, OK; ROW and Parks disaster debris removal, TDMS operations, reduction, disposal in beneficial re-use or recycling; hazardous trees, limbs and stumps. Client support for Public Assistance reimbursement. |
| **2005** | **Hurricane Wilma** | FL Region 3 Incident Management Team Lead to support Lee County, FL EOC |
| **2004** | **Hurricane Katrina** | FL Region 3 EOC Incident Management Team Lead to support Harrison County, MS EOC |
| **2004** | **Hurricane Jeanne** | City of Jacksonville/Duval County Emergency Management Director; EOC Response; Administer FEMA-PA program for City; Coordinate IA Programs |

| | | |
|---|---|---|
| **2004** | **Hurricane Frances** | City of Jacksonville/Duval County Emergency Management Director; EOC Response; Administer FEMA Public Assistance program for City; Coordinate Individual Assistance programs |
| **2002** | **Hurricane Charley and Tropical Storm Bonnie** | City of Jacksonville/Duval County Emergency Management Director; EOC Response; Administer FEMA Public Assistance program for City; Coordinate Individual Assistance programs |
| **1999** | **Tornado** | Gordon County, Georgia. Director of Solid Waste. Provided oversite of contractor and debris management site including tracking all tickets through our office. |
| **1998** | **Hurricane Floyd** | City of Jacksonville/Duval County Emergency Management Director; EOC Response; Administer FEMA Public Assistance program for City; Coordinate Individual Assistance programs |
| **1996** | **Florida Extreme Fire Hazard** | City of Jacksonville/Duval County Emergency Management Director; EOC Response; Administer FEMA Public Assistance program for City; Coordinate Individual Assistance programs |
| **1996** | **Tornado** | Bartow County and Pickens County Georgia. Independent Contractor. Cut and removed trees and vegetative debris. |
| **1995** | **Severe Storms/Flooding** | City of Jacksonville/Duval County Emergency Management Director; EOC Response; Administer FEMA Public Assistance program for City; Coordinate Individual Assistance programs |
| **1995** | **Severe Storm, Flooding** | FL State EOC manager; Response programs; support FEMA Public Assistance programs |
| **1995** | **Hurricane Opal** | FL State EOC manager; Response programs; support FEMA Public Assistance programs |
| **1994** | **Hurricane Erin** | FL State EOC manager; Response programs; support FEMA Public Assistance programs |
| **1994** | **Tropical Storm Gordon, Heavy Rain, Tornadoes, Flooding** | FL State EOC manager; Response programs; support FEMA Public Assistance programs |
| **1993** | **Severe Storm, Flooding, Tropical Storm Alberto** | FL State EOC manager; Response programs; support FEMA Public Assistance programs |
| **1993** | **Storm of the Century** | NC State EOC manager; Response programs; support FEMA Public Assistance programs |
| **1992** | **Storm of the Century** | Blizzard, Gordon County, Georgia. Independent Contractor. Cleared roads, removed and hauled downed poultry houses, cut and removed trees and vegetative debris. |
| **1989** | **Hurricane Andrew** | FEMA Contractor: Manage a mutual aid Debris Clearance mission (over 200 pieces of heavy equipment moved by train) in Homestead and Florida City, Florida |
| **1989** | **Hurricane Hugo** | NC State Disaster Planner; Response programs; support PA programs; support Disaster Application Centers |

**EXPERIENCED ACROSS ALL DISASTER DEBRIS TYPES**



The **SDR-CDR** team has responded to every type of disaster throughout Florida and FEMA Region IV communities, including tornados, hurricanes, severe river and flash flooding, and winter storms. Our personnel have examined, sorted, loaded, and hauled all eligible debris types. We are experts in applicable FEMA and other state and federal funding and cleanup regulations.

## 2. ASSESSMENT OF PROPOSER'S ABILITIES

### a. Equipment Resources

**SDR-CDR**, including subcontractors, have more than enough appropriate equipment resources to support debris removal operations for the City. Using our own people, equipment, and financial resources, the **SDR-CDR** JV has the ability to meet the City's debris removal needs. **SDR-CDR's equipment fleet includes the following:**

| FIRST RESPONSE EQUIPMENT | STATUS | MISSION |
|---|---|---|
| Self-Loader Debris Truck, 150 CY (9 Trucks/Tandems) | Own | Load/Haul |
| Self-Loader Debris Truck, 65 CY | Own | Load/Haul |
| Dump Truck, 35 CY | Own | Haul |
| Bucket Trucks (2 Trucks) | Own | Hazardous Trees |
| Walking Floor, 110 CY | Own | Haul |
| Lowboy Trailer, 50 Ton | Own | Mobilization |
| Skid Steer Loaders (4 Loaders: 236, 242, 299D2, 299D3) | Own | Debris Clearing, Loading, Site Mgmt |
| Semi Tractor Trucks (3 Trucks) | Own | Haul |
| End Dump Trailers, 30 CY (7 Trucks) | Own | Haul |
| Belly Dump Trailer (2 Trucks) | Own | Haul |
| John Deere Tractor 85HP (Loader and all implements) | Own | Load |
| Cat Excavator 312 | Own | Debris Clearing, Loading, Site Mgmt |
| Cat Bulldozer D3K2LGP | Own | Site Mgmt |
| Wheel Loader WA3205 | Own | Debris Clearing, Loading, Site Mgmt |
| Command/Maintenance Center | Own | Logistics |
| Excavators, Wheel Loaders, Bull Dozers | Lease | Debris Clearing, Loading, Site Mgmt |
| Multiple Equipment Trailers (Goosenecks/Tags/Pindle Hitch) | Lease | Transport |
| Shallow Draft Barges | Lease | Waterway Debris |
| JON Boat (10, 14-17 ft) | Lease | Waterway Debris |
| Utility Boat (24 ft) | Lease | Waterway Debris |

We anticipate using four (4) primary subcontractors to augment our capacity by adding:

- 108 Double Self-Loading Trucks
- 31 Single Self-Loading Haul Trucks
- 38 Cut & Toss Crews
- 23 High-Capacity Tree Grinders
- 62 Mulch or C&D Haul Trucks
- 74 Bucket Trucks

Our Subcontracting Plan (Tab 5) further details our capacity to provide licensed demolition services, sand screening, waterway debris removal, derelict vessel removal, and hazardous materials response.

### b. Federal Cost Recovery for Eligible Debris Removal Work

## EXPERTS IN FEMA REGULATIONS, COMPLIANCE, AND FUNDING

SDR's operations are based on the Public Assistance Program as stipulated in the Stafford Act and clarified in 44 CFR, FEMA's Public Assistance Program and Policy Guide (PAPPG) and archived debris removal technical documents (FEMA's 325 Guide, the 9500 series), and various other FEMA publications related to disaster debris management.

We have found the best way to maximize your Federal reimbursement is to conduct and document our work in full compliance with our contract, FEMA's Public Assistance program, national safety standards, and state/federal environmental standards.

The City of Plantation will benefit from the Team's wide range of technical expertise when addressing issues that are a matter of interpretation by FEMA field representatives and administrators to help them receive their full eligible reimbursement.

**To date, all of SDR's clients have received their full eligible reimbursement from the FEMA Public Assistance Program.**

### Cost Reimbursement Experience You Can Depend On

Within weeks of Michael's landfall, CDR began providing Bay County with disaster recovery services. A total of 17 disaster recovery specialists were deployed to assist with response and recovery operations in the Bay County EOC.

Our team conducted damage assessments, coordinated federal assistance between the state and FEMA, reviewed contracts, tracked county expenses, and **assisted in the administration of FHWA funding.** We managed all aspects of recovery as they related to FEMA Category A and B funding. CDR's team assisted the county recoup $160M within the first 12 months of operations (a record in the state of Florida) including 100% of their Category A expenditures.

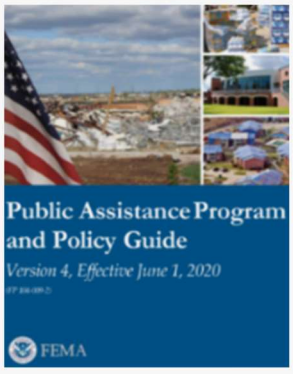

### c. Financial Stability

Delivering exceptional debris removal services – especially large efforts across cities, counties, and states – requires strong financial capabilities to get recovery efforts started as soon as possible and to ensure prompt payment to all project subconsultants, especially smaller and MBE/DBE firms.




Collectively, SDR and CDR have the capital resources to meet contractual obligations for short-term financial demands before payment is processed.

Both JV firms possess the necessary financial resources to meet contractual obligations. SDR currently maintains a bonding capacity of $50 million, with a line of credit of $100 million. CDR has a working capital of $100 million and a line of credit of $25 million, of which $25 million is available. Our combined financial strength provides the City with more than sufficient capacity to support this contract.

**SDR-CDR** understands that FEMA financial assistance will be used to fund all or a portion of the contract. With more than 200 years of combined staff experience applying FEMA funding to disaster recovery efforts, **SDR-CDR** will ensure the City's compliance with the FEMA-PA requirements, including compliance with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.

SDR's debris removal clients have never been denied FEMA reimbursement for non-compliance or poor performance.

### d. Other reasons

Other reasons how **SDR-CDR** is qualified to provide disaster debris removal services for the City of Plantation:

- Our team possesses over 30 years of experience providing debris management services.
- We have multiples offices in the state of Florida in proximity to the City.
- Over 240 projects successfully completed.
- Over 11M CY of debris removed and 35M CY of debris monitored.
- Our experienced personnel have performed debris removal services throughout the state of Florida.
- Our staff has current knowledge and first-hand experience with FEMA-PA Category A reimbursement process and FHWA funding.

## 3. REFERENCES

In the past 12 years, we have provided debris removal services for over 100 clients. Below are brief descriptions of contact information, types of work we have performed, and the amounts of debris

removed. This is followed by a comprehensive list of our client contacts. We also have included reference letters from some of our clients in Florida and nearby who took time to recognize our efforts in assisting their communities following a severe weather event.

**Mr. Ralph Smith,** Emergency Management Director | Gilchrist County, Florida | 386-935-5400 rsmith@gcfr.org | Contract Period: September 1, 2023, to November 15, 2023

Disaster Type: Hurricane Idalia | SOW: Woody/Vegetative, C&D, HHW, White Goods, Hangers, Leaners, & Stumps, TDMS Operations | Quality: Met all contract terms for quality delivery. Schedule: Met all schedule deadlines. | Availability: Onsite within 24 hours.

Compliance: Complied with all applicable federal, state, and local regulations, with no environmental citations or safety incidents.

**Gilchrist County Emergency Management**
**3250 North U.S. Highway 129**
**Bell, Florida 32619**
**(386) 935-5400 (386) 935-0294 Fax**
**rsmith@gcfr.org**
**Ralph Smith, Director of Emergency Management**

Al McClaran, CEO
SDR
319 Garlington Road
Greenville, SC 29615

Regarding: Reference Letter
Dear Mr. McClaran,

Southern Disaster Recovery LLC (SDR) has been under contract with Gilchrist County as a "pre-event" for disaster debris removal services for just over three (3) years. As a matter of increasing the County's readiness for major disaster, the County issued an RFP for disaster debris removal services and SDR was selected as a service provider to Gilchrist County

During that period, SDR has been a great partner with the County by conducting pre-planning with us and participating in any disaster debris removal training or briefings we conducted.

Gilchrist County recently impacted by Hurricane Idalia in the 2023 hurricane season. Hurricane Idalia made landfall as a Category 3 hurricane; first Major hurricane on record to make landfall in this portion of Big Bend Florida. The consequences of Hurricane Idalia caused extensive tree/structure damage in our County.

SDR was very responsive to our needs in Gilchrist County; making contact to check on our status and determine any needs for road opening support. Your team stayed in contact with us which allowed Gilchrist County to get started on disaster debris removal weeks prior to our neighboring counties. The contribution to our overall disaster recovery and the community perception of our recovery was tremendous.
Thank you for the work and the partnership that your team makes with our community.
Best regards,

*Ralph Smith*
Emergency Management Director
Gilchrist County Public Safety
3250 N. U. S. Highway 129
Bell, Florida 32619
Office: 386-935-5400
Cell: 352-317-1076
FAX: 386-935-0294
rsmith@gilchrist.fl.us

**Mr. Tom Nicholls,** Public Works Director | City of Gulfport (Pinellas County), FL | 727-893-1000

Contract Period: September 1, 2023, to November 15, 2023

Disaster Type: Hurricane Ian | SOW: Woody/Vegetative, C&D, HHW, White Goods, Hangers, Leaners, & Stumps, TDMS Operations | Quality: Met all contract terms for quality delivery. Schedule: Met all schedule deadlines. | Availability: Onsite within 24 hours.

Compliance: Complied with all applicable federal, state, and local regulations, with no environmental citations or safety incidents.

**CITY OF GULFPORT, FLORIDA**
*Gateway to the Gulf*
WWW.MYGULFPORT.US

June 7, 2023

Mr. Dimetris Pressley
Southern Disaster Recovery, LLC
109 White Oak Rd
Greenville, SC 29609

I want to convey my sincere gratitude to SDR for their exceptional efforts in the cleanup of Gulfport, post-Hurricane Ian. Thank you for deploying trucks to this area quickly. Your diligent and efficient work resulted in the successful removal of 7200 cubic yards of storm debris, which undoubtedly helped restore the city to its previous state. You and your staff's dedication and hard work are truly commendable, and they have undoubtedly made a significant difference in bringing Gulfport back to normal operations.

It gives me great pleasure to express my utmost satisfaction with the exceptional service provided by SDR. Please allow this letter to serve as a formal recommendation to other potential SDR customers.

Sincerely,

Tom Nicholls
City of Gulfport Public Works Director

2401 53rd Street South · Gulfport Florida 33707-5161
(727) 893-1000 · FAX (727) 893-1005
www.mygulfport.us

**Ms. Jessica McKinney,** County Administrator | Brooks County, GA | 229-263-5561
jmckinney@brookscountyga.gov | Contract Period: September 1, 2023 - November 15, 2023
Disaster Type: Hurricane Idalia | SOW: Woody/Vegetative, C&D, HHW, White Goods, Leaners, Hangers, Stumps, and TMDS Operations. | Quality: Met all contract terms for quality delivery. Schedule: Met all schedule deadlines. | Availability: On site within 24 hours.
Compliance: Compliance with all applicable Federal, State, and local regulations, with no environmental citations or safety incidents.

January 5, 2024

Al McClaran, CEO, SDR
319 Garlington Road
Greenville, SC 29615
Regarding: Reference Letter

Dear Mr. McClaran,

Hurricane Idalia was a Category 3 hurricane at landfall in Big Bend Florida and was still a Category 1 hurricane as it impacted our community. It was reported that portions of Brooks County experienced some of the worst Hurricane Idalia storm damage in Georgia.

The SDR team was very responsive to our needs up to and following the hurricane's passage. It was clear that your team is very storm experienced and without hesitation or doubt, knew the right thing to do, not just at the right time, but for the entire time.

With such a significant impact on Brooks County, we knew we needed to get roads opened and get the community's recovery started quickly. Our Road Department was broken with more than 85% of its positions vacant with stressed and limited resources. We also knew we needed to anticipate and adhere to all possible State and Federal grant funding requirements that might subsequently come our way as we are a small community with limited revenue streams primarily funded on taxpayers' dollars and a well-guarded reserve.

Your team provided expert advice and support all along the way to ensure we were accomplishing our goals of rapid recovery and balancing post-disaster grant funding requirements.

SDR responded rapidly with equipment and personnel to establish a debris removal operations plan, Temporary Debris Management Sites, and immediately began eliminating hazards in the community. We are very appreciative of the experience of SDR's Project Manager Sonny Sims and SDR's Quality Assurance Director John Ward throughout the debris removal process and the benefit to Brooks County. The team worked with precision, continuity, consistency and maintained fiduciary accountability and responsibility through the entire process.

Thank you for the work and the partnership that your team accomplished with our community during the debris removal process. SDR helped Brooks County accomplish a recovery with unprecedented swiftness that left an impressive impression on our citizens as well as our neighboring counties.

Best regards,

Jessica McKinney
County Administrator
Brooks County, Georgia

**Ms. Sandra Riffle, CMC, CBTO,** City Clerk | City of Edgewood (Orange County), FL | 407-851-2920 | sriffle@edgewood-fl.gov | Contract Period: October 1, 2022 - November 15, 2022
Disaster Type: Hurricane Ian and Nicole | SOW: Woody/Vegetative, C&D, HHW, White Goods, Hangers, Leaners, & Stumps, TDMS Operations | Quality: Met all contract terms for quality delivery. Schedule: Met all schedule deadlines. | Availability: Onsite within 24 hours.
Compliance: Complied with all applicable federal, state, and local regulations, with no environmental citations or safety incidents.

CITY OF EDGEWOOD
FOUNDED 1924

June 8, 2023

Demetris Pressley
Southern Disaster Recovery, LLC
109 White Oak Road
Greenville, SC 29609

Re: Southern Disaster Recovery (SDR) response to Hurricanes Ian and Nicole

Dear Mr. Pressley,

As the City of Edgewood nears completion with FEMA regarding the 2023 Hurricanes Ian and Nicole, I wanted to take a moment to thank you for your excellent service during the whole process. I just began my tenure as a City Clerk and the City had no Police Chief at the time of the events. Your team led us through the process very effectively and efficiently as we all learned the ropes. I believe that we were the first city in Orange County to have debris removed from all roads and City property.

SDR also worked very effectively with all teams including CMTS and the City's maintenance company. Sometimes during these events teams are stretched thin but we never lacked resources and were always given prompt responses to our needs and questions. For all of that, we are thankful.

Sometimes during these weather events teams are stretched thin, but we never had to wait for a response. We understand that this election to be excluded will be effective for the entire three-year period (Federal FY 2024-2025) for which Orange County qualifies. As you know, we are pleased to renew our contract with SDR, and while we hope that there will be no cause to use your services this hurricane season, we know that if we do, all will be well.

Please allow this letter to serve as a formal recommendation of SDR to prospective clients. I am available for any conversation from them if ever needed.

Sincerely,

Sandra Riffle, CMC, CBTO
City Clerk Corey Phillips <dcconstruction.orlfl@gmail.com>

# Past Project References

| Project | Date | Total CY/ Tons | Total Dollar Amount | Contact | Brief Description |
|---|---|---|---|---|---|
| REFERENCE | | | | | |
| 2023 HURRICANE IAN PRIVATE PROPERTY DEBRIS REMOVAL (PPDR), FL Division of Emergency Management, FL | 11/03/2022 to 11/3/2023 | 47,414 | $5,968,692.00 | Name: Kevin Guthrie<br>Title: Executive Director<br>Phone: 850-298-8250<br>Email: kevin.guthrie@em.myflorida.com<br>Address: 2555 Shumard Oak Blvd. Tallahassee, Florida 32399 | FEMA funding PPDR; TDMS; Titled Property Staging area; multiple waste streams |
| REFERENCE | | | | | |
| 2023 HURRICANE IDALIA Brooks County, GA | 09/01/2023 to 11/15/2023 | 149,640 | $3,656,735.00 | Name: Jessica J. McKinney<br>Title: County Administration<br>Phone: 229-560-2967<br>Email: jmckinney@brookscountyga.gov<br>Address: 610 S Highland Rd, Quitman, GA 31643 | Woody/Veg, C&D, HHW, White Goods Debris Removal Dangerous Leaners/Hangers/ Stump TDMS Operations |
| REFERENCE | | | | | |
| 2023 HURRICANE IDALIA Gilchrist County, FL | 09/01/2023 to 11/15/2023 | 36,923 | $839,170.00 | Name: Ralph Smith<br>Title: Emergency Management Director<br>Phone: 386-935-5400<br>Email: rsmith@gilchrist.fl.us<br>Address: 3250 N.U.S. Highway 129 Bell, FL 32619 | Woody/Veg, C&D, HHW, White Goods Debris Removal Dangerous Leaners/Hangers/Stumps TDMS Operations |
| REFERENCE | | | | | |
| 2023 GA Tornados/Debris Removal Services; City of Griffin, GA | 01/18/2023 to 9/21/2023 | 303,877 | $5,026,760.00 | Name: Mariza Eller<br>Title: Director of Public Works<br>Phone: 770-229-6603<br>Email: meller@cityofgriffin.com<br>Address: 100 South Hill Street, Griffin, GA 30223 | Debris Collection / Removal Debris Management FEMA Reimbursement |
| REFERENCE | | | | | |
| 2023 GA Tornados/Debris Removal Services; Spalding County, GA | 01/19/2023 to 08/01/2023 | 487,913 | $6,588,294.00 | Name: Glenn Polk<br>Title: Emergency Management Director<br>Phone: 770-228-2129<br>Email: gpolk@spaldingcounty.com<br>Address: 1005 Memorial Drive, Griffin, GA 30223 | Debris Collection / Removal Debris Management FEMA Reimbursement |
| REFERENCE | | | | | |
| 2023 GA Tornados/Debris Removal Services; Butts Co, GA | 01/21/2023 to 04/11/2023 | 127,737 | $3,002,291.00 | Name: Brad Johnson<br>Title: County Manager<br>Phone: 770-775-8200<br>Email: bjohnson@buttscounty.org<br>Address: 625 West 3rd Street, Jackson, GA 30233 | Debris Collection / Removal Debris Management FEMA Reimbursement |
| REFERENCE | | | | | |
| 2021 Tropical Storm Fred/ Flash Flooding; ROW and Emergency Waterway Debris Removal Haywood Co. NC | 08/27/2021 to 4/1/2022 | 78,540 | $1.8 million | Name: Kris Boyd<br>Title: Deputy County Manager<br>Phone: 828-507-9081<br>Email: kris.boyd@haywoodcountync.gov<br>Address: 285 N. Main Street, Waynesville, NC 28786 | FEMA PA Funded ROW & Emerg. Waterway Debris Removal |

# Past Project References

| Project | Date | Total CY/ Tons | Total Dollar Amount | Contact | Brief Description |
|---|---|---|---|---|---|
| REFERENCE | | | | | |
| 2021 Tropical Storm Fred/ Flash Flooding; Emergency Waterway Debris Removal Buncombe Co. NC | 09/12/2021 to 11/15/2021 | 5,095 | $231,454.00 | Name: Dane Pederson<br>Title: Solid Waste Director<br>Phone: 828-250-5460<br>Email: dane.pederson@buncombecounty.org<br>Address: 281 Panther Branch Road, Alexander, NC 28701 | FEMA PA Funded Emerg. Waterway Debris Removal |
| REFERENCE | | | | | |
| 2021 Creek / Stream Debris Oconee Co. SC | 4/22/2021 to 6/19/2021 | 62,000 | $1,575,300.00 | Name: Scott Krein<br>Title: Emergency Management Director<br>Phone: 864-638-4200<br>Email: skrein@oconeesc.com<br>Address: 300 South Church Street Walhalla, SC 29691 | Creek/Stream Debris Removal |
| REFERENCE | | | | | |
| 2021 Winter Storm Uri Carter Co. KY | 3/4/2021 to 8/17/2021 | 135,000 | $4,272,400.00 | Name: Mike Malone<br>Title: Judge/Executive<br>Phone: 606-474-5366<br>Email: cartercountyky@gmail.com<br>Address: 300 W Main St STE 227, Grayson, KY 41143 | Debris Collection / Removal<br>Debris Management<br>FEMA Reimbursement |
| REFERENCE | | | | | |
| 2021 Georgia Tornadoes City of Newnan, GA | 3/29/2021 to 8/6/2021 | 388,000 | $5,481,300.00 | Name: Ray Norton<br>Title: Public Works Director<br>Phone: 404-606-9140<br>Email: rnorton@cityofnewnan.org<br>Address: 25 Lagrange St. Newnan, GA 30263 | Woody/VEG; C&D; HHW White Goods Debris Removal Dangerous Leaners/Hangers/Stumps TDMS Operations |
| REFERENCE | | | | | |
| 2020 SC TORNADO Oconee Co. SC | 4/21/2020 to 6/20/ 2020 | 501,504 | $2,748,000.00 | Name: Jeffrey Terry<br>Title: P.E. SCDOT<br>Phone: 803-737-1291<br>Email: terryjs@scdot.org<br>Address: 955 Park St. Columbia, SC 29202 | Debris Collection / Removal<br>Debris Management<br>FEMA Reimbursement |
| REFERENCE | | | | | |
| 2020 Hurricane Zeta White Co, GA | Nov 2020 to Dec 2020 | 6,200 | $107,500.00 | Name: David Murphy<br>Title: EM Director<br>Phone: 706-864-9500<br>Email: dmurphy@whitecounty.net<br>Address: 1241 Helen Hwy Ste 100, Cleveland, GA 30528 | Vegetative and C&D Debris Removal |
| REFERENCE | | | | | |
| 2019 Hurricane Dorian Dare County, NC | 9/30/2019 to 1/23/2020 | 111,000 | $ 2.05 million | Name: Shanna T. Fullmer<br>Title:Public Works Director<br>Phone: 252-475-5844<br>Email: shanna@darenc.com<br>Address: 1018 Driftwood Dr. Manteo, NC 27954 | Vegetative and C&D Debris Removal |

# Past Project References

| Project | Date | Total CY/ Tons | Total Dollar Amount | Contact | Brief Description |
|---|---|---|---|---|---|
| REFERENCE | | | | | |
| 2019 Hurricane Dorian Tyrrell County, NC | 10/10/2019 to 12/5/2019 | 36,070 | $648,000.00 | Name: David Clegg<br>Title: County Manager<br>Phone: 252-796-1371 Fax: 252-796-1188<br>Email: dclegg@tyrrellcounty.net<br>Address: 108 S Water Street, Columbia NC 27925 | Vegetative and C&D Debris Removal |
| REFERENCE | | | | | |
| 2019 Hurricane Michael Mitchell Co. GA | 3/21/2019 to 4/30/2019 | 43,600 | $536,000.00 | Name: Clark Harrell<br>Title:County Administrator<br>Phone: 229-276-2672<br>Email: charrell@crispcounty.com<br>Address: 210 S 7th St., Cordele, GA 31015 | Debris & Tree Removal<br>Flood Abatement<br>Environmental Constraints |
| REFERENCE | | | | | |
| Brevard Beach Berm Restoration | 12/4/2017 to 5/30/2018 | 235,000 | $ 7.6 million | Name: Mike McGarry<br>Title: Beaches, Boating & Waterways Program Mana<br>Phone: 321-537-1779<br>Email: mcgarry@brevardfl.com<br>Address: 2725 Judge Fran Jamieson Way Building A, ROOM 219 Viera, FL 32940 | Placed Beach Quality Sand to Restore over 22 miles of Beach |
| REFERENCE | | | | | |
| 2018 Hurricane Florence North Carolina DOT Pamlico Co.&Craven Counties | 9/30/2018 to 01/23/2019 | 150,900 | $ 4.3 million | Name: Jeremy Stroud<br>Title: Division 2 Maintenance Engineer<br>Phone: 252-775-6100<br>Email: jdstroud@ncdot.gov<br>Address: 105 Pactolus Hwy (NC 33) Greenville, NC 27835 | Vegetative and C&D Debris Removal |
| REFERENCE | | | | | |
| 2017 Hurricane Irma Macon-Bibb, GA | 10/12/2017 to 02/23/2018 | 97,400 | $ 1.9 million | Name: Spencer Hawkins<br>Title: EM Director<br>Phone: 478-832-6301<br>Email: shawkins@maconbibb.us<br>Address: 700 Poplar St. Macon, GA 31201 | Vegetative and C&D Debris Removal |
| REFERENCE | | | | | |
| 2016 Hurricane Matthew South Carolina DOT 4 Counties | 10/15/2016 to 03/28/2017 | 642,000 | $ 9.5 million | Name: Jeffrey Terry<br>Title: P.E. SCDOT<br>Phone: 803-737-1291<br>Email: terryjs@scdot.org<br>Address: 955 Park St. Columbia, SC 29202 | Vegetative and C&D Debris Removal |
| REFERENCE | | | | | |
| 2014 Ice Storm Aiken County, SC Aiken, SC - Roads | 02/13/2014 to 08/8/2014 | 1,433,000 | $29.8 million | Name: Paul Matthews<br>Title: EMA Director<br>Phone: 803-642-2561<br>Email: pmatthews@aikencountysc.gov<br>Address: 1930 University PKW Suite 3000 Aiken, SC 29801 | Vegetative and C&D Debris Removal |

# Past Project References

| Project | Date | Total CY/ Tons | Total Dollar Amount | Contact | Brief Description |
|---|---|---|---|---|---|
| REFERENCE | | | | | |
| 2014 Ice Storm<br>Barnwell County, SC<br>SC DOT- Barnwell Co. | 02/13/2014<br>to<br>07/20/2014 | 1,000,000 | $11.5 million | Name: Roger Riley<br>Title: Director of Emergency Management<br>Phone: 803-541-1001<br>Email: rriley@barnwellsc.com<br>Address: 57 Wall St. Barnwell, SC 29812 | Vegetative and C&D Debris Removal |
| REFERENCE | | | | | |
| Aiken Co. Facilities, School District, Public Service Authority, Horse Creek water Trail. | 02/13/2014<br>to<br>08/8/2014 | 500,000 | $6 million | Name: Paul Matthews<br>Title: EMA Director<br>Phone: 803-642-2561<br>Email: pmatthews@aikencountysc.gov<br>Address: 1930 University PKW Suite 3000 Aiken, SC 29801 | Removed and Processed Debris |

*[The remainder of this page is left intentionally blank.]*

# SECTION 4 – KEY STAFF EXPERIENCE AND QUALIFICATIONS

## 1. REQUIRED QUALIFICATIONS

Our Executive Leadership, Support and Project team members have all required certifications and training required to perform the requested services for the City, as shown in the table below.

| Key Staff Certifications | |
|---|---|
| • USACE Contractor Quality Control | • First Aid and CPR Instructor |
| • ISA Certified Arborist | • OSHA 8-Hour |
| • ISA Utility Specialist | • OSHA 30-Hour |
| • ISA Tree Risk Assessment Qualified | • OSHA Outreach Instructor HAZWOPR |
| • TCIA Certified Tree care Safety Professional | • AASHTO Maintenance of Traffic |
| • NATS Technical Tree Removal Instructor | • Professional Engineers (P.E.) |
| • NPDES Stormwater Compliance | • Certified Public Accountant (C.P.A.) |

| Key Staff Achievements | |
|---|---|
| • IAEM Certified Emergency Manager | • FEPA Member and Association Officer |
| • Florida's Emergency Manager of the Year | • Florida APWA Award Winner – Disaster Recovery |
| • North Carolina Executive Emergency Manager | • North Carolina Order of the Long Leaf Pine |

**Detailed credentials and qualifications can be found in Attachment 1 Key Personnel Resumes.**

## 2. KEY PERSONNEL

### a. Executive Team

Our Executive Leadership team is comprised of Al McClaran and Carlos Duart. Al is the CEO of Southern Disaster Recovery, LLC, and serves as the SDR CDR Joint Venture Managing Partner. Carlos serves as the President and CEO of CDR Companies and will provide senior executive support. Chip Patterson, SDR's Incident Executive, and Jared George, CDR's Debris Management Subject Matter Expert, will serve as the Executive Support team. Collectively, the Team will provide strategic direction and oversee the operation of services provided to the City. They will be responsible for setting goals and objectives and ensuring the joint venture is on track to meet its mission when called upon by the City to assist with disaster recovery services. They will serve as influencers for our key personnel and response team, setting the tone for its culture, values, and priorities, and will be actively engaged in ensuring contract compliance and quality control.

A brief bio for each Executive Team Member can be found on the following page.

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## AL MCLAREN
**SDR-CDR JV**
**Managing Partner**

CEO and founder of Southern Disaster Recovery, Al is responsible for the day-to-day operations of SDR. He is knowledgeable in all aspects of FEMA criteria for debris recovery operations. He works closely with local and state emergency management agencies and other government agencies pre- and post-landfall to ensure debris removal services are timely met. Prior to an event, he will assist clients with readiness planning and preparation, including developing debris management plans and training government personnel in debris recovery operations. Post disaster, he coordinates all aspects of the recovery, including documentation to ensure eligible work is fully funded. He has overseen debris removal operations in over 100 projects involving hurricanes, tornados, floods, wildfires, and winter storms.



## CARLOS DUART
**SDR-CDR JV**
**Executive Support**

As President and CEO of CDR Companies, Carlos oversees the provision of emergency management, engineering, and financial management consulting services, along with healthcare and lab services, to communities across the country. His 31+ years in emergency management consultation began with Hurricane Andrew in 1992. Since then, he has served in numerous management and technical positions overseeing CDR's response to 67 major disasters, including being actual hands-on in over 25 disasters, overseeing 40+ million cubic yards of debris removal and billions of dollars in damages and recovery. He will be available to provide whatever services the City may need in accordance with this solicitation.



## CHIP PATTERSON
**Incident Executive**

Chip possesses over 30 years of experience in emergency management. Before joining SDR, he served as the Chief of Operations for Florida and North Carolina Division of Emergency Management. He organized and managed the mobilization and distribution of disaster resources to support some of the largest natural disasters in the nation during the 90s. As Incident Executive, Chip will work closely with the project manager to ensure success of the debris removal operation. He will provide guidance, support, and resources to the team and monitor and evaluate the overall performance of the project to ensure a successful outcome for the City. He may also be involved in setting project priorities, resolving conflicts, and making key decisions to assist the project manager. Overall, he will play a crucial role in driving project success and ensuring alignment with the City's recovery goals and objectives.



## JARED GEORGE
**Federal Cost Recovery**
**Subject Matter Expert**

Jared has managed disaster recovery projects funded by FEMA, FHWA, and NRCS in the states of Alabama, Arkansas, Colorado, Florida, Georgia, Kentucky, Louisiana, New York, Oklahoma, Oregon, Rhode Island, and Texas. He has mobilized in support of debris removal, response, and recovery operations in over two dozen presidential disaster declarations. He is a recognized expert managing FEMA-PA and FHWA-ER reimbursement documentation, as well as public-sector finances and overseeing accounting projects for governmental agencies. As a Federal Disaster Cost Recovery Subject Matter Expert, his exceptional experience and strong analytical, financial, planning, and organization skills have proven a perfect mix for successful navigation of federal and state funded debris removal and recovery programs.

### b. Other Key Personnel

Our key personnel offer proven experience ensuring compliance with FEMA and FHWA reimbursement requirements and local and state regulations. Our experience and relationships in the state of Florida and FEMA Region IV act as "force multipliers" that foster clear and effective communication that leads to greater effectiveness when responding to disasters and seeking reimbursement of costs associated with debris removal operations.

The following synopsis provides an overview of the senior staff and key team members we propose for this solicitation.

**John "Sonny" Sims – Project Manager**

Sonny has been serving on debris removal projects since 2002. As a senior project manager, he leads all daily operations, managing and evaluating workflow and productivity. He is an ISA certified Arborist and has completed over 89 disaster debris removal projects spanning 20 plus years. He will be responsible for planning, executing, and overseeing the project from start to finish. He will be in charge of coordinating resources, timelines, and tasks to ensure the project is completed on time and within budget. He will communicate with stakeholders, team members, and other key individuals to keep everyone informed and aligned on project goals and progress. As project manager, he will be responsible for managing risks, solving problems, and making decisions that keep the project on track. Overall, he will play a critical role in ensuring successful project delivery and achieving the City's debris removal objectives.

**Roger Dail – Operations Manager**

Roger is an experienced emergency services director with a successful track record of overseeing a progressive program using strong leadership and relationship-building skills for 30 plus years. He will be responsible for supporting the project manager and overseeing and managing the day-to-day operations of debris removal teams. He will be in charge of planning, organizing, and coordinating various activities of land and waterway debris removal and disposal. Additional responsibilities will include managing staff, setting, and monitoring performance goals, implementing policies and procedures, and identifying opportunities for improvement.

**John Ward – Safety Officer and QA/QC Officer**

Before joining **SDR-CDR**, John served as the director of emergency management for Clay County, Florida. He understands the complexities recovery operations, especially with regard to debris removal. As Safety Officer, he will enforce safety procedures and policies and other point out issues and report them. He will also conduct inspections and audits that identify possible hazards and observe workers to make sure they are in line with safety requirements. If an accident occurs, he will investigate the incident and file a report. Other duties will include holder safety briefings and training employees on best practices, company protocols, and applicable safety standards. As QA/QC Officer, he will establish, coordinate, and monitor all work and ensure debris removal and disposal activities, including documentation, meets all the state and federal requirements for debris removal and disposal.

# MEET YOUR DEBRIS REMOVAL PROJECT MANAGER

## Sonny Sims



"With over more 20 years' experience working on disaster debris removal projects, I know firsthand the devastating impacts a major storm event can have on communities and people's lives. While I sincerely hope the City of Plantation is spared from disasters, should the need arise, I am committed to being on the ground from start to finish, putting my FEMA debris experience to work for your recovery benefit. I have been a senior field manager for numerous major debris removal operations and my number one priority is the satisfaction of our client. During any deployment you will be able to reach me around the clock. I look forward to working with your staff."

*Sonny*

### QUALIFIED

**20 plus years of debris removal experience in FEMA Region IV states, including Florida.**

### EXPERIENCED

**Completed 89 disaster debris removal projects including projects in Florida following Hurricanes Idalia, Ian, Irma, Wilma, Rita, Katrina, Frances, and Charley.**

### CREDENTIALED

**ISA Certified Arborist**

**Landfills and Land Application Sites Certified**

**ASHTO Maintenance of Traffic for Supervisors**

**OSHA 40-hour HAZWOPER Certification**

**FEMA IS-100.PWc, 253.a, 632.a, and 633**

**Jon Jezowski – Finance Officer**

Jon has been a financial administrator for the past 28 years. As Finance Officer, he will be responsible for overseeing contract compliance and documenting eligible work and costs. This includes managing payroll records of full-time and temporary employees, records of equipment used in debris removal operations, invoices of rental equipment, documentation of debris removal and disposal, etc. He will put into place adequate controls to ensure contract terms are met and that proper documentation is collected and complied with for payment purposes. He will ensure that documentation will correspond with the invoiced costs and line-item prices of the debris removal contract. Lastly, he will generate reports and promote quality assurance, providing the City with a consistent accounting of operations, issues, and costs in the field.

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## SECTION 5 - LITIGATION AND TERMINATIONS

SDR CDR Disaster Recovery, LLC have had no litigation filed against the company or any of it's officers. A dditionally, w e h ave h ad n o c riminal v iolations a nd/or c onvictions, a nd n o c ontracts terminated for default, non-performance or delay.

# SECTION 6 – COST DETAIL

Cost details are provided on the following pages.

# REVISED BID/PROPOSAL FORM NO.2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* SDR CDR Disaster Recovery, LLC

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost | Extended Cost |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | $55.00 | $7,700.00 |
| Crash Truck w/Impact Attenuator | 70 | HRS | $50.00 | $3,500.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | $55.00 | $3,850.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | $60.00 | $4,200.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | $60.00 | $4,200.00 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | $60.00 | $4,200.00 |
| Dump Truck, 16 +/- CY | 70 | HRS | $25.00 | $1,750.00 |
| Dump Truck, 20 +/- CY | 70 | HRS | $30.00 | $2,100.00 |
| Dump Truck, 38 +/- CY | 70 | HRS | $30.00 | $2,100.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | $35.00 | $2,450.00 |
| Generator, 200 kW, List kW Capacity | 70 | HRS | $40.00 | $2,800.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | $720.00 | $50,400.00 |
| Light Plant with Fuel and Support | 140 | HRS | $45.00 | $6,300.00 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | $75.00 | $5,250.00 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | $75.00 | $5,250.00 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | $75.00 | $5,250.00 |
| Kunckleboom Loader | 140 | HRS | $230.00 | $32,200.00 |
| Lowboy Trailer w/ Tractor | 70 | HRS | $75.00 | $5,250.00 |
| Mobil Crane up to 15 Ton | 70 | HRS | $55.00 | $3,850.00 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $30.00 | $2,100.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $35.00 | $2,450.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $55.00 | $3,850.00 |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | $30.00 | $2,100.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $50.00 | $3,500.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $55.00 | $3,850.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $45.00 | $3,150.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $55.00 | $3,850.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | $75.00 | $10,500.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | $65.00 | $4,550.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | $65.00 | $4,550.00 |
| Truck, Flatbed | 70 | HRS | $35.00 | $2,450.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | $25.00 | $3,500.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | $25.00 | $3,500.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | $40.00 | $2,800.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | $40.00 | $2,800.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | $50.00 | $3,500.00 |
| **Equipment with Operator Extended Price:** | | | | $215,600.00 |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | $35.00 | $2,450.00 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | $35.00 | $2,450.00 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | $90.00 | $12,600.00 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | $35.00 | $4,900.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | $30.00 | $4,200.00 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | $75.00 | $5,250.00 |
| **Schedule 1 Extended Price:** | | | | $31,850.00 |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | $354.00 | $28,320.00 |
| **Crew Category Extended Price:** | | | | $28,320.00 |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | $18.00 | $36,000.00 |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | $8.90 | $890,000.00 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | $8.90 | $890,000.00 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | $9.25 | $925,000.00 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | $36.00 | $3,600,000.00 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | $4.95 | $990,000.00 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | $4.25 | $425,250.00 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | $5.95 | $339,150.00 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | $7.55 | $430,350.00 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | $7.55 | $430,350.00 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | $120.00 | $14,400.00 |
| 13 inch to 24.99 inch diameter | 70 | EACH | $235.00 | $16,450.00 |
| 25 inch to 36.99 inch diameter | 10 | EACH | $340.00 | $3,400.00 |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | $490.00 | $4,900.00 |
| 49 inch and larger diameter | 5 | EACH | $580.00 | $2,900.00 |
| Hanger Removal (per Tree) | 1900 | TREE | $75.00 | $142,500.00 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | $125.00 | $2,500.00 |
| 37 inch to 48.99 inch diameter | 15 | EACH | $325.00 | $4,875.00 |
| 49 inch and larger diameter | 1 | EACH | $550.00 | $550.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | $75.00 | $1,500.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | $75.00 | $1,500.00 |
| **Schedule 2 Extended Price:** | | | | $8,968,575.00 |
| | | | | |
| **GRAND TOTAL** | | | | $ 9,244,345.00 |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | $5.50 | $550.00 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | $25.00 | $1,250.00 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | $275.00 | $4,125.00 |
| Single Axle | 10 | EACH | $275.00 | $2,750.00 |
| Double Axle | 10 | EACH | $375.00 | $3,750.00 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | $2.50 | $25.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
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| | | | | |

# APPENDIX

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

(Authorized Signature in Ink or Electronic)

Al McClaran
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Managing Partner
(Printed Title of Above Signer)

December 9, 2024
(Date Signed)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2024, by Al McClaran, as Managing Partner for SDR CDR Disaster Recovery, LLC, who is personally known to me ~~or who has produced ---------- as identification~~.

Notary Public Signature: Judith L Ivester State of Florida at Large (Seal)

Print Name: JUDITH L. IVESTER My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

**END OF SECTION**

JUDITH L. IVESTER
Commission # HH 327471
Expires October 30, 2026

# REVISED BID/PROPOSAL FORM NO.2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* SDR CDR Disaster Recovery, LLC

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost | Extended Cost |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | $55.00 | $7,700.00 |
| Crash Truck w/Impact Attenuator | 70 | HRS | $50.00 | $3,500.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | $55.00 | $3,850.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | $60.00 | $4,200.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | $60.00 | $4,200.00 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | $60.00 | $4,200.00 |
| Dump Truck, 16 +/- CY | 70 | HRS | $25.00 | $1,750.00 |
| Dump Truck, 20 +/- CY | 70 | HRS | $30.00 | $2,100.00 |
| Dump Truck, 38 +/- CY | 70 | HRS | $30.00 | $2,100.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | $35.00 | $2,450.00 |
| Generator, 200 kW, List kW Capacity | 70 | HRS | $40.00 | $2,800.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | $720.00 | $50,400.00 |
| Light Plant with Fuel and Support | 140 | HRS | $45.00 | $6,300.00 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | $75.00 | $5,250.00 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | $75.00 | $5,250.00 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | $75.00 | $5,250.00 |
| Kunckleboom Loader | 140 | HRS | $230.00 | $32,200.00 |
| Lowboy Trailer w/ Tractor | 70 | HRS | $75.00 | $5,250.00 |
| Mobil Crane up to 15 Ton | 70 | HRS | $55.00 | $3,850.00 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $30.00 | $2,100.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $35.00 | $2,450.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $55.00 | $3,850.00 |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | $30.00 | $2,100.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $50.00 | $3,500.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $55.00 | $3,850.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $45.00 | $3,150.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $55.00 | $3,850.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | $75.00 | $10,500.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | $65.00 | $4,550.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | $65.00 | $4,550.00 |
| Truck, Flatbed | 70 | HRS | $35.00 | $2,450.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | $25.00 | $3,500.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | $25.00 | $3,500.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | $40.00 | $2,800.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | $40.00 | $2,800.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | $50.00 | $3,500.00 |
| **Equipment with Operator Extended Price:** | | | | $215,600.00 |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | $35.00 | $2,450.00 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | $35.00 | $2,450.00 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | $90.00 | $12,600.00 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | $35.00 | $4,900.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | $30.00 | $4,200.00 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | $75.00 | $5,250.00 |
| **Schedule 1 Extended Price:** | | | | $31,850.00 |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | $354.00 | $28,320.00 |
| **Crew Category Extended Price:** | | | | $28,320.00 |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | $18.00 | $36,000.00 |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | $8.90 | $890,000.00 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | $8.90 | $890,000.00 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | $9.25 | $925,000.00 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | $36.00 | $3,600,000.00 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | $4.95 | $990,000.00 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | $4.25 | $425,250.00 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | $5.95 | $339,150.00 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | $7.55 | $430,350.00 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | $7.55 | $430,350.00 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | $120.00 | $14,400.00 |
| 13 inch to 24.99 inch diameter | 70 | EACH | $235.00 | $16,450.00 |
| 25 inch to 36.99 inch diameter | 10 | EACH | $340.00 | $3,400.00 |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | $490.00 | $4,900.00 |
| 49 inch and larger diameter | 5 | EACH | $580.00 | $2,900.00 |
| Hanger Removal (per Tree) | 1900 | TREE | $75.00 | $142,500.00 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | $125.00 | $2,500.00 |
| 37 inch to 48.99 inch diameter | 15 | EACH | $325.00 | $4,875.00 |
| 49 inch and larger diameter | 1 | EACH | $550.00 | $550.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | $75.00 | $1,500.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | $75.00 | $1,500.00 |
| **Schedule 2 Extended Price:** | | | | $8,968,575.00 |
| | | | | |
| **GRAND TOTAL** | | | $ 9,244,345.00 | |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | $5.50 | $550.00 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | $25.00 | $1,250.00 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | $275.00 | $4,125.00 |
| Single Axle | 10 | EACH | $275.00 | $2,750.00 |
| Double Axle | 10 | EACH | $375.00 | $3,750.00 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | $2.50 | $25.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
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# GUARANTEE OF PROPOSAL

Name of Company: SDR CDR DISASTER RECOVERY, LLC

Street Address: 313 NORTON DRIVE, SUITE 200

| TALLAHASSEE | FLORIDA | 32308 |
|---|---|---|
| City | State | Zip |

Mailing Address: SAME

Phone No.: 864-469-9776 Fax#: 786-235-8501

Email Address: POC@SDRCDRJV.COM

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): L24000245213

Federal Employer Identification Number (FEIN): 99-3643580

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Al McClaran
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Al McClaran, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 001-25.

Addenda Numbers Received:

1 - November 1, 2024

2 - November 22, 2024

3 - December 4, 2024

AUTHORIZED SIGNATURE: Al McClaran

PRINTED NAME OF ABOVE: Al McClaran

TITLE OF ABOVE: Managing Partner

COMPANY NAME: SDR CDR Disaster Recovery, LLC

# PROPOSER'S CERTIFICATION

## ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)

STATE OF FLORIDA )

SS

COUNTY OF LEON )

On this 9th day of December, 2024 , before me, the undersigned authority, personally appeared Al McClaran, to me known to be the individual described in and who executed the foregoing instrument as Managing Partner of SDR CDR Disaster Recovery, LLC a Limited Liability Company company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ (NOTARY SEAL)

JUDITH L. IVESTER
Commission # HH 327471
Expires October 30, 2026

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this _____, 20___.

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

NOT APPLICABLE - SDR CDR DISASTER RECOVERY, LLC IS A LIMITED LIABILITY COMPANY, NOT A CORPORATION.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* AL MCCLARAN am the *(title)* MANAGING PARTNER and the duly authorized representative of the firm of *(Firm Name)* SDR CDR DISASTER RECOVERY, LLC whose address is 313 NORTON DRIVE, STE. 200, TALLAHASSEE, FL 32308, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: N/A

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th *(date)* by Al McClaran *(name of officer or agent, title of officer or agent)*, of SDR CDR Disaster Recovery LLC *(name of corporation acknowledging)*, a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or who has produced ---------- *(type of identification)* as identification.

JUDITH L. IVESTER
Commission # HH 327471
Expires October 30, 2026

Judith L. Ivester
NOTARY PUBLIC

My Commission Expires: _____

FIRM PROFILE

1. Firm (or joint venture) Name & Address

SDR CDR DISASTER RECOVERY, LLC
313 NORTON DRIVE, SUITE 200
TALLAHASSEE, FL 32308

1a. Firm is __X__ National ____ Regional ____ Local

FEIN # 99-3643580

1b. Firm is a County Certified Small Business ____ Yes __X__ No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes __X__ No

1d. Firm is a Certified Minority Business _____ Yes __X__ No

1e. Licensed to do business in the State of Florida
__X__ Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

AL MCCLARAN
MANAGING PARTNER
864-561-7797

1g. Address of office to perform work, if different from Item 1

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

Technical - (Debris Haulers/Equipment Operators) 100
Financial - (FEMA Specialists) 10
Administrative - 2

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

SOUTHERN DISASTER RECOVERY, LLC - TECHNICAL, FINANCIAL, ADMINISTRATIVE - 50%
CDR ENTERPRISES - TECHNICAL, FINANCIAL, ADMINISTRATIVE - 50%

3a. Has this joint venture previously worked together? __X__ Yes ____ No

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:** SDR CDR DISASTER RECOVERY, LLC

1. PROJECT: Hurricane Helene Debris Removal DATE: 10/2024

   LOCATION: Temple Terrace, FL

OWNER REPRSENTATIVE: Name: Jason Warrenfeltz

Title: Temple Terrace Public Works Director

Email: publicworks@templeterrace.com

2. PROJECT: Hurricane Idalia Debris Removal DATE: 09/2023

   LOCATION: Gilchrist County, Florida

OWNER REPRSENTATIVE: Name: Ralph Smith

Title: Emergency Management Director

Email: rsmith@gilchrist.fl.us

3. PROJECT: FDEM - Hurricane Ian Debris Removal DATE: 11/2022

   LOCATION: SW Florida - Lee, Charlotte, Sarasota, Manatee, Collier, and DeSoto Counties

OWNER REPRSENTATIVE: Name: Stephanie Stackowicz - Houp

Title: Deputy Executive Director

Email: stephanie.houp@em.myflorida.com

Fill in Form

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 001-25.

2. This sworn statement is submitted by SDR CDR Disaster Recovery LLC (entity submitting sworn statement), whose business address is 313 Norton Dr., Tallahassee, FL 32308 and its Federal Employer Identification Number (FEIN) is 99-3643580. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Al McClaran (please print name of individual signing), and my relationship to the entity named above is Managing Partner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

*Fill in Form*

# PUBLIC ENTITY CRIMES

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

_____
(Signature)

December 9, 2024
(Date)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9th Day of December, 2024, by Al McClaran, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

JUDITH L. IVESTER
Commission # HH 327471
Expires October 30, 2026

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Judith L. Ivester
Notary Public, State at large
My Commission Expires: _____

*Fill in Form*

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Al McClaran
Printed Name

SDR CDR Disaster Recovery, LLC
Bidder Name

December 9, 2024
Date

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name: Thomas Congdon

Typed name: ~~Jared George~~ ERIC KNAPP

**BIDDER:**

By: Al McClaran

Name: Al McClaran

Title: _____

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 9, 2024 (*date*) by Al McClaran who is personally known to me or ~~who has produced~~ _____ ~~as identification~~.

My commission expires:

JUDITH L. IVESTER
Commission # HH 327471
Expires October 30, 2026

Judith L. Ivester
NOTARY PUBLIC

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| NOT APPLICABLE | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, personally appeared Al McClaran, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by SDR CDR Disaster Recovery, LLC (entity submitting sworn statement), whose business address is 313 Norton Dr, Tallahassee, FL 32308 and its Federal Employer Identification Number (FEIN) is 99-3643580. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is Al McClaran (please print name of individual signing), and my relationship to the entity named above is Managing Partner, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of SDR CDR Disaster Recovery LLC, (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

# TRUTH IN NEGOTIATION STATEMENT

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

## TRUTH IN NEGOTIATION STATEMENT

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/9/24 (*date*) by Al McClaran (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of SDR CDR Disaster Recovery LLC (*name of company acknowledging*), a Florida (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who ~~has produced~~ _____ ~~(type of~~ identification) as identification.

My commission expires:

Judith L. Auster
NOTARY PUBLIC

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X, C, U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

WITNESS

SDR CDR DISASTER RECOVERY, LLC
**CONTRACTOR**

DECEMBER 9, 2024
**DATE**

**CITY OF PLANTATION**

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. n/a Bid Bond

CONTRACTOR:
Name: SDR CDR Disaster Recovery, LLC
Legal Status: a limited liability company
Address: 313 Norton Drive
Tallahassee, FL 32308

SURETY:
Name: Swiss Re Corporate Solutions America Insurance Corporation
Legal Status: a corporation
Principal place of Business: 1200 Main Street, Suite 800
Kansas City MO 64105

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% of Amount Bid

PROJECT: RFSP NO. 001-25 DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES - TERM CONTRACT
Plantation, FL
Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 5, 2024.

SDR CDR Disaster Recovery, LLC
(Name of CONTRACTOR)
By: _____

KA 12/9/24 11:40AM

Swiss Re Corporate Solutions America Insurance Corporation
(Name of Surety)
By: Margaret A. Ginem
Margaret A. Ginem, (As Attorney-in-Fact)
Inquiries: 813 210-4412

Fill in Form

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. n/a Bid Bond

CONTRACTOR:
Name: SDR CDR Disaster Recovery, LLC
Legal Status: a limited liability company
Address: 313 Norton Drive
Tallahassee, FL 32308

SURETY:
Name: Swiss Re Corporate Solutions America Insurance Corporation
Legal Status: a corporation
Principal place of Business: 1200 Main Street, Suite 800
Kansas City MO 64105

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% of Amount Bid

PROJECT: RFSP NO. 001-25 DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES - TERM CONTRACT
Plantation, FL
Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 5, 2024.

SDR CDR Disaster Recovery, LLC
(Name of CONTRACTOR)
By: _____

Swiss Re Corporate Solutions America Insurance Corporation
(Name of Surety)
By: Margaret A. Ginem
Margaret A. Ginem, (As Attorney-in-Fact)
Inquiries: 813 210-4412

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

MARGARET A. GINEM, COLETTE R. CHISHOLM, MICHELLE WANNAMAKER, SUSAN LUPSKI, TIFFANY SOKO,
KATHERINE ACOSTA, DANA GRANICE, DONNA K. ASHLEY and JENNIFER B. GULLETT
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers
this 9TH day of JUNE, 20 23

State of Illinois
County of Cook ss

**Swiss Re Corporate Solutions America Insurance Corporation**
**Swiss Re Corporate Solutions Premier Insurance Corporation**
**Westport Insurance Corporation**

On this 9TH day of JUNE, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 26, 2025

Christina Maniscо, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of December, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

# PUBLIC CONSTRUCTION BOND

**TO BE RETURNED WITH PROPOSAL**

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §255.05(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §255.05, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. n/a Bid Bond

CONTRACTOR:
Name: SDR CDR Disaster Recovery, LLC
Legal Status: a limited liability company
Address: 313 Norton Drive
Tallahassee, FL 32308

SURETY:
Name: Swiss Re Corporate Solutions America Insurance Corporation
Legal Status: a corporation
Principal place of Business: 1200 Main Street, Suite 800
Kansas City MO 64105

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% of Amount Bid

PROJECT: RFSP NO. 001-25 DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES - TERM CONTRACT
Plantation, FL
Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 5, 2024.

SDR CDR Disaster Recovery, LLC
(Name of CONTRACTOR)
By: _____

KA 12/9/24 11:40AM

Swiss Re Corporate Solutions America Insurance Corporation
(Name of Surety)
By: Margaret A. Ginem
Margaret A. Ginem, (As Attorney-in-Fact)
Inquiries: 813 210-4412

*Fill in Form*

# FEMA REQUIREMENTS

**TO BE RETURNED WITH BID**

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
   a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
   b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
   a. Time Cards
   b. Daily work reports for every employee, by each separate FEMA category of work
   c. Daily equipment use, by each separate FEMA category of work
   d. List of all supplies and materials used, by each separate FEMA category of work
   e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors

are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders

and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law.

## FEMA REQUIREMENTS

Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: SDR CDR DISASTER RECOVERY LLC

By (sign): _____

Print Name: AL MCCLARAN

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of*

*officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/9/24 (*date*) by Al McClaran (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of SDR CDR Disaster Reco(*name of company acknowledging*), a FL (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or ~~who has produced _____(type of identification)~~ as identification.

My commission expires:

Judith L Ivester

NOTARY PUBLIC

JUDITH L. IVESTER
Commission # HH 327471
Expires October 30, 2026

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name:** SDR CDR Disaster Recovery, LLC **Date:** December 9, 2024

**Base Proposal Total:** **$9,244, 345.00**

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Disadvantaged Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☒ Bidders Certification

☐ Registered as a City of Plantation Vendor

☒ Bid Form

☒ Signed General Terms and Provisions

☒ Addendums (if any)

☒ Bid Guarantee Form

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ References

☒ Public Entity Crimes Forms

☒ Drug Free Workplace Form

☒ Certificate of Insurance Requirements Form

☒ FEMA Requirements

☒ Bid Bond

☒ Public Construction Bond

☒ Forms A-1 & Firm Profile

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: AL MCCLARAN

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 25,2024

SDR CDR DISASTER RECOVERY LLC
313 NORTON DRIVE
TALLAHASSEE, FLORIDA 32308

**RE: CERTIFICATE OF QUALIFICATION**

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

**FDOT APPROVED WORK CLASSES:**
DEBRIS REMOVAL (EMERGENCY)

Unless notified otherwise, this Certificate of Qualification will expire **1/31/2026.**

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

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
**HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification**

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII






# Detail by Entity Name

Florida Limited Liability Company
SDR CDR DISASTER RECOVERY, LLC

**Filing Information**

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| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

313 NORTON DRIVE
TALLAHASSEE, FL 32308

**Mailing Address**

313 NORTON DRIVE
TALLAHASSEE, FL 32308

**Registered Agent Name & Address**

FARINAS, LAURA
11740 SW 80TH STREET
MIAMI, FL 33183

**Authorized Person(s) Detail**

**Name & Address**

Title AMBR

CDR ENTERPRISES, INC
11740 SW 80TH STREET
MIAMI, FL 33183

Title AMBR

SOUTHERN DISASTER RECOVERY, LLC
93 SONIA DRIVE
GREER, SC 29650

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

05/28/2024 -- Florida Limited Liability | View image in PDF format

Florida Department of State, Division of Corporations

# Electronic Articles of Organization
# For
# Florida Limited Liability Company

L24000245213
FILED 8:00 AM
May 28, 2024
Sec. Of State
cshightower

## Article I

The name of the Limited Liability Company is:

SDR CDR DISASTER RECOVERY, LLC

## Article II

The street address of the principal office of the Limited Liability Company is:

313 NORTON DRIVE
TALLAHASSEE, FL. US 32308

The mailing address of the Limited Liability Company is:

313 NORTON DRIVE
TALLAHASSEE, FL. US 32308

## Article III

The name and Florida street address of the registered agent is:

LAURA FARINAS
11740 SW 80TH STREET
MIAMI, FL. 33183

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: LAURA FARINAS

L24000245213
FILED 8:00 AM
May 28, 2024
Sec. Of State
cshightower

## Article IV

The name and address of person(s) authorized to manage LLC:

Title: AMBR
CDR ENTERPRISES, INC
11740 SW 80TH STREET
MIAMI, FL. 33183 US

Title: AMBR
SOUTHERN DISASTER RECOVERY, LLC
93 SONIA DRIVE
GREER, SC. 29650 US

## Article V

The effective date for this Limited Liability Company shall be:

05/29/2024

Signature of member or an authorized representative

Electronic Signature: LAURA FARINAS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

## COMPANY BACKGROUND OVERVIEW

Southern Disaster Recovery, LLC (SDR) and CDR Maguire, Inc. (CDR) are in the process of forming a joint venture (JV) (herein referred to as "**SDR-CDR**") to provide debris removal and disaster cost recovery services. While the joint venture will not be legally finalized prior to the submission of this response, it will be fully implemented by the time the City issues an award of this contract. **SDR-CDR**'s combined resources will afford the City the equipment and personnel to provide disaster debris removal and disaster cost recovery services following a severe weather event, or man-made disaster. The following is a brief history of both companies.

### SOUTHERN DISASTER RECOVERY, LLC

Since 2012, SDR has been helping communities across the South recover from disasters. SDR specializes in environmental response and disaster recovery, providing guidance to formulate debris management plans, train clients in debris disaster recovery, and manage land and waterway debris removal operations, including collection of all debris types, demolition, reduction, and final disposal. We also have in-house "civil construction services" that enable us to perform land reclamation and restoration, as well as beach nourishment, waterway/bank restoration, levee repair, and other similar work for our clients.

***SDR has performed debris removal services in five of the eight FEMA Region IV states, including the state of Florida following Hurricanes Milton, Helene, Debby, Ian, Dorian, and Irma.*** We own an assortment of equipment (self-loader debris trucks, dump trucks, bucket trucks, lowboy trailers, semi tractor trucks, end and belly dump trailers, excavators, bulldozers, shallow draft barges, etc.), which are fully detailed in this response.

SDR maintains an in-house staff of engineers, ISA certified arborists, former public works and emergency management directors, certified emergency managers, licensed landfill operators, certified public accountants, and data analysts to deliver debris removal and construction services.

### CDR MAGUIRE, INC.

For more than six decades, CDR has been managing disaster recovery projects from Massachusetts to Florida to Texas and Oregon. These projects have included the dispossession of dams which imposed serious ecological consequences of riverways to restoring essential infrastructure and housing projects following catastrophic hurricanes, floods, tornadoes, winter storms, and nor'easters. Since 2012, CDR has provided federal disaster cost recovery management and administration, staff augmentation for local and state emergency operations centers, evacuation shelter staffing, planning and plan development, logistics and call center support, base camp management for volunteers, mutual aid personnel, and medical workers, alternate care sites (field hospitals), disaster health and medical services, as well as civil engineering and construction management services. We also provide management consulting of federal recovery programs, including projects funded by FEMA-PA, FHWA, NRCS, FEMA Individual Assistance (FEMA-IA), Hazard Mitigation (HM), and Community Development Block Grant – Disaster Recovery (CDBG-DR).

**While our JV Partner SDR has headquarters in South Carolina, and CDR is headquartered in Miami, our SDR-CDR offices are in Tampa, Orlando, and Tallahassee are in close proximity to the City of Plantation and we will be available to mobilize within the requested timeframe.**

## 2. ABILITY, EXPERIENCE, AND EXPERTISE IN PERFORMING THE REQUESTED SERVICES

**Experience:** Overall, the **SDR-CDR** team has responded to over 100 disasters nationwide involving hurricanes, severe storms, tornadoes, wildfire, and winter storms. Collectively, we have served Florida communities following severe weather events in Bay, Bradford, Brevard, Charlotte, Clay, Collier, DeSoto, Gulf, Hendry, Hillsborough, Jackson, Lee, Miami-Dade, Nassau, Pinellas, Putnam, Sarasota, St. Johns, and St. Lucie counties, and the cities of Arcadia, Deltona, Edgewood, Everglades, Flagler Beach, Mexico Beach, Palmetto, and Panama City.

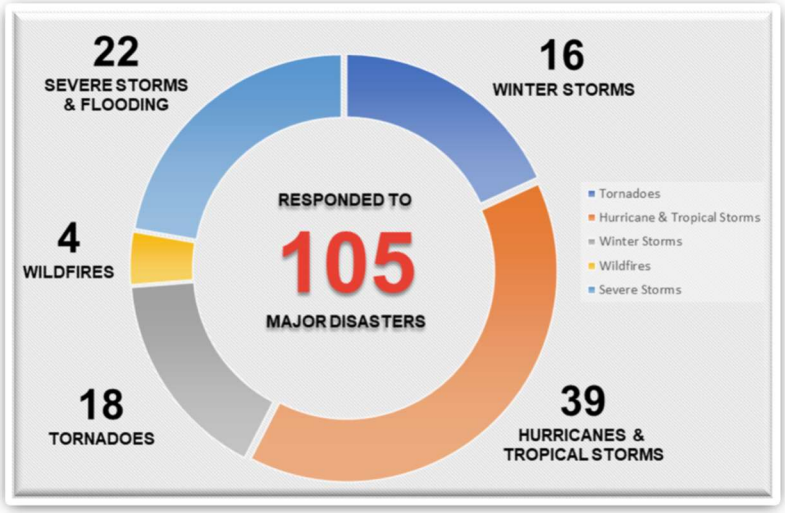


**SDR has completed 135 debris removal and disposal projects involving over 11 million CY of land and waterway debris, including 23 debris removal projects in Florida.**

**CDR** has served as the debris removal monitor for the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and the Florida Division of Emergency Management (FDEM) following Hurricanes Milton, Helene, Debby, Idalia, Ian, Michael, Irma, and Matthew. With extensive debris management and disaster recovery experience in the state of Florida and FEMA Region-IV, our debris specialists possess the experience and knowledge to address any specialized debris programs involving our coastal communities, including beach nourishment, derelict vessels, demolition programs, hazardous waste, etc.

As a joint venture, the City will benefit from a team that possesses experience, expertise, financial means, and rapidly deployable resources to provide disaster debris removal services. Our management and support staff have the knowledge and experience to assist the City with:

- ✓ Developing a Debris Management Plan
- ✓ Mobilizing 50 percent of required resources within 48 hours of a Notice to Proceed (NTP), and then 100 percent within 96 hours of NTP
- ✓ Completing emergency push/road clearance with the first 70 hours of activation
- ✓ Training appropriate entity staff in all aspects of debris disaster recovery
- ✓ Identifying staging areas for the purpose of truck/equipment certification
- ✓ Demolition of unsafe structures

- ✓ Providing technical assistance and performing all work consistent with FEMA-PA and/or the Federal Highway Administration Emergency Relief (FHWA-ER) Program policies and procedures
- ✓ Tracking and invoicing debris removal
- ✓ Managing comprehensive debris recovery operations by providing the labor, equipment, fuel, and traffic control to remove eligible debris
- ✓ Identifying additional Debris Management Sites (DMS) or final disposal sites, if needed
- ✓ Returning all DMS to their original condition

**If directed by the City, our team can also provide the following services:**

*Remove debris from drainage and navigation canals and adjacent banks, as well as restore, re-grade, and/or reseed canal banks or slopes.*

*Remove motor vehicles that have been damaged or have been abandoned by the owner.*

*Remove vessels severely damaged or abandoned by the owner in canals or resting inland on public property.*

**Federal Cost Recovery Documentation Experience:** Our team is skilled in all aspects of FEMA and FHWA debris removal documentation, which is paramount for entities to receive 100 percent reimbursement for all eligible debris removal work. To that end, **SDR-CDR** is reliant upon the records provided by the City's debris removal monitoring firm during the life of the project. We carefully review and verify the documentation generated since this information becomes the basis for our invoicing. We also have a full-time certified public accountant (CPA) on staff with a committed administrative staff to ensure compliance with all industry standards of superior debris operations. If needed, our federal cost recovery subject matter expert can provide the City with technical support or guidance to navigate the federal reimbursement process for eligible debris removal work.

## 3. REQUIRED QUALIFICATIONS

Our Executive Leadership, Support and Project team members have all required certifications and training required to perform the requested services for the City, as shown in the table on the following page.

### Key Staff Certifications

- USACE Contractor Quality Control
- ISA Certified Arborist
- ISA Utility Specialist
- ISA Tree Risk Assessment Qualified
- TCIA Certified Tree care Safety Professional
- NATS Technical Tree Removal Instructor
- NPDES Stormwater Compliance
- First Aid and CPR Instructor
- OSHA 8-Hour
- OSHA 30-Hour
- OSHA Outreach Instructor HAZWOPR
- AASHTO Maintenance of Traffic
- Professional Engineers (P.E.)
- Certified Public Accountant (C.P.A.)

### Key Staff Achievements

- IAEM Certified Emergency Manager
- Florida's Emergency Manager of the Year
- North Carolina Executive Emergency Manager
- FEPA Member and Association Officer
- Florida APWA Award Winner – Disaster Recovery
- North Carolina Order of the Long Leaf Pine

**Detailed credentials and qualifications can be found in Attachment 1 Key Personnel Resumes.**

# 4. KEY PERSONNEL

## a. Executive Team

Our Executive Leadership team is comprised of Al McClaran and Carlos Duart. Al is the CEO of Southern Disaster Recovery, LLC, and serves as the SDR CDR Joint Venture Managing Partner. Carlos serves as the President and CEO of CDR Companies and will provide senior executive support. Chip Patterson, SDR's Incident Executive, and Jared George, CDR's Debris Management Subject Matter Expert, will serve as the Executive Support team. Collectively, the Team will provide strategic direction and oversee the operation of services provided to the City. They will be responsible for setting goals and objectives and ensuring the joint venture is on track to meet its mission when called upon by the City to assist with disaster recovery services. They will serve as influencers for our key personnel and response team, setting the tone for its culture, values, and priorities, and will be actively engaged in ensuring contract compliance and quality control.

A brief bio for each Executive Team Member can be found on the following page.

*[Remainer of page left blank intentionally.]*



## AL MCLAREN
**SDR-CDR JV**
**Managing Partner**

CEO and founder of Southern Disaster Recovery, Al is responsible for the day-to-day operations of SDR. He is knowledgeable in all aspects of FEMA criteria for debris recovery operations. He works closely with local and state emergency management agencies and other government agencies pre- and post-landfall to ensure debris removal services are timely met. Prior to an event, he will assist clients with readiness planning and preparation, including developing debris management plans and training government personnel in debris recovery operations. Post disaster, he coordinates all aspects of the recovery, including documentation to ensure eligible work is fully funded. He has overseen debris removal operations in over 100 projects involving hurricanes, tornados, floods, wildfires, and winter storms.



## CARLOS DUART
**SDR-CDR JV**
**Executive Support**

As President and CEO of CDR Companies, Carlos oversees the provision of emergency management, engineering, and financial management consulting services, along with healthcare and lab services, to communities across the country. His 31+ years in emergency management consultation began with Hurricane Andrew in 1992. Since then, he has served in numerous management and technical positions overseeing CDR's response to 67 major disasters, including being actual hands-on in over 25 disasters, overseeing 40+ million cubic yards of debris removal and billions of dollars in damages and recovery. He will be available to provide whatever services the City may need in accordance with this solicitation.



## CHIP PATTERSON
**Incident Executive**

Chip possesses over 30 years of experience in emergency management. Before joining SDR, he served as the Chief of Operations for Florida and North Carolina Division of Emergency Management. He organized and managed the mobilization and distribution of disaster resources to support some of the largest natural disasters in the nation during the 90s. As Incident Executive, Chip will work closely with the project manager to ensure success of the debris removal operation. He will provide guidance, support, and resources to the team and monitor and evaluate the overall performance of the project to ensure a successful outcome for the City. He may also be involved in setting project priorities, resolving conflicts, and making key decisions to assist the project manager. Overall, he will play a crucial role in driving project success and ensuring alignment with the City's recovery goals and objectives.



## JARED GEORGE
**Federal Cost Recovery**
**Subject Matter Expert**

Jared has managed disaster recovery projects funded by FEMA, FHWA, and NRCS in the states of Alabama, Arkansas, Colorado, Florida, Georgia, Kentucky, Louisiana, New York, Oklahoma, Oregon, Rhode Island, and Texas. He has mobilized in support of debris removal, response, and recovery operations in over two dozen presidential disaster declarations. He is a recognized expert managing FEMA-PA and FHWA-ER reimbursement documentation, as well as public-sector finances and overseeing accounting projects for governmental agencies. As a Federal Disaster Cost Recovery Subject Matter Expert, his exceptional experience and strong analytical, financial, planning, and organization skills have proven a perfect mix for successful navigation of federal and state funded debris removal and recovery programs.

### b. Other Key Personnel

Our key personnel offer proven experience ensuring compliance with FEMA and FHWA reimbursement requirements and local and state regulations. Our experience and relationships in the state of Florida and FEMA Region IV act as "force multipliers" that foster clear and effective communication that leads to greater effectiveness when responding to disasters and seeking reimbursement of costs associated with debris removal operations.

The following synopsis provides an overview of the senior staff and key team members we propose for this solicitation.

**John "Sonny" Sims – Project Manager**

Sonny has been serving on debris removal projects since 2002. As a senior project manager, he leads all daily operations, managing and evaluating workflow and productivity. He is an ISA certified Arborist and has completed over 89 disaster debris removal projects spanning 20 plus years. He will be responsible for planning, executing, and overseeing the project from start to finish. He will be in charge of coordinating resources, timelines, and tasks to ensure the project is completed on time and within budget. He will communicate with stakeholders, team members, and other key individuals to keep everyone informed and aligned on project goals and progress. As project manager, he will be responsible for managing risks, solving problems, and making decisions that keep the project on track. Overall, he will play a critical role in ensuring successful project delivery and achieving the City's debris removal objectives.

**Roger Dail – Operations Manager**

Roger is an experienced emergency services director with a successful track record of overseeing a progressive program using strong leadership and relationship-building skills for 30 plus years. He will be responsible for supporting the project manager and overseeing and managing the day-to-day operations of debris removal teams. He will be in charge of planning, organizing, and coordinating various activities of land and waterway debris removal and disposal. Additional responsibilities will include managing staff, setting, and monitoring performance goals, implementing policies and procedures, and identifying opportunities for improvement.

**John Ward – Safety Officer and QA/QC Officer**

Before joining **SDR-CDR**, John served as the director of emergency management for Clay County, Florida. He understands the complexities recovery operations, especially with regard to debris removal. As Safety Officer, he will enforce safety procedures and policies and other point out issues and report them. He will also conduct inspections and audits that identify possible hazards and observe workers to make sure they are in line with safety requirements. If an accident occurs, he will investigate the incident and file a report. Other duties will include holder safety briefings and training employees on best practices, company protocols, and applicable safety standards. As QA/QC Officer, he will establish, coordinate, and monitor all work and ensure debris removal and disposal activities, including documentation, meets all the state and federal requirements for debris removal and disposal.

# MEET YOUR DEBRIS REMOVAL PROJECT MANAGER

## Sonny Sims



"With over more 20 years' experience working on disaster debris removal projects, I know firsthand the devastating impacts a major storm event can have on communities and people's lives. While I sincerely hope the City of Plantation is spared from disasters, should the need arise, I am committed to being on the ground from start to finish, putting my FEMA debris experience to work for your recovery benefit. I have been a senior field manager for numerous major debris removal operations and my number one priority is the satisfaction of our client. During any deployment you will be able to reach me around the clock. I look forward to working with your staff."

*Sonny*

### QUALIFIED

**20 plus years of debris removal experience in FEMA Region IV states, including Florida.**

### EXPERIENCED

**Completed 89 disaster debris removal projects including projects in Florida following Hurricanes Idalia, Ian, Irma, Wilma, Rita, Katrina, Frances, and Charley.**

### CREDENTIALED

**ISA Certified Arborist**

**Landfills and Land Application Sites Certified**

**ASHTO Maintenance of Traffic for Supervisors**

**OSHA 40-hour HAZWOPER Certification**

**FEMA IS-100.PWc, 253.a, 632.a, and 633**

**Jon Jezowski – Finance Officer**

Jon has been a financial administrator for the past 28 years. As Finance Officer, he will be responsible for overseeing contract compliance and documenting eligible work and costs. This includes managing payroll records of full-time and temporary employees, records of equipment used in debris removal operations, invoices of rental equipment, documentation of debris removal and disposal, etc. He will put into place adequate controls to ensure contract terms are met and that proper documentation is collected and complied with for payment purposes. He will ensure that documentation will correspond with the invoiced costs and line-item prices of the debris removal contract. Lastly, he will generate reports and promote quality assurance, providing the City with a consistent accounting of operations, issues, and costs in the field.

*[The remainder of this page left intentionally blank.]*




Response to:

# RFSP # 001-25

# Disaster Debris Management and Removal Services

December 10, 2024 @ 11:00 AM EST

*Prepared for:*

*The City of Plantation, Florida*

*Prepared by:*

**Aftermath Disaster Recovery**

1826 Honeysuckle Ln
Prosper, TX 75078

Contact: Adam Gonzalez, Director of Business Operations
Adam@aftermathdisaster.com | (972) 984-8969

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December 10, 2024

Asha Edwards
Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317

**Re: RFSP #001-25 – Disaster Debris Management and Removal Services**

Dear Selection Committee,

Aftermath Disaster Recovery is small enough to offer dedicated service to our clients, and large enough to execute complex projects. In response to the City of Plantation's RFSP #001-25—Disaster Debris Management and Removal Services, we are pleased to offer our services. We believe we are best qualified to serve the City of Plantation because we are able to respond quickly with our most qualified personnel and resources; we have the best experience clearing eligible debris on land and on water; we have the financial ability to complete large and small projects; and we have experience with helping clients receive 100% reimbursement for eligible debris. Our specialty is removing debris in a quick and orderly manner, and our values dictate that we execute our work with excellence. We are committed to performing and completing the services the City of Plantation requests in a professional and timely manner. **This proposal will remain in effect for 90 days from the date of this letter.**

For over a decade, Aftermath has helped communities cleanup from events both large and small. We recognize that no two events are the same, and that's why we focus on each community's specific needs. When an event occurs, Aftermath will work with the City of Plantation to develop a clean-up approach that addresses the areas most important to your community. Our nimble team allows for flexibility in our process that can be easily tailored based on your specific needs following a disaster.

Aftermath Disaster Recovery, Inc. was formed in Texas in 2013, but our principals have been working in the disaster recovery industry since 2004. Aftermath is a certified HUB contractor in the State of Texas and a certified specialty marine contractor in the State of Florida. We have no wholly owned subsidiaries, affiliated companies, joint ventures or strategic alliances with any other companies.

Our leadership draws on over a combined 50 years of experience working every major natural disaster since Hurricane Charlie. The ownership of Aftermath includes the husband-and-wife team of Obie and Melanie Corley, who have a strong working relationship with each of our clients. We listen to your needs and apply our expertise to help you accomplish each of your priorities.

We understand the importance City of Plantation is placing on our availability, past experience, and financial capabilities. Our experience as a prime contractor for counties in Florida and Texas demonstrates our ability to respond to and finance large and small disaster recovery projects. We have the knowledge, expertise, and diligence to exceed your expectations.

We have a substantial inventory of owned equipment and an employee-based labor force to tackle projects of any size with a quick response capability. From land-based loader trucks and skid-steers to shallow draft loader barges and environmentally low-impact marsh buggies, we work to restore our communities on the land and on the water while preserving our environment. In

addition to right of way work, our specialized equipment has enabled us to clear thousands of miles of waterways, and thousands of acres of delicate marshlands with great care. We will be able to clear any and all eligible debris for Plantation.

Because we perform the majority of our own work rather than subcontracting our work, we are experts in disaster debris removal, accurately gauging the amount of time and effort a project will require, and effectively planning and executing the most efficient approach to the job. We also yield the highest quality results because we run our own crews, and we take pride in the quality of our work.

We want to ensure all clients benefit from our personalized attention, so we take a strategic approach to all of our contracts. This means that if awarded this Pre-Event contract with City of Plantation, we will not pursue other contracts with nearby communities because we want to be able to quickly support you when an event occurs. We view all of our clients as true partners who depend on us when disaster strikes, and by being selective with our relationships, we guarantee that you will never feel like another number on somebody's client list.

In selecting Aftermath Disaster Recovery for this contract, City of Plantation receives a partner dedicated to serving you and your community. Owners Melanie Corley and her partner Obie Corley are closely involved in every project because we understand the complexity and difficulty of recovering from an event. We employ best practices for emergency debris removal and then we tailor each project to its specific needs. We would be honored to use the skill and experience we have gained over the years to serve the City of Plantation, Florida.

Sincerely,

Adam Gonzalez
**Director of Business Operations**

**Aftermath Disaster Recovery, Inc.**
1826 Honeysuckle Ln
Prosper, TX 75078
Adam@AftermathDisaster.com

# Executive Summary

For nearly every community hit by a disastrous event, the one scenario leaders want to avoid is chaos. After a disastrous event, it is critical that your community begins to recover as soon as possible. Aftermath Disaster Recovery, Inc. ("Aftermath"), is ready to jump in and serve the City of Plantation in accomplishing your priorities. We understand and appreciate Plantation's emphasis on the availability of staff and equipment, the importance of a timely response and quick recovery, and the need for FEMA proficiency. Aftermath is well-prepared to cover all aspects of the scope of work laid out in RFSP # 001-25.

## The Aftermath Approach

Aftermath's approach to supporting Plantation stands out in three main areas: 1) personal attention 2) our policy of having a pre-planning meeting within 60 days of an award and 3) our company-owned equipment and employee-based labor force.

1. **Personal Attention.** We are a family-owned business with a decades-long history. Our commitment is to understand your needs and priorities as you serve your community in its recovery efforts. Our top leadership is on-call 24/7. To demonstrate our commitment to your community, we do not seek other pre-events within 100 miles of a primary position contract.
2. **Meeting within 60 Days of an Award to Establish a Written Plan.** Building relationships with our clients ensures a successful recovery. Our pre-planning meeting serves multiple objectives: to understand your community's needs, determine a central location for our mobile operations center, establish adequate staging areas, identify potential DDMS sites, create a mapping plan, estimate asset needs for different levels and types of disaster, and prepare processes to ensure maximum FEMA reimbursement. Our pre-planning meeting guarantees that there are no delays in getting Plantation on the road to recovery.
3. **Aftermath's Company-Owned Equipment and Labor Force.** Aftermath maintains a large inventory of owned equipment that is ready-to-use the minute an event occurs. This equipment includes our land-based self-loading trucks that have a 160+ CY capacity and skid steers for each truck. These large capacity trucks with trailers can remove debris faster and with more efficiency than smaller units, ensuring Plantation receives the fastest debris removal process possible. In addition to this equipment, our team of experienced employees are trained on our quality-focused approach, and because they are full-time employees, they are adept at debris removal operations, which allows for quick-response capability to support Plantation.

**1,000,000+** **Cubic Yards of Debris Removed with Aftermath's own labor force**

**100%** **Contracts finished at or below budget and on schedule**

## Why Aftermath for Plantation

In addition to our approach, Plantation will benefit from choosing Aftermath due to:

- **Rapid Response.** Because Plantation would hold a pre-event contract, our owned assets would be dedicated to your service. This means that at least ten 170 CY trucks and trailers could be immediately mobilized in less than twenty-four hours.
- **Reliable Expertise.** From the owners to our staff on the ground, our hands-on approach ensures that Plantation always has an expert who can provide you personalized attention and industry expertise.
- **Proven History.** Since its founding, Aftermath has worked on projects large and small. Our results speak for themselves: to date, we have removed over 1,000,000 cubic yards of debris entirely with our own labor force (not subcontractors).
- **Demonstrated Performance.** Our approach to projects works: 100% of Aftermath's contracts have been finished at or below budget and within schedule, and we have a litigation-free history.

From our company-owned equipment to our FEMA-certified experts to our organized approach and communication style, Plantation can trust that with Aftermath, you receive a partner who can get the job done right when you need it most. When an event occurs, we will be here, ready to serve you to help your community recover.

*"Please thank your team for the professionalism they showed while working on our property. It is rare that I have a team working on our property and I do not receive some sort of negative comment from a resident, i.e. trash left behind, loud music, bad language, or something. Your men were professional and respected our residents as well as our property."*

*Clarice C., CAM*
*Tropicana Co-Op, Inc.*

# Section 1: Introduction Letter

# Aftermath Disaster Recovery, Inc.

| *Our primary address is* | *Our operation's base is located* |
|---|---|
| 1826 Honeysuckle Ln.<br>Prosper, TX 75078. | 1095 Willy Vester Ln.<br>Van Alstyne, TX 75495 |

From our leadership team to our project managers to our team on the ground, every aspect of Aftermath's organization focuses on helping the City of Plantation to quickly recover after an event. The expertise of our team makes this possible. All project managers are FEMA-certified, as are many of our on-the-ground employees. The company owners are personally involved in every project and are available to you to ensure your needs are met. To maintain the best quality and consistency in our work for Plantation, we use our own employees to complete your project where possible. All of these factors result in a strong team ready to serve your community the moment disaster strikes.

- Aftermath Disaster Recovery, Inc. was formed as a corporation under the laws of Texas on July 22, 2013.
- We are a Texas state-certified HUB contractor that is 100% owned by Melanie Corley, its President.
- We have no wholly owned subsidiaries, affiliated companies, joint ventures or strategic alliances with any other companies.
- Aftermath has a labor force of twenty-five employees, most of whom travel for our deployments.
  They are all based in Texas.

Ownership of Aftermath Disaster Recovery, Inc.

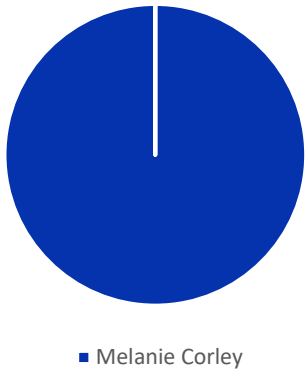


**The point of contact for this solicitation is**

**Adam Gonzalez | Director of Business Operations**

**1826 Honeysuckle Ln.**
**Prosper, Texas 75078** | **(972) 984-8969** | **Adam@AftermathDisaster.com**

# Corporate Certificate of Formation

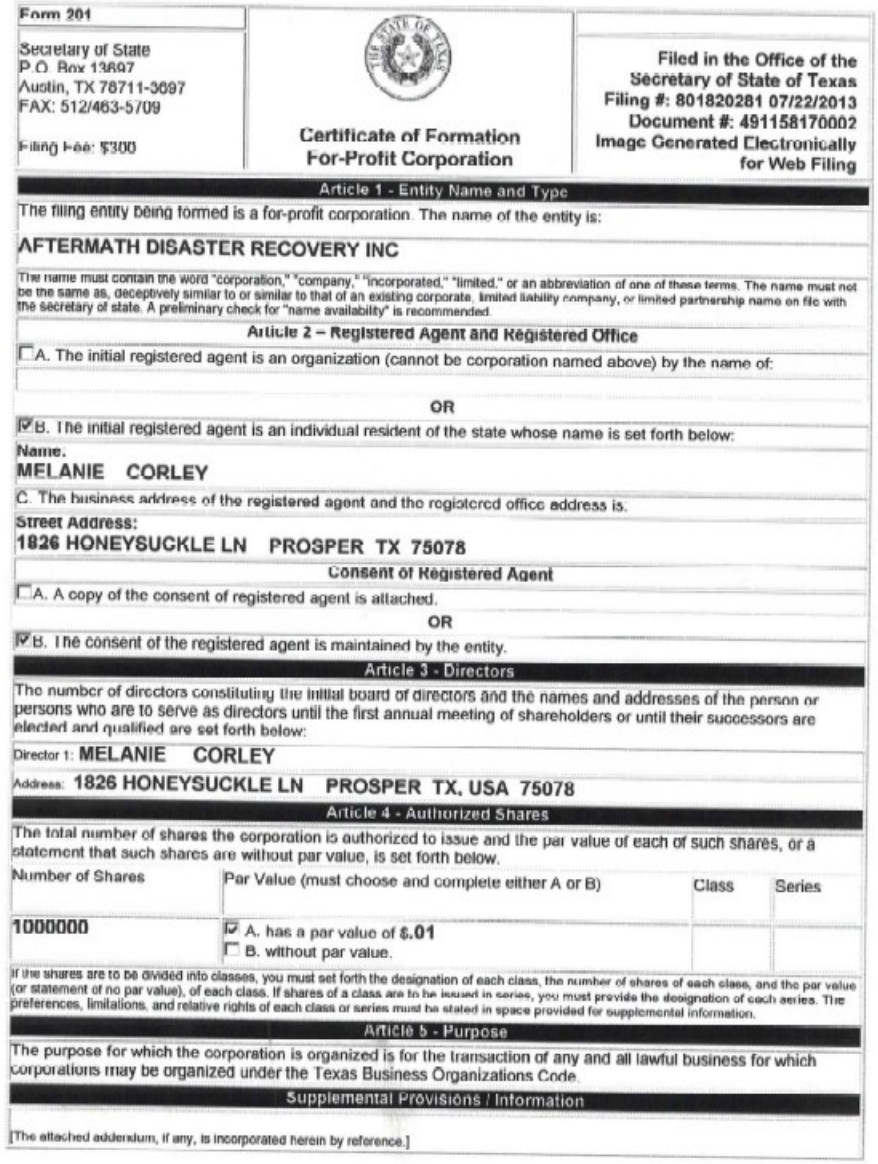

Form 201

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

**Certificate of Formation**
**For-Profit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 801820281 07/22/2013
Document #: 491158170002
Image Generated Electronically
for Web Filing

**Article 1 - Entity Name and Type**

The filing entity being formed is a for-profit corporation. The name of the entity is:

AFTERMATH DISASTER RECOVERY INC

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 – Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
MELANIE CORLEY

C. The business address of the registered agent and the registered office address is:

Street Address:
1826 HONEYSUCKLE LN PROSPER TX 75078

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

**Article 3 - Directors**

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: MELANIE CORLEY

Address: 1826 HONEYSUCKLE LN PROSPER TX, USA 75078

**Article 4 - Authorized Shares**

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

| Number of Shares | Par Value (must choose and complete either A or B) | Class | Series |
|---|---|---|---|
| 1000000 | ☑ A. has a par value of $.01<br>☐ B. without par value. | | |

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

**Article 5 - Purpose**

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

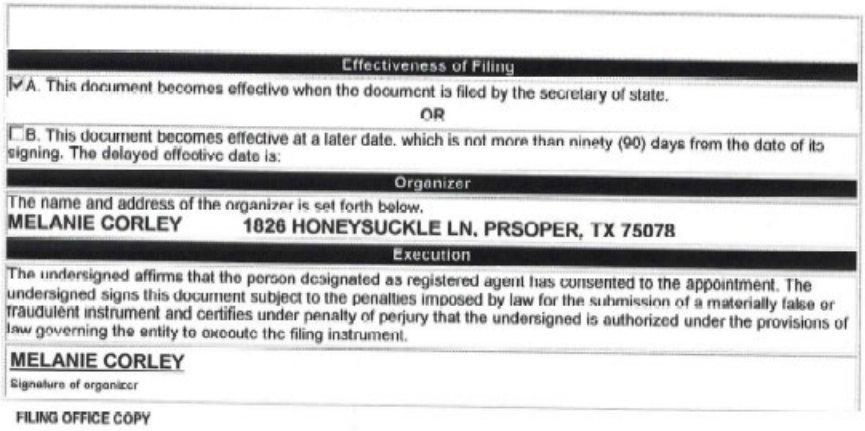

**Effectiveness of Filing**

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer is set forth below.

**MELANIE CORLEY** **1026 HONEYSUCKLE LN, PRSOPER, TX 75078**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**MELANIE CORLEY**

Signature of organizer

FILING OFFICE COPY

Introduction Letter authorized by: _____

Adam Gonzalez | Director of Business Operations

# Memorandum of Authority

*Corporate Resolution of Signing Authority*

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation any and all proposals, submissions in response to RFP/RFQs, and contracts resulting from proposals or submissions entered into by this Corporation.

| | |
|---|---|
| Name: | Adam Gonzalez |
| Position/Title: | Director of Business Operations |
| Telephone Number: | 972-984-8969 |
| Email Address: | adam@aftermathdisaster.com |
| Signature: | |

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Aftermath Disaster Recovery, Inc., a corporation duly conformed pursuant to the laws of the state of Texas, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Aftermath Disaster Recovery, Inc. on January 17, 2023.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Melanie Corley, President and Secretary

# Florida Specialty Contractor's License



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KANE CORLEY, MELANIE

AFTERMATH DISASTER RECOVERY, INC

1826 HONEYSUCKLE LN

PROSPER TX 75078

LICENSE NUMBER: SCC131151805

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# Texas HUB Certificate



Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1463248226200**
Approval Date: **September 6, 2024**
Scheduled Expiration Date: **September 6, 2028**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AFTERMATH DISASTER RECOVERY, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 6, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program*
*Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

# Sample COI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2024

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

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

| | |
|---|---|
| PRODUCER<br>TrueNorth Companies, L.C.<br>500 1st St SE<br>Cedar Rapids IA 52401 | CONTACT NAME: RM Home Office<br>PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 877-810-6374<br>E-MAIL ADDRESS: certs@truenorthcompanies.com |
| INSURED AFTEDIS-01<br>Aftermath Disaster Recovery, Inc.<br>1826 Honeysuckle LN<br>Prosper TX 75078 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Safe Harbor Insurance Company — 12563<br>INSURER B : American Interstate Insurance Company — 31895<br>INSURER C : Great American Insurance Company — 16691<br>INSURER D : Nautilus Insurance Company — 17370<br>INSURER E : Key Risk Insurance Company — 10885<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 501136081 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| D | X COMMERCIAL GENERAL LIABILITY | Y | Y | ECP2041747-11 | 9/27/2024 | 9/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| E | AUTOMOBILE LIABILITY | Y | Y | BAP2041745-11 | 9/27/2024 | 9/27/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| D<br>C | UMBRELLA LIAB [X] OCCUR | | | FFX2041748-11 | 9/27/2024 | 9/27/2025 | EACH OCCURRENCE | $ 5,000,000 |
| | X EXCESS LIAB [ ] CLAIMS-MADE | | | OMX4016532 | 9/27/2024 | 9/27/2025 | AGGREGATE | $ 5,000,000 |
| | DED RETENTION $ | | | | | | XS WC/P&I | $ 5,000,000/10,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | Y | AWWCFL3308342024 | 9/27/2024 | 9/27/2025 | X PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N/A | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| D<br>C<br>A | Contractor's Pollution<br>Rented Equipment<br>Vessel Pollution | | | ECP2041747-11<br>OMH4016532<br>V-14151-24 | 9/27/2024<br>9/27/2024<br>9/27/2024 | 9/27/2025<br>9/27/2025<br>9/27/2025 | Limit/Ded<br>Limit/Ded<br>Limit/Ded | 1,000,000/5,000<br>150,000/1,000<br>5,000,000/0 |

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

Workers Compensation Excluded Officer Melanie Corley

If Yes is indicated above for add'l insd form Gen Liab ECP1246 01/21 (ongoing) and ECP1248 01/21 (completed ops) and Auto BENV CA 06 09/17 applies. If Yes is indicated above for waiver of subrogation forms Gen Liab ECP1260 01/21, Auto CA0444, and WC WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured. Excess/Umbrella liability policy starting in FFX extends over the Auto and General Liability and Excess/Umbrella liability policy starting in OMH extends over Protection & Indemnity and Workers Compensation Employer's Liability. 30 day notice of cancellation (10 days due to nonpayment) applies to the general liability and workers compensation coverage as per policy terms and conditions.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

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# Bonding Capacity Letter

AMERISURE SURETY

**Amerisure Mutual Insurance Company**
**Amerisure Insurance Company**
**Amerisure Partners Insurance Company**
**P.O. Box 9098**
**Farmington Hills, MI 48333-9098**

April 20, 2024

Aftermath Disaster Recovery, Inc
1826 Honeysuckle Ln
Prosper, TX 75078

To Whom It May Concern,

The purpose of this letter is to confirm that Aftermath Disaster Recovery, Inc is a valued surety customer of Amerisure Surety (Amerisure). Amerisure is on the Department of Treasury's Registry Listing of Approved Sureties (Circular 570) and rated by AM Best, A (Excellent-Financial Size Category XII). Amerisure has enjoyed a strong relationship and has the utmost confidence in the management team at Aftermath Disaster Recovery, Inc. At the present time we would favorably consider extending surety support on individual projects up to $50,000,000 and $100,0000,000 on an aggregate work program.

We understand that you are considering Aftermath Disaster Recovery, Inc for future projects. Contingent upon favorable review of contract documents, financing information and other pertinent underwriting information at the time bonds are required, it would be our intention to provide such bonds.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Aftermath Disaster Recovery, Inc and ourselves, and will be subject to our standard underwriting at the time of the request. We assume no liability to you, nor any other third party, should we decide not to issue said bonds. This letter is not an assumption of liability, nor is it a bid, performance or payment bond. It is issued only as a bonding reference requested from us by our client.

If we can provide further information, please let us know.

Sincerely,

Adam Stahle
Branch Manager
Amerisure Surety

cc: Bob Kollsmith

# Section 2: Approach to the Scope of Services

# Over-all Approach and Methodology

## Pre-Planning Activities

As your partner in planning for a major event, Aftermath studies your current debris management plan if one is in place; otherwise, we will assist in the creation of a debris management plan. An annual planning and training activity day is available as requested by the City. This process involves the following steps.

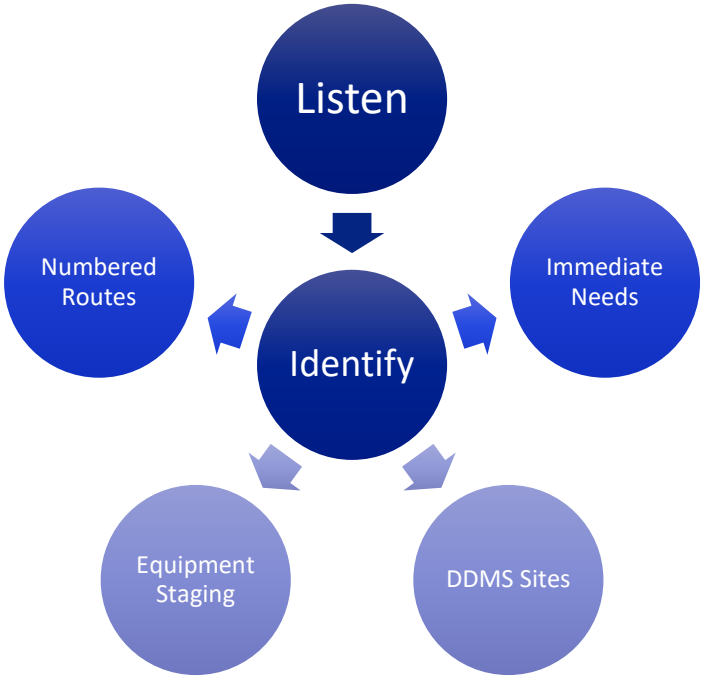


Our steps center around our commitment to listen to and identify the needs of Plantation.

- Aftermath assists in developing and/or reviewing sector maps of the city and identifying immediate needs facilities including schools, hospitals, distribution centers, and government buildings.
- We also confirm existing DDMS and identify all potential debris and equipment staging sites according to the information the city provides.
- Routes are then identified and numbered according to your priorities so that we know in advance how we will deploy the rapid response push-crews.
- Once our review is complete, we discuss our findings with the city to make sure we have accurately captured your priorities into our planning.

# Pre-Landfall Protocol

Our Pre-Landfall Protocol builds on our work from the Pre-Planning Activities. Depending on the amount of advance notice given, if an event becomes possible, we employ the following protocol:




## 72 Hours until possible event

- Vice President of Operations monitors and tracks hurricanes and other weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of any event.
- We communicate with the city to verify our primary, secondary, and 24-hour emergency contact numbers for our designated personnel.
- Location of all equipment is assessed to ensure the ability to respond as quickly as possible. We have staging sites in strategic locations throughout the Gulf Coast.
- Equipment haul routes are identified and any necessary travel permits are identified.

## 48 Hours until possible event

- Vice President of Operations continues to monitor and track the weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of the event.
- Depending upon the strength, size and track of a storm, the appropriate staging location will be chosen to ensure equipment is not impacted by the storm, but is convenient for rapid deployment.
- Assets will include emergency road-clearing equipment, loading and hauling equipment, mobile campers or temporary housing units.
- If government officials choose to stay in place, our project manager would be deployed to the location to ride out the storm to assist in immediate assessments following the event.

### 24 Hours until possible event

- Vice President of Operations continues to monitor and track the weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of the event.
- All necessary travel permits would be acquired.
- All equipment units and personnel are staged ready for deployment.

### Immediately Post-event

- Once we have a Notice to Proceed, our Project Manager will begin assessments and estimating debris volume with the City's representative.
- Debris estimates will dictate equipment and personnel requirements.
- The team will identify priorities according to the pre-event planning previously conducted incorporating the current health and safety issues, and environmental issues.
- The equipment staging site is designated.
- All equipment and personnel is deployed to begin operations.

# Mobilization

Plantation's goal is to see your community restored as quickly as possible following a disaster. Our responsiveness helps you achieve this. For example, Aftermath's Project Manager designated to Plantation will begin mobilizing a team within 2 hours of your call with the objective to have equipment staged in less than 24 hours. Our job is to get your cleanup efforts started fast and efficiently while adhering to all local, federal, and environmental laws and regulations.

Mobilization, cleanup, and demobilization will occur with as minimal disruption to the public as possible.

**Fast Responsiveness**

**Team Mobilization**

within 2 hours

**Equipment staged**

less than 24 hours

## Mobilization Process

First, Aftermath will deploy the project manager and begin mobilization of truck drivers, equipment operators, cut crews, push crews, and support personnel as the project requires so they begin staging on-site within 24 hours. Then the Project Manager will coordinate with Plantation to create a plan for debris removal and be your on-the-ground contact until demobilization is completed.

# Project Approach and Methodology

## Approach

With Aftermath's proven processes and well-organized approach, Plantation can trust us to handle all aspects of disaster-related debris clean up and removal as quickly as possible, while complying with all local and federal laws and regulations. Aftermath is dedicated to working with Plantation and any monitoring firm to ensure the best results for the City of Plantation. We are on the same team, working for the good of the Plantation community.

In the middle of a chaotic situation, we bring organization and peace of mind with our approach. First, you will be assigned a Project Manager (PM) who is dedicated exclusively to your project and is only a phone call away throughout the project. This manager will oversee the entire project and be your main point of contact for the duration of the contract.

Once the Project Manager is assigned, we will work through our methodology, as described below.

## Methodology

From the preliminary assessment of the disaster site to project closeout, we follow 7 standard steps to ensure compliance, safety, and efficiency for Plantation.

**7 Steps for Success**

1. Damage Assessment & Planning
2. Prioritize Emergency Road Clearance
3. Zone Designations
4. Debris Removal
5. Debris Transferred to DDMS
6. Zone Completion
7. Site Closure

### Step 1: Perform a Damage Assessment and Create Project Plan

The first step before any clean up can commence is to do a preliminary damage assessment. The damage assessment provides guidance on the estimated debris volumes, number of units required for operations, and the methodology for debris removal including the number of units per zone, temporary staging sites, and final disposal sites. This assessment also identifies the hardest hit areas and the highest priority zones to ensure the most critical areas receive attention first.

Our debris cleanup and disposal plan is created to maximize efficiency and safety while being as minimally intrusive to Plantation residents as possible.

## Step 2: Prioritize Emergency Road Clearance

One of our first cleanup tasks is to ensure critical roadways in the area are cleared to allow safe travel for emergency vehicles, debris-removal equipment and trucks, and your residents. Our goal is to remove debris from roadways so they are passable as quickly as possible after the event. The timeline for this will be outlined in our project plan so you can keep the Plantation community and businesses informed.

## Step 3: Designate Zones

The affected area will be divided into separate zones. The completion of individual zones within the area is dependent on many factors including the amount of debris, the size and type of the roadways, height and location of powerlines, traffic patterns, and distance to disposal sites. Given the various factors, Aftermath will provide an approximate date for completion of the cleanup in each zone. Our work experience enables us to accurately estimate the time to complete a zone given the amount of debris in a zone, the number of units assigned to that zone, and the capacity of those units. Completion will be confirmed by a written release before crews begin work on the next zone.

## Step 4: Remove Debris from Disaster Site

Once Plantation deems the emergency push phase complete, we will begin removing debris from the disaster-affected area. Our trucks load identified debris at the disaster site, and it is made safe for transport. As part of this process, all trucks are measured to determine debris removal capacity, and once certified by a Monitor or City representative a placard is placed on the truck once reviewed. All debris removal trucks are given load tickets upon pickup to be turned in at the drop off location in order to track the amount and location of debris they remove throughout the project.

Aftermath takes special care to ensure that all debris transported from the disaster site is contained to prevent leaking or spilling during transport. All debris disposal personnel are specially trained in the safe collection and transportation of these materials.

| AFTERMATH DISASTER RECOVERY, INC. DEBRIS LOAD TICKET | | | |
|---|---|---|---|
| Client Name: | | Disaster No: | Ticket Number: |
| Truck Company Name: | | | |
| Truck Driver Name: | | | |
| Loading Date: | | Loading Time: | |
| Loading Location (Street Address): | | Loading Zone: | |
| **DEBRIS QUANTITY** | | | |
| Truck No.: | Measured CY Capacity: | % Full: | Actual CY Load: |
| Monitor Name: | | | Tons: |
| | | Stump Classification | |
| DEBRIS Classification | | ROW (Public property) | |
| | Vegetative | | Small (24"-36" diameter) |
| | C + D | | Medium (37"-48" diameter) |
| | White Goods | | Large (48" or greater diameter) |
| | Other (state type) | | |
| Dumping Date: | | Dumping Time: | |
| Reduction/Disposal Dumping Location: | | | |
| ADR Representative: | | Client Representative: | |
| State Inspector (if applicable): | | Federal Inspector (if applicable): | |

Load Ticket Template

### Debris Definition and Collection

For the safety of the Plantation community, our staff, and assigned contractors, all

debris removal is in compliance with FEMA regulations. Work will include all costs to safely remove, transport, and dispose of eligible debris and comply with all required laws and regulations.

Debris collection may include:

**ROW Vegetative Debris**

*(Includes whole trees, stumps, and branches; shrubs; and other leafy material)*

We will work closely with Plantation or a monitoring firm to identify eligible debris prior to removal. Downed vegetation will be cleared from the rights-of-way using grapple trucks and skid steers. We will also ensure that no vegetative debris is left on road surfaces, utilizing a "clean as you go" approach.

**Hazardous Tree Limb Removal**



If the disaster resulted in only partial damage to trees, damaged and hanging limbs may be removed if they meet a specific set of criteria that may include:

- a limb larger than two inches in diameter
- posing a threat in a public use area
- being located on public property

**Hazardous Trees and Stumps**

Damaged trees in the designated area of Plantation will be cut flush to ground level when they pose an immediate threat to lives or public health, are on improved property, are six inches in diameter, and at least one of the following:

- leaning more than 30 degrees
- has fallen or become uprooted within a public use area
- over half the tree crown is damaged
- the tree trunk is split or broken branches expose heartwood

For tree stumps, Plantation will measure and certify any stumps to be removed by Aftermath if:

- at least half of the root ball is exposed
- the stump is 24 inches or more in diameter
- the stump is on improved public property or a public right-of-way
- poses a health or safety risk

### Construction and Demolition Debris

All construction and demolition debris will be identified and marked for disposal, reduction, or recycling, including lumber and wood, gypsum and wallboard, glass, metal, roofing materials, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully-cured asphalt, equipment, furnishings, and fixtures.

### Hazardous Waste

Special care and attention will be taken when removing hazardous or potentially hazardous materials from disaster sites at Plantation. Aftermath and its contractors strictly follow all environmental and safety guidelines to keep site personnel and the public safe during removal, transport and disposal of these materials. Eligible debris will be sorted into the following categories:

- Household hazardous waste that is classified as being corrosive, toxic, ignitable, or reactive (e.g.: motor oils, batteries, cleaning solutions, chemicals, unidentified liquids, paints, light bulbs)
- White goods (e.g.: destroyed or discarded household appliances)
- Electronic waste (e.g.: including computers, TVs, monitors ... etc.)

### Putrescent Debris

If the disaster site resulted or uncovered any putrescent or rotting debris, it will be removed and disposed of in accordance with all federal, state, and local regulations. This includes animal carcasses and other fleshy organic matter.

### ROW Sand, Soil, and Sediment

If the situation requires the removal of contaminated or unsafe sand, soil, or sediment it can be removed to the designated depth by Aftermath. This includes removal from Plantation streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

### On-site Vehicles and Vessels

Vehicles and vessels will be removed from the site if they present a hazard or threat at the entrance and exit in a public area or if it has been abandoned.

## Step 5: Transportation of debris to the designated Disaster Debris Management Site (DDMS)

All debris collected from Plantation's site will be taken to a DDMS before being transported to its final destination. This site has strict perimeter controls to maintain the safety of the contractors and the general public. At this location, the debris is sorted, reduced according to city specifications, and loaded onto transport vehicles to be delivered to designated Final Disposal Sites as required by law.

The debris removal step may include separation of:

- ROW vegetative debris
- construction and demolition materials
- hazardous waste (household, white goods, and e-waste)
- putrescent debris
- sand, soil, and sediment
- on-site vehicles and vessels

### Step 6: Complete Work in Each Zone

Once the debris removal crew indicates that a zone is complete, the Project Manager, a Plantation representative, and the monitoring company will all verify that the debris removal is complete. Completion will be confirmed by a written release before crews begin work on the next zone.

### Step 7: Close Out Site

When all cleanup and debris removal have been completed, the site will be shut down and all equipment, storage tanks, and other temporary structures will be removed. Aftermath will return Plantation's site to its original condition prior to the damage, including analyzing site samples to ensure they meet EPA guidelines.

The final step occurs when Aftermath provides Plantation with written notification of the site closure, including all site records for the project.

## Daily Standard Workflows

To maintain a high standard of operational procedures, daily checklists and workflows will be followed during the project. These may include:

- **Start-of-day workflows** - Safety meetings are conducted each morning. Work assignments for each crew are reviewed by your Project Manager. Crews then ensure they have all the necessary equipment to complete their assignments. The team also reviews any safety procedures or concerns before starting work for the day.
- **During-the-day workflows** - Each team proceeds to perform their assigned tasks. Load tickets are provided for every load that leaves the site to ensure the chain of custody.
- **End-of-day workflows** - All equipment is secured and shut down. If any issues or concerns arose during the day they are discussed as a team. The Project Manager collects daily load tickets and they are entered into a database to ensure

timely record keeping. Each crew ensures that necessary fuel and supplies are ready for the next day.

At the end of each day, your Project Manager will provide Plantation and the Debris Manager a daily report summarizing the activities and progress from the day.

Aftermath's frequent communication, streamlined process, and ability to tailor our approach based on unique needs are why our clients consistently choose us. Our process places Plantation at the center of our work, and everyone on our team aims to serve your goals and needs. We are happy to adjust our process as you need to ensure Plantation is able to make a fast recovery after any event.

# Invoicing and Data Management

## Data Management

Aftermath has a 360° view of all aspects revolving around debris removal from Plantation. This includes ensuring that you have all the data and documentation required to qualify for reimbursement to cover the costs of clean up and restoration work.

Every load that is hauled to the DDMS site is issued a printed or handwritten ticket. Copies of these tickets are collected and given to the driver, city, and the monitoring firm (if used). To keep the records organized for Plantation, the Project Manager collects tickets and adds them to a spreadsheet at the end of every day.

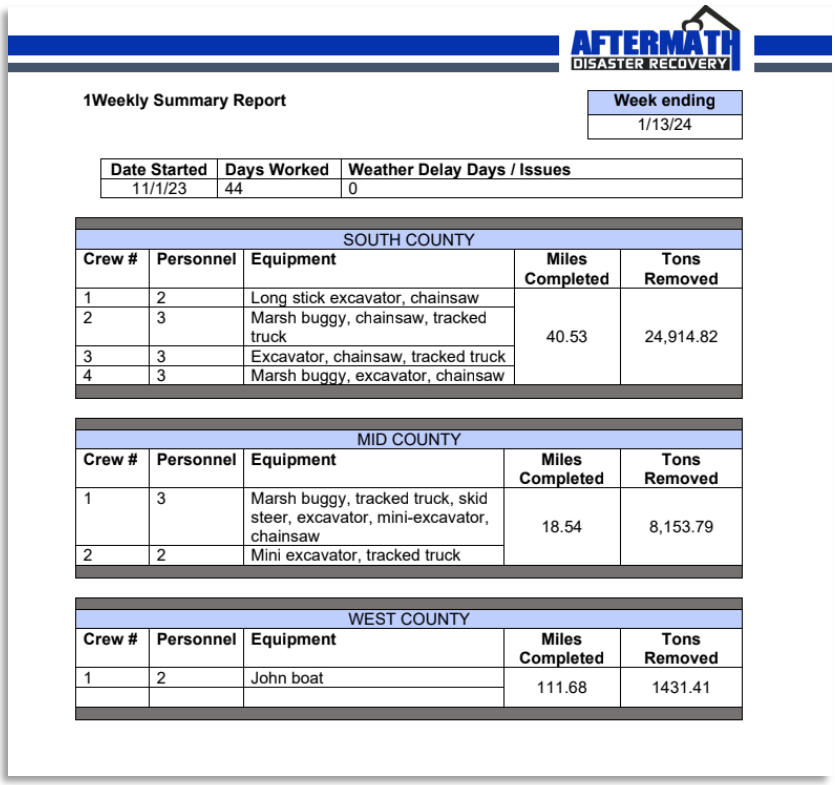

1Weekly Summary Report

| Week ending |
|---|
| 1/13/24 |

| Date Started | Days Worked | Weather Delay Days / Issues |
|---|---|---|
| 11/1/23 | 44 | 0 |

SOUTH COUNTY

| Crew # | Personnel | Equipment | Miles Completed | Tons Removed |
|---|---|---|---|---|
| 1 | 2 | Long stick excavator, chainsaw | 40.53 | 24,914.82 |
| 2 | 3 | Marsh buggy, chainsaw, tracked truck | | |
| 3 | 3 | Excavator, chainsaw, tracked truck | | |
| 4 | 3 | Marsh buggy, excavator, chainsaw | | |

MID COUNTY

| Crew # | Personnel | Equipment | Miles Completed | Tons Removed |
|---|---|---|---|---|
| 1 | 3 | Marsh buggy, tracked truck, skid steer, excavator, mini-excavator, chainsaw | 18.54 | 8,153.79 |
| 2 | 2 | Mini excavator, tracked truck | | |

WEST COUNTY

| Crew # | Personnel | Equipment | Miles Completed | Tons Removed |
|---|---|---|---|---|
| 1 | 2 | John boat | 111.68 | 1431.41 |

*Sample Weekly Summary Report*

Communication is key in any great relationship. In addition to the above, we also provide daily updates and daily reporting to Plantation 's specifications. Weekly summary reports are compiled and delivered at the end of each week.

## Invoicing

The invoicing schedule for Plantation can be customized to match Plantation's typical invoicing procedures. All invoices will be accompanied by complete backup documentation and will be reviewed with Plantation prior to submission.

**DEBRIS REMOVAL INVOICE**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Date: | | | | | | Job Name | | | |
| Company Name: | | | | | | | | | |
| Address: | | | | | | | | | |
| Company Abbreviation: | | | | | | | | | |
| Point of Contact: | | | | | | | | | |
| Telephone Number: | | | | | | Please enter | | | |
| Invoice Number: | | | | | | as a decimal | | | |
| Date | Ticket # | DUMPSITE | ZONE | Truck Number | Truck Cap | % | CY HAULED | Price per CY | Total Ticket Amount |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | |

# FEMA Reimbursement

Restoration, clean up and emergency work after a disaster is costly. Aftermath can help Plantation navigate and apply for FEMA reimbursement to obtain emergency funds to support your restoration and repairs. Our goal is to help your community quickly rebuild after an event, and a key part of that process is receiving all the reimbursement to which you are entitled.

Aftermath's team will work with you to ensure you receive any documentation or other essential information from us to complete the process. We work with all stakeholders, such as FEMA representatives, monitoring firms, Plantation's team, and subcontractors, to ensure maximum eligibility rates.

## Overview of the FEMA Process

All projects eligible for FEMA funding follow a similar process. First your local and state governments respond with currently available resources. Then a damage assessment by local, state, and federal agencies determines the loss and recovery needs. Once this has been assessed, the Governor can issue a major disaster declaration and commit state funds to the project. FEMA will then evaluate the request and make their recommendations to the White House for the President to approve or deny a request for a federal emergency declaration. Upon approval, funds will be released shortly after.

**We Help:**

- Navigate and apply for FEMA Reimbursement
- Gather documentation and essential information from us
- Coordinate with FEMA representative, monitoring firms, and subcontractors for maximum eligibility

To qualify for FEMA reimbursement you must prove:

- The restoration is the result of an emergency or disaster event
- The restoration is located within a designated emergency or disaster area
- The restoration is under your legal responsibility.

If all requirements are met, you can receive funding in as little as a few weeks, or as long as a few months.

Aftermath has worked with many agencies to receive FEMA reimbursements after a disaster. We will help assist and provide guidance on the process as Plantation needs. If desired, Aftermath will host a FEMA training session to guide your team through the FEMA requirements and how to prepare for them.

# FEMA adherence

Aftermath Disaster Recovery's projects primarily receive FEMA reimbursement, but we have extensive experience with NRCS, NRDA, and HUD CDBG-DR grant funding sources as well.

Following a major disaster, federal funding may be available to help local governments repair or replace damaged facilities. The primary reason that local governments fail to receive reimbursement is the lack of properly documented disaster costs. Since federal payments are based on Project Worksheets, final inspections and audits, the proper documentation of costs is an absolute requirement.

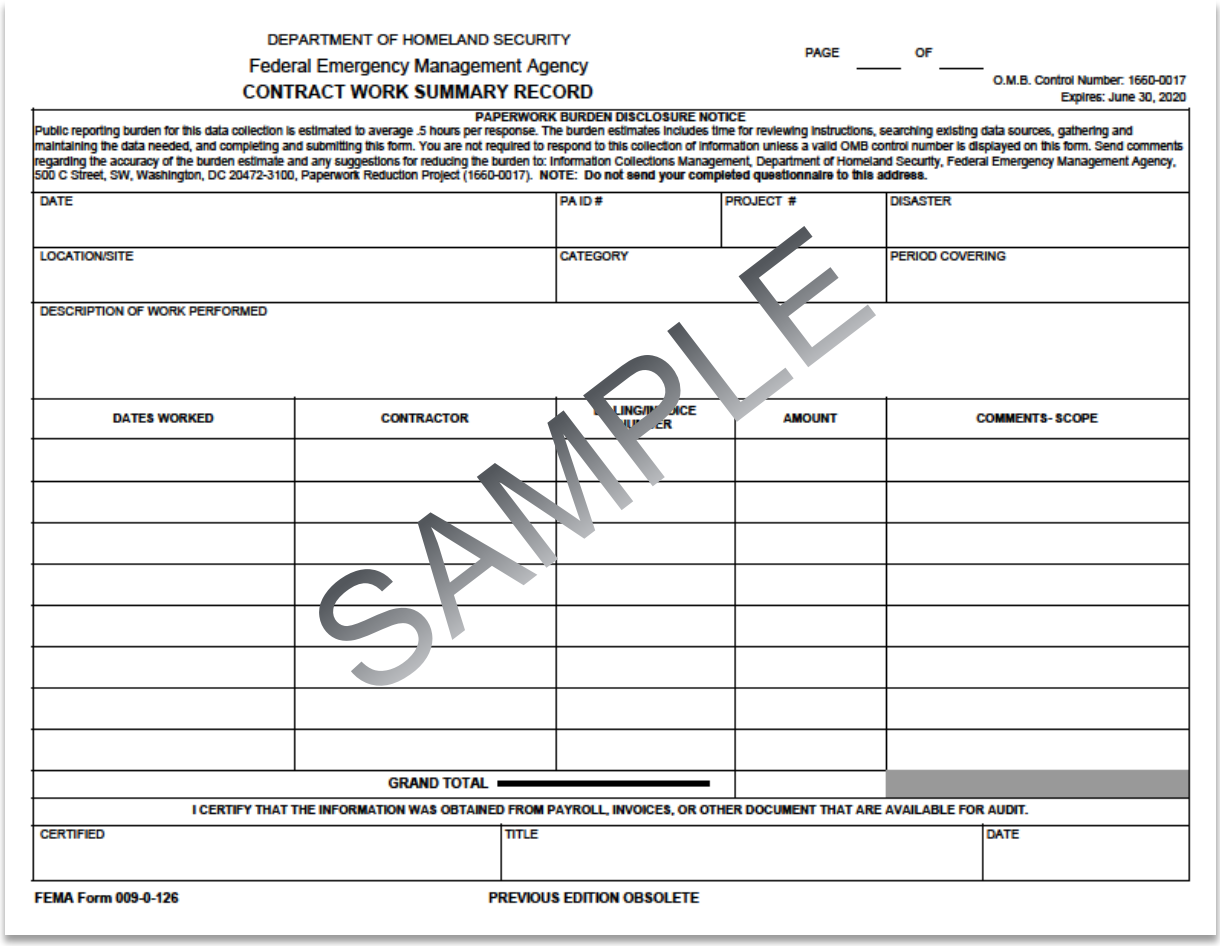

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
**CONTRACT WORK SUMMARY RECORD**

PAGE ____ OF ____

O.M.B. Control Number: 1660-0017
Expires: June 30, 2020

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average .5 hours per response. The burden estimates includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0017). **NOTE: Do not send your completed questionnaire to this address.**

| DATE | PA ID # | PROJECT # | DISASTER |
|---|---|---|---|
| | | | |

| LOCATION/SITE | CATEGORY | PERIOD COVERING |
|---|---|---|
| | | |

DESCRIPTION OF WORK PERFORMED

| DATES WORKED | CONTRACTOR | BILLING/INVOICE NUMBER | AMOUNT | COMMENTS- SCOPE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| GRAND TOTAL | | | | |

I CERTIFY THAT THE INFORMATION WAS OBTAINED FROM PAYROLL, INVOICES, OR OTHER DOCUMENT THAT ARE AVAILABLE FOR AUDIT.

| CERTIFIED | TITLE | DATE |
|---|---|---|
| | | |

FEMA Form 009-0-126 PREVIOUS EDITION OBSOLETE

SAMPLE

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

O.M.B. Control Number: 1660-0017
Expires: June 30, 2020

## PROJECT WORKSHEET

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average 1.30 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is not required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472, Paperwork Reduction Project (1660-0017) **NOTE: Do not send your completed form to this address.**

| DISASTER<br>FEMA - _____ -DR- _____ | PROJECT # | PA ID # | DATE | CATEGORY |
|---|---|---|---|---|
| DAMAGED FACILITY | | | WORK COMPLETE AS OF<br>_____ : _____ % | |
| APPLICANT | | COUNTY | | |
| LOCATION | | | LATITUDE | LONGITUDE |
| DAMAGE DESCRIPTION AND DIMENSIONS | | | | |
| SCOPE OF WORK | | | | |

Does the Scope of Work change the pre-disaster conditions at the site? ☐ YES ☐ NO

Special Considerations issues included? ☐ YES ☐ NO  Hazard Mitigation proposal included? ☐ YES ☐ NO

Is there insurance coverage on this facility? ☐ YES ☐ NO

**PROJECT COST**

| ITEM | CODE | NARRATIVE | QUANTITY/UNIT | UNIT PRICE | COST |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | TOTAL COST | |

| PREPARED BY | TITLE | SIGNATURE |
|---|---|---|
| APPLICANT REP. | TITLE | SIGNATURE |

**FEMA FORM 009-0-91** **PREVIOUS EDITION OBSOLETE**

Sample

# Disaster Debris Management Site (DDMS)

When disaster strikes, the best way for a speedy recovery is to follow a proven process that works. That's why Aftermath has a comprehensive plan to manage the collection and disposal of debris and contaminated materials safely and efficiently through a designated DDMS. We do this by thoroughly planning out the site and running an efficient staging, reduction (if applicable), and removal process.

## DDMS Planning & Management

### Site Establishment

Before any work begins, Aftermath first assists the City of Plantation in determining the best DDMS locations from all available options. Once the site(s) is identified, photographs and videos are taken to record site conditions prior to usage. Soil samples may also be collected to establish the soil conditions.



## Perimeter controls

Responsible disaster debris clean up requires the strictest perimeter controls to prevent waste and contaminants at the DDMS from entering the surrounding environment or community. Depending on the location of the DDMS and the nature of the debris, one or more perimeter controls will be used:

- Stormwater controls (e.g.: curbs, berms, hay bales, silt fences)
- Wind controls (e.g.: slatted fencing, tarping, or appropriate covers)
- Preventative spill measures (e.g.: oil booms or filter fabric inlet protection)
- Preventative tracking measures (e.g.: gravel, quarry blend, or rumble strips at exits)

Aftermath is so confident in our perimeter controls, that in the unlikely event a spill or leak occurs, we will take immediate action to get the leak under control, report the incident to local authorities, and pay all clean up costs associated with the spill.

## Inspection Towers

To provide a safe location for monitors to inspect truck loads, Aftermath will construct at least one OSHA- and FEMA-compliant inspection tower or adequate scissor lift. The tower will safely fit at least three individuals at a time with 64 square feet of usable floor area.

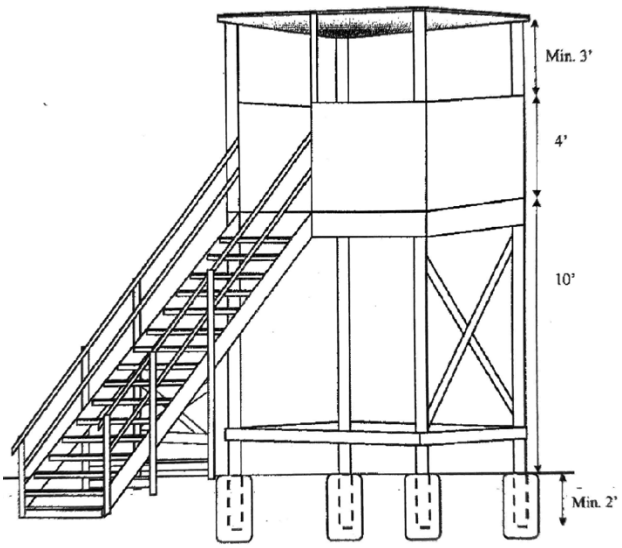


Example Inspection Tower Drawing

## On-site Personnel

To oversee the safety and compliance, Aftermath ensures the following staff are on all DDMS sites:

- **DDMS Foreman:** responsible for monitoring and documenting equipment and labor time.
- **DDMS Safety Manager:** responsible for traffic control and ensuring site operations remain compliant with state and federal Occupational Safety and Health (OSHA), FEMA, and environmental regulations
- **DDMS Site Manager:** oversees debris removal contractors and on-site debris processing contractors to ensure they are compliant with their contract.

# DDMS Operations

**Debris Staging → Debris Reduction → Final Disposal**

## Debris Staging

Once the DDMS site begins operating, debris from nearby areas is brought on-site to this central location. The debris is then staged according to its classification, such as vegetative debris, C&D, and household waste. Each DDMS site is monitored to ensure debris is separated into its appropriate classification prior to removal.

## Debris Reduction

In some cases, the DDMS becomes overrun with debris before it is time to haul the debris to final disposal. In these situations, Aftermath can perform reduction activities, such as grinding vegetative waste to mulch or incineration. As part of establishing the DDMS, we will work with the City of Plantation to determine if reduction will be needed for the specific project.

## Debris Recycling

Aftermath believes that all vegetation should get recycled, and we work with our clients to make sure all rules and regulations are met with this goal in mind. Recycling mulched debris benefits local landfills and the City by reducing waste that would otherwise take up space in a landfill, providing the landfill with cover, and often has a lower final disposal cost.

## Hauling Debris to Final Disposal

The staged debris will be hauled to final disposal at the designated location. To measure and control debris removal, when debris is moved from the temporary debris site to final disposal a load ticket is issued from the monitor. The load is then driven directly to the Final Disposal Site to dispose of the debris in accordance with all federal, state, and local rules and regulations.

# DDMS Breakdown

## Site Remediation

When the site is no longer needed, it will be closed once all temporary structures, materials, and waste have been removed from the premise. Aftermath will return the site to its original condition prior to the project, including analyzing site samples to ensure they meet EPA guidelines.

For your convenience, Aftermath will provide written notification of the site closure, including all chain of custody records for the project.

# Recycling

Aftermath's DDMS management focuses on being labor and cost effective, prioritizing environmental responsibility, and reducing the impact of operations for your residents and surrounding community. Our operations ensure the effective use of resources to appropriately reduce, recycle and/or dispose of debris while maintaining compliance with federal, state, and local laws and regulations. We maintain careful documentation and close communication with Plantation and its representatives throughout the project in order to best meet the City's recycling specifications for each project. Aftermath is committed to solutions that are cost-effective and benefit both the environment and the Plantation communty.

**Why Recycle**

Recycle Vegetative Debris

- Reduces Waste In Landfills
- Provides Cover For Landfill
- Results in Cost-Effective Operations

Re-using and recycling debris is important because vegetative debris quickly adds needless bulk to landfills. Mulching it and spreading it for cover reduces the volume by as much as 75% and benefits the landfill by saving space and money. While not all C&D is eligible for recycling, metal, concrete, asphalt, and masonry can all be recycled at appropriate locations. Even White goods, once professionally emptied of hazardous materials, can be recycled. Aftermath is dedicated to good stewardship of our environment and resources. We will work to make sure as much debris as possible is reduced for re-use or recycling, and other debris will be hauled to a City-designated final disposal site. Aftermath pursues the best resource-management practices to benefit both the environment and the City of Plantation.

## Demobilization Process

After TDSR closeout procedures have been completed and approved, the Project Manager will begin demobilization to remove all equipment from the area. This process is often completed within 36 hours, including the delivery of all final project reports and documentation.

## Post Project

Once Plantation's project is deemed complete, Aftermath is available for Post-Disaster Recovery meetings to discuss the operations, training, monitoring, and development of the project as a review and for the future preparation of the City of Plantation.

# Safety Record and Training

Aftermath Disaster Recovery, Inc.'s safety record reflects our commitment to the safety of our crews while being in a high-risk industry. Because we perform virtually all our own work as opposed to subcontracting our labor out, our incident exposure is greater. We have, however, an incentive to ensure a safe work environment and promote a culture of safety because the actual work being performed is covered by our insurance. Our safety manual is available for review upon request.

| | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|
| Total Recordable Incidents | 1 | 0 | 0 | 0 | 0 |
| Total Lost Workdays | 30 | 0 | 0 | 0 | 0 |
| Total Incidents involving a fatality | 0 | 0 | 0 | 0 | 0 |
| Citations/Violations | 0 | 0 | 0 | 0 | 0 |
| Maritime claims asserted | 0 | 0 | 0 | 0 | 0 |
| General Liability claims asserted | 0 | 0 | 0 | 0 | 0 |

## Safety Training



Aftermath provides training for new hires at all levels of responsibility. Supervisors are provided with orientation and trained in all safety rules and materials by top management, and then work alongside current supervisors as a mentor for a two week period to make sure site safety requirements and safety operations are understood.

Our employee training addresses operational issues along with health, safety, and human resources. Because of the nature of our work, it is imperative that our safety policies and procedures are communicated clearly. The safety manager assess training needs and coordinates any necessary training in order to meet the company's minimum training requirements.

We have a track record of consistently and effectively being able to fill all requirements put forth by Plantation.

# Documenting and Resolving Damages

Aftermath is dedicated to full transparency during the entire project. While our processes are clearly defined and our team takes special care when on-site, the unpredictability of disaster debris removal sometimes results in incidental damages. In the event that any incidental damages occur, your Project Manager will personally field all complaints to address 100% of community concerns.

**Damage Resolution**

**100%**

of customer complaints fielded by your Project Manager

To expedite solutions, we aim to resolve all matters typically in one day, but certainly within no more than a few days. If resolutions cannot be reached in this timeframe, the matter will be escalated to Aftermath's general liability carrier immediately.

We take resolving issues seriously, and that's why each step of our process is documented on our tracking form from inception to resolution, ensuring each complaint is adequately addressed. Because our job is to serve Plantation and the community, we believe that how we handle issues is a direct reflection on our commitment to serve, and we always work to find a speedy resolution.

# Sample Incident Report Form

**Incident Report Form**

| Details from Person Completing the Form | | | | | |
|---|---|---|---|---|---|
| Today's Date | | Time | | Incident # | |
| Name | | | Title | | |

| Details of the Incident | | | |
|---|---|---|---|
| Name of Person Reporting | | | |
| Phone | | Email | |
| Address of the Incident | | | |
| | | | |
| Description of damages | | | |
| | | | |
| Name of Contractor/Subcontractor/ Individual (if known) | | | |

| Follow Up | | | | |
|---|---|---|---|---|
| Investigated by | | | Date | |
| Plan of action | | | | |
| Damage Attributed to | | | Cost | |
| Expected Date for Resolution | | | | |

| Closeout | |
|---|---|
| Date Release Signed | |

# Plantation, Florida Plan

Aftermath believes that our approach sets us apart from our competitors. When a disaster hits, you are **not** one of a dozen pre-event contracts on our client list. The top levels of our leadership are personally involved with your city to understand your needs and priorities so that we can make sure to direct our operations in the most effective and efficient way possible when a disaster hits. To that end, we offer extensive pre-planning and collaboration, as described in our Pre-Planning section. We share with you our knowledge and experience having worked every major Hurricane since Hurricane Charlie in 2004 so we can get your community back to normal as quickly and efficiently as possible following an event. Finally, with our fleet of owned equipment and our knowledgeable labor force, we do the vast majority of our own work, so from the top to the bottom we are unified and coordinated.

Our resources would be allocated depending on the size of the event.

## Event Type 1: Spot Jobs – Localized

Aftermath is ready to handle large and small events, as well as assist Plantation resources as needed. If a spot job is needed, our team has the experience to provide removal, hauling, and/or reduction by chainsaw to clear localized woody debris.

| ***Operational Approach*** | ***Resources*** |
|---|---|
| Aftermath begins by listening to the representatives of Plantation in order to understand the impact of the event and to determine the City's priorities.<br><br>Conduct post-event assessment to determine scope of damages and equipment needs.<br><br>Aftermath's project manager will deploy the necessary equipment and crews.<br><br>The project manager would also be responsible for quality control.<br><br>In this event, debris would likely be removed and hauled to a local recycling facility. | Project manager<br><br>Self-loaders and skid steer crews |

## Event Type 2: Small Event –City Wide

In case of a small, citywide event, Aftermath is prepared to provide the necessary supervision, qualified personnel, and the equipment to remove, haul and properly dispose of all types of debris with our own resources, making sure government land is properly reclaimed at the conclusion of the work.

| *Operational Approach* | *Resources* |
|---|---|
| Aftermath begins by listening to the representatives of Plantation in order to understand the impact of the event and to determine the City's priorities.<br><br>If a monitoring firm is present, we will begin collaboration for consistent communication and data sharing.<br><br>Aftermath will conduct a post-event assessment to determine scope of damages and equipment needs.<br><br>The Project manager then deploys necessary equipment and crews.<br><br>Aftermath's project manager would also be responsible for quality control.<br><br>Aftermath's 10 company owned self-loader trucks with an average capacity of 170CY provides more than adequate resources to respond to any small event to haul and properly dispose of all types of debris. | Project Manager<br><br>Site manager<br><br>DDMS management equipment, if needed<br><br>Self-loaders and skid steer crews |

## Event Type 3: Significant Event – City Wide

In a significant, citywide event, Aftermath has the capability to remove, reduce, and haul mixed debris to the planned disposal site. Categories of debris are segregated at the DDMS according to type and the DDMS management plan.

| *Operational Approach* | *Resources* |
|---|---|
| Aftermath begins by listening to the representatives of Plantation in order to understand the impact of the event and to determine the City's priorities.<br><br>If a monitoring firm is present, we will begin collaboration for consistent communication and data sharing.<br><br>Aftermath will conduct a post-event assessment to determine scope of damages and equipment needs.<br><br>The Project manager then deploys necessary equipment and crews.<br><br>Aftermath would respond with all company owned assets and, drawing from our pool of vetted | Project manager<br><br>Site manager<br><br>Quality control manager<br><br>DDMS management equipment<br><br>Reduction equipment<br><br>In-house Self-loaders and skid steer crews<br><br>Vetted subcontractor crews. |

| | |
|---|---|
| subcontractors, would mobilize the number of units determined necessary.<br><br>We can provide as many self-loading hauling units that Plantation may request.<br><br>DDMS management will be managed by Aftermath site manager and owned equipment. All reduction site crews are trained in property reclamation in order to thoroughly restore the site at the conclusion of the operation.<br><br>We would provide samples of public messaging the City of Plantation can utilize to instruct the community on methods for segregating debris according to debris type. Messages can include how to stack debris in order to minimize mixed piles of debris.<br><br>We would conduct first and second pass on woody debris which would be reduced and recycled at the DDMS.<br><br>Then we would conduct third and final pass to pick up C&D and mixed piles to be hauled directly to final disposal. | |

## Event Type 4: Catastrophic Event –City Wide

In a catastrophic event, Aftermath is prepared to remove, reduce, recycle and haul mixed debris to multiple disposal sites.

| ***Operational Approach*** | ***Resources*** |
|---|---|
| Aftermath begins by listening to the representatives of Plantation in order to understand the impact of the event and to determine the City's priorities.<br><br>If a monitoring firm is present, we will begin collaboration for consistent communication and data sharing.<br><br>Aftermath will conduct a post-event assessment to determine scope of damages and equipment needs.<br><br>The Project manager then deploys necessary equipment and crews.<br><br>Aftermath's project manager would also be responsible for quality control. | Project manager<br><br>Site manager<br><br>Quality control manager<br><br>DDMS management equipment<br><br>Reduction equipment<br><br>In-house Self-loaders and skid steer crews<br><br>Vetted subcontractor crews. |

| | |
|---|---|
| Aftermath would respond with all company owned assets and, drawing from our pool of vetted subcontractors, would mobilize the number of units determined necessary.<br><br>We can provide as many self-loading hauling units that Plantation may request.<br><br>DDMS management will be managed by Aftermath site manager and owned equipment. All reduction site crews are trained in property reclamation in order to thoroughly restore the site at the conclusion of the operation.<br><br>We would provide samples of public messaging the City of Plantation can utilize to instruct the community on methods for segregating debris according to debris type. Messages can include how to stack debris in order to minimize mixed piles of debris.<br><br>We would conduct first and second pass on woody debris which would be reduced and recycled at the DDMS.<br><br>Then we would conduct third and final pass to pick up C&D and mixed piles to be hauled directly to final disposal. | |

For a small scale project, we would follow our pre-event planning protocol, and our Project Manager would be dispatched. A **total of 5 self-loading debris trucks** would be immediately dispatched to be onsite in 24 hours. **Two DDMS sites** would be established with the City's approval.

Aftermath will review and confirm the zones established during the pre-planning meeting with the City. The city will approve and confirm the locations of the DDMS sites. Work will begin in an orderly and methodically manner. Canals and waterways in the center of the city would be taken into account as the city requests. Our waterway work history and experience is excellent.

For example:

**Zone 1**: Unit 1 will begin at the northern boundary working in the established zone on all east and west roads while progressing south.

**Zone 2**: Unit 2 will begin at the northern boundary of Zone 2, working all east and west roads while progressing south.

**Zone 3**: Unit 3 will begin working Zone 3, which could include neighborhoods with canals, ponds, or other waterway debris, on all east and west roads while progressing south. Unit 3 will utilize a second debris staging area.

**Zones 4 and 5**: Unit 4 will begin working all east and west roads in zones 4 and 5 while progressing south. Unit 4 will utilize the second debris staging area.

**Zone 6**: Unit 5 will begin working all east and west roads in Zone 6 while progressing south. Unit 5 will utilize the second debris staging area.

For a large-scale project, a total of **10 self-loading debris trucks** would be immediately dispatched to be onsite in 24 hours. **Six DDMS sites** would be established.

Zones would be worked in a similar manner as above, using the appropriate number of Units, as needed. DDMS sites are established working with Plantation approval.

# Current Workload

Because we do not have pre-event contracts in effect in the same region as Plantation, it is unlikely that multiple activations would be an issue. However, we have the staffing and resources to handle up to five activations at one time. Plantation is easily made our highest priority and a very accessible location for us.

## Personnel Availability

Aftermath Disaster Recovery has been solely dedicated to disaster recovery work since our inception in 2013. As such, we have the expertise to understand what eligible debris is, and we remove that debris more efficiently than anyone else. In addition to efficient work, we believe in treating others the way we would want to be treated. So we strategically seek contracts that are not within 100 miles of an existing client so that our clients know they are number one on our list should a disaster occur.

## Current Debris Contracts in Florida

| *Contract Agency* | *Status* | *Completion Date* |
|---|---|---|
| Charlotte County, Florida | Active | |
| Dog Island Conservation District of Franklin County, Florida | Pre Event | October 1, 2024 |
| City of Pembroke Park, Florida | Pre Event | |
| City of St. Pete Beach | Pre Event | March 22, 2024 |

# Available Resources

To meet Plantation's needs, Aftermath Disaster owns a fleet of ten self-loading, debris-hauling truck and trailer combination units that have approximately 170 cubic yard capacity per unit. All of our equipment is well maintained in order to minimize breakdowns. We have staff mechanics on our maintenance crew who are always on hand in case a mechanical failure occurs which further reduces down time. Our mobile service trucks are equipped to handle anything but the most major of breakdowns.

Additionally, because we have been in the disaster recovery business for over a decade, we have relationships with a plethora of storm debris contractors—from organizations with fleets to the one-man owner-operator. We can draw on our substantial subcontractor registry to mobilize as many units as the Plantation may require.




## Company Owned Equipment List

| Year | Make | Model | Description | VIN#/Company ID # | Asset Class |
|---|---|---|---|---|---|
| 2022 | PETE | 567 | Truck, loader | 1NPCL40XXND775649 | VEHICLE |
| 2022 | PETE | 567 | Truck, loader | 1NPCL40XXND775650 | VEHICLE |
| 2022 | PETE | 567 | Truck, loader | 1NPCL40XXND775651 | VEHICLE |
| 2022 | PETE | 567 | Truck, loader | 1NPCL40XXND775652 | VEHICLE |
| 2007 | FRGHT | TR | Truck, loader | 1FVMC5DE27HY25596 | VEHICLE |
| 2002 | Sterling | LT | Truck, loader | 2FZHAZA892AJ63622 | VEHICLE |
| 1987 | KW | TR | Truck, loader | 1XKWDB9X4HS340685 | VEHICLE |
| 1994 | KW | W900 | Truck, loader | 1XDDB9XXRJ621484 | VEHICLE |
| 1995 | Ford | TR | Truck, loader | 1FDZY90T8SVA08301 | VEHICLE |
| 1992 | WSTR | TR | Truck, loader | 2WLPCCCH1NK930453 | VEHICLE |

| Year | Make | Model | Description | VIN#/Company ID # | Asset Class |
|---|---|---|---|---|---|
| 1986 | FRGHT | TR | Truck, loader | 1FUPYSYBOGH275039 | VEHICLE |
| 1994 | KW | T800 | Truck, loader | 1XKDDB9XXRJ621484 | VEHICLE |
| 2006 | Sterling | TR | Truck, haul | 2FWJA3AV26AU51554 | VEHICLE |
| 1997 | PETE | TR | Truck, haul | 1XP5DB9X3VN431334 | VEHICLE |
| 2001 | INTL | TR | Truck, tool | 1HTSCAAM91H376645 | VEHICLE |
| 1991 | Ford | F700 | Truck, pickup | 1FDNK74PXMVA36377 | VEHICLE |
| 2007 | Chev | 2500HD | Truck, pickup | 1GCHK23637F501674 | VEHICLE |
| 2019 | Ford | F250 | Truck, pickup | 1FT7W2BT3KEE40607 | VEHICLE |
| 2019 | Chev | Suburban | Truck, SUV | 1GNSKHKC4KR186883 | VEHICLE |
| 1982 | Transcraft | TR | Trailer | TC16976 | TRAILER |
| 1984 | Grai | DP | Trailer | G8418078 | TRAILER |
| 2006 | Transcraft | FB | Trailer | 1TTE5320761079356 | TRAILER |
| 2006 | Transcraft | FB | Trailer | 1TTE5320361079354 | TRAILER |
| 1999 | KIDR | VN | Trailer, enclosed | 1K9132811X2054014 | TRAILER |
| 1987 | Town | FB | Trailer, flatbed | 2237 | TRAILER |
| 1992 | Frue | FB | Trailer, flatbed | 1H2P05029NW038402 | TRAILER |
| 1998 | RDIH | FB | Trailer, flatbed | 47SF252T8W1013601 | TRAILER |
| 2000 | Vern | FB | Trailer, flatbed | 5B7291866Y000368 | TRAILER |
| 2003 | Hmde | FB | Trailer, flatbed | MS15TL00X00009056 | TRAILER |
| 1993 | TARA | FB | Trailer, flatbed | 1T9EA4881P1204398 | TRAILER |
| 2000 | BTEX | UT | Trailer, gooseneck | 4K8GX2624Y1361276 | TRAILER |
| 2002 | GENR | FB | Trailer, loader | 112H8V329YL056277 | TRAILER |
| 2004 | Load | UT | Trailer, loader | 4ZECF182741168639 | TRAILER |
| 2020 | Braz | LB | Trailer, lowboy | 4B9BKLT37LH054725 | TRAILER |
| 1999 | Trai | SD | Trailer, stepdeck | 067453 | TRAILER |
| 1999 | RAVE | FB | Trailer, stepdeck | 1R1F44826XK990418 | TRAILER |
| 1998 | Bels | UT | Trailer, utility | 16JF0242W1031911 | TRAILER |
| 2000 | CM | VN | Trailer, utility | 49TCB1018Y1048331 | TRAILER |
| 2018 | DownToEarth | DTE824D07B | Deckover trailer | 5MYDD2425JB061521 | TRAILER |
| 2020 | Kubota | 95 | Skid Steer | KBCZ063CPL1G52111 | EQUIPMENT |
| 2015 | Bobcat | A300 | Skid Steer | 572315561 | EQUIPMENT |
| 2008 | Bobcat | A300 | Skid Steer | 541321755 | EQUIPMENT |
| 2007 | Bobcat | A300 | Skid Steer | 539911943 | EQUIPMENT |
| 2005 | Bobcat | A300 | Skid Steer | 526411597 | EQUIPMENT |
| 2003 | Bobcat | A300 | Skid Steer | 521111459 | EQUIPMENT |
| 2002 | Kobelco | SK250LC | Excavator | LL08-U0520 | EQUIPMENT |
| 2013 | Morooka | MST3000VD | Tracked dump | A300106 | EQUIPMENT |
| 2014 | Pans | 12x4 | Aluminum pans | Childress custom | PANS |
| 2019 | CanAm | 8MKC | ATV, Defender Max | 3JBUCAP48KK001225 | VEHICLE |
| 2005 | HM | 42 | Barge | NJZ44968HULL | VESSEL |
| 2005 | HM | 45 | Barge | NJZ44969HULL | VESSEL |
| 2017 | HM | 40 | Barge | TX94056 | VESSEL |

| Year | Make | Model | Description | VIN#/Company ID # | Asset Class |
|---|---|---|---|---|---|
| 2015 | HM | 40 | Barge | TX56125 | VESSEL |
| 2018 | HM | 40 | Barge | TX45821 | VESSEL |
| 2008 | Child | Barge | Barge, aluminum deck | TQE01190E808 | VESSEL |
| 1979 | Panther | 15 | Airboat | PAP019000079 | VESSEL |
| 2006 | SilverDollar | 21' | Airboat | OK501108G506 | VESSEL |
| 2008 | HM | 45 | Vessel | NCZ38635D808 | VESSEL |
| 2004 | Skiff | 24 | Boat | EKHA2509J304 | VESSEL |
| 2004 | Skiff | 24 | Boat | EKHA3061J221 | VESSEL |
| 2004 | Skiff | 24 | Boat | EKHL3496J115 | VESSEL |
| 2003 | Coam | LT | Travel trailer | 1TC2B046233001255 | BUNKHOUSE |
| 2012 | KYRV | TV | Travel trailer | 4YDT28122CD420049 | BUNKHOUSE |
| 2019 | Starcraft | AutumnRidge | Travel trailer | 1SABSOBPOK2BL5092 | BUNKHOUSE |
| 2019 | Starcraft | AutumnRidge | Travel trailer | 1SABSOBP1K2BL5165 | BUNKHOUSE |
| 2019 | Starcraft | AutumnRidge | Travel trailer | 1SABSOBP8K2BL5163 | BUNKHOUSE |
| 2017 | Morbark | 6600 | Horizontal grinder | | GRINDER |
| 2017 | Morbark | 6600 | Horizontal grinder | | GRINDER |
| 2016 | Caterpillar | 320 | with shear | | EXCAVATOR |
| 2017 | Caterpillar | 326 | with thumb | | EXCAVATOR |
| 2019 | John Deere | 650 | dozer | | BULLDOZER |

# Sample Truck Certificate and Placard

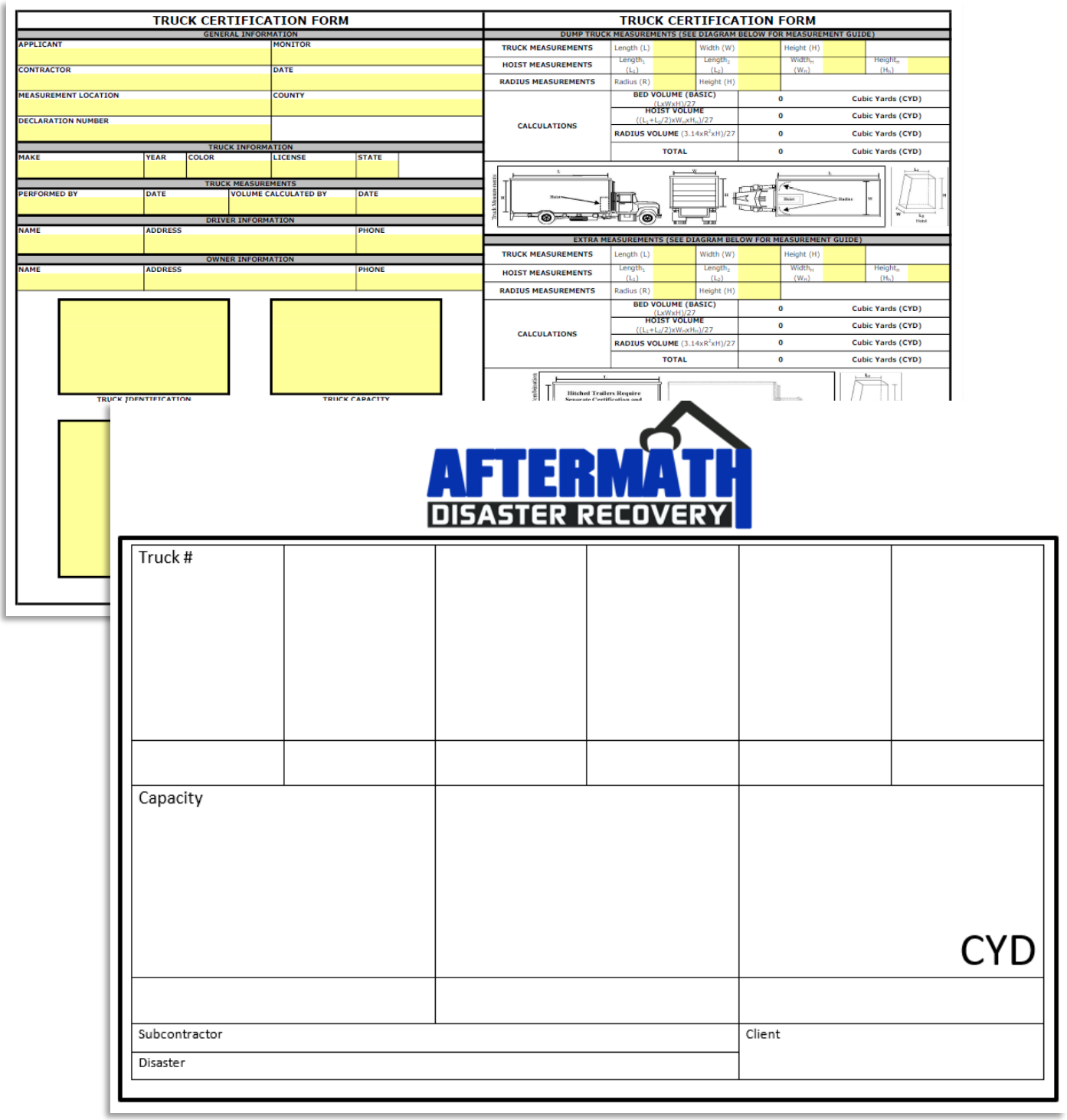

**TRUCK CERTIFICATION FORM**

**GENERAL INFORMATION**

| | |
|---|---|
| APPLICANT | MONITOR |
| CONTRACTOR | DATE |
| MEASUREMENT LOCATION | COUNTY |
| DECLARATION NUMBER | |

**TRUCK INFORMATION**

| MAKE | YEAR | COLOR | LICENSE | STATE |
|---|---|---|---|---|
| | | | | |

**TRUCK MEASUREMENTS**

| PERFORMED BY | DATE | VOLUME CALCULATED BY | DATE |
|---|---|---|---|
| | | | |

**DRIVER INFORMATION**

| NAME | ADDRESS | PHONE |
|---|---|---|
| | | |

**OWNER INFORMATION**

| NAME | ADDRESS | PHONE |
|---|---|---|
| | | |

TRUCK IDENTIFICATION

TRUCK CAPACITY

**TRUCK CERTIFICATION FORM**

**DUMP TRUCK MEASUREMENTS (SEE DIAGRAM BELOW FOR MEASUREMENT GUIDE)**

| | | | | |
|---|---|---|---|---|
| TRUCK MEASUREMENTS | Length (L) | Width (W) | Height (H) | |
| HOIST MEASUREMENTS | $Length_1$ ($L_1$) | $Length_2$ ($L_2$) | $Width_n$ ($W_n$) | $Height_n$ ($H_n$) |
| RADIUS MEASUREMENTS | Radius (R) | Height (H) | | |

| | | | |
|---|---|---|---|
| CALCULATIONS | BED VOLUME (BASIC) (LxWxH)/27 | 0 | Cubic Yards (CYD) |
| | HOIST VOLUME $((L_1+L_2/2)xW_nxH_n)/27$ | 0 | Cubic Yards (CYD) |
| | RADIUS VOLUME $(3.14xR^2xH)/27$ | 0 | Cubic Yards (CYD) |
| | TOTAL | 0 | Cubic Yards (CYD) |



**EXTRA MEASUREMENTS (SEE DIAGRAM BELOW FOR MEASUREMENT GUIDE)**

| | | | | |
|---|---|---|---|---|
| TRUCK MEASUREMENTS | Length (L) | Width (W) | Height (H) | |
| HOIST MEASUREMENTS | $Length_1$ ($L_1$) | $Length_2$ ($L_2$) | $Width_n$ ($W_n$) | $Height_n$ ($H_n$) |
| RADIUS MEASUREMENTS | Radius (R) | Height (H) | | |

| | | | |
|---|---|---|---|
| CALCULATIONS | BED VOLUME (BASIC) (LxWxH)/27 | 0 | Cubic Yards (CYD) |
| | HOIST VOLUME $((L_1+L_2/2)xW_nxH_n)/27$ | 0 | Cubic Yards (CYD) |
| | RADIUS VOLUME $(3.14xR^2xH)/27$ | 0 | Cubic Yards (CYD) |
| | TOTAL | 0 | Cubic Yards (CYD) |




AFTERMATH DISASTER RECOVERY

| | | | | | |
|---|---|---|---|---|---|
| Truck # | | | | | |
| | | | | | |
| Capacity | | | | | CYD |
| | | | | | |
| Subcontractor | | | | | Client |
| Disaster | | | | | |

# Quality Control Plan

## Purpose

Aftermath Disaster Recovery, Inc.'s Quality Control Plan (QCP) for projects is established to maintain the highest quality work and best practices in the industry.

To assure compliance with the requirements of the contract, the QCP applies to all phases of work on the project in accordance with the contract. All subcontractors and suppliers will adhere to Aftermath's established procedures and policies. The QCP covers all aspects of the debris operation and includes safety at all work sites including debris collection sites and DDMS.

## Quality Control Management

Aftermath's core values include performing quality work. Because most of our work is self-performed, we have a high incentive to closely monitor the quality and practices of our work. The personalized attention each project receives is a core component of our Quality Control practice. The project team, including full-time staff and any sub-contractors, report to the ADR Project Manager and the Vice-President of Operations.

Aftermath's project manager assigned to the project will be the first point of contact for any quality control questions. Quality management practices and principles are reviewed and tailored as needed to meet the needs of the organization and the project.

## Procedures

Aftermath firmly believes that written quality control testing and inspection procedures create a strong Quality Control Plan. Our documentation revisions are periodically distributed and available to staff and any subcontractors working with Aftermath.

As a component of Aftermath's management practices, communication practices include daily reports which capture the main activities of each day. These reports summarize the work performed, the types of equipment on-site and the hours of operation during the reporting period. Any inspections and tests conducted, along with the results, are also recorded on the report.

In addition, Aftermath maintains safety protocols for workers and visitors to DDMS and debris collection sites. OSHA and environmental requirements are met, and a safety officer is assigned to the project for the duration of the contract. Worker protection, traffic control, and work zone safety practices are enforced. Any deficiencies found during the work process are reported and proposed remedial activities are implemented to remedy existing non-conformances.

Aftermath employees and subcontractors will follow Aftermath's protocols for determining decisions on questionable debris. Staff are trained and knowledgeable regarding debris, debris segregation, and proper loading and unloading procedures as well as inspecting

trucks. Work must be satisfactorily completed and accepted by Aftermath in accordance with the contract and project requirements.

To ensure best practices and procedures for quality control, Aftermath maintains

- Up-to-date training for personnel
- Services, equipment, and other supplies that conform to specified requirements
- Well-maintained equipment, managed by on-site staff mechanics
- Certifications for special processes, procedures, and equipment

## Non-Conformance (NCF)

A Non-Conformance exists when a deficiency is discovered with either a procedure, result, or equipment. The Project Manager will initiate a Non-Conformance Report (NCR) when an issue is noted. Plantation may also opt to request an NCR if they feel the Contractor is not being responsive. Each NCR shall be categorized based upon the root cause of the NCR as determined by the Vice President of Operations.

*"This project has been a complete success in all aspects. Not only has this company cleaned the extremely overgrown canal in a timely manner, it is a very professional company with great employees and management."*

-Krista Ray

*Property Manager: Sun'n'Shade RV Resort*

# Services and Support



Debris removal from Oyster Creek

When a disaster strikes in your backyard, Plantation can rely on Aftermath to help you quickly and efficiently recover. We manage all aspects of clean up and debris removal, which allows you to focus on other aspects of the restoration and day-to-day operation of your community. Over the past seven years, Aftermath has helped our clients from Colorado to New Jersey and along the Gulf and Atlantic coasts recover from events such as tornadoes, hurricanes, major storms, flooding, and ice storms. We have supported our clients after large events, such as Hurricane Harvey, and lesser-known disasters, such as straight-line wind events. With our extensive experience in natural disaster clean up projects, we know what needs to be done and can create your custom clean up plan quickly and with as minimal impact to your citizens and community as possible.

Our services include:

- **24-Hour Emergency Push Crews.** Immediately following an event, it is critical to clear rights-of-way for emergency workers and to make roads navigable. With our emergency push crews, we clear all roads within 72 hours.
- **Disaster Clean Up.** Disaster clean up allows communities to get on the path to recovery as soon as possible. From site preparation to demolition to construction to hazardous waste removal, we have the equipment and expertise to get the job done.
- **Debris Removal.** We help remove and dispose of all types of debris, from trees to sand to clearing land.
- **Waterway Debris Removal.** When debris is pushed into waterways, such as canals, marshes, bays, and the ocean, we quickly and delicately remove those objects to cause as little impact as possible on the ecosystems.
- **Coastal Restoration.** Stunning shorelines and beaches can be devastated within hours of an event. We help to reclaim these spaces with services such as Oil Spill Clean up, Beach Replenishment, Wetlands Restoration, and Beach Sand Screening & Replacement.

Plantation can rely on Aftermath's support no matter how large or small the disaster. Our hands-on leadership team will be available to you to identify the best path forward for your community, getting you back to everyday life as quickly as possible.

# Section 3: Work Experience

# Qualifications

When disaster strikes, Plantation needs reliable disaster recovery experts to come in and clean up quickly with minimal disruption to your residents and the local environment. Aftermath's experts each bring over a decade of experience in cleaning up natural and man-made disasters around the United States, including the most recent devastation caused by Hurricanes Ian, Idalia, Beryl, and Helene.

Our team and equipment are able to provide full-service debris removal for small- and large-scale disaster clean up projects. To date, Aftermath has successfully completed over $20 million worth of debris removal projects and removed over one million cubic yards of debris with our own forces alone.

While many big disaster recovery firms have an endless list of clients they struggle to support, with Aftermath, Plantation receives a company that emphasizes:

**Aftermath Stats**

**100%**

Women-Owned

**HUB**

Contractor

**Texas**

Based Business

- **Certifications for Ground Teams**: The majority of Aftermath's ground teams are individually FEMA-certified, which means the people doing the actual work are always up-to-date on the legal regulations and best practices.
- **Equipment Reliability**: Broken or damaged equipment causes delays, and that's not acceptable. To minimize downtime resulting from equipment failure, Aftermath's Heavy Equipment Manager ensures that every piece of owned equipment is well-maintained. Whenever possible, Aftermath will use our own vehicles and equipment for Plantation's project. In the event that additional equipment or personnel is needed, Aftermath can call upon its team of trusted external subcontractors to get your job done with the same high quality. (For more about how and when Aftermath would integrate subcontractors into your project, see Subcontractor Management section.)
- **Personalized Service**: Aftermath is big enough to handle clean up projects in excess of $10 million, yet small enough to provide Plantation with personalized service from the entire team, including the company's owners and the senior leadership team.
- **Pre-Event Planning:** Prior to each season, Aftermath can meet with Plantation's team to hold a pre-season planning session. This will allow us to identify any DDMS locations in advance, develop specific approaches to different sized events, and create a tactical plan that can be implemented the moment disaster strikes.

This planning session allows us to spend more time recovering when an event occurs.

Aftermath is proud to be a 100% women-owned business, a certified HUB contractor in Texas, and a certified specialty marine contractor in Florida.

As a Texas-based company, disaster is not just a job for us. Much of our team lives in Texas, an area frequently hit by storms and severe weather events. Our team members have experienced the devastation of natural disasters firsthand and are motivated to go the extra mile so others are able to quickly return to normal. With this contract, our team is ready to serve Plantation and your community the moment disaster strikes so you can experience the calm after the storm.

*"Aftermath Disaster Recovery performed waterway debris removal services for Harris County Flood Control District [in Texas] following historic flooding from Hurricane Harvey. HCFCD was very pleased with their work on a difficult project.*

*Jeff Jowell*
*Harris County flood Control District*

# Past Experience

Since its founding, Aftermath has supported our clients' recovery from events of all sizes. Our breadth of experience is evidenced by Aftermath's involvement in the cleanup efforts of every major hurricane since Hurricane Charlie in 2004. From cleaning up after hurricanes to helping communities recover from ice storms, our team is prepared to assist Plantation after any event.

As you can see from our example projects below, Aftermath's expertise spans many different types of projects. The very nature of this Pre-Event contract implies that we do not know what type of event may hit Plantation's community. Fortunately for Plantation, our specialty is listening to your needs, and then using our specific skills and experience to serve you. Because we perform our own work in addition to managing projects, we have hands-on knowledge about how to most effectively execute operations. We strive to serve our clients and help them meet their project goals. For example, if Plantation is seeking FEMA reimbursement for an event, we have the experience to advise you on how to obtain maximum reimbursement.

Our experience list includes several projects that are similar in size and scope. In 2023 – 2024 we have performed projects cleaning up after hurricanes in both Texas and in Florida. Our work in Lee and Charlotte Counties in Florida as well as with Harris County, Texas, demonstrates our ability to respond to multiple activations. Notice our prime projects in Florida, highlighted below in our experience chart. Our recent experience demonstrates our abilities in Florida in addition to the more than twenty projects we have successfully worked.

In short, Aftermath's extensive experience working on projects both large and small with a hands-on approach means you can trust that we will be ready to help you recover the minute disaster strikes.

*"Thanks for your efforts! Your crew is fast and efficient.*
*[The county] should know the canal clean-up is in professional hands."*

*Alan B., President*
*Avalon Bay Condo Association*

# Past 5 Year Experience

| Agency | ST | Event | Description of project | Start and End Date | Final Project Cost | Project Details | Point of Contact | Phone Number | Email |
|---|---|---|---|---|---|---|---|---|---|
| Southwest Florida Water Management District | FL | Hurricane Ian | Prime Contractor for removing hurricane-generated debris from the Flint Creek Canal located in Hillsborough County. Obtained ROE agreements, removed and mulched vegetative debris, and spread resulting chips in compliance with SWFWMD and FDEP standards. | 1/8/2024 – 1/14/2024 | $638,000 | 15,909 LF | Chris McCall | (352) 279-5448 | Chris.McCall@swfwmd.state.fl.us |
| Suwannee River Ashbritt | FL | Hurricane Idalia | Removed storm-generated waterborne debris in difficult-to-reach areas of the Suwannee River following Hurricane Idalia. | 9/6/2023 – 10/23/2023 | $836,110.88 | 10,550 CY | Danny Sides | (336) 215-5409 | dsides@ashbritt.com |
| Charlotte County | FL | Hurricane Ian | Prime Contractor for the removal, hauling, and disposal of trees, logs, stumps, brush, and other rubbish in waterways, canals, drainage ditches, and retention ponds, funded by the NRCS. | 5/15/2023 – 1/25/2024 | $15,009,406 | 39,651 Tons | Karen Bliss | (941) 575-3642 | karen.bliss@charlottecountyfl.gov |
| Lee County | FL | Hurricane Ian | Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, and rubbish generated from waterways, canals, and drainage ditches. | 6/26/2023 – 9/30/2023 (expected) | $12,800,000 | 160,000CY | Phil Gillogly | (239) 850-2636 | pgillogly@leegov.com |
| City of Dallas Arbor Masters | TX | On-Call | Collection of bulk debris from City of Dallas collection sites and hauling to final disposal facility | 9/1/2022 - 7/15/2023 | $633,880 | N/A | Monique Jackson | (405) 312-1710 | mjackson@arbormasters.com |
| City of Austin Ceres | TX | 2023 Ice Storm | Cut, collection, and hauling nearly 100,000 CY of debris consisting of fallen or hazardous trees and limbs from right-of-ways in the City of Austin following ice storm | 2/6/2023 - 4/30/2023 | $498,095 | 99,619 CY | Simon Neuens | (906) 239-7476 | |
| Florida Department of Emergency Management SWFL Response LLC | FL | Hurricane Ian | Performed FEMA funded FDEM debris removal project utilizing our barges on tidally impacted waterways in Lee County. | 12/2/2022 - 2/26/2023 | $2,446,722 | 37,642 CY | Joe Cejka | (954) 826-6960 | jcejka@ashbritt.com |

| Agency | ST | Event | Description of project | Start and End Date | Final Project Cost | Project Details | Point of Contact | Phone Number | Email |
|---|---|---|---|---|---|---|---|---|---|
| Lee County | FL | Hurricane Ian | Prime Contractor for FEMA funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, and rubbish generated from waterways, canals, and drainage ditches. | 11/29/2022 – 12/16/2022 | $5,766.108 | 69,793 CY | Phil Gillogly | (239) 850-2636 | pgillogly@leegov.com |
| City of Northport<br>Optimal Recovery LLC | FL | Hurricane Ian | Debris removal, hauling, and disposal from city right-of-ways in Northport, Florida | 10/6/2022 – 12/3/2022 | $905,965 | 184,218 CY | Brent Reedy | (352) 206-5541 | optimalrecovery@tampabay.rr.com |
| City of Austin<br>DRC | TX | On-Call | Collection of bulk debris from City of Austin right-of-ways and hauling to final disposal facility | 5/1/2022 – 6/26/2022 | $215,829 | N/A | Shaun Meek | (469) 628-3390 | |
| "Terrebonne Parish<br>DRC" | LA | Hurricane Ida | Right of way debris removal and hauling resulting from Hurricane Ida. Over 200,000CY of debris removed with our fleet of trucks. | 9/9/2021 - 4/17/2022 | $1,068,413 | 213,683 CY | Glen Nelson | 504-214-2892 | nelsonbros@cox.net |
| Terrebonne Parish<br>DNR Group | LA | Hurricane Ida | Responsible for collecting, hauling, and disposing of storm-generated vegetative and other debris in waterways of Terrebonne Parish | 12/15/2021 – 5/22/2022 | $2,341,543 | 39,036 CY | Glen Nelson | 504-214-2892 | nelsonbros@cox.net |
| Bayou La Fourche<br>DNR Group | LA | Hurricane Ida | Responsible for collecting, hauling, and disposing of storm-generated vegetative and other debris in waterways of Bayou La Fourche and St. Charles Parish | 10/25/21 – 3/01/2022 | $619,704 | 10,328 CY | Glen Nelson | 504-214-2892 | nelsonbros@cox.net |
| Northwest Florida Water Management District | FL | various | As a pre-qualified contractor for the District, we have performed various projects ranging from rebuilding roads, delivering road-building materials, and land clearing. | 1/1/2021 - 12/31/2021 | $234,621 | N/A | Sean Creel | (850) 867-3205 | sean.creel@nwfwater.com |
| New Indy Paper Mill<br>BKW | SC | n/a | Waste extraction and safe disposal of paper mill-generated sludge from nearby detention ponds | 6/22/2021 - 7/26/2021 | $1,073,069 | N/A | Bill Webb | (865) 207-3494 | bill@bkw-inc.com |

| Agency | ST | Event | Description of project | Start and End Date | Final Project Cost | Project Details | Point of Contact | Phone Number | Email |
|---|---|---|---|---|---|---|---|---|---|
| Orange County Drainage District | TX | "Hurricane Sally" | Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from waterways. | 6/3/2021 – 7/24/2021 | $1,200,000 | 46,464 LF | Austin Barrow | (409) 745-3225 | abarrow@orangecountydrainage.com |
| Dog Island Conservation District | FL | Hurricane Michael | Prime contractor for the Dog Island Conservation District's beach debris removal and sea oat planting project. The project was funded by the NOAA and the National Fish and Wildlife Foundation. | 2/23/2021 - 3/8/2021 | $399,000 | 2,100 CY | Dr. William Stone | (850) 933-2342 | williamstone1048@gmail.com |
| Oklahoma-various | OK | Early ice storm | Right of way debris removal and hauling in various locations across various Oklahoma towns and counties due to early ice storms. | 11/4/2020 - 2/8/2020 | $568,375 | 113,675 CY | John Longton | (580) 264-6028 | greenbeltturf@yahoo.com |
| Escambia County BKW | FL | Hurricane Sally | Hurricane Sally right of way debris removal and hauling of vegetative and C&D debris from across the county. | 10/1/2020-11/30/2020 | $628,006 | 125,600 CY | Bill Webb | (865) 207-3494 | bill@bkw-inc.com |
| City of Boulder Custom Tree Care | CO | Early ice storm | Right of way debris removal and hauling in various locations across the city due to early ice storms. | 9/16/2020 - 11/20/2020 | $385,500 | 57,746 CY | Jeremy Britton | (256) 749-4886 | jbritton@customtreecare.com |
| Brazoria County | TX | Hurricane Harvey | Prime Contractor for HUD CDBG-DR/TXGLO funded storm debris removal, hauling, reduction, and site management for Oyster Creek Desnagging project. | 4/6/2020 - 7/31/2020 | $4,314,248 | 74,569 CY 46 miles | Clay Forrister | (979) 864-1267 | ClayF@brazoria-county.com |
| Orange County Drainage District | TX | Hurricane Harvey | Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from Cow Bayou. | 10/22/2019 - 11/21/2019 | $548,000 | 46,464 LF | Austin Barrow | (409) 745-3225 | abarrow@orangecountydrainage.com |
| Harris County - Ceres | TX | Tropical Storm Imelda | FEMA reimbursed right of way vegetative and C&D debris removal in Harris County, TX. | 9/23/2019 - 10/11/2019 | $248,000 | daily rate | Patricia Macey | (281) 729-2305 | patricia.macey@ceresenv.com |
| Orange County Drainage District | TX | Hurricane Harvey | Prime contractor for NRCS funded cleanup of storm debris by the removal of trees, logs, stumps, brush, tops, blockages, rubbish generated from Adams Bayou. | 7/22/2019 - 9/12/2019 | $547,400 | 42,768 LF | Austin Barrow | (409) 745-3225 | abarrow@orangecountydrainage.com |

| Agency | ST | Event | Description of project | Start and End Date | Final Project Cost | Project Details | Point of Contact | Phone Number | Email |
|---|---|---|---|---|---|---|---|---|---|
| Harris County Flood Control District | TX | Hurricane Harvey | Cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from Greens Bayou and Spring Creek. | 7/21/2019 - 8/22/2019 | $680,000 | 11,681 CY | Jeff Jowell | (832) 347-4856 | jeff.jowell@hcfcd.org |
| Northwest Florida Water Management District- Ashbritt | FL | Hurricane Michael | FEMA reimbursed cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from the Econfina Creek. | 2/24/2019 - 3/29/2019 | $943,116 | 15,719 CY | Sean Creel | (850) 867-3205 | sean.creel@nwfwater.com |
| Jackson County- Ceres | FL | Hurricane Michael | FEMA reimbursed right of way vegetative and C&D debris removal from Jackson County, FL. | 10/28/2018 - 2/2/2019 | $397,347 | 66,225 CY | Stanley Bloodworth | (601) 529-4805 | stanley.bloodworth@ceresenv.com |
| Lee County- East Mulloch Drainage District | FL | Hurricane Irma | Prime contractor for the FEMA reimbursed cleanup of storm debris by the removal, hauling, and final disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from EMDD and Lee County DOT canals. Coordinated with all community and project stakeholders | 10/29/2018 - 1/17/2019 | $829,680 | 27,656 LF | Phil Gillogly | (239) 850-2636 | pgillogly@leegov.com |









# Right of Way Work

Aftermath's capabilities are illustrated through the examples below.



## Hurricane Harvey Clean-up

Hurricane Harvey caused over $125 billion dollars' worth of damage in Texas and Louisiana. Aftermath assisted several agencies on multiple projects that resulted in the removal of over 375,000 cubic yards of debris from the area. These projects included pre-operation assessments to determine the best project approach. The key challenges included formulating a plan for efficiently mapping out the affected areas, which were spread over seven counties, to facilitate the efficient removal of debris while maintaining public safety and the safety of our workforce.

## Hurricane Sally Clean-up

In 2020, Hurricane Sally caused over $7.3 billion dollars in damage. Escambia County in Florida called Aftermath to manage the removal of over 240,000 cubic yards of debris. We managed trucks, skid steer crews, and hand labor to complete the recovery efforts in roughly ninety days.

## Baton Rouge, LA Floods

Major flooding in Baton Rouge caused massive amounts of vegetation and construction/demolition debris to wash up. Aftermath worked as the primary subcontractor for the recovery effort, which included managing the mapping, zoning, distribution, and record-keeping. This also included coordinating over 100 trucks and crews to assist in removing over 750,000 cubic yards of debris across the city.

# Waterway Work




## Charlotte County, Florida

In May 2023, Aftermath Disaster Recovery Inc. was contracted by Charlotte County to initiate the NRCS-funded cleanup of storm-generated debris from various water bodies including lakes, ditches, and freshwater canals resulting from Hurricane Ian. In Phase 1, we removed all of the debris from the county's retention ponds in under 10 days. In Phase 2, the bulk of the operation, we removed approximately 40,000 tons of debris from non-navigable waterways and primary ditches across the county. Aftermath deployed eight crews as well as subcontractors to cleanup more than 3.5 miles of canals per day. Aftermath's daily progress reports and weekly status meetings ensured transparency and accountability with the county and NRCS leadership. As part of the funding extension process, an NRCS representative conducted multiple on-site visits to assess the quality of Aftermath's cleanup operations, affirming the excellence of our efforts.

## Lee County, Florida

Aftermath Disaster Recovery has been Lee County's emergency waterway debris removal contractor since 2019. In the aftermath of Hurricane Ian, Lee County activated Aftermath to undertake FEMA-reimbursed cleanup operations. Within a 10-day period, our team diligently extracted nearly 70,000 cubic yards of assorted debris, including trees, logs, stumps, brush, blockages, and refuse, from the county's water bodies, canals, and drainage ditches. After successfully securing NRCS funding, our operations tackled an additional 151,000 cubic yards of storm-generated debris in the remaining 40 miles of waterways. Our specialized low-impact marsh buggies and precise execution protected the environmentally sensitive mangroves within the county's waterways as well as

densely populated areas without compromising the mangrove permit requirements or impeding operational efficiency.

## Beaufort County, SC

Aftermath performed Hurricane Matthew debris removal from beaches and marshland around Dataw, St. Helena Islands, and the surrounding areas. Aftermath used shallow draft barges, amphibious excavators, and amphibious transport machines to access and remove the debris from difficult to reach locations. Aftermath collected and gathered the debris onto transport barges using our amphibious equipment, and then brought it to a more water-accessible location. From there, our barges transported the debris to an offload site where the loader trucks offloaded the material from the barges and hauled it to final disposal. Over 20,000 cubic yards of debris was removed from the beaches and marshland during this project.

## Edin B. Forsyth National Wildlife Refuge, New Jersey

After Hurricane Sandy, the Edwin B Forsythe National Wildlife Refuge in New Jersey presented a particularly sensitive set of challenges for removing debris. Due to the delicate environment of this 40,000 acre wildlife refuge, Aftermath often relied on removing debris by hand rather than machine excavating. This project required removing debris as small as a few inches to as big as entire houses that were swept away in the floods. Seventy people hand-loaded debris into one-ton bags, which was then loaded onto airboats to be carried to transport sleds that Aftermath custom-designed for wetlands. Amphibious equipment transported the sleds to a staging area where the material was then transferred to barges, which ultimately carried the debris to an offload site for loader trucks to offload and transport to final disposal.

## Maurice River, Delaware Bay, NJ

In this project, Aftermath was called in to facilitate debris removal from many water bodies after the devastation from Hurricane Sandy. This project involved cleanup from Tuckerton, NJ at Great Bay to the Delaware River and included beaches such as:

- Atlantic City Beach
- Ventmor City Beach
- Margate City Beach
- Ocean City Boardwalk and Beach
- Sea Isle City Beach
- Avalon, Wildwood, and Cape May beaches

Using sonar machines, the team searched up to 16 feet below the surface to look for debris. These lists of targets were then distributed to barges that removed the targeted debris and transported it to offload sites to be collected by trucks and hauled to final disposal.

# Section 4: Key Staff Experience and Qualifications

# Personnel Overview

Our leadership works to ensure all tasks are skillfully performed to the highest professional standards. Aftermath's commitment to effective communication, strong leadership, and a sense of responsibility to the community results in a completed project that exceeds expectations. Our goal is to ensure that our clients are happy and satisfied with our work. We want to serve you so you can get back to serving the Plantation community.

## Meet our team

### Melanie Corley, **President and 100% owner**

Melanie Corley has extensive experience in serving the needs and issues inherent in disaster recovery and remediation. She actively develops unique strategies to respond to and provide unmatched service to our clients. Her effective communication lays the groundwork necessary to ensure goals are met and clearly defined for a well-working partnership, and she has developed strong relationships with local partners in the clean-up efforts.

She holds both a Juris Doctorate and a Bachelor of Business Administration from the University of Texas at Austin. Melanie is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

### Obie Corley, **Vice President**

Obie Corley is one of the foremost experts in all phases of disaster recovery operations including removal, reduction, recycling, disposal, and restoration. He knows how to quickly mobilize a team and manage multi-site recovery contracts while still maintaining a personal interest in each project.

Obie has a fundamental understanding of environmental and economic recovery and can restore sites under strict compliance and awareness of FEMA, DOT, OSHA and other agency standards. He is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

### Katie Halvorson, **Office Administrator**

Katie Halvorson is a contract administrator whose attention to detail keeps projects' documentation requirements in compliance to ensure maximum FEMA reimbursement. Her superior communication enables all stakeholders to be well-informed and equipped with their requirements. Ms. Halvorson is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

### Rock Malone, **Senior Project Manager**

With 30 years of experience in disaster relief recovery, Rock has amassed an extensive background in high-level management, disaster response, and excellent communication

skills. Recent projects of note include managing land-based debris for removal operations in Jackson County, Florida, and water-based debris removal from Buffalo Bayou in Houston following Hurricane Harvey.

## Damian Sazama, **Project Manager**

With his background in the US Navy, Damian has a unique perspective and is very service-oriented to provide above and beyond service for Aftermath clients. He's been in the disaster recovery industry for five years and recently managed the 2018 Lee County waterway debris removal project.

## Phillip Riippa, **Heavy Equipment Manager**

With 40 years of experience as an operator and mechanic, Phillip was one of the original employees at Aftermath and now oversees our heavy equipment division. His expertise in diagnosing equipment issues helps us keep equipment downtime to a minimum while also minimizing any negative environmental impacts.

## Adam Gonzalez, **Director of Business Operations**

Adam works to create and implement systems that ensure smooth and efficient operations inside of the company, as well as establish relationships that enable our team to work at maximum effectiveness in concert with all stakeholders. Adam is certified by the NIMS Emergency Management Institute ICS 0100.

## Reese Corley, **Project Manager**

Reese's leadership ability and communication skills are an asset to our team and our clients. His tenacity and perseverance translate to excellent problem-solving skills and a determination to not quit until each job is done right. His energy and drive helps us meet deadlines and overcome all obstacles.

## Jackson Corley, **Project Manager**

Jackson Corley is a talented and capable manager. His technical and strategic skills provide effective solutions to project challenges. As a Project Manager, his duties include, but are not limited to, finalizing and implementing the project approach, managing equipment deployment and maintenance, overseeing DMS management, ensuring safety of employees, and coordinating with stakeholders. Jackson's leadership abilities and quick thinking combine to make him a valuable contribution to our team.

# Debris Removal Team Members

In addition to our Principals and team members listed with their biography summaries, our on-the-ground team consists of the following Aftermath personnel.

| | | |
|---|---|---|
| Alonso Albino | David DiPietro Sr | Phil Riippa |
| Chris Albritton | Brayton Fontenot | Blain Rushing |
| Vincent Butler | John “JJ” Goudey | Quincy Smith |
| Jackson Corley | James Harden | Charles Tabor |
| Obie Corley | Gerald Johnson | Arlan Teeters |
| Randy Corley | Dave Mittlestadt | Michael Wascom |
| Reese Corley | Reece Pack | Brent Willey |
| Chris Daniels | | |

## Our Response Team

Through all the phases of a project, Aftermath will coordinate closely with Plantation and the community to ensure all tasks are performed with skill and to the highest professional standards. From the beginning of the project, you will work with our owners and can expect good communication, strong leadership, and a sense of responsibility to Plantation. We want to serve you so that you can get back to serving your community.

| Contact Name | Title | Phone Number | Email |
|---|---|---|---|
| Obie Corley | Vice President | 972-567-1491 | obie@aftermathdisaster.com |
| Blain Rushing | Project Manager | 903-360-6671 | blain@aftermathdisaster.com |
| Adam Gonzalez | Director of Business Operations | 972-984-8969 | adam@aftermathdisaster.com |
| Melanie Corley | President | 972-567-1489 | mkcorley@aftermathdisaster.com |

# Organization Chart

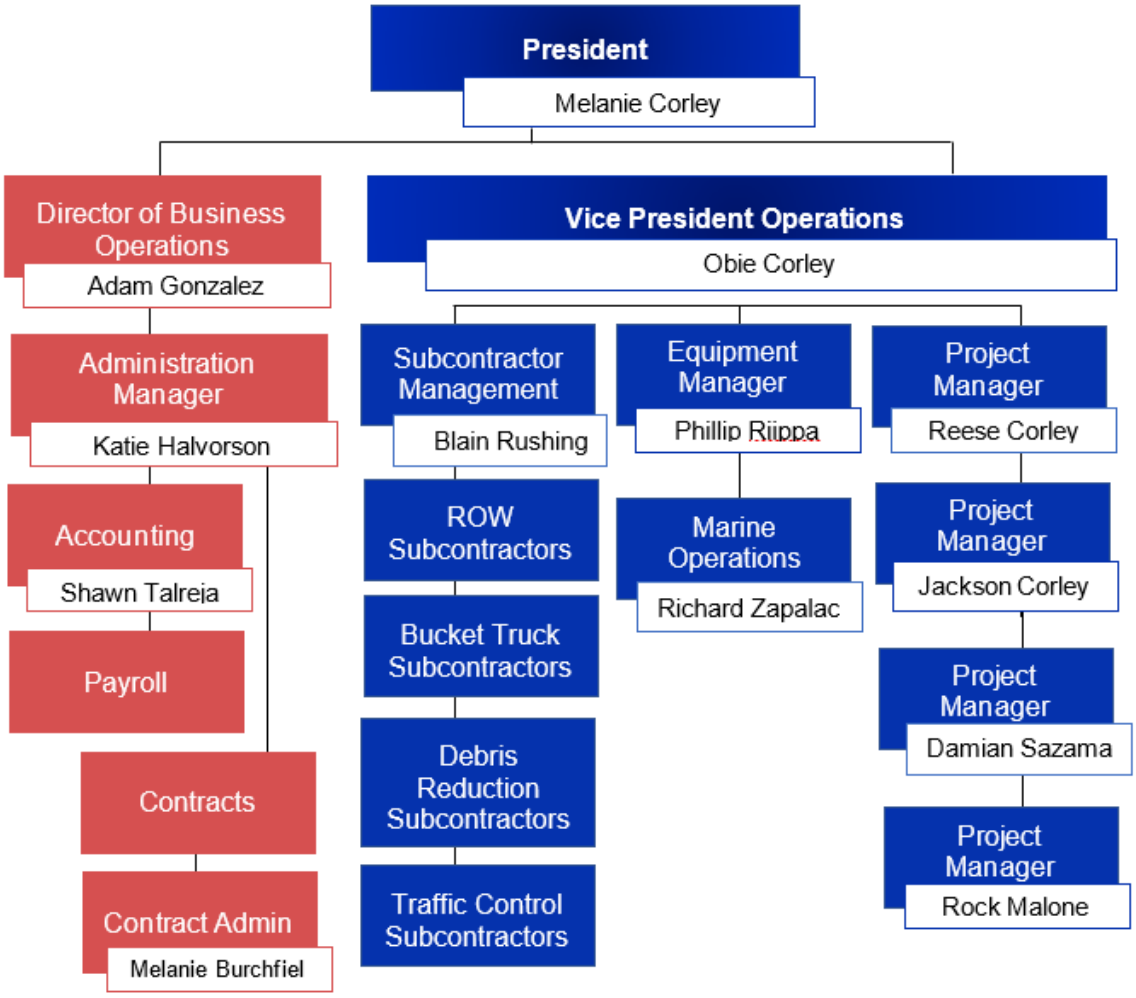

# Melanie Corley

## President


972-567-1489
MKCorley@aftermathdisaster.com
1826 Honeysuckle Ln
Prosper TX 75078


### Disaster Recovery Experience

President | Aftermath Disaster Recovery | From 2013-Present

Serves as the liaison to clients, oversees the proposal process from preparation to contract negotiation, provides logistics coordination with field operations, and coordinates subcontractor management. Manages the day-to-day operations of Aftermath, which includes overseeing accounting and finances, reporting, and human resources. Develops and implements company policies and vision to successfully accomplish long-term goals.

| | |
|---|---|
| 2024 | **Hurricane Beryl** - Storm Debris Removal and Disposal Services for Harris County, TX<br>**Tornado** - On Call Debris Collection Services for Dallas, TX<br>**Hurricane Ian** - Waterway clearing for SW Florida Water Management District |
| 2023 | **Hurricane Idalia** - Waterway Clearing in the Suwanee River, FL<br>**Hurricane Ian** - Waterway clearing for Charlotte County, FL<br>**Hurricane Ian** - Waterway, canal, drainage ditch cleaning in Lee County, FL<br>**Ice Storm** - ROW clearing in Austin, Texas<br>Bulk Debris collection for Dallas, Texas |
| 2022 | **Hurricane Ian**<br>Tidally impacted waterway debris removal in Lee County, FL FDEM project<br>Storm debris removal from waterways for Lee County, FL<br>ROW clearing in North Port, Florida<br>**On-Call** - Bulk debris collection in Austin, Texas<br>**Hurricane Ida** - debris cleaning in waterways of Terrebonne Parish, Louisiana |
| 2020-2021 | **Hurricane Ida**<br>ROW debris cleaning in Terrebonne Parish, LA<br>Debris removal in waterways of Lafourche and St. Charles Parish, LA<br>**Various** - projects for Northwest Florida Water Management<br>**Hurricane Laura** - Waterway Debris removal/hauling for Orange County, TX<br>**Hurricane Michael** - Beach debris removal and sea oat planting for Dog Island, Florida<br>**Hurricane Sally** - ROW debris removal in Escambia County, FL |
| 2018-2019 | **Hurricane Harvey**<br>Oyster Creek Desnagging project for Brazoria County, TX<br>Cow Bayou storm debris clean up for Orange County Drainage District, Texas<br>Adams Bayou waterway debris removal<br>Spring Creek and Greens Bayou waterway debris removal<br>Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas<br>**TS Imelda** - ROW and C&D debris removal in Harris County<br>**Hurricane Michael**<br>Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways<br>ROW clearing in Jackson County, FL<br>**Hurricane Irma** - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida |
| 2013-2017 | **Hurricane Irma -** ROW debris removal in Apopka and Wellington, FL<br>**Hurricane Harvey** - ROW and waterway removal projects in Texas<br>**Hurricane Matthew** - ROW clean up in South Carolina, Florida, North Carolina<br>**Hurricane Sandy** - Wildlife refuge marshland debris removal project and waterway debris removal project in New Jersey<br>**Hurricane Isaac** - waterway debris in Livingston Paris, LA<br>Maintenance for TX DOT clearing waterborne debris in the San Jacinto River<br>Florida Fish and Wildlife artificial reef construction<br>Tornadoes and floods in Texas, Louisiana, and Alabama<br>Reef Construction for Florida Department of Aquaculture |

## Skills Profile

### Education

Juris doctorate | 1997
*University of Texas at Austin*
Bachelor of Business Administration | 1991
*University of Texas at Austin*

### Organizational Leadership

Leads Aftermath Disaster Recovery, Inc. on a powerful growth trajectory that has nearly doubled revenue and capacity each year for the past five years.

### Communication

Ensures project needs are understood and delivered through effective communication skills, drawing on years of public speaking and conducting law enforcement training. Certified Texas mediator.

### Financial Management and Reporting

Oversees the company's forecasting, budgeting, and account payables and receivables. Timely reporting means that projects are kept on budget and on time within contract guidelines.

### Human Capital

Supervises the permanent labor force and the subcontractor vetting to ensure quality personnel are representing Aftermath Disaster Recovery with excellence.

### Compliance

Uses legal expertise and experience to navigate, understand and implement the necessary compliance measures with FEMA, OSHA, USDOT, and other local, state, and federal regulations.

AFTERMATH DISASTER RECOVERY

# Robert Obie Corley

## Vice President


972-567-1489
Obie@aftermathdisaster.com
1826 Honeysuckle Ln
Prosper TX 75078


### Disaster Recovery Experience

Vice-President | Aftermath Disaster Recovery | From 2013-Present

Serves as subject matter expert, project manager supervisor, subcontractor manager, and field supervisor. Develops and manages Aftermath's fleet, oversees field operations, attends construction meetings, and manages day-to-day operations in the field. Oversees training, permitting, safety, and effectively supervises logistically challenging projects.

**2024**

**Hurricane Beryl** - Storm Debris Removal and Disposal Services for Harris County, TX
**Tornado** - On Call Debris Collection Services for Dallas, TX
**Hurricane Ian** - Waterway clearing for SW Florida Water Management District

**2023**

**Hurricane Idalia** - Waterway Clearing in the Suwanee River, FL
**Hurricane Ian** - Waterway clearing for Charlotte County, FL
**Hurricane Ian** - Waterway, canal, drainage ditch cleaning in Lee County, FL
**Ice Storm** - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

**2022**

**Hurricane Ian**
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
**On-Call** - Bulk debris collection in Austin, Texas
**Hurricane Ida** - debris cleaning in waterways of Terrebonne Parish, Louisiana

**2020-2021**

**Hurricane Ida**
ROW debris cleaning in Terrebonne Parish, LA
Debris removal in waterways of Lafourche and St. Charles Parish, LA
**Various** - projects for Northwest Florida Water Management
**Hurricane Laura** - Waterway Debris removal/hauling for Orange County, TX
**Hurricane Michael** - Beach debris removal and sea oat planting for Dog Island, Florida
**Hurricane Sally** - ROW debris removal in Escambia County, FL

**2018-2019**

**Hurricane Harvey**
Oyster Creek Desnagging project for Brazoria County, TX
Cow Bayou storm debris clean up for Orange County Drainage District, Texas
Adams Bayou waterway debris removal
Spring Creek and Greens Bayou waterway debris removal
Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas
**TS Imelda** - ROW and C&D debris removal in Harris County
**Hurricane Michael**
Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways
ROW clearing in Jackson County, FL
**Hurricane Irma** - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida

**2013-2017**

**Hurricane Irma -** ROW debris removal in Apopka and Wellington, FL
**Hurricane Harvey** - ROW and waterway removal projects in Texas
**Hurricane Matthew** - ROW clean up in South Carolina, Florida, North Carolina
**Hurricane Sandy** - Wildlife refuge marshland debris removal project and waterway debris removal project in New Jersey
**Hurricane Isaac** - waterway debris in Livingston Paris, LA
Maintenance for TX DOT clearing waterborne debris in the San Jacinto River
Florida Fish and Wildlife artificial reef construction
Tornadoes and floods in Texas, Louisiana, and Alabama
Reef Construction for Florida Department of Aquaculture

## Skills Profile

### Field Experience

Over twenty years of experience working in the disaster relief industry.

### Management Experience

Management of over 50 disaster recovery projects involving reimbursement from FEMA and other federal and state agencies from projects that include debris resulting from hurricanes, tornadoes, floods, ice storms, and wind storms. Successfully executed several reef construction projects. Expertise includes efficient debris removal from environmentally sensitive and logistically challenging areas.

### Logistics

Leads Aftermath Disaster Recovery, Inc. in planning logistically challenging disaster relief efforts. Recognized for executing difficult projects where other contractors have previously failed. There is no project for which Obie cannot craft the most economically viable and logistically sound solutions.

### Industry Skills

Identifies and solves logistical challenges, In-depth experience leads to accurate analysis of project needs. Effective pre-planning meetings and efficient execution of projects aids with client relationships. Conveys solutions with clear communication skills between field operations and client.

### Certifications

Intro to Incident Command System, Basic Incident Command System for Initial Response, First Aid and CPR

AFTERMATH DISASTER RECOVERY

# Adam Gonzalez

## Director of Business Operations


972-984-8969
Adam@aftermathdisaster.com
1826 Honeysuckle Ln
Prosper TX 75078


### Disaster Recovery Experience

Director of Business Operations | Aftermath Disaster Recovery
From 2022–Present

Works to create and implement systems that ensure smooth and efficient operations inside of the company, as well as establish relationships that enable our team to work at maximum effectiveness in concert with all stakeholders. His critical role ensures efficient processes and sets the standard of success for projects.

**2024**

**Hurricane Beryl** - Storm Debris Removal and Disposal Services for Harris County, TX
**Tornado** - On Call Debris Collection Services for Dallas, TX
**Hurricane Ian** - Waterway clearing for SW Florida Water Management District

**2023**

**Hurricane Idalia** - Waterway Clearing in the Suwanee River, FL
**Hurricane Ian** - Waterway clearing for Charlotte County, FL
**Hurricane Ian** - Waterway, canal, drainage ditch cleaning in Lee County, FL
**Ice Storm** - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

**2022**

**Hurricane Ian**
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
**On-Call** - Bulk debris collection in Austin, Texas
**Hurricane Ida** - debris cleaning in waterways of Terrebonne Parish, Louisiana

### Previous Work

**2021-2022**

**Fraym**
Marketing Associate - Managed production of marketing materials for a geospatial and artificial intelligence company, including blog content, social media, ad campaigns, press releases, one-pagers, and more. Organized and coordinated promotion strategies and logistics surrounding events and conferences.

**2018 - 2021**

**Digital Communications Coordinator**
Devised and deployed digital marketing strategies in coordination with staff across the United States to drive state-level activism, utilizing tools from Facebook, Google, email, SMS, custom landing pages, and other tools.
Managed projects and timelines to ensure timely and effective digital assets were produced, deployed, and utilized in integrated marketing campaigns.

## Skills Profile

### Education

Degree: BSFS International Politics, from Georgetown University, Washington D.C. 2018

### Recent Work

Hurricane Beryl - Processes and reports for Harris County, TX
Tornado - Business operations and reporting for Dallas, TX
Hurricane Ian - Project reports and processes for SW Florida Water Management District
Coordinator for procurement

### Aftermath Experience

Serves Aftermath Disaster Recovery, Inc. as an effective director. Adam collaborates with Aftermath's owners to develop short-term goals and long term operational plans. He leadership in purchasing, negotiating, and productivity contributes to Aftermath's success and growth.

### Communications

Public speaking and debate training contribute to Adam's ability to listen to the needs of all stakeholders. Problem solving skills help to develop innovative strategies to meet clients' needs and tailor projects to meet their specifications.

### Certifications

**FEMA 100.c, 120.c, 200.c, 230.e, 235.c, and 632.a**

AFTERMATH DISASTER RECOVERY

# Jackson Corley

## Project Manger

972-567-1489
Jackson@aftermathdisaster.com
1826 Honeysuckle Ln
Prosper TX 75078

### Disaster Recovery Experience

Project Manager | Aftermath Disaster Recovery | From 2021-Present

Jackson Corley has been with Aftermath for two years and has proven himself to be a talented and capable manager. His technical and strategic skills provide effective solutions to project challenges. As a Project Manager, his duties include, but are not limited to, finalizing and implementing the project approach, managing equipment deployment and maintenance, overseeing DMS management, ensuring safety of employees, and coordinating with stakeholders. Jackson's leadership abilities and quick thinking combine to make him a valuable contribution to our team.

**2024**
- **Hurricane Beryl** - Storm Debris Removal and Disposal Services for Harris County, TX
- **Tornado** - On Call Debris Collection Services for Dallas, TX
- **Hurricane Ian** - Waterway clearing for SW Florida Water Management District

**2023**
- **Hurricane Idalia** - Waterway Clearing in the Suwanee River, FL
- **Hurricane Ian** - Waterway clearing for Charlotte County, FL
- **Hurricane Ian** - Waterway, canal, drainage ditch cleaning in Lee County, FL
- **Ice Storm** - ROW clearing in Austin, Texas
- Bulk Debris collection for Dallas, Texas

**2022**
- **Hurricane Ian**
  - Tidally impacted waterway debris removal in Lee County, FL FDEM project
  - Storm debris removal from waterways for Lee County, FL
  - ROW clearing in North Port, Florida
- **On-Call** - Bulk debris collection in Austin, Texas
- **Hurricane Ida** - debris cleaning in waterways of Terrebonne Parish, Louisiana

**2021**
- **Hurricane Ida**
  - ROW debris cleaning in Terrebonne Parish, LA
  - Debris removal in waterways of Lafourche and St. Charles Parish, LA
- **Various** - projects for Northwest Florida Water Management
- **Hurricane Laura** - Waterway Debris removal/hauling for Orange County, TX

## Skills Profile

**Recent Work**

Charlotte County, FL
Prepared and executed work plan, mapped canals, identified extraction points, obtained Right of Way permits, and laid out the project approach

Suwannee River
Managed multiple crews, coordinated the truck fleet, managed the project plan

**Communications**

Clear and direct communication skills enable effective guidance among team members to ensure a successful project. Able to work with all stakeholders to ensure all aspects of the project run smoothly and according to the project plan.

**Project Management Experience**

As one of our newest project managers, Jackson is a skilled motivator, instilling confidence in all stakeholders on a project. He is able to efficiently and quickly identify problems and solutions to get the job done and meet the needs of clients.

**Certifications**

FEMA 100
OSHA 30-hr Trianing

AFTERMATH DISASTER RECOVERY

# Reese Corley

## Project Manger


972-567-1489
Reese@aftermathdisaster.com
1826 Honeysuckle Ln
Prosper TX 75078


### Disaster Recovery Experience

Project Manager | Aftermath Disaster Recovery | From 2018-Present

Serves as technical matter expert and project manager. Finalizes project approach managing equipment deployment and maintenance, overseeing DMS management, ensures safety of employees, and coordinates with stakeholders. Committed to the success of each project.

**2024**

**Hurricane Beryl** - Storm Debris Removal and Disposal Services for Harris County, TX
**Tornado** - On Call Debris Collection Services for Dallas, TX
**Hurricane Ian** - Waterway clearing for SW Florida Water Management District

**2023**

**Hurricane Idalia** - Waterway Clearing in the Suwanee River, FL
**Hurricane Ian** - Waterway clearing for Charlotte County, FL
**Hurricane Ian** - Waterway, canal, drainage ditch cleaning in Lee County, FL
**Ice Storm** - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

**2022**

**Hurricane Ian**
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
**On-Call** - Bulk debris collection in Austin, Texas
**Hurricane Ida** - debris cleaning in waterways of Terrebonne Parish, Louisiana

**2020-2021**

**Hurricane Ida**
ROW debris cleaning in Terrebonne Parish, LA
Debris removal in waterways of Lafourche and St. Charles Parish, LA
**Various** - projects for Northwest Florida Water Management
**Hurricane Laura** - Waterway Debris removal/hauling for Orange County, TX
**Hurricane Michael** - Beach debris removal and sea oat planting for Dog Island, Florida
**Hurricane Sally** - ROW debris removal in Escambia County, FL

**2018-2019**

**Hurricane Harvey**
Oyster Creek Desnagging project for Brazoria County, TX
Cow Bayou storm debris clean up for Orange County Drainage District, Texas
Adams Bayou waterway debris removal
Spring Creek and Greens Bayou waterway debris removal
Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas
**TS Imelda** - ROW and C&D debris removal in Harris County
**Hurricane Michael**
Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways
ROW clearing in Jackson County, FL
**Hurricane Irma** - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida

## Skills Profile

### Education

2019-2021 - Grove City College

### Recent Work

Dallas, Texas
Organized and managed crews for bulk trash collection
Lee County, FL
Managed multiple crews on tidally impacted waterways, clearing 30,000 CY of debris
North Port, Florida
Managed Aftermath's fleet of trucks in for operations, clearing a total of 185,000 CY.
Orange County, Texas
Manged crews and truck fleet in the wake of Hurricane Laura
Austin, TX
ROW debris removal project following Hurricane Ida

### Project Management Experience

Worked in disaster recovery industry for past 6 years. Managed several projects for 100% FEMA reimbursement.

### Communications

Trained public speaker and debater. Able to clearly and effectively communicate with all stakeholders. Careful attention to detail and desire for excellence drives efficient operations and management strategies.

AFTERMATH DISASTER RECOVERY

# Blain Rushing

## Project Manger

B.Rushing@aftermathdisaster.com

1826 Honeysuckle Ln
Prosper TX 75078

### Disaster Recovery Experience

Project Manager | Aftermath Disaster Recovery | From 2014-Present

Handles the management and oversees the maintenance of our equipment. Creates and implements project plans specific to the needs of the client. Serves as the point person for the client on his projects. Oversees safety functions.

**2024**

**Hurricane Beryl** - Storm Debris Removal and Disposal Services for Harris County, TX
**Tornado** - On Call Debris Collection Services for Dallas, TX
**Hurricane Ian** - Waterway clearing for SW Florida Water Management District

**2023**

**Hurricane Idalia** - Waterway Clearing in the Suwanee River, FL
**Hurricane Ian** - Waterway clearing for Charlotte County, FL
**Hurricane Ian** - Waterway, canal, drainage ditch cleaning in Lee County, FL
**Ice Storm** - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

**2022**

**Hurricane Ian**
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
**On-Call** - Bulk debris collection in Austin, Texas
**Hurricane Ida** - debris cleaning in waterways of Terrebonne Parish, Louisiana

**2020-2021**

**Hurricane Ida**
ROW debris cleaning in Terrebonne Parish, LA
Debris removal in waterways of La Lafourche and St. Charles Parish, LA
**Various** - projects for Northwest Florida Water Management
**Hurricane Laura** - Waterway Debris removal/hauling for Orange County, TX
**Hurricane Michael** - Beach debris removal and sea oat planting for Dog Island, Florida
**Hurricane Sally** - ROW debris removal in Escambia County, FL

**2018-2019**

**Hurricane Harvey**
Oyster Creek Desnagging project for Brazoria County, TX
Cow Bayou storm debris clean up for Orange County Drainage District, Texas
Adams Bayou waterway debris removal
Spring Creek and Greens Bayou waterway debris removal
Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas
**TS Imelda** - ROW and C&D debris removal in Harris County
**Hurricane Michael**
Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways
ROW clearing in Jackson County, FL
**Hurricane Irma** - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida

**2013-2017**

**Hurricane Irma -** ROW debris removal in Apopka and Wellington, FL
**Hurricane Harvey** - ROW and waterway removal projects in Texas
**Hurricane Matthew** - ROW clean up in South Carolina, Florida, North Carolina
**Hurricane Sandy** - Wildlife refuge marshland debris removal project and waterway debris removal project in New Jersey
**Hurricane Isaac** - waterway debris in Livingston Paris, LA
Maintenance for TX DOT clearing waterborne debris in the San Jacinto River
Florida Fish and Wildlife artificial reef construction
Tornadoes and floods in Texas, Louisiana, and Alabama
Reef Construction for Florida Department of Aquaculture

## Skills Profile

**Recent Work**

City of Dallas:Project point person for the city of Dallas. Coordinated the ROW clean up work, overseeing the removal and hauling of bulk debris from designated collection sites to the final disposal facility.
Managed multiple fleets for Austin, Texas following an ice storm. Coordinated the cutting, collecting and hauling of nearly 100,000 CY of woody debris.
Managed barge crews on logistically challenging project involving waste extraction and the safe disposal of sludge that had collected in detention ponds generated from a paper mill in South Carolina.

**Field Experience**

Mr. Rushing has worked in the disaster relief industry for the past 8 years. He has managed several disaster recovery projects that involved FEMA reimbursement. His work history and personal values provide significant advantages in serving our clients, and reflects his commitment to the success of each project.

**Project Management Experience**

Serves Aftermath Disaster Recovery, Inc. as an effective project manager who listens to our clients' needs and executes our projects to their specifications. Mr. Rushing is an excellent communicator and dependable manager who delivers effective outcomes in the midst of complex and challenging projects.

AFTERMATH DISASTER RECOVERY

# Subcontractor Management

While we staff all projects with our team first, to provide the highest quality service for Plantation, Aftermath may need to activate a team of subcontractors to assist company personnel on a per-project basis. This allows us to provide quicker and more efficient debris removal on any scale required.

Subcontractors are closely vetted with the strictest detail by the Aftermath team before being added to a list of approved subcontractors. They also are expected to work to the same high standards as our employees. Aftermath sets clear and detailed expectations for all subcontractors to follow to better execute disaster recovery efforts and benefit Plantation and the community.

**Key Takeaways**

- Aftermath Staff First
- Thoroughly Vetted Subcontractors
- Project Manager oversight
- Diversity & Inclusion Efforts

## Aftermath's Role in Subcontractor Management

Aftermath will be the primary contact for the project including day-to-day project management, supervision of communication, reporting requirements, and quality assurance. With detailed subcontractor management processes, Aftermath ensures quick activation of any subcontracts and ensures subcontractors deliver the same high-quality work as the Aftermath employees at all times.

### Subcontractor Responsibilities

Debris removal subcontractors may play a critical role in project execution. Subcontractors' main responsibilities include loading debris, hauling debris to the designated DDMS, and utilizing a "clean as you go" approach as the project progresses. Every subcontractor must also meet the same standards and adhere to all compliance and environmental guidelines as Aftermath employees.

Subcontractors are valued as part of our team and as such are also required to submit daily progress reports to the Project Manager. The Project Manager uses these updates to adjust the plan to maximize effort and minimize the time it takes to achieve the project goals. This planning process creates the best outcome for Plantation because the work of our subcontractors is always aligned with your goals and our overall project plan.

### Top-down Project Management

Our Project Manager coordinates the work of all subcontractors to ensure that they are successfully and seamlessly integrated into the entire project in a cohesive manner. This also means Aftermath can make decisions quickly, when needed, to ensure the safety of employees and contractors and to mitigate any risks to the project.

## Ensuring Consistency and Quality Assurance

Aftermath's priority is to provide the highest quality of service to ensure the clean up at Plantation's site is performed quickly and safely, which will allow your community to get back to "business as usual" as soon as possible. If an event is large enough that Aftermath needs support in addition to our own employees, we will utilize subcontractors to act in our place where needed.

The following factors allows Aftermath to ensure Plantation receives the consistency of our high-quality service even when we employ external subcontractors:

- All subcontractors are vetted by our senior management team and company owners.
- All subcontractors are closely supervised by our Site or Project Supervisors.
- Before starting any on-site work, every contractor is provided with a detailed and unambiguous subcontract that outlines their legal obligations.
- All subcontractors submit daily progress reports to ensure they are keeping to schedule and can inform the Project Manager about any issues in their designated areas.
- Aftermath provides templates for subcontractor invoices for consistency.

Ultimately, subcontractors are acting under the umbrella of Aftermath, and we are responsible for ensuring their work product and conduct for Plantation are of the highest standards.

## Diversity and Inclusion Initiatives

Diversity and inclusion are a key part of a successful business. To accomplish this, Aftermath sources subcontractors from a variety of sources including:

- Minority and small business trade associations
- Business development organizations and local chambers of commerce
- Via review sources from the Dynamic Small Business Search site
- Via review sources from the System for Award Management site
- Via review sources from the Department of Veterans Affairs, Vendor Information Pages VIP

Whether Plantation's project can be accomplished with our own team or in conjunction with subcontractors, you can rest assured that it will be completed with the same level of service and personalized attention that our clients know and love.

Aftermath self-performs over 85% of our project work. It is not anticipated that we would need subcontractors for this project; however, in the past we have worked with the following subcontractors.

## Past Subcontractor's List

| Company Name | Contact Name | Phone # | Email | Address | Service |
|---|---|---|---|---|---|
| Optimal Recovery, LLC | Brent Reedy | 352-206-5541 | optimalrecovery@tampabay.rr.com | 34618 Mission Bell Ln. Dade City, FL 33525 | Loader trucks |
| Brown Tree Service | Troy Brown | 870-723-5098 | troy.brownstreeservice@gmail.com | 104 Megan Dr. Monticello, AR 71655 | Bucket trucks |
| Clarks Enterprise | David Clark | 985-335-6069 | emily@clarksenterprise.com | 35823 Doc Butler Rd Mt Hermon, LA 70450 | Loader trucks |
| Conroe Environmental, LLC | Shaun Wellborn | 512-636-6255 | shaunzes@att.net | 3030 Hemingway Montgomery, TX 77356 | Chip hauling |
| Fowler Construction | Sammy Fowler | 903-262-5655 | sfowler2594@gmail.com | 3578 W. US Hwy 80 Mineola, TX 75773 | Dump trailers |
| Crosseroads, LLC | Kevin Schlosser | 608-769-4977 | sr.schlosser@yahoo.com | 1009 Saddlewood St. Holmen, WI 54636 | Bucket trucks |
| Crosseroads, LLC | Kevin Schlosser | 608-769-4977 | sr.schlosser@yahoo.com | 1009 Saddlewood St. Holmen, WI 54636 | Loader trucks |
| Northshore Enterprises, Inc. | Phil Riippa | 850-346-8586 | northshorerecovery@yahoo.com | 311 1st St SE Haliday, ND 58636 | Loader trucks |
| Reid Trucking | Grant Reid | 512-879-8799 | reidgrant87@yahoo.com | PO Box 451 Liberty Hill, TX 78642 | Loader trucks |
| Lancaster Construction | Zeno Lancaster | 828-507-7407 | lancasterconst@yahoo.com | 3579 Ironworks Dr Whiteville, NC 28472 | Loader trucks |
| Branum Trucking | Jake Branum | 251-937-1772 | sales@nbprintshop.com | 122 North Hoyle Ave. Bay Minette, AL 36507 | Loader trucks |

| Company Name | Contact Name | Phone # | Email | Address | Service |
|---|---|---|---|---|---|
| Diamond M Land Management | Jake Moore | 325-248-1115 | j.moore@diamondmlandmanagement.com | 226 CR 183 Stephenville, TX 76401 | Grinders |
| G3 Construction LLC | Carl Gilbert | 850-653-6779 | carl@g3const.com | 16998 NW Charlie Johns St Blountstown, FL 32424 | End dumps |
| H2 Construction | Rick Hostetter | 660-641-2500 | h2construction@live.com | 702 W Walnut Waverly, MO 64096 | Loader trucks |
| Parker Resource Group | Rich Parker | 951-333-8417 | rparkermgmt@gmail.com | 534 E Benwood St Covina, CA 91722 | Loader trucks |
| DNR Group LLC | Glen Nelson | 504-214-2892 | nelsonbros@cox.net | 12246 River Rd St. Rose, LA 70087 | Loader trucks |
| MTN Leasing LLC | Matthew Nelson | 504-491-6190 | mtnleasing@outlook.com | 166 Dunleith Dr Destrehan, LA 70047 | Loader trucks |
| New Masada Environmental | Lalo Torres | 832-276-3528 | newmasada@gmail.com | PO Box 690731 Houston, TX 77269 | Grinders |
| Tiger Bayou, Inc. | Clyde Ewing | 225-337-1208 | ewing9437@hotmail.com | PO Box 276 Erwinville, LA 70729 | Bucket trucks |
| One Choice Logistics | Nani Bernal | 954-662-6716 | nbernal@onechoicelogistics.net | Hollywood, FL | Loader trucks |

*"I would recommend Aftermath's services to anyone enthusiastically. Obie and his men were excellent, polite, and neat.*

*-Dr. William Stone*
*Dog Island Conservation District*

# Section 5: Litigation and Termination

# Litigation History

Aftermath Disaster Recovery, Inc. has no current pending litigation; no pending civil, criminal or administrative proceedings pending against it at this time.

Aftermath Disaster Recovery has no outstanding judgements or liens affecting it.

Aftermath Disaster Recovery has never had any judgement entered against it for any federal, state, or local court, and no criminal conviction or proceeding ever issued against the company or its owner or principals.

Aftermath Disaster Recovery, Inc. has never had a contract related to debris removal canceled. We have not had a canceled contract in the last five years.

**Summary**

- No litigation
- No pending proceedings
- No outstanding judgements or liens
- No criminal conviction ever issued

# Section 6: Cost Detail

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* Aftermath Disaster Recovery, Inc.

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost $ | Extended Cost $ |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | $200.00 | $28,000.00 |
| Crash Truck w/Impact Attenuator | 70 | HRS | $95.00 | $6,650.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | $135.00 | $9,450.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | $145.00 | $10,150.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | $150.00 | $10,500.00 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | $185.00 | $12,950.00 |
| Dump Truck, 16 +/- CY | 70 | HRS | $170.00 | $11,900.00 |
| Dump Truck, 20 +/- CY | 70 | HRS | $170.00 | $11,900.00 |
| Dump Truck, 38 +/- CY | 70 | HRS | $170.00 | $11,900.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | $75.00 | $5,250.00 |
| Generator, 200 kW, List kW Capacity | 70 | HRS | $275.00 | $19,250.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | $800.00 | $56,000.00 |
| Light Plant with Fuel and Support | 140 | HRS | $80.00 | $11,200.00 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | $150.00 | $10,500.00 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | $135.00 | $9,450.00 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | $140.00 | $9,800.00 |
| Kunckleboom Loader | 140 | HRS | $210.00 | $29,400.00 |
| Lowboy Trailer w/ Tractor | 70 | HRS | $115.00 | $8,050.00 |
| Mobil Crane up to 15 Ton | 70 | HRS | $175.00 | $12,250.00 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $250.00 | $17,500.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $450.00 | $31,500.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $850.00 | $59,500.00 |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | $25.00 | $1,750.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $105.00 | $7,350.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $105.00 | $7,350.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $150.00 | $10,500.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $150.00 | $10,500.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | $500.00 | $70,000.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | $135.00 | $9,450.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | $140.00 | $9,800.00 |
| Truck, Flatbed | 70 | HRS | $60.00 | $4,200.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | $150.00 | $21,000.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | $95.00 | $13,300.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | $145.00 | $10,150.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | $145.00 | $10,150.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | $105.00 | $7,350.00 |
| **Equipment with Operator Extended Price:** | | | | $585,900.00 |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | $95.00 | $6,650.00 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | $95.00 | $6,650.00 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | $95.00 | $13,300.00 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | $55.00 | $7,700.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | $50.00 | $7,000.00 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | $50.00 | $3,500.00 |
| **Schedule 1 Extended Price:** | | | | $44,800.00 |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | $425.00 | $34,000.00 |
| **Crew Category Extended Price:** | | | | $34,000.00 |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | $425.00 | $850,000.00 |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | $6.90 | $690,000.00 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | $6.90 | $ 690,000.00 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | $7.90 | $790,000.00 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | $80.00 | $8,000,000.00 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | $3.95 | $790,000.00 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | $6.90 | $393,300.00 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | $7.90 | $450,300.00 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | $8.90 | $507,300.00 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | $10.90 | $621,300.00 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | $95.00 | $11,400.00 |
| 13 inch to 24.99 inch diameter | 70 | EACH | $125.00 | $8,750.00 |
| 25 inch to 36.99 inch diameter | 10 | EACH | $315.00 | $3,150.00 |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | $315.00 | $3,150.00 |
| 49 inch and larger diameter | 5 | EACH | $315.00 | $1,575.00 |
| Hanger Removal (per Tree) | 1900 | TREE | $80.00 | $152,000.00 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | $275.00 | $5,500.00 |
| 37 inch to 48.99 inch diameter | 15 | EACH | $275.00 | $4,125.00 |
| 49 inch and larger diameter | 1 | EACH | $400.00 | $400.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | $95.00 | $1,900.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | $50.00 | $1,000.00 |
| **Schedule 2 Extended Price:** | | | | $13,975,150.00 |
| | | | | |
| **GRAND TOTAL** | | | $14,639,850.00 | |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | $30.00 | $3,000.00 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | $50.00 | $2,500.00 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | $495.00 | $7,425.00 |
| Single Axle | 10 | EACH | $495.00 | $4,950.00 |
| Double Axle | 10 | EACH | $695.00 | $6,950.00 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | $30.00 | $300.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**CITY OF PLANTATION**
ATTN: CITY CLERK
400 NW 73 AVENUE
PLANTATION FL 33317

**ORIGINAL**

DRC EMERGENCY SERVICES
Striking Back.



# RFSP NO. 001-25
# DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES - TERM CONTRACT

## *DECEMBER 10, 2024, AT 11:00 AM*




**Evan Fancher**
*Regional Manager*
efancher@drcusa.com
p: (888) 721-4372
f: (504) 482-2852

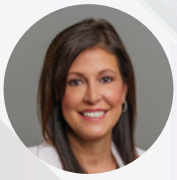

**Kristy Fuentes**
*Vice President of Compliance and Administration*
kfuentes@drcusa.com
www.drcusa.com

DRC EMERGENCY SERVICES
Striking Back.

*Proposal By*
**DRC Emergency Services, LLC**
6809 SW 12th Street
Miami, Florida 33144


**Florida Contractors License:**
CRC1331307

2021

DRC EMERGENCY SERVICES
Striking Back.

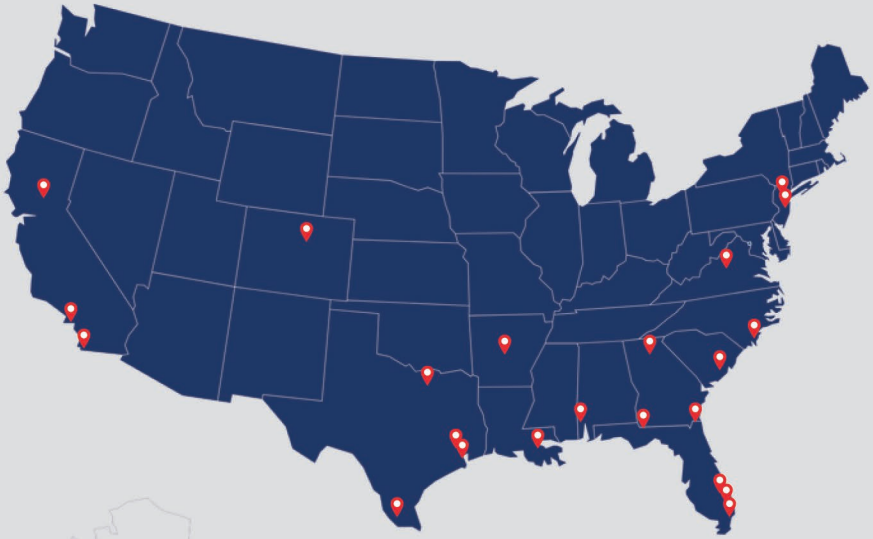


P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
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## DRC CONTACT ADDRESSES

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Metairie, LA 70005

# DRC CONTACTS



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### EVAN FANCHER
Regional Manager
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### JOHN SULLIVAN
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### JOE NEWMAN
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### WES HOLDEN
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December 9, 2024

Office of the City Clerk, City of Plantation
400 NW 73rd Ave,
Plantation, FL 3317

Re: Disaster Debris Management and Removal Services – Term Contract
RFSP No. 001-25

Dear Assistant Procurement Director Asha Edwards,

DRC Emergency Services, LLC (DRC) is grateful for the opportunity to present our proposal to provide Disaster Debris Management and Removal Services for the City of Plantation as outlined in the referenced RFSP. The residents of the City of Plantation demand the best service in the face of disaster; DRC is the full-service firm that will put the City on the path to recovery.

DRC is the standby debris removal contractor for multiple cities, counties, and other jurisdictions in South Florida, including Broward County, Miami-Dade County, Monroe County, Miami, Miami Beach, Palm Beach, and many others. In all, DRC holds more than 190 standby debris removal contracts in the State of Florida. DRC has worked on every major hurricane to strike Florida in recent years. Currently, we are activated on 26 contracts for Hurricanes Helene and Milton. We have removed more than 1,000,000 cubic yards of debris on these ongoing activations.

DRC Emergency Services boasts unparalleled experience in responding to both natural and man-made disasters, solidified by extensive partnerships with state agencies. Our expertise is demonstrated through our comprehensive and effective disaster recovery efforts, ensuring that affected communities receive prompt and proficient assistance. We pride ourselves on our long-standing relationships with local, state, and federal agencies, which enhance our ability to mobilize swiftly and efficiently in the wake of any disaster. If awarded, DRC pledges to deploy all necessary manpower and equipment to ensure project requirements are met. We have local Florida subcontractors and are committed to engaging additional local businesses. Upon award, DRC will conduct a subcontractor outreach program in Plantation to identify additional local subcontractors.

With DRC's team having over 50 years of experience, DRC has a proven track record in disaster recovery and emergency management services for federal, state, and local governments. Acquired by the Sullivan brothers from Galveston, Texas, in 2016, DRC joined the Sullivan Family of Companies, which includes Sullivan Land Services, SLSCO, Forgen, and Callan Marine Services. Our comprehensive services encompass emergency debris removal, disaster management (including temporary housing and workforce support), FEMA documentation, debris management, right-of-way maintenance, marine debris salvage, vehicle and vessel removal, technical assistance, project management, construction, demolition, and final disposal management. Employing more than 40 full-time staff, DRC has access to over 1,000 employees through our family of companies, making us a trusted partner for towns, cities, counties, and jurisdictions nationwide in disaster recovery services.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include John Sullivan, President, and Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for the City of Plantation is Evan Fancher who can be reached at (888) 721-4372, by cell: (205) 478-6400 or by email: Efancher@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud, and conforms to the specifications of your RFSP. The proposal remains in effect for 90 days. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Plantation in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF**
**A MEETING OF THE**
**MEMBERS OF**
**DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the Members of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 1, 2018.

**WHEREAS**, Section 9.01 of the Company's Third Amended and Restated Operating Agreement dated January 1, 2018 (as amended, the "LLC Agreement") and the Act permit the Members of the Company to take the following actions; and

**WHEREAS**, the undersigned, constitutes the Members of the Company (the "Members").

**NOW, THEREFORE**, the undersigned hereby make the following resolutions and consents to the following actions in lieu of a meeting of the Members of the Company:

1. The following persons, in their respective capacities indicated below, are hereby authorized and empowered for the express purpose of signing all contracts, agreements, bid documents, filings and other documents necessary for execution between Company and any third-party in the ordinary course of the Company's business, subject to any restrictions of limitations on authority as set forth in the Company's governing documents:

| Name | Office/Capacity |
|---|---|
| John R. Sullivan | President |
| Todd P. Sullivan | Vice President |
| William W. Sullivan | Vice President and Secretary |
| Kristy Fuentes | Vice President of Administration and Compliance, Secretary and Treasurer |

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing, until his or her successor is duly elected and qualified, his or her resignation, his or her removal from office by the Members of his or her death.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same

counterpart. This written consent shall be filed with the minutes of the proceedings of the Members of the Company.

Dated effective as of the date first written above.

**DRC EMERGENCY SERVICES, LLC**



By: John R. Sullivan
Its: Member

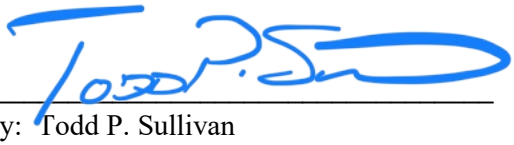

By: Todd P. Sullivan
Its: Member



By: William W. Sullivan
Its: Member

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# SMITH, HAMILTON BEVERIDGE

DRC EMERGENCY SERVICES, LLC
P.O. Box 170 P.O. BOX 17017
GALVESTON TX 36608

**LICENSE NUMBER: CRC1331307**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2030

# *State of Florida*
## *Department of State*

I certify from the records of this office that DRC EMERGENCY SERVICES, LLC is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on July 18, 2005.

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on June 10, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of January, 2015***

Ken Detzner

***Secretary of State***

**Authentication ID: CU5800449263**

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

**https://efile.sunbiz.org/certauthver.html**






# Detail by Entity Name

Foreign Limited Liability Company
DRC EMERGENCY SERVICES, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | M05000003946 |
| **FEI/EIN Number** | 63-1283729 |
| **Date Filed** | 07/18/2005 |
| **State** | AL |
| **Status** | ACTIVE |
| **Last Event** | LC AMENDMENT |
| **Event Date Filed** | 09/29/2015 |
| **Event Effective Date** | NONE |

**Principal Address**

6702 BROADWAY STREET
Galveston, TX 77554

Changed: 11/13/2018

**Mailing Address**

111 Veterans Memorial Blvd
Suite 401
METAIRIE, LA 70005

Changed: 04/23/2024

**Registered Agent Name & Address**

COGENCY GLOBAL INC.
115 North Calhoun Street
Suite 4
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 04/16/2019

**Authorized Person(s) Detail**

**Name & Address**

Title Manager, VP

Sullivan, William
6702 BROADWAY STREET
Galveston, TX 77554

Title VP, Secretary, Treasurer

Fuentes, Kristy
6702 BROADWAY STREET
Galveston, TX 77554

Title Manager, President

Sullivan, John R.
6702 BROADWAY STREET
Galveston, TX 77554

Title Manager, VP

Sullivan, Todd
6702 BROADWAY STREET
Galveston, TX 77554

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 04/28/2022 |
| 2023 | 04/20/2023 |
| 2024 | 04/23/2024 |

**Document Images**

| | |
|---|---|
| 04/23/2024 -- ANNUAL REPORT | View image in PDF format |
| 04/20/2023 -- ANNUAL REPORT | View image in PDF format |
| 06/10/2022 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/28/2022 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2021 -- ANNUAL REPORT | View image in PDF format |
| 04/09/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/16/2019 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2018 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2016 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/25/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2015 -- ANNUAL REPORT | View image in PDF format |
| 12/03/2014 -- LC Amendment | View image in PDF format |

| | |
|---|---|
| 06/10/2014 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/13/2014 -- ANNUAL REPORT | View image in PDF format |
| 10/29/2013 -- Reg. Agent Change | View image in PDF format |
| 01/21/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2012 -- ANNUAL REPORT | View image in PDF format |
| 03/15/2011 -- ANNUAL REPORT | View image in PDF format |
| 10/15/2010 -- REINSTATEMENT | View image in PDF format |
| 03/27/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/13/2008 -- ANNUAL REPORT | View image in PDF format |
| 04/02/2007 -- ANNUAL REPORT | View image in PDF format |
| 08/03/2006 -- ANNUAL REPORT | View image in PDF format |
| 03/16/2006 -- ANNUAL REPORT | View image in PDF format |
| 07/18/2005 -- Foreign Limited | View image in PDF format |

Florida Department of State, Division of Corporations

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2024

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

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

**PRODUCER**
McGriff Insurance Services, LLC
10100 Katy Freeway, #400
Houston, TX 77043

**CONTACT NAME:** Turner Murphy
**PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974
**E-MAIL ADDRESS:** turner.murphy@mcgriff.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Crum & Forster Specialty Insurance Company | 44520 |
| INSURER B : United States Fire Insurance Company | 21113 |
| INSURER C : Texas Mutual Insurance Company | 22945 |
| INSURER D : Argonaut Insurance Company | 19801 |
| INSURER E : | |
| INSURER F : | |

**INSURED**
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

**COVERAGES** **CERTIFICATE NUMBER:** 3FGF8T7Y **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | ECG107202 | 03/31/2024 | 03/31/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 5,000,000<br>200,000<br>10,000<br>5,000,000<br>5,000,000<br>5,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | 1387748556 | 03/31/2024 | 03/31/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| A | [ ] **UMBRELLA LIAB** [X] OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | EFX125034 | 03/31/2024 | 03/31/2025 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| C D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 0001307608 TX<br>929088471754 OS | 03/31/2024 | 03/31/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ | <br>1,000,000<br>1,000,000<br>1,000,000 |
| | | | | | | | | $<br>$<br>$<br>$<br>$ | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Re: RFSP NO. 001-25 / DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES

The General Liability, Automobile and Excess policies contain blanket Additional Insured endorsements in favor of all parties where required by a written contract. The General Liability, Automobile, Workers' Compensation and Excess policies contain blanket Waiver of Subrogation endorsements in favor of all parties where required by written contract. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies as required by written contract. Additional Insured, Waiver of Subrogation and Primary and non-contributory wording is limited to the extent of the policy terms, conditions and exclusions. Excess coverages follow form. In the event of cancellation by the insurance companies, the policies have been endorsed to provide (30) days' Notice of Cancellation (except for non-payment) to the certificate holder shown below.

**CERTIFICATE HOLDER**

CITY OF PLANTATION
Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE** R Michael Breedlove, JR


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2035


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CRUM & FORSTER
A FAIRFAX COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) or Organization(s) |
|---|
| Blanket when specifically required in a written contract with the named insured. |

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name of Additional Person(s) or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| Blanket when specifically required in a written contract with the named insured. | Blanket when specifically required in a written contract with the named insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) or Organization(s)** |
|---|
| Blanket when specifically required in a written contract with the named insured. |

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

   This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

| **Name of Person(s) or Organization(s)** |
|---|
| Blanket when specifically required in a written contract with the named insured. |

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us** within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# LIMITED NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**
**ERRORS AND OMISSIONS LIABILITY COVERAGE PART**
**ONSITE CLEANUP COVERAGE PART**
**THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the **Common Provisions**, Section **VI – Common Conditions** is amended by the addition of the following:

**Limited Notice Of Cancellation**

In the event that we cancel this Policy for any reason other than non-payment of premium and;

**a.** The effective date of cancellation is prior to the expiration date of this Policy; and

**b.** You are under an existing written contractual obligation to notify a certificate holder when this Policy is cancelled and have provided to us, either directly or through your broker of record, the email address of a contact at each such certificate holder; and

**c.** We received this information after you received notice of cancellation of this Policy and prior to the effective date of cancellation, via an electronic spreadsheet that is acceptable to us,

We will provide notice of cancellation via email to each such certificate holder within thirty (30) days of your providing such information to us. Proof of our emailing the notice of cancellation, using the information provided by you, will serve as evidence that we have satisfied our obligations under this condition.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

1. Broadened Insured Status
2. Blanket Additional Insured When Required Under Written Contract
3. Employee Hired Autos Liability Coverage
4. Employees As Insureds
5. Coverage Extensions – Supplementary Payments
6. Limited Fellow Employee Coverage
7. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)
8. Custom Signs And Decoration
9. Extended Towing Coverage
10. Glass Breakage
11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles
12. Extra Expense – Stolen Vehicles
13. Personal Effects Coverage
14. Audio, Visual, And Data Electronic Equipment
15. Loan/Lease Payoff Coverage
16. Airbag Coverage
17. Multiple Deductible Protection – Covered "Auto" And Trailer
18. Duties In The Event Of An Accident, Claim, Suit, Or Loss
19. Non-Owned Auto Waiver Of Subrogation
20. Blanket Waiver Of Subrogation When Required Under Written Contract
21. Coverage Territory – Short Term Hired Commercial "Autos"
22. Limited Mexico Coverage
23. Unintentional Failure To Disclose Hazards
24. Mental Anguish Resulting From "Bodily Injury"
25. Waiver Of Sovereign Immunity
26. Application Of This Endorsement



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**1. Broadened Insured Status**

SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, Paragraph **A.** Coverage, Subparagraph **1**. Who Is An Insured is amended to include as an insured:

A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered “auto.”

However, the insurance afforded by this provision **1.A.** does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered “auto”.

The insurance afforded by this provision **1.B.**:

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
   a. A joint venture or partnership; or
   b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

**2. Blanket Additional Insured When Required Under Written Contract**

Paragraph **A.1.** Who Is An Insured under SECTION **II** – COVERED AUTOS LIABILITY COVERAGE is amended to add:

d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional “insured” in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

(1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

(2) Is executed after the date of “accident” or “loss”;

Paragraph d.(2) above does not apply if:

(a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and

(b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph **a.** of Condition **5.** Other Insurance of Part **B**. General Conditions under Section **IV** – Business Auto Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision **2.** of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between



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you and the additional insured specifically requires that this insurance be primary.

**3. Employee Hired Autos Liability Coverage**

The following is added to the Who Is An Insured Provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**4. Employees As Insureds**

The following is added to the Section **II** – COVERED AUTOS LIABILITY COVERAGE, Paragraph **A.1.** Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such “auto” is being used in your business or your personal affairs.

**5. Coverage Extensions - Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** under SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, Paragraph **2.a.** Supplementary Payments are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased to $5,000; and
2. In **a.(4)**, the limit for the actual loss of earnings is increased to $1,000 per day.

**6. Limited Fellow Employee Coverage**

The following is added to Subparagraph **5.** Fellow Employee under Paragraph **B.** Exclusions in SECTION **II** – COVERED AUTOS LIABILITY COVERAGE:

But this exclusion does not apply if:

a. the "bodily injury" results from the use of a covered "auto" you own or hire, and

b. you have Workers Compensation insurance in force covering all of your “employees.”

Such coverage as is afforded by this provision is excess over any other collectible insurance.

**7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)**

The following is added to Subparagraph **1.** under Paragraph **A.** Coverage under SECTION **III** – PHYSICAL DAMAGE COVERAGE:

d. Limited Hired Auto – Physical Damage – Private Passenger

If hired “autos” are covered “autos” for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any “auto” you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION **III** – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to “autos” of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

(1) The most we will pay for “loss” to any hired “auto” is $35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.



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(2) The deductible will be equal to the largest deductible applicable to any owned “auto” of the private passenger type for that coverage, or $1,000, whichever is less.

(3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance.

(4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an “accident” for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one “accident” is $20 per day subject to a maximum of $1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $35,000 limit indicated above.

This extension of coverage does not apply to any “auto” you hire or borrow from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**8. Custom Signs And Decoration**

The following is added to Paragraph **A.** Coverage **1.** under SECTION **III** – PHYSICAL DAMAGE COVERAGE:

In the event of a total loss to an “auto” insured for auto physical damage coverage on this policy, in addition to the actual cash value of the ”auto”, we will pay the actual cost to repair or replace signage or custom paint details up to $5,000.

**9. Extended Towing Coverage**

If the named insured carries Comprehensive and Collision Coverage for the damaged covered commercial “auto”, then this coverage extension **9.** applies to that covered “auto.” If the damaged covered “auto” is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered “auto” must also carry Towing Coverage in order for this coverage extension **9.** to apply.

The following is added to Paragraph **A.2.** Towing under SECTION **III** – PHYSICAL DAMAGE COVERAGE:

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a $250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is $1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

**10. Glass Breakage**

If you carry Comprehensive Coverage for the damaged covered “auto”, then this coverage extension applies to that covered “auto”:

The following is added to Paragraph **A.3.** Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under SECTION **III** – PHYSICAL DAMAGE COVERAGE:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be $100 unless



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a lower deductible is shown on the declarations page for this coverage.

**11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles**

**A. If The Covered "Auto" Has Comprehensive Or Specified Causes Of Loss Physical Damage Coverage:**

Paragraph **a.** Transportation Expenses under SECTION **III** – PHYSICAL DAMAGE COVERAGE, **A.** Coverage, **4.** Coverage Extensions is replaced by the following:

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to $50 per day subject to a maximum limit of $1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration,

a. when the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto", or

b. when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto."

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

**B. If The Covered "Auto" Has Collision Physical Damage Coverage:**

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to $50 per day subject to a maximum limit of $1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

**12. Extra Expense - Stolen Vehicles**

The following is added under Paragraph **A.4.a.** Coverage Extensions of SECTION **III** - PHYSICAL DAMAGE COVERAGE:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.



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**13. Personal Effects Coverage**

Paragraph **A.** Coverage under SECTION **III** – PHYSICAL DAMAGE COVERAGE is amended to add the following coverage:

Personal Effects Coverage

1. We will pay for “loss” to personal property or effects which are owned by an insured and in or on your covered “auto” at the time of “loss” in the event of a total theft of that covered “auto.”
2. Subject to Paragraph **C.** Limit Of Insurance under SECTION **III** – PHYSICAL DAMAGE COVERAGE, we will pay up to $500 for “loss” of personal property or effects in any one “accident” involving total theft of a covered “auto”.

This insurance will not apply if, at the time of “loss", the covered “auto” is unattended, unless the "loss" is the result of forced entry into the covered “auto” while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this extension, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

**14. Audio, Visual, And Data Electronic Equipment**

The sub-limit in Paragraph **C.2.** of the Limit of Insurance Provision of SECTION **III**-PHYSICAL DAMAGE COVERAGE is increased to $1,500.

**15. Loan/Lease Payoff Coverage**

The following is added to Limit of Insurance of SECTION **III** - PHYSICAL DAMAGE COVERAGE:

In the event of a total “loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered “auto,” less;

1. The amount paid under the Physical Damage Coverage Section of the policy, and
2. Any;
   a. Overdue lease/loan payments at the time of the “loss”;
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage:
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.



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This coverage is limited to a maximum of $1,500 for each covered “auto”.

**16. Airbag Coverage**

If the named “insured” carries Comprehensive and Collision Coverage for the damaged covered “auto”, then this coverage extension **16.** applies to that covered “auto”.

The following is added to Subparagraph **3.a.** under Paragraph **B.** Exclusions in SECTION **III** - PHYSICAL DAMAGE COVERAGE:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

**17. Multiple Deductible Protection – Covered “Auto” And Trailer**

If you carry Comprehensive and Collision coverages for the damaged covered “autos”, then this coverage extension **17**. applies to those covered “autos”:

The following is added to Paragraph **D.** Deductible under SECTION **III** - PHYSICAL DAMAGE COVERAGE:
Whenever a covered “auto” and trailer are each damaged in the same “loss" while operating as a combined truck and trailer unit, only one deductible shall apply to the “accident”. The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
2. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**18. Duties In The Event Of An Accident, Claim, Suit, Or Loss**

A. Subparagraph **2.a.** under Paragraph **A.** Loss Conditions in SECTION **IV** – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:

   1. You, if you are an individual;
   2. A partner, if you are a partnership;
   3. A member, if you are a joint venture;
   4. An executive officer, insurance manager or any other person designated by you to send notices of “accidents” or “loss” to insurers, if you are a corporation; or
   5. A member, if you are a limited liability company.

B. Subparagraph **2.b.(2)** under Paragraph **A.** Loss Conditions in SECTION **IV** – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

   1. You, if you are an individual;
   2. A partner, if you are a partnership;
   3. A member, if you are a joint venture;
   4. An executive officer, insurance manager or any other person designated by you to send notices of claims or “suits” to insurers, if you are a corporation; or



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5. A member, if you are a limited liability company.

**19. Non-Owned Auto Waiver Of Subrogation**

The following is added to Subparagraph **5.** Transfer Of Rights Of Recovery Against Others To Us, under Paragraph **A.** Loss Conditions in SECTION **IV** – BUSINESS AUTO CONDITIONS:

We hereby waive any right of subrogation against any of your officers, directors, or “employees” which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or “employee”.

**20. Blanket Waiver Of Subrogation When Required Under Written Contract**

The following is added to Subparagraph **5.** Transfer Of Rights Of Recovery Against Others To Us, under Paragraph **A.** Loss Conditions in SECTION **IV** - BUSINESS AUTO CONDITIONS:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the "accident" or "loss"; or
3. executed after the "accident" or "loss" if:
   a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
   b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

**21. Coverage Territory - Short Term Hired Commercial "Autos"**

Paragraph **7.** Policy Period, Coverage Territory under Paragraph **B.** General Conditions in SECTION **IV** – BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered “auto” of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The “insured’s” responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover “loss” to, or “accidents” involving, a covered “auto” while being transported between any of these places.



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**22. Limited Mexico Coverage**

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

**A. Coverage**

1. Paragraph **7.** Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only for:

   a. "Accidents" or "losses" occurring within 25 miles of the United States border; and

   b. Trips into Mexico of 10 days or less.

2. Condition **5.** Other Insurance of Part **B.** General Conditions under Section **IV** - Business Auto Conditions is replaced by the following:

   The insurance provided by this Provision **22** will be excess over any other collectible insurance.

**B. Physical Damage Coverage is amended by the addition of the following:**

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

**C. Additional Exclusions**

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

**23. Unintentional Failure To Disclose Hazards**

The following is added to Paragraph **B.** General Conditions in SECTION **IV –** BUSINESS AUTO CONDITIONS:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.



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**24. Mental Anguish Resulting From "Bodily Injury"**

The definition of "bodily injury" in SECTION **V** - DEFINITIONS is replaced by the following:

"Bodily injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

**25. Waiver Of Sovereign Immunity**

The following provision applies if you are a “governmental entity” or we have added a “governmental entity” to your policy as an additional insured, and the “governmental entity” requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the “governmental entity”:

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the “governmental entity”, the immunity of the “governmental entity” or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the “governmental entity” without first obtaining express advance permission from the designated representative of the “governmental entity.”

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, “governmental entity” means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

**26. Application Of This Endorsement**

The coverage enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

All other terms and conditions remain unchanged.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# THIRD-PARTY NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMUNITY SERVICES PROFESSIONAL LIABILITY POLICY FORM
CRIME AND FIDELITY COVERAGE PART
NONPROFIT ORGANIZATIONS DIRECTORS AND OFFICERS PROFESSIONAL LIABILTY COVERAGE FORM
EQUIPMENT BREAKDOWN COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

| **SCHEDULE** | | |
|---|---|---|
| **First Named Insured:** SLSCO, LTD. DRC EMERGENCY SERVICES, LLC ENERGYGU | | |
| **Policy Number:** 1387748556 | **Policy Perio** | 03/31/2024 - 03/31/2025 |
| **Endorsement Effective Date:** | | 3/31/2024 |
| **Number of Days' Notice - Nonpayment of Premium:** | | 10 |
| **Number of Days' Notice - All Other Reasons:** | | 30 |
| **Name And Mailing Address/Email Address of Third Party:**<br>ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT. | | |

If we cancel or nonrenew this Policy, we will mail, email, or otherwise deliver notice of cancellation or nonrenewal to the Third Party shown in the Schedule above at the address shown. A copy of the third-party notification will also be mailed or delivered to the first Named Insured.

The minimum number of days prior to the cancellation or nonrenewal that the notice will be mailed or delivered is shown in the Schedule above.

All other terms and conditions remain unchanged.



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TexasMutual®
WORKERS' COMPENSATION INSURANCE

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**WC 42 03 04 B**
Insured copy

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 3/31/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001307608 of Texas Mutual Insurance Company effective on 3/31/24

Issued to: SULLIVAN INTERESTS INC

Jeanette Ward

This is not a bill

**Authorized representative**

NCCI Carrier Code: 29939

3/29/24

TexasMutual®
WORKERS' COMPENSATION INSURANCE

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**WC 42 06 01**
Insured copy

# TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

## Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 3/31/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001307608 of Texas Mutual Insurance Company effective on 3/31/24

Issued to: SULLIVAN INTERESTS INC

Jeanette Ward

This is not a bill

**Authorized representative**

NCCI Carrier Code: 29939

3/29/24

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL EXCESS LIABILITY POLICY

**SCHEDULE**

| | | |
|---|---|---|
| **COVERAGE:** | **Commercial General Liability** | |
| **Insurance Carrier:** | **Crum & Forster Specialty Insurance Company** | |
| **Policy Number:** | **ECG-107062** | |
| **Policy Limits:** | Per Occurrence Limit: | $5,000,000 |
| | Aggregate Limit: | $5,000,000 |
| **Policy Period:** | 03/31/2024 – 03/31/2025 | |
| **COVERAGE:** | **Automobile Liability** | |
| **Insurance Carrier:** | **Universal Insurance Company** | |
| **Policy Number:** | **09-518-000807676-1/000** | |
| **Policy Limits:** | Combined Single Limit: | $1,000,000 |
| | | |
| **Policy Period:** | 03/31/2024 – 03/31/2025 | |
| **COVERAGE:** | **Automobile Liability** | |
| **Insurance Carrier:** | **United States Fire Insurance Company** | |
| **Policy Number:** | **138-774855-6** | |
| **Policy Limits:** | Combined Single Limit: | $1,000,000 |
| | | |
| **Policy Period:** | 03/31/2024 – 03/31/2025 | |
| **COVERAGE:** | **Employers Liability** | |
| **Insurance Carrier:** | **Texas Mutual Worker's Compensation Insurance** | |
| **Policy Number:** | **0001307608** | |
| **Policy Limits:** | Policy Limits: | $1,000,000 |
| | | |
| **Policy Period:** | 03/31/2024 – 03/31/2025 | |
| **COVERAGE:** | **Employers Liability** | |
| **Insurance Carrier:** | **Argonaut Insurance Company** | |
| **Policy Number:** | **92-908-847175-4** | |
| **Policy Limits:** | Policy Limits: | $1,000,000 |
| | | |
| **Policy Period:** | 03/31/2024 – 03/31/2025 | |

Per **Item 5.** of the Declarations, the policy or policies, shown in the above Schedule of this endorsement are the “controlling underlying insurance” for this Environmental Excess Liability Policy.

This endorsement shall not serve to change or increase our Limits of Insurance as shown in the Declarations and as described in **Section IV. LIMIT OF LIABILITY**.

All other terms, conditions and exclusions under the policy remain unchanged.

Please see Section 1: Introduction Letter.

DRC EMERGENCY SERVICES
Striking Back.

December 9, 2024

Office of the City Clerk, City of Plantation
400 NW 73rd Ave,
Plantation, FL 3317

Re: Disaster Debris Management and Removal Services – Term Contract
RFSP No. 001-25

Dear Assistant Procurement Director Asha Edwards,

Since 1995, DRC Emergency Services, LLC and its affiliated companies (DRC) has been the leader in disaster recovery. We are the largest provider of disaster recovery and emergency management services in the United States, with a bonding capacity of over $1 billion and more than 100 full-time staff dedicated to disaster recovery. Every year, DRC responds quickly and effectively to multiple disasters across the US, helping communities recover and return to normalcy following all types of disastrous events. Whether we are called upon to clean up after a flood, fire, ice storm, hurricane, or tornado; to protect wildlife in ecologically sensitive areas; or to restore beaches using our industry-leading sand screening and beach restoration techniques, DRC's experienced leadership has what it takes to get the job done.

DRC's main office is located at 111 Veterans Boulevard, Suite 1420, Metairie, LA 70005. The main office telephone number is (888) 721-4372. We also have satellite offices across the country, including our local South Florida office at 6809 SW 12th Street, Miami, FL 33137.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include John Sullivan, President, and Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

Our Corporate Charter Registration is attached to this letter.

The Regional Manager for the City of Plantation is Evan Fancher who can be reached at (888) 721-4372, by cell: (205) 478-6400 or by email: Efancher@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud, and conforms to the specifications of your RFSP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Plantation in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

Please see Section 2: Approach to the Scope of Services.

# 1. OVERALL APPROACH AND METHODS

Prepare Respond Recover



Among the top priorities of any community are to protect lives, to minimize the loss or degradation of resources, and to restore operational capability following an event. DRC uses a basic, three-phase approach to help the City of Plantation achieve these goals: **prepare**, **respond**, and **recover**. Careful attention to these three phases is fundamental to successful disaster management.

*The primary mission of DRC Emergency Services, LLC is to provide a professional, honest, and immediate response to natural and man-made disasters.*



***"Through weekly project meetings, I became increasingly familiar with the organization's natural abilities and orderly work ethic. As the cleanup effort progressed, I realized that this company's staff was a perfect fit for working with subcontractors and property owners."***

— Leo T. Lucchesi, Director of Public Works, Washington Parish Government

# PREPARE




→ Contract Award
→ Local Teaming Partners
→ Available Equipment
→ Joint Planning & Training

## *Contract Award*

Upon award, DRC's Regional Manager Evan Fancher will schedule a meeting with the City of Plantation. The initial meeting is critical, allowing the City and the Regional Manager to make introductions and to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step-by-step plan to expedite arrangements for the training and response phases of the contract. These provisions include but are not limited to the following:

- Presenting key team members, including the Project Manager, and their responsibilities
- Participating in scenario exercises to include planning and routing
- Facilitating the designation and readiness of DDMS and final disposal sites
- Introducing the Monitoring Firm Representative (if applicable)

## *Local Teaming Partners, Vendors, and Subcontractors*

DRC maintains a network of more than 2,000 subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors, along with DRC's own personnel and equipment, are capable of mobilizing events of any size. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, and in recognition of the value of local knowledge and expertise in any disaster scenario, DRC encourages local participation. DRC uses the following methods to identify local subcontractors:

- Outreach programs
- Government databases
- Website applications
- Client and vendor referrals
- SBE compliance departments
- Direct mail outreach

## *Available Equipment*

DRC will use owned equipment, subcontractor equipment, and/or lease/rent equipment based upon the disaster scenario. **DRC has the most expansive collection of rolling stock and equipment in the disaster services industry**. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. **During the 2021 hurricane season, DRC operated more than 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.**




Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Herc, Sunbelt, Bottom Line, United, Caterpillar, William Scotsman, etc., to supplement our equipment needs.

**DRC Emergency Services Asset List**

| Equipment Type | Description | Quantity |
|---|---|---|
| Bucket Trucks | Various Models with Booms | 110 |
| Chip Trailers | Various Models and Horsepower | 14 |
| Chip Vans | Receptacle Vehicles | 2 |
| Dump Trucks | Various Models with Dual and Tri Axles | 353 |
| End Dump Trailers | Various Models and Capacity | 298 |
| Flat Bed Semis | Various Models for Equipment Movement | 6 |
| Flat Beds | 53' Equipment Trailers | 20 |
| Fuel Trucks | Multiple Model and Gallon Capacity | 46 |
| Low Boys | Equipment Movement Trailers | 53 |
| Pickups | Half and Three-Quarter Ton of Various Makes and Models | 45 |
| Roll Off Trucks | Primarily Galbreath 60,000-Pound Hoist on Various Makes | 82 |
| Rolls Off Containers | 20, 30 and 40 Cubic Yard Containers | 337 |
| Self-Loaders | Various Makes with Buckets Ranging from 2-10 Cubic Yards | 343 |
| Semi Dumps | Various Makes and Models with Various Capacity | 240 |
| Semi Tractors | Various Makes | 232 |
| Service Trucks | Fully Stocked Road Ready Service Vehicles | 79 |
| Slingers | Various Models | 5 |
| Straight Trucks | Various Makes and Models | 8 |
| Sweepers | Various Models Used for DMS Operation | 3 |
| Tankers | Various Models | 125 |
| Tractor /Trailers Combos | Various Models | 29 |
| Tractors | Various Makes and Models | 43 |
| Trailers | 25-Foot Travel Trailer | 1 |
| Utility Trailers | 15 and 20-Foot Utility Trailers | 2 |
| Vacuum Trailer | Various Makes | 30 |
| Vacuum Trucks (Wet) | Various Makes | 13 |

| | | |
|---|---|---|
| Walking Floors | 48-Foot Automated Trailers | 46 |
| Water Trucks | Various Capacity Used for DMS Operation | 3 |
| Attachments - various | Buckets, Hoists, Slings, etc. | 157 |
| Back Hoes | Various Models and Capacity | 40 |
| Bobcats | Skid-Steer with Multiple Attachments | 53 |
| Bull Dozers | Various Makes and Sizes | 45 |
| Conveyors | Used for Material Movement | 2 |
| Crushers | Metal Compaction and Volume Reduction | 24 |
| Excavator | Various Makes and Models | 164 |
| Feller Buncher | Various Makes and Models Used for Clearing Projects | 27 |
| Front End Loaders | Various Makes, Models and Bucket Capacity | 127 |
| Generators | Various | 41 |
| Grinders | Horizontal and Tub Grinders | 36 |
| Jarraf Tree Trimmers | High-Capacity Trimming Equipment | 3 |
| Jersey Barriers | Used for Highway Projects and Within DMS | 200 |
| Light Plants | Various Used for Night Operation | 100 |
| Material Handlers (Tele Boom) | Loading Equipment | 3 |
| Mobile Kitchens | Various Models | 13 |
| Off Road Dumps | Volvo High Capacity | 2 |
| Pumps | Various Sizes | 5 |
| Safety Signs, Cones and PPE/arrow boards/message boards | Used for Highway Operations | 503 |
| skid steers | Various Sizes with Multiple Attachments | 96 |
| Screens | Shaker Screens and Sand Screens | 4 |
| Water Trucks | Various Models and Capacity | 12 |
| | **Total:** | **4225** |

## Marine Vessels/Equipment

| Equipment Type | Quantity |
|---|---|
| Inland Marine Harvester | 1 |
| Air Boat | 3 |
| Amphibious Aquatic Excavator | 1 |
| Tugboat | 14 |
| Underwater ROV | 1 |
| Utility Boat | 1 |
| Work Boat | 15 |
| JON Boats | 10 |
| 500 CRANE (120 X 54 X 10) | 1 |
| 510 CRANE (100 X 52 X 9) | 1 |
| 524 CRANE (250 x 64 x 12) | 1 |
| 526 CRANE (293 X 80 X 19) | 1 |
| 527 CRANE (176 X 75 X 13) | 1 |
| 529 CRANE (250 X 64 X 12) | 1 |
| 531 CRANE (420 X 98 X 25) | 1 |
| 532 CRANE (300 X 90 X 19) | 1 |
| 533 CRANE (310 X 100 X 20) | 1 |
| 534 CRANE (111 X 45 X 11) | 1 |
| 535 CRANE (250 x 64 x 12) | 1 |
| 536 CRANE (250 x 64 x 12) | 1 |
| 541 CRANE (200 X 60 X 12) | 1 |
| 566 CRANE (140 X 70 X 12) | 1 |
| Hopper Barge (EX NYC DOS) | 16 |
| Hopper Barge (260 X 52.5 X 12) | 7 |
| Hopper Barge (200 X 40 X 17.75) | 2 |
| Hydra Sport | 1 |

| | |
|---|---|
| Hydraulic Driven Propelled Pushers | 1 |
| Pontoon Boats | 9 |
| Poseidon Barges | 3 |
| Push Boats | 2 |
| Rescue Skiff | 2 |
| Sectional Barges | 28 |
| Side Scan Sonar | 2 |
| Deck Barge | 32 |
| Deck Barge with 9' Bin Walls | 2 |
| Deck Barge with Spuds | 7 |
| Deck Barge with Steel Box Rails | 19 |
| Go Devil Boat | 1 |
| **Total:** | **61** |



## *Joint Planning, Technical Training, and Educational Services*




DRC Emergency Services, LLC can help local governments prepare for any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides ongoing education to DRC's personnel and the jurisdictions we serve. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, and the Oklahoma Emergency Managers Conference, and he presided over the roundtable workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principles of Emergency Management** and have had overwhelming success providing training programs and pre-event planning workshops.

Mr. Furr and our Key Personnel are always available to provide the City of Plantation with planning and training exercises. DRC will provide regular planning, training, and feedback sessions throughout the length of the City's contract at no extra cost. Typical workshops include one or more of the following topics:

- Pre-Season Debris/Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise







When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller jurisdictions by inviting neighboring communities to a combined training session.

Benefits of planning and training sessions include the following:

- Providing an opportunity to build relationships between both parties
- Delivering invaluable operational and administrative information to all stakeholders
- Discussing forecasting and reviewing the debris management plan

***"I have been city manager for over 50 years. DRC is the best Hurricane contractor I have had the opportunity to work with."***

\- Samuel Kissinger, City Manager, Indian Creek Village, FL

## Identifying Equipment Staging Areas

Determining equipment staging areas ahead of time allows DRC to seamlessly mobilize resources in advance of a disaster, whenever possible. In all cases, it saves time in the response. While discussing potential plots to stage equipment, the following should be considered:

- Staging away from residential areas
- Easy access from main rights-of-way
- Sufficient acreage to manage a large number of vehicles
- Fencing around the facility is preferable



## Establishing Emergency Push Routes & Collection Grids

Creating a plan to map emergency push routes and collection grids before disaster strikes will save time in the days afterward. Exact routes will vary based on which areas sustain the most damage, but they should always include the following:

- Hospitals
- Police departments
- Emergency shelters
- Nursing homes
- Major traffic routes

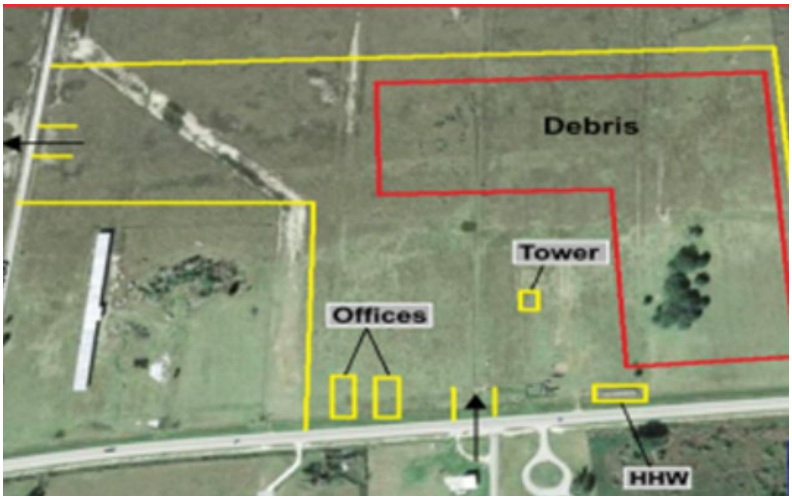


## DDMS Site Selection

DRC will discuss potential DDMS sites with the City of Plantation during the planning phase. Important criteria will include the following:

- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water control considerations
- Elevation
- Sound buffers and fencing

## Identifying Permanent Disposal, Transfer, and Recycling Facilities

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC's management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project.

## Final Disposal Sites in Broward County

| FACILITY NAME | LOCATION | CITY | WASTE TYPES ACCEPTED |
|---|---|---|---|
| Monarch Hill Landfill | 2700 Wiles Road | Pompano Beach | Asbestos, Non-Friable Asb., C&D Waste, Carpet Mat., Cont. Soil, Indust. Waste, Rubble, Medical Waste, MSW, Non-haz Ash, Sludge, Wood, Appliances, Yard Waste |
| Coral Springs Transfer Station | 12600 Wiles Road | Coral Springs | C&D Waste, Furniture, MSW, Recyclables, Yard Waste |
| Broward County Central Transfer Station | 5490 Reese Road (State Road 84) | Davie | C&D Waste, MSW, Yard Waste |
| Wheelabrator South Broward Inc. | 4400 State Road 7, (between I-595 & Griffin Road) | Fort Lauderdale | Medical Waste, Scrap Metal, MSW, Special Waste, Tires, Yard Waste |
| Broward County Landfill | 7101 SW 205th Avenue, US 27 & Sheridan Streets | Fort Lauderdale | C&D Waste, MSW, Sludge, Tires, Yard Waste |
| Envirocycle Material Recovery Facility | 849 SW 21st Terrace | Fort Lauderdale | C&D Waste, Recyclables, Yard Waste |
| Airport Recycling Specialists, Inc. | 3551 SW Second Avenue | Fort Lauderdale | Recyclables |
| Broward County North Transfer Station | 2780 North Powerline Road | Pompano Beach | C&D Waste, MSW, Yard Waste |
| Broward County South Transfer Station | 5601 W. Hallandale Beach Boulevard | Hollywood | Electronics, Yard Waste |
| Pembroke Park Transfer Station | 1899 S.W. 31 Avenue | Hallandale | C&D Waste, MSW |
| City of Deerfield Beach Reycling Center | 401 SW 4th St | Deerfield Beach | Recyclables, Truck Tires, Tires |
| J&A Waste Corporation | 1810 SW 42nd Way | Deerfield Beach | C&D Waste, Furniture, Appliances, Yard Waste |
| Deerfield Beach Recycling & Transfer Station | 1751 SW 43rd Terrace | Deerfield Beach | C&D Waste, MSW, Tires, Yard Waste |
| FSR Hauling & Recycling | 1440 SW 31st Ave | Pompano Beach | C&D Waste, Recyclables |
| Coastal Waste & Recycling - Coastal Four | 1840 NW 33rd St | Pompano Beach | Cont. Soil, Indust. Waste, Rubble, Yard Waste |
| Coastal Waste & Recycling - Coastal Three | 3900 NE 10th Way | Pompano Beach | Cont. Soil, Indust. Waste, Yard Waste |
| Cliff Berry, Inc. - Port Everglades | 3400 SE 9th Ave. | Fort Lauderdale | |
| Panzarella MRF LLC | 1601 SW 3rd St | Pompano Beach | C&D Waste, Scrap Metal, Recyclables, Yard Waste |

| | | | |
|---|---|---|---|
| Reuters Recycling Composting & Transfer Station | 20701 Pembroke Road, 5/8 mi East Off Hwy 27 Pem. | Pembroke Pines | C&D Waste, MSW, Recyclables, Yard Waste |
| WM Davie Transfer Station | 2380 College Avenue | Davie | C&D Waste, MSW, Recyclables |
| Sun Recycling Two - Pompano Beach | 2281 NW 16th Street | Pompano Beach | C&D Waste, Shingles, Appliances, Yard Waste |
| Sun Recycling Seven - Deerfield Beach | 1815 Powerline Road | Deerfield Beach | Land Clearing, Recyclables, Wood, Yard Waste |
| WestRock Fort Lauderdale Recycling Facility | 3021 S.W. 1st Terrace | Fort Lauderdale | Scrap Paper, Recyclables |
| Sun Recycling Three - Dania Beach | 3251 SW 26th Terrace | Dania Beach | C&D Waste, Shingles, Appliances, Yard Waste |
| Sun Recycling Fourteen - Davie | 3250 SW 50th Avenue (Fields Road) | Davie | C&D Waste, Furniture, MSW |
| Sun Recycling Eleven - Deerfield Beach | 1750 SW 43rd Terrace | Deerfield Beach | Scrap Paper |

Potential DDMS Sites

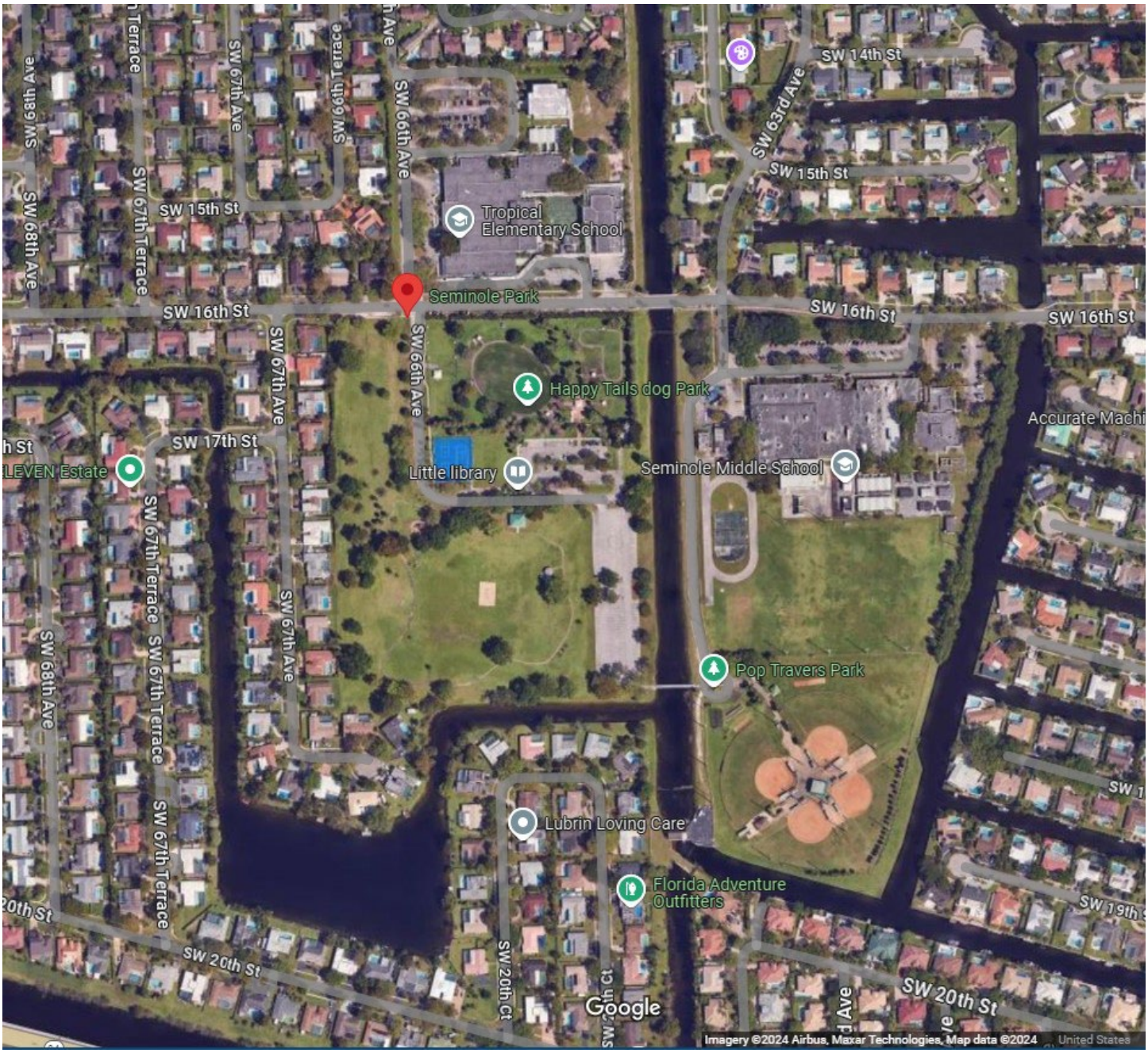


Site Name: Seminole Park - 105421
Site Address: 6600 SW 16 Street, Plantation, FL
Type of Debris Managed: Mixed Debris

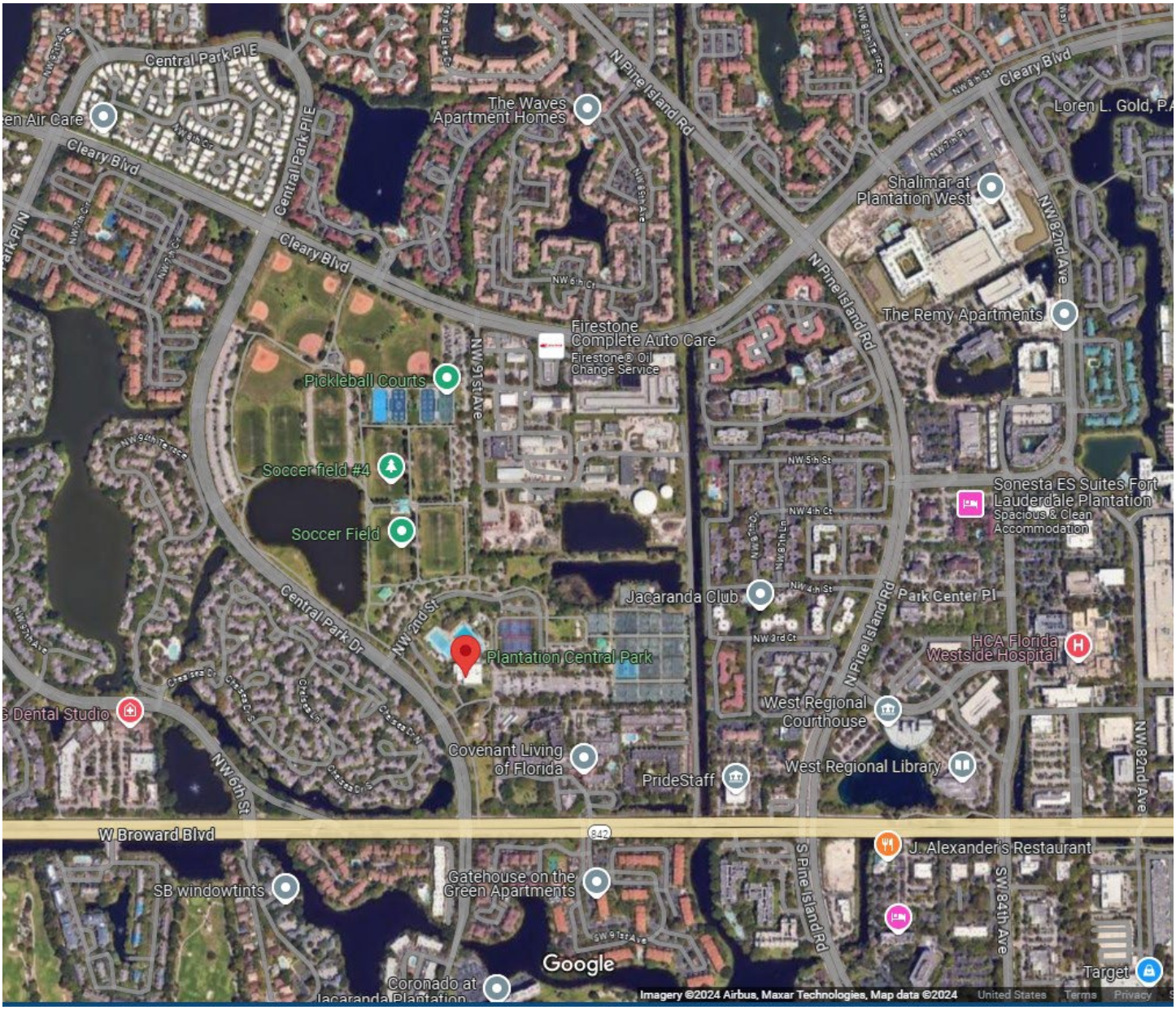


Site Name: Central Park - 105455
Site Address: 9151 NW 2nd Street, Plantation, FL
Type of Debris Managed: Mixed Debris

# RESPOND




- → Alert Phase
- → Response Timeline
- → Preliminary Damage Assessments
- → Emergency Push Operations
- → Loading and Hauling Operations
- → Disaster Debris Management Site Operations
- → Compliance
- → Safety
- → Prompt Damage Resolution
- → Documentation and Data Management
- → Communication and In-Field Technology
- → Client Interaction Program
- → Post Event Evaluations
- → Sustainability

## *Alert Phase*

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 72 hours before impending impact, Evan Fancher will contact the City of Plantation to discuss activation and response
- At the discretion of the City, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- DRC will identify and assess the readiness of our network of subcontractors for Emergency Push and Load and Haul Operations
- Our team will pre-stage equipment and personnel as needed to respond to the immediate aftermath of the event
- DRC will map Emergency Push Collection routes, if these have not been determined in the planning phase

## *Post-Disaster Impact Response Timeline*

Upon receipt of Notice to Proceed or Task Order, DRC will immediately commence mobilization of equipment, operators, and laborers. **DRC has the capacity to meet, sustain, and manage all facets of disaster response**, including **responding within 24 hours.** DRC proposes the following time frames for immediate disaster response:

### Within 8 Hours After Notice to Proceed

- Project Manager and support staff are in place and interacting with the City of Plantation's Point of Contact

### Within 24 Hours After Notice to Proceed

- Staging and certification of equipment is underway
- Permitting and mobilization of DDMS sites has begun
- Emergency Push activities are well underway, in coordination with utility providers
- Initial Damage Assessment is complete
- Public Service Announcements are initiated
- Logistical Support requirements have been assessed
- Initial Safety Meeting takes place
- Time and location of daily productivity meetings is established

### Within 48 Hours After Notice to Proceed

- Initial understanding of crew type and quantity has been established with the City's Point of Contact
- Roughly 50 percent of required equipment and manpower are in place
- At least one DDMS is operational, so that load and haul activities can begin
- DRC has initiated discussions with final disposal and recycling/composting providers (if applicable)
- Mapping of Collection Zones has been finalized in consultation with the City's Point of Contact
- Truck certifying continues
- Daily productivity meetings continue between DRC, the City's Point of Contact, and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

### Within 72 Hours After Notice to Proceed

- Full Mobilization is complete
- Emergency Push complete (if applicable)
- All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- Productivity assessments are made based upon existing travel times and DDMS requirements adjusted
- Equipment and personnel needs are reassessed
- Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- Daily productivity meetings continue between DRC, the City's Point of Contact, and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

## *Preliminary Damage Assessments*

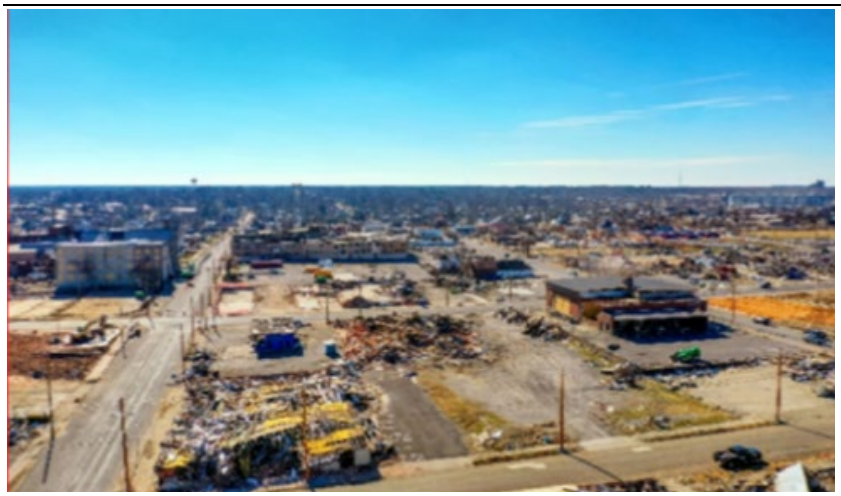

Within 24 hours of an incident, DRC and local, state, and federal officials will have completed preliminary damage assessments to indicate the scope of losses and recovery needs. Through the debris assessment, DRC will accomplish the following:

- Estimate the quantity and mix of debris
- Estimate damage costs
- Determine impact on critical facilities
- Identify impact on residential and commercial areas

## *Emergency Road Clearance/Push Operations*



In an emergency push operation, debris is "pushed" or cleared from the public roadways in an order of priority established by the City of Plantation. DRC's goal in a push operation is to make roadways and intersections as safe as possible by increasing visibility and minimizing traffic obstructions. Push routes are predetermined with the help of City personnel, who have a clear understanding of the geography of the community.

Push crews consist of four to five personnel with supervision, chainsaws, and equipment capable of moving heavy material, such as skid steers, front end loaders, etc. This phase of work is usually accomplished within one to five days after the event, depending on the scale of the disaster. For safety reasons, debris is collected only during daylight hours.

## *Loading and Hauling Operations*



### Certification of Equipment

DRC will begin the certification of equipment as soon as possible, generally within 12 to 24 hours after a Notice to Proceed is issued. Trucks will be staged at a location where the City's third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.

## Public Relations

In the midst of chaos brought on by a disaster, clear communication about the recovery process helps to restore a sense of safety to communities. Providing the public with guidance regarding the material collection and separation process will also significantly enhance the efficiency of the operation.

To ensure effective communication with the public about debris collection operations and timelines, DRC will coordinate with the City on creating a communications plan, including disseminating Public Service Announcements (PSAs) and flyers. These PSAs and flyers will be shared on various platforms including City websites, local radio and television news outlets, and social media channels. Please see the example flyer below that defines and illustrates material separation for residents:



**St. Charles Parish President Matthew Jewell met with Louisiana Gov. John Bel Edwards and state delegates to discuss the impact of the tornado in Killona and Montz in 2022.**

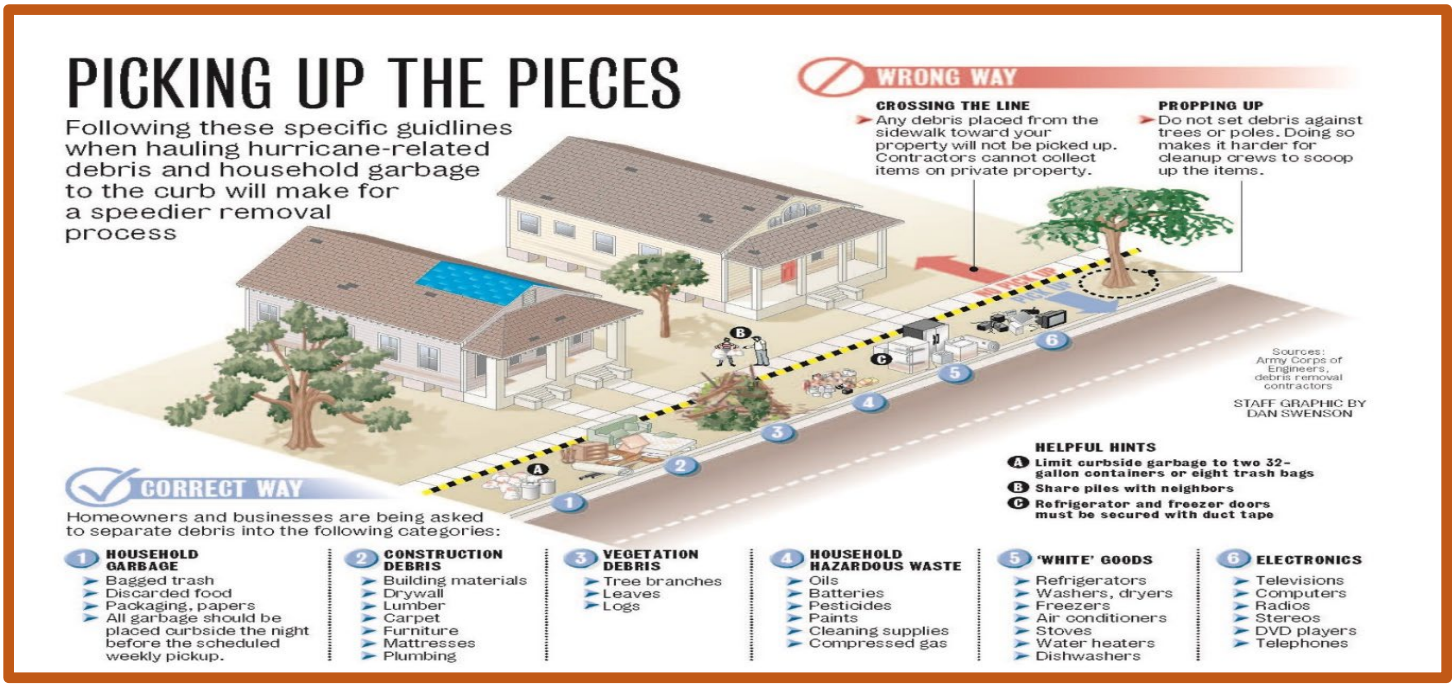


## Multiple Scheduled Passes

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC adheres to FEMA's guideline of three scheduled collections or passes. In rare cases, particularly following major flooding, additional collections may be warranted.

## Field Operations

Within 24 to 48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the City), DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will generally consist of three to five hauling vehicles of 30 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

All debris removal operators will be given area maps designating assignment/authorized areas or zones of operation as well as transport routes designated and/or approved by the City. Field supervisors shall ensure that all debris removal operators are licensed and certified to operate the required equipment. As crews complete zones, the areas will be jointly surveyed by DRC and the City of Plantation and closed out.

## Public and Private Property Debris Removal

DRC's Debris Removal Crews will remove all eligible debris from the right-of-way and haul it to a designated Disaster Debris Management Site and/or directly to a final disposal site. At the request of the City of Plantation, DRC will also demolish structures and/or remove debris from public easements, improved public property, and public properties other than rights-of-way.



**This illustration depicts a typical post-disaster scenario that involves construction and demolition debris (C&D). In this case, the public has been advised through PSAs and a flyer such as the above to place disaster generated debris in the right-of-way (ROW) in separate piles organized by debris type for separate collections.**

Eligible debris is that which has been generated directly by the event or as a result of the event. For debris on private property to be eligible, Private Property Debris Removal must be authorized.

FEMA may extend public assistance to include private property debris removal when it poses a threat to the public. Under the request and direction of the City of Plantation or its representative, DRC will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety of the City's residents.

## Vegetative Debris



Vegetative debris is defined as tree branches, leaves, logs, timber, and stumps.

DRC's crews can collect vegetative debris using a wide spectrum of equipment. To increase efficiency, DRC will often combine the removal of hazardous trees, including "leaners" (leaning trees) and "hangers" (hanging limbs), with the collection of other vegetative debris.

Once collected, vegetative debris will be transported to a Disaster Debris Management Site for processing. There are two main ways of reducing vegetative debris to conserve valuable landfill space:

- Reduction by **grinding** creates mulch, a valuable resource which can be used in landscaping, by farms as compost, or distributed to households for use in gardens; or it can be burned as a fuel source
- Reduction by **burning** provides for the most cost-effective processing, in areas where burning is an option

## Hazardous Tree and Limb Removal



A tree is considered hazardous if its condition was caused by the disaster and it poses a risk to public health and safety. If possible, leaner and hanger removal will be performed in advance of load and haul activity so that these trees and limbs can be collected simultaneously with ROW debris. Crews may include climbers with chainsaws, as well as bucket trucks, automated saw trucks, and excavators.

FEMA uses the following criteria to define whether a leaner or hanger is hazardous. These criteria will be used by the City of Plantation's independent monitoring firm to determine the eligibility of each tree to be removed:

- The tree trunk must be six inches in diameter or greater when measured at chest height
- More than 50% of the crown is damaged or destroyed
- The trunk is split or branches broken, exposing the heartwood
- The tree has fallen or been uprooted within a public use area
- The trunk is leaning at an angle greater than 30 degrees
- Hanging limbs must be at least 2 inches in diameter and pose a threat of falling into an improved public area or right-of-way

## Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process. The City's monitor will generally determine the eligibility of stumps for removal. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all the following criteria:



- 50% or more of the root ball is exposed (if less than 50% of the root ball is exposed, it may be flush cut)
- The stump's diameter is greater than 24 inches, as measured 24 inches above the ground
- The stump is located on improved public property or a public right-of-way
- The stump poses an immediate threat to life, public health and safety

Crews will use excavators to extract larger stumps, then load them onto flatbed trailers for transport to the DDMS or final disposal facility, where they will be ground into mulch. Most often, large stumps must be split prior to grinding, whereas smaller stumps can be ground directly. After removing larger stumps, DRC will fill the hole to ground level.

- Following Hurricane Ida in 2021, DRC collected and disposed of over **12,200,000 cubic yards** of vegetative debris.
- While working on the recovery in Florida Department of Transportation Regions 2 and 3 after Hurricane Michael, DRC collected over **2,660,000 cubic yards** of vegetative debris, including **17,169 hazardous trees**.
- During the same storm in Jackson County, Florida, DRC collected over **2,445,000 cubic yards** of vegetative debris, including **32,290 hazardous trees**.

- While working on the recovery in Puerto Rico after the effects of Hurricane Maria, DRC collected **96,835 hazardous trees** from the island as a part of a **$78 million contract**.
- For the City of Fort Lauderdale in response to Hurricane Irma in 2017, DRC removed over **12,500 hazardous stumps and trees**.
- In response to Ice Storm Pax in 2014, The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in eight counties, totaling over **12,000 miles of roadway clearing** and the trimming of over **225,000 trees**.

## Construction and Demolition (C&D) Debris

Construction and Demolition (C&D) Debris consists of building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing. C&D Debris is produced most often by floods, tidal surge, and earthquakes.



When collecting C&D Debris, DRC carefully considers local and state restrictions on landfill material acceptance. Using a DDMS provides an opportunity for reduction by material separation and compaction. Additionally, some building materials may be salvageable for reuse, if local facilities are in place. Transportation directly to the final disposal site does not allow for reduction; however, in some cases it may be more efficient.

A wide variety of equipment can be used to collect C&D Debris, including self-loaders.

- Following Hurricane Ida in 2021, DRC collected and disposed of over **4,500,000 cubic yards** of C&D debris.
- In the States of North Carolina and Florida during Hurricanes Michael and Florence—which occurred simultaneously—DRC removed approximately **635,000 cubic yards of C&D**.
- DRC's response to severe flooding in the City-Parish of East Baton Rouge, Louisiana, in 2016 required the use of more than 300 hauling vehicles in the collection, processing, and/or recycling of over **1.2 million cubic yards of C&D debris.**

## White Goods



"White goods" are appliances, including refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

DRC will collect white goods separately, often using light duty trucks and trailers with a liftgate. We will then transport them to a designated area at a DDMS or directly to a recycler. Any profits from recycling will be returned to the City unless otherwise stipulated in the contract.

The public will have been informed by DRC's public relations campaign to remove all contents from refrigerators and freezers prior to collection or to duct tape the doors shut to facilitate safety and ease of collection. Refrigerators and freezers collected with contents shall be staged for content removal and disposal. Freon shall be removed by a certified technician under the guidance of EPA regulations.

- In response to Hurricane Ian in 2022, DRC removed and recycled/disposed of **3,628 appliances** in South Florida. This work included the removal of **892 appliances from waterways**.
- After Hurricane Harvey in 2017, DRC removed and recycled/disposed of **4,227 appliances** in the Houston area.
- The Baton Rouge area experienced historic flooding in 2016. DRC removed and recycled/disposed of **more than 10,000 appliances** as part of a **$45 million contract**.

## Household Hazardous Waste



Household Hazardous Waste (HHW) consists of oils, batteries, pesticides, paint, cleaning supplies, and compressed gas.

HHW is collected separately from other types of debris and securely placed in spill-proof containers for transportation to staging at a DDMS or direct transport to a qualified recycler or disposal facility. When stored at a DDMS, the area is generally protected with lining or berms, or both, depending upon the requirements of the state environmental agency. When materials are recycled, the recycler will often collect the items from the DDMS, pack them appropriately, and transport them to the recycling facility.

- In our response to Hurricane Ian in South Florida in 2022, DRC removed and disposed of **698,889 cubic yards of household hazardous waste**.
- In Pender County, North Carolina, after Hurricane Florence in 2018, DRC collected **28,130 pounds of household hazardous waste** as a part of a **$10 million contract**.
- DRC removed and disposed of **55,486 cubic yards of household hazardous waste** in the Houston area following Hurricane Harvey in 2017.
- After the severe flooding of the City-Parish of East Baton Rouge, Louisiana in 2016, DRC removed and disposed of **554,880 cubic yards of household hazardous waste**.

## Electronic Waste Collection (E-Waste)



E-Waste debris includes televisions, computers, radios, stereos, DVD players, telephones, etc.

DRC will make one or two separate passes to collect e-waste, depending on the severity of the disaster. General laborers, along with a supervisor, will collect the items using light duty trucks and trailers, then transport them either to a specific area of the DDMS or directly to a recycler.

- After Hurricane Florence, DRC removed **2,786 e-waste units** in Pender County alone; the total number of units DRC collected in response to Hurricane Florence was **3,116**.
- After 2017's Hurricane Harvey, DRC removed **9,268 e-waste units** in the Houston area.
- DRC removed **18,908 e-waste units** in response to the 2016 Baton Rouge floods.

## Tires

Following flood events or tidal surge, debris removal crews often find tires in debris piles on the public ROW. Tires create a special problem for landfill operators, as they tend to rise or float and can ultimately damage the landfill cap. Therefore, DRC's debris removal crews will separate tires from other debris.

Tires can be easily collected using light duty equipment. Ideally, we will transport them directly to the recycler or shredder. Federal and state regulations often require a waste hauler permit to transport tires.

## Canal/Waterway Debris Removal



Canal debris removal is most often performed under the oversight of state environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris removal may be land-based or water-based. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work.

Targets can be identified by side-scan sonar or below surface observation. Target removal may span from the water bottom to surface debris, or it may be limited to designated depths.

When appropriate, debris can be collected with grapples mounted on barges of varying sizes or even small boats. Land-based operations consist of removal of targets with long reach excavators equipped with a spoils or dredge bucket.

Temporary Offloading Sites can be used to stage debris prior to transport to a DDMS for processing or to final disposal. When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal.

- DRC is currently contracted by the City of Houston for a multi-phase waterway debris removal project and has removed **1.5 million cubic yards** of debris from Houston waterways to date.
- In response to Hurricane Ida in 2021, DRC collected and disposed of over **428,000 cubic yards** of debris from canals and waterways across 5 jurisdictions.

## Vehicle and Vessel Removal



DRC has extensive experience performing large scale vehicle and vessel removal and recovery projects. A single project for the State of Louisiana following Hurricanes Katrina and Rita involved the recovery and management of thousands of vehicles and vessels.

Operating procedures for vehicle and vessel removal projects vary from state to state due to legal requirements. The scope of work is always developed in consultation with the jurisdiction.



To begin a vehicle and/or vessel removal project, DRC will activate one or more aggregation sites for storage, processing, recordation, and access. Arranging the vehicles in a grid pattern allows for easiest access.

For a land-based recovery, DRC will tag and record vehicles and vessels prior to removal. For a water-based recovery, we will locate and record the vessels prior to removal.

At the aggregation site(s), DRC or a properly trained and licensed subcontractor will remove fluids from the vehicles and vessels. DRC will send an initial notification to the vehicle's owner, as determined by VIN information gathered in the field using the State Police database, according to local and state regulations. Additional notifications may be sent using certified mail, if required by law. DRC will also allow private insurance companies to access the vehicles for viewing.

Salvaged vessels and vehicles may be retrieved by either owners or insurance companies. Those that are not retrieved after ample notification will be crushed and recycled. Any proceeds from recycling will be returned to the City unless otherwise stipulated in the contract.

- DRC's recent experience in the removal of sunken vessels includes the Louisiana Parishes of Jefferson, Terrebonne, and East Baton Rouge. In the City-Parish of East Baton Rouge, our annual channel clearing project for 2022 totaled **$11,029,963**.
- After Hurricane Ike struck Texas in 2009, DRC removed sunken vessels and debris from four major bays and waterways in the affected area. We used side scan sonar to identify targets in advance and in combination with a well-designed implementation plan. DRC removed a total of **2,100,000 cubic yards of vessels and debris**, and the complete marine operation was concluded in just over 30 days.



## Expertise in the Removal of Dead Animals

All carcasses should be disposed of as soon as possible. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

- DRC led the Red Tide Fish Kill cleanup project in Pinellas County in 2018, collecting over **1,800 tons of dead fish** in a three-month span while also cleaning and maintaining **45 miles of coastline**. The **total contract amount was $6,895,562**.
- After the severe flooding in the Baton Rouge area in 2016, DRC removed and disposed of dead animals as needed as part of a **$45,000,000 contract** with the City.
- For the City of Galveston following Hurricane Ike in 2008, DRC removed and disposed of dead animals as needed as part of a **$38,007,492 contract** with the City.

## Protection of Archaeological Sites and Human Remains

If in the process of debris removal DRC discovers evidence of a possible archaeological site, we will immediately cease work and contact FEMA. A qualified monitor may be required. If human remains are found, DRC will contact local authorities.

# *Private Property Debris Removal*

DRC has extensive experience in removing all kinds of debris from private property after every type of disaster. Upon the request of the City of Plantation, DRC will remove debris from private properties as directed. Depending on the severity of the event, and with proper documentation in place, FEMA reimbursement may be available.

The FEMA Private Property Debris Removal Program plays a crucial role in facilitating the cleanup and recovery process for individuals and families affected by natural disasters. Here's a breakdown of key aspects of the program:

**Eligibility Criteria**: The program is designed to assist property owners whose residences or businesses have been damaged or destroyed by a federally declared disaster, providing financial assistance for the removal of debris from their private properties.

**Types of Debris Covered**: Eligible debris includes vegetative debris and construction and demolition materials resulting directly from the disaster event, such as fallen trees, damaged structures, and household belongings.

**Documentation Requirements**: Property owners must submit thorough documentation, including photographs, damage assessments, and estimates for debris removal costs, to support their eligibility for assistance under the program.

**Environmental Considerations**: Debris removal activities must adhere to environmental regulations and guidelines to minimize ecological impact and ensure safe disposal of hazardous materials, such as asbestos or household chemicals.

**Reimbursement Process**: Upon completion of debris removal operations, property owners or their contractors submit documentation of incurred expenses to FEMA for reimbursement, subject to verification and approval.

**Community Outreach and Education**: FEMA conducts outreach and education initiatives to inform property owners about the program, eligibility requirements, and available resources to facilitate their participation and ensure equitable access to assistance.

The FEMA Private Property Debris Removal Program serves as a vital resource for individuals and communities navigating the challenges of post-disaster recovery, offering financial support and logistical assistance to expedite the cleanup process and facilitate the rebuilding of homes and businesses.

## Policy Update

***Pre-approval from FEMA is not required for the Applicant to begin PPDR work (including on privately owned residential and commercial property); however, for the Applicant to receive PA funding, FEMA must determine that the work is eligible. The Applicant must notify FEMA that PPDR is being conducted and the type of property on which the PPDR is being conducted (e.g., privately-owned residential or commercial property) so FEMA can ensure notifications to the necessary FEMA components and federal partners.***

- **FEMA Memorandum, dated October 17, 2022**

## Experience in Private Property Debris Removal

For decades, DRC has provided structural and strategic demolition services on both public and private property in a safe, environmentally responsible manner. DRC's number one priority is to eliminate the immediate threat to public health and safety that damaged and abandoned structures may cause. DRC works closely with federal, state, and local entities to ensure compliance with environmental guidelines.

Demolition is an integral part of any community's recovery from a major disaster, and DRC Emergency Services, LLC has a long and wide-ranging history of successfully managing numerous Right-of-Entry Programs in accordance with FEMA guidelines. Since its inception, DRC has performed private property debris removal following multiple events such as the Marshall Fire, Washington BABB Fire, and Hurricanes Ida, Michael, Laura, Gustav, Katrina, and Ian.

In the aftermath of Hurricanes Katrina and Gustav, DRC was responsible for the demolition of over 2,500 homes throughout the State of Louisiana in Washington, Jefferson, Terrebonne, and Orleans parishes. The FEMA demolition, Selective Salvage demolition and Strategic Demolition projects, which have been in effect since 2007, are responsible for the elimination of over 2,000 blighted properties. DRC also provided demolition services to the City of Lake Charles following devastating hurricanes in 2020 and 2021.

# *Disaster Debris Management Site Operations*

## Permitting and Site Mobilization

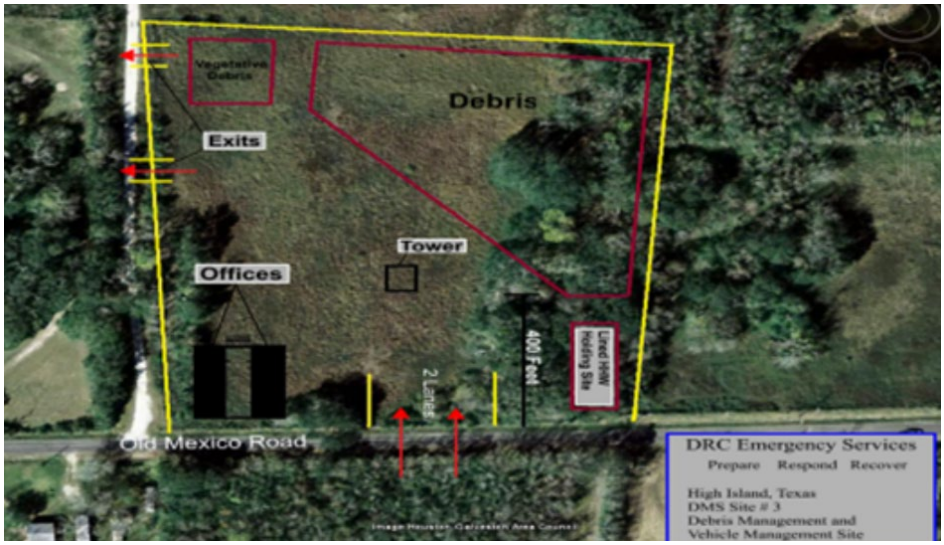


Within 24 hours of notice to proceed, DRC will begin mobilization to pre-established DDMS locations. DRC will determine the number of DDMS sites based on estimated volumes, travel times, traffic patterns, and materials to be processed. Once operational, a DDMS should facilitate a minimum of five loads per truck per day.

If applicable, DRC will promptly execute Land Use Agreements with any private landowners. For any sites not already permitted, Kristy Fuentes, DRC's Vice President of Administration and Compliance, will submit a permitting request.

Prior to use, DRC will perform an environmental audit of each site. This audit will involve documenting the site using historical records and data; taking photos and video, possibly using drones; and taking soil samples. Depending on state regulations, other steps may be required, such as creating a Stormwater Pollution Prevention Plan (SWPPP), perimeter silt fencing, or air monitoring.

## Site Setup and Maintenance

**Typical On-Site Equipment, Supplies, and Manpower Needs**

- Signage
- Equipment Operators
- Security Personnel
- Front-end Loader with Thumb
- Grinder – Horizontal or Tub
- Air Curtain Incinerator or Above Ground Incinerator (if required)
- Inspection Tower(s)
- Site Manager
- Traffic Control Personnel
- Traffic Control Devices
- Bulldozer
- Excavator
- Sweeper
- Water Truck
- Perimeter Fencing (if required)

**Access and traffic flow** –DRC will establish separate points of ingress and egress to improve traffic flow and operational efficiency. Truck routes will be mapped to avoid driving through residential areas.

**Traffic Control** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.

**Inspection Towers** – DRC will construct inspection towers to facilitate observation and measurement of debris hauled for storage at debris staging sites. If volume warrants it, each Disaster Debris Management Site will contain two inspection towers: one tower at the point of ingress for use by the monitoring firm, and one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. A single tower may be utilized if ingress and egress points are the same. Sometimes we will use all-terrain man lifts instead of constructed towers.

**Maintenance and Grading** – DRC will perform maintenance and grading of the debris management site throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.



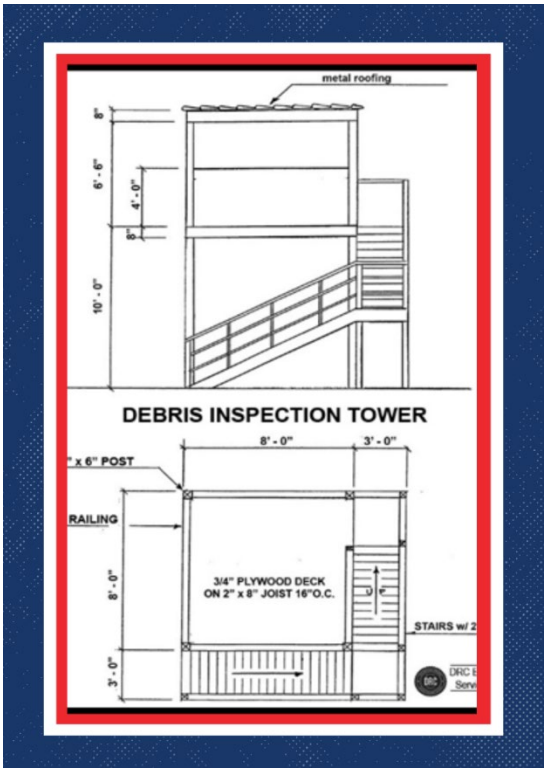


## Debris Storage Area

Debris is segregated into five main areas:

**Vegetative debris –** Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

**Construction and Demolition (C&D) Debris** – C&D debris will be stored separately within an area that will facilitate material separation, compaction or grinding.

**Recyclables/Salvage** – Recyclable/salvageable materials will be stockpiled in accordance with the site plan.

**White goods** – White goods will be stockpiled in a contained area in accordance with the site plan, unless they are being transported directly to the recycler.



**Household Hazardous Waste (HHW)** – HHW will be segregated and stored in an approved containment area protected by lining and/or berms.

## Debris Reduction Methods

**Grinding and/or Chipping Operations** – Grinding or chipping can achieve a 4 to 1 reduction of vegetative debris or greater. The resulting product can be burned for use as fuel or reused as mulch or compost. Grinding or chipping is less often used as a reduction method for C&D material due to its impact on equipment.

**Burning** – Most common in rural settings, burning is the most efficient reduction method for vegetative debris, as a 95% reduction can be achieved. However, environmental impact and safety must be considered. Air curtain incineration and trench burning mitigate the release of smoke and ash into the air and surrounding areas.

**Compaction** – Compaction is the best reduction method for construction and demolition debris. When combined with recycling, a 2 to 1 reduction ratio can be achieved.





## Final Debris Disposal

For most projects, DRC will work with the City to determine final disposal location(s) for processed debris during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used, when regulations allow.



## Recycling Options



**Vegetative Debris** – After reduction by grinding or chipping, vegetative debris can serve a multitude of useful purposes. It can serve as a viable fuel source for manufacturing, etc., or used for agricultural purposes. It can be donated to residents for use in flower beds and gardens. It can be used as an alternative daily cover in landfills, when allowed. It can also be used as a roadbed for temporary roads, and it can be thinly spread across acreage to produce dirt.

**Aggregates** – Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

**Construction and Demolition Debris** – Wood, metals, plastics, and sometimes gypsum can be pulled from the waste stream and recycled, if sufficient quantities exist and recycling facilities are available and accessible.

**White Goods** – White goods are easy to recycle due to abundant processors.

**Electronic Waste (E-Waste)** – While electronic waste items are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines, etc. contain heavy metals, making disposal a poor option. Shipping to foreign markets is sometimes the best option.

***"This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team."***

— Benjamin K. Au Architect, Director of Construction Services GLO, Texas

## Debris Management Site Closeout



Once operations are complete, DRC will restore all debris management sites. The scope of restoration is determined by post-use site conditions, terms of the land lease, and/or the City directive and mutual understanding when public property is used. Restoration will include final removal of all debris and other managed components as well as all structures and temporary features. Additionally, DRC will perform grading and leveling, removal of temporary roads and fencing, and grassing or seeding as necessary to restore the site to documented pre-use condition. In most cases, both the property owner and the state environmental agency must inspect, release, and approve the final closure of a site.

DRC will use drone footage and still photography to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. We will also conduct environmental sampling that mirrors pre-use sampling. For example, random soil samples, surface samples, and, if necessary, water samples, may be taken and sealed in containers for comparison with pre-use samples. Independent third-party engineers and testing labs may be used. Post-use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants.




# COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, and customer-centric service in the industry by upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC's senior management has established a formal code of business conduct, to which all contractors and individuals are expected to adhere.

Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include the following:

- Evaluating internal and external compliance issues or concerns relating to DRC's interaction with customers
- Ensuring that our management, employees, and customers are in compliance with all applicable rules and regulations
- Serving as a valuable line of communication between the company and its customers
- Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.




## Application of Core Values

DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to uphold these values in every interaction:

- To our **customers** we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- To our fellow **employees** we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- To our **suppliers and subcontractors**, we are fair and professional, honoring our commitments to our business partners.

# *Compliance Standards and Procedures*

DRC aspires to be the "**first in response**" for natural and man-made disasters by being prepared, responsive, and competent, and by demonstrating ethical business conduct. Headed by a team of caring people, we recognize that how we do our work is as important as what work we do. We will not tolerate any shortcuts when it comes to our ethical values and standards of conduct.

## Quality Control Plan

The purpose of the Quality Control Plan is to promote **efficient and safe operations** in the provision of **quality services**. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the City of Plantation in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.

Our mission is to provide the most **dependable**, **honest**, and **customer-centric** services in the industry by building lasting relationships with the clients we serve.

We are among the leading disaster management companies in the United States, specializing in providing emergency preparation, disaster response, and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

**At DRC we're always *striking back* against disaster.**

## *Safety*

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we serve.

Our goal is to ensure that all projects operate under the safest possible conditions and, as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's safety programs and practices include:

- Morning project safety toolbox meetings
- Weekly "better ideas for improvement" meetings
- Weekly formal safety meetings
- Constant safety training certifications
- Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Policies, an Accident Prevention Plan, and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will achieve the following:

- Safeguard the public and government personnel, as well as property, materials, supplies, and equipment
- Provide a safe work environment for employees and subcontractors
- Avoid interruptions to operations and delays involving project completion
- Increase morale
- Reduce costs

DRC's staff includes Sam Dancer, Safety Officer, and Jarod Tassin, Taylor Jumonville, Andy Allshouse, and Scott Matthews, Maintenance of Traffic (MOT) Specialists who bring invaluable skill and expertise to each project. With over 100 FEMA/OSHA certifications, Mr. Dancer oversees training and safety procedures. A copy of DRC's Corporate Safety Plan is available for review upon request.

## Employee Performance and Training

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in the following:

- Online FEMA doctrine
- Safety performance and practice
- Certifications relative to individual disciplines

All personnel records (including those of management, supervisors, foremen, and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignments. All DRC's personnel receive specialized training in emergency management and are encouraged to further their education.

### Employee and Subcontractor Training Programs

- Smith System Driver Training
- Hazardous Materials Training
- Demolition Safety
- Asbestos Abatement Training
- Power Line Awareness
- Hazardous Communication
- Lockout/Tagout
- Fire Prevention Training




***"Your attention to safety is to be commended."***

- Cynthia Halsey,
Environmental Services,
Okaloosa County, Florida

## Drug Free Workplace

It is the goal of DRC to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. DRC has adopted the following policies on a case-by-case basis:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. As an ongoing condition of employment, employees are required to abide by this prohibition and to notify their supervisor, the Managing Director, or Vice President in writing and within five (5) days of the violation of any criminal drug statute arrest or conviction they receive.
3. Employees who violate this prohibition or receive such a conviction are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
4. DRC provides information about drug counseling and treatment.
5. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

## *Prompt Damage Resolution*

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repairs.
- DRC will investigate all damage complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

# DOCUMENTATION AND DATA MANAGEMENT

## *Invoicing Procedure*

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- An invoice is created, along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the City, if there isn't a Monitoring Firm.
- Once the invoice and ticket data have been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: invoicing is usually performed on a weekly basis.

## *Data Center*

DRC maintains a fully staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The urgent nature of DRC's work requires that the Company remain online and in contact across its network at all times.

## *Daily Reports*

DRC shall submit daily progress and quality control reports to the City for all activities. Each report will contain, at a minimum, the following information:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for the next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed
- Problems encountered or anticipated and proposed solutions

Daily Reports are co-signed by the City's inspector to verify work performed. In addition, the City receives an original copy of all load tickets and receives and verifies for co-signature a Daily Reconciliation Sheet listing each load ticket, truck number, crew number, street, truck volume, percent full, credited volume of debris removed, and the total volume removed for the day. This Daily Reconciliation Sheet can become the invoicing document for the contract.

## *Documentation and Recovery Process*

Prior to the beginning of hurricane season, DRC will meet with the City and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phases of debris removal. At all times, DRC will provide the City access to all work sites and disposal areas. DRC and the Debris Management Monitor will have personnel in place to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the site. The Debris Management Monitor will coordinate data recording and information management processes, including but not limited to the following:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and Disaster Debris Management Site information, including reconciliation and photographic documentation processes.
- Provide daily, weekly, or other periodic reports for the City managers and DRC, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- Create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to the City and the Debris Management Monitor
- Review documentation for accuracy
- Assist in preparation of claim documentation

DRC understands that complete and accurate records are required for the receipt of federal funds. We will provide the Debris Management Monitor with all requested information that is necessary for proper documentation. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address likely concerns of the reimbursement agencies.



# COMMUNICATION AND IN-FIELD TECHNOLOGY

## *Communication Technology*

Real-time communication is used to facilitate the field team's access to project resources and allow reporting by the field teams to program management. Radios/cell phones are used to initiate mobilization, support communication between the off-site and on-site personnel before utilities are established, and provide a means of ongoing communication with the site management team. Cellular technology has been fortified and reinforced over the past decade, and recent events have proven that even if cellular telephone capability is impacted, text messaging is almost always available due to the minimal bandwidth required. Should this technology fail, DRC has satellite radios, which can be deployed in a matter of hours.

## *In-Field Technology*

### Project Manager's Toolbox

In the field, Project Managers utilize iPads to access DRC's Project Manager's Toolbox, an automated system which provides seamless real-time information exchange between office and field, no matter the size and scale of the project(s). The tool applies to all aspects of project management, including the following:

1. Real-time damage and complaint reporting and resolution
2. DMS reporting and site close out documentation
3. Operations planning and daily reporting for client, monitor, and office
4. Zone assignments and progress tracking
5. Push Crew Tracking complete with time-stamped, geotagged photo backup

The toolbox replaces paper and endless emails with a secure database that utilizes Microsoft Multifactor authentication (MFA) and HIPAA compliant digital signatures.

### Mapline

DRC utilizes innovative digital mapping technology to create custom maps specific to each project and jurisdiction. Maps may include any or all of the following:

- Equipment Staging Areas
- Collection Grids
- Landfills and DMS Locations
- Milage Radius for Tiered Hauling Distances

Mapline is utilized to optimize routing and send precise coordinates to operators in the field. Maps are updated in real time and are readily accessible in the field through phones and iPads.

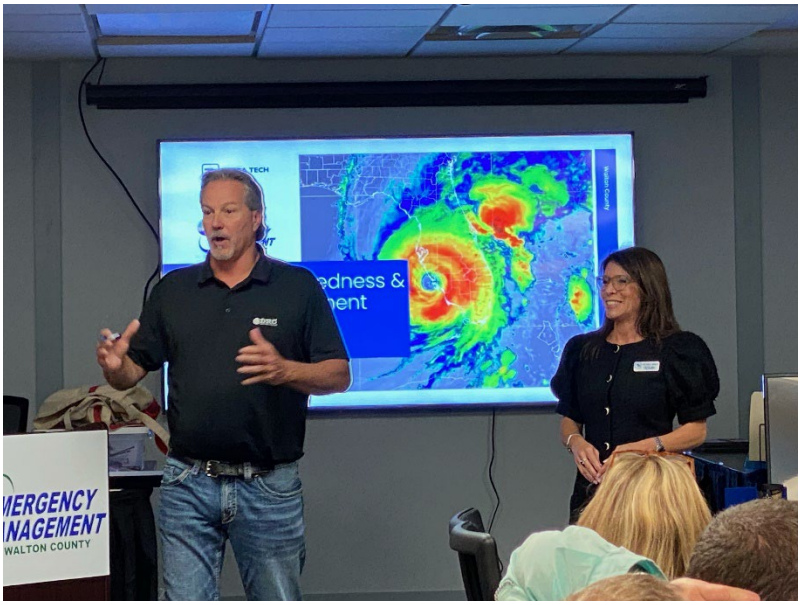

# CLIENT INTERACTION PROGRAM

At DRC we take very seriously the faith placed in our team upon selection by the City of Plantation as the Disaster Debris Management Provider. Having been the primary provider of services on some of the largest and most destructive events to ever impact our country, we appreciate and recognize the amount of information and interaction necessary for us to be completely prepared to provide the most effective debris removal program to the City of Plantation.

It is for this reason that the DRC Management and Operations Team spends as much time as is necessary working with local government leaders in times of non-event to gain that essential, in-depth understanding of local issues, priorities, concerns, and objectives, to provide a level of responsiveness that is unmatched in the industry. DRC's Regional Manager will meet regularly with the City of Plantation to discuss items such as Disaster Debris Management Site viability, priority roadways, critical access, and infrastructure concerns.

In any post-event scenario, participation by select City staff is critical. City employees, generally from Public Works or Solid Waste, provide direction and support pertaining to project approach, prioritization of push and collection routes, critical roadways and facilities, and physical nuances DRC might otherwise not know. DRC will begin to develop relationships with those responsible within the local government immediately upon contract award to establish and gain a deep understanding of the unique needs, concerns, and priorities of the City.

At no cost to the City, DRC will provide an annual "Pre-Season Debris Response & Readiness Workshop" whereby members of the City Debris Team, Public Works, and Finance & Administration can be updated on policy and guidance changes, roles and responsibilities of your debris management provider, and overall disaster debris educational training. These annual workshops have been immensely successful throughout the country, allowing the DRC team to interact with clients, share important information, and refresh local points of contact in the months leading up to hurricane season.

During times of post-event activation, DRC will engage the State staff and seek input continually, by way of daily meetings with all project participants, field interaction, and comprehensive daily reporting. This consistent interaction has successfully proven on past activations to keep critical lines of communication in place, provide complete transparency into the daily process, progress, challenges, and accomplishments, and provide early answers to the public and local government officials.

DRC firmly believes in serving clients year-round and not just at the time of an event or activation. Whether we are needed to respond to a minor contract activation or a large-scale catastrophic event, DRC believes that adequate planning and preparation are key to a successful and fully reimbursable debris removal program.

## *Relationship between DRC and the Debris Management Monitor*

Building a positive working relationship between DRC and the debris management monitoring firm is crucial to the success of any project. For more than 20 years, DRC has worked with third party debris monitoring firms to achieve success in projects of all sizes. We have worked with most major debris management monitoring firms in the United States. Thus, it is very rare that DRC begins a debris project without already being familiar with the firm and their personnel.

As such, DRC has worked with the systems and software of all the major third-party monitoring firms. From manual ticketing to the more technical electronic tracking and ticketing systems, DRC has experience with every iteration existing today. DRC's understanding of the key elements of 44 CFR and FEMA 325 also enables DRC to operate congruently with the monitoring firm. DRC's team is prepared to work effectively with the City's chosen monitor.

# *Post Event Evaluations*

## Hot Wash Meetings

DRC holds a Hot Wash with each jurisdiction post event. A Hot Wash is an after-action evaluation that occurs between DRC and the client. This post activation meeting serves as a forum for the client to discuss the project as a whole, the processes that were implemented, and any potential improvements. Additionally, DRC has an internal meeting to discuss development strategies and innovative concepts for future activations.

## Subcontractor Evaluation

DRC has a large network of subcontractors and maintains long-standing relationships with trained and exclusively committed key subcontractors. Additionally, DRC strongly believes the use of local resources is vitally important to a successful disaster recovery operation. For decades, DRC has been building relationships with subcontractors across the nation. DRC utilizes a 55-point Post Event Subcontractor Evaluation Form to aid in building our reliable network of subcontractors.



DRC EMERGENCY SERVICES
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**POST EVENT SUBCONTRACTOR EVALUATION RATING FORM**

Subcontractor _____

Event _____

Jurisdiction _____

Date Reviewed _____

| 5 = Excellent 4 = Good 3 = Satisfactory 2 = Unsatisfactory 1 = Poor | | |
|---|---|---|
| 1 | Subcontractor mobilized within the timeframe required | |
| 2 | Subcontractor mobilized job with the required pieces of equipment | |
| 3 | Rate the appearance of equipment utilized | |
| 4 | Rate the reliability of equipment utilized | |
| 5 | Rate subcontractor's overall customer service (number of complaints | |
| 6 | Rate subcontractor's cooperation and interaction with monitoring firm | |
| 7 | Subcontractor left each collection point neat (rake ready) | |
| 8 | Rate subcontractor's overall productivity | |
| 9 | Rate subcontractor's response to repairing damages | |
| 10 | Rate subcontractor's timeliness and accuracy of invoicing | |
| 11 | Did subcontractor hold adequate equipment to the contract's conclusion? | |
| | TOTAL SCORE | |

# SUSTAINABILITY

DRC is committed to the protection and restoration of communities and ecosystems affected by disasters. Although many of the events we respond to are caused by the forces of nature, these events often result in widespread environmental impacts. Moreover, the mitigation of these disasters, including the transportation and processing of large volumes of waste material, can have negative environmental impacts if not pursued with the caution and sensitivity that define DRC's work.

The removal of debris and waste materials, the restoration of damaged and compromised natural and constructed habitats, and in some cases the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work and its byproducts have minimal to no environmental impact. Finally, DRC has embarked on a recycling program to ensure the most advantageous disposal of all the materials that we remove.

## *Protecting Wildlife in Environmentally Sensitive Areas*

DRC has a long history of successfully protecting wildlife and ecology in environmentally sensitive areas.

- In 2023, DRC removed sargassum from Sarasota beaches while coordinating with turtle surveyors and the Florida Department of Environmental Protection to implement proper procedures and ensure the protection of turtle nests.
- In 2021, DRC implemented measures to protect the local manatee population while performing marine debris removal, submerged vehicles removal, and the removal, screening, and placement of sand in Jefferson Parish, Louisiana. During this project, DRC mobilized 138 trucks on a single day.
- In 2008, DRC was activated in 23 Texas jurisdictions in the response to Hurricane Ike. Before commencing our debris removal operation in the ecologically sensitive coastal areas of Galveston Island, DRC staff received specialized training on how to protect the Kemp's Ridley Sea Turtle.

### Pinellas County Red Tide



In 2018, DRC was activated in Pinellas County, Florida to remove and dispose of dead fish resulting from a one-million-acre red tide bloom in the Gulf of Mexico. A red tide bloom is caused by algae that produce toxins that kill aquatic life, make the surrounding air difficult to breathe, and often turn the water red. **DRC efficiently removed over 3.6 million pounds of dead fish in a three-month span**, using a variety of equipment. Shrimp boats were used to scoop up the dead fish offshore before they hit the beaches and inland waterways. For the fish that made it to shore, as well as into the canals, we implemented skimmer boats and beach rakes. DRC successfully cleaned and maintained **45 miles of coastline**, keeping the beaches suitable for visitors. With the assistance of the United States Coast Guard, we were able to monitor the red tide plume's movement by helicopter, coordinating with the Florida Wildlife Commission as to the migration and effect of the algae. DRC and our partners on this project were awarded the **2018 Environmental Project of the Year** by the West Coast Branch of the American Public Works Association.

## BP Deepwater Horizon Oil Spill



DRC successfully performed in several contracts directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. DRC conceived, executed, supervised, and funded a **150-mile Gulf of Mexico shoreline protection system** in response to the oil spill. We relied on our depth of knowledge of debris handling in ecologically sensitive environments to guide the placement, management, and removal of oil containment boom. **DRC staff had a personal interest in protecting the Gulf Coast as they were among the affected residents.**

During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

DRC was tasked with designing coastal protective systems and unique collection programs along more than one hundred miles of estuaries in southwest Louisiana. The programs involved intensive employee training relative to the identification and protection of wildlife nesting and reproduction areas. DRC also played a role in setting up wildlife recovery and cleaning stations in Plaquemines Parish, Louisiana, where employees volunteered to help conduct rehabilitation and release programs.

## *Recycling*

DRC has a wealth of experience performing landfill avoidance projects.



- Following Hurricane Ian in 2022, DRC was activated in 19 jurisdictions, managed 21 DMS sites, and removed and disposed of over 4.9 million cubic yards of debris in Sarasota County, Florida, and surrounding municipalities. DRC recycled 100% of the 3.3 million cubic yards of vegetative debris collected.
- In our response to Hurricane Ike in Houston in 2008, DRC recycled 100% of the more than five million cubic yards of vegetative debris we collected through a joint program with Republic Services. The material was used as alternative daily cover in landfills; as roadbed for temporary roads; as compost; and was given to citizens for use in landscaping. The same year in Galveston, DRC separated materials such as reusable wood, glass, metals, and drywall to achieve a high percentage of material reuse.
- DRC is pleased to have a formal partnership with Agromin, California's largest organics recycler. Agromin was voted Composter of the Year by the US Composting Council. All of the vegetative debris collected by DRC from California clients

is composted and 100% recycled by Agromin. These materials are turned into rich soil to nourish agricultural land as well as for use by residents, municipalities, and landscapers throughout the state.

## *Insurance*

DRC is one of the few companies in our industry to carry environmental insurance. While our operating procedures strictly adhere to environmental guidelines, the operation of DDMS sites within a jurisdiction presents an element of potential exposure. The insurance held by DRC places an extra level of protection for the City that goes beyond the protection already provided through sound operating practices. Additionally, all of DRC's key personnel maintain a current 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) certificate.



# 2. WORKING KNOWLEDGE OF THE CITY OF PLANTATION

DRC Emergency Services has the largest presence across the Gulf Coast, which brings market leverage and a greater control of assets that will be needed in a disaster that affects the region. DRC boasts more customers in the State of Florida than in any other state. In South Florida, DRC maintains standby debris removal contracts with multiple cities, counties, and other jurisdictions, including Broward County, Miami-Dade County, Monroe County, Miami, Miami Beach, Palm Beach, and many others.

DRC has an intimate understanding of the disaster recovery needs of South Florida, having worked on every major disaster to strike the area over the past two decades. DRC has seen firsthand how natural disasters have impacted communities such as the City of Plantation in the past; as such, DRC can now more accurately predict project debris volumes, storage acreage, equipment, and manpower needed for the project in the face of an impending disaster. DRC has established prestaging areas, push routes, collection grids, DMS and final disposal sites which have been successfully tested in the aftermath of real natural disasters.

During this time, we have established working relationships and partnerships with local business owners, such as subcontractors and DMS landowners. Additionally, DRC has worked closely with the Governor's Office of Homeland Security and Emergency preparedness (GOHSEP) and many other state agencies. These proven relationships have grown over the past 20 years, giving DRC the unique ability to respond immediately and efficiently to disaster events affecting Plantation.

Please see the following section, Work Experience, for more details about DRC's disaster recovery work in Florida.




**Following Hurricane Ian in 2022, DRC recycled 100% of the 3.3 million cubic yards of vegetative debris we collected in Sarasota County, Florida, and surrounding municipalities.**

# 3. CURRENT WORKLOAD

DRC employs more than 30 Regional and Project Managers. Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. In the event of a large-scale disaster, Regional Managers may be mobilized to support recovery efforts in any area of the country. Evan Fancher, the Regional Manager for Plantation, is capable of responding to the needs of the City 24 hours a day, 7 days a week.

Below is a list of DRC's current work.

| Contracting Agency | Description | Total Contract Value |
|---|---|---|
| Bacon County, GA | Hurricane Helene - Disaster Debris Removal DR-4830 | TBD - Standby |
| Belleair (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Bradenton (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Deland (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Georgia Department of Transportation - Districts 2, 4, & 5 | Hurricane Helene - Disaster Debris Removal DR-4830 | TBD - Standby |
| Indian Rocks Beach (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Kenneth City (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Lakeland (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Largo (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Longboat Key (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Madeira Beach (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Manatee County, FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Orlando (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Palm Coast (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Pasco County, FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Pinellas County, FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Port Richey (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Sarasota (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |

| | | |
|---|---|---|
| Sarasota County, FL | Hurricane Milton - Disaster Debris Removal & Logistics DR-4834 | TBD - Standby |
| South Carolina Department of Transportation | Hurricane Helene - Disaster Debris Removal DR-4829 | TBD - Standby |
| South Pasadena (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| Spartanburg County , SC | Hurricane Helene - Disaster Debris Removal DR-4829 | TBD - Standby |
| St. Lucie County, FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| State of Virginia Department of Emergency Management - VDEM | Hurricane Helene - Disaster Debris Removal DR-4831 | TBD - Standby |
| Tavares (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |
| TxDOT - Jefferson County | Hurricane Beryl - Disaster Debris Reduction and Haul Out DR-4798 | TBD - Standby |
| Vero Beach (City of), FL | Hurricane Milton - Disaster Debris Removal DR-4834 | TBD - Standby |

## *Ability to Manage Multiple Contracts*

DRC has extensive experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our approach is grounded in using highly qualified operational management teams to ensure a coordinated, expeditious and effective response to disasters. DRC's management staff is provided with state-of-the-art resource planning and forecasting systems and empowered to reassign resources as needed. DRC's experience managing multiple contracts includes the following:

2024 Hurricane Season

- DRC is currently assisting 51 jurisdictions and managing 83 DMS sites in response to back-to-back Hurricanes Helene and Milton, which caused widespread destruction in several states across the Gulf Coast and the Southeast.
- DRC was activated to assist 34 jurisdictions in response to Hurricanes Beryl and Francine, which affected many areas of Louisiana and Texas.

2023 Tornados, Winter Storms and Hurricane Idalia

- DRC was activated in 22 jurisdictions, managed 13 DMS sites, and removed and disposed of over 2,100,000 cubic yards of debris.

2022 Hurricane Ian

- DRC was activated in 19 jurisdictions, managed 21 DMS sites, and removed and disposed of over 4,900,000 cubic yards of debris.

2021 Hurricane Ida

- DRC was activated in 41 jurisdictions, managed 89 DMS sites, and removed and disposed of over 18,000,000 cubic yards of debris.

2020 Hurricane Season

- DRC was activated in 52 jurisdictions, managed 81 temporary staging and reduction sites, and removed and disposed of over 5,900,000 cubic yards of debris.

2019 Hurricane Season

- DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry and Dorian and Tropical Storm Imelda hit the coast back-to-back over two months. DRC operated and managed five temporary staging and reduction sites in total and removed approximately 210,000 cubic yards of debris.

2018 Hurricane Season

- DRC was active in nine jurisdictions in response to Hurricane Michael, where we managed 27 debris management sites and removed approximately 5,800,000 cubic yards of debris.
- DRC was concurrently activated in 14 jurisdictions following Hurricane Florence, where we managed 18 temporary staging and reduction sites and picked up approximately 2,500,000 cubic yards of debris.

2017 Hurricane Season

- DRC was activated by the Department of Transportation and Public Works in Puerto Rico following Hurricane Maria. During this contract, DRC managed eight temporary staging and reduction sites and removed over 1,100,000 cubic yards of debris.
- Following Hurricane Irma, DRC was activated in 26 jurisdictions simultaneously while managing 30 temporary staging and reduction sites. DRC removed and disposed of over 3,600,000 cubic yards of debris.
- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran 16 temporary staging and reduction sites during this activation. DRC recovered and reduced over 3,500,000 cubic yards of debris during this activation.

2016 Hurricane Hermine

- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days.

2016 Louisiana Severe Flooding DR4277

- DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two temporary staging and reduction sites – including the **largest debris management site on record** – to compact and recycle C&D debris prior to haul out for final disposal. **These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.**



2016 Winter Storm Jonas

- The snow from Winter Storm Jonas started the morning of January 22nd, and by that evening, DRC had started mobilizing in five different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around-the-clock management and support personnel. The project was completed in 10 days.

2014 Ice Storm Pax

- DRC was simultaneously activated in New Hanover County, Pender County, and the City of Wilmington, North Carolina for debris removal and reduction of approximately 400,000 cubic yards of debris.
- The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in eight counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- DRC managed and operated 16 temporary staging and reduction sites in North and South Carolina, reducing and recycling over 1.7 million cubic yards of debris.

2012 Hurricane Season

- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six temporary staging and reduction sites in Louisiana alone.

2009 Hurricane Season

- The Texas GLO requested assistance for the removal of marine debris that had been generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of $22,703,700.
- DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at $11,157,132.



# 4. OTHER RESOURCES AVAILABLE

## RECOVER

Prepare → Respond → **Recover**

- → Demolition
- → Man Camp Services
- → Post Disaster Temporary Housing
- → Marine Services

Once the initial response phase is over, full recovery from a major disaster can still be a big job. Affected communities may require many additional services to be restored to pre-event wholeness.

Under the joint ownership of the Sullivan Brothers Family of Companies, DRC Emergency Services, SLS, Forgen, and Callan Marine comprise a core of companies that excel at providing a turnkey approach to total disaster management. We stand alone in the industry as the only company that can provide the full range of disaster response and recovery services.



SLS

DRC's sister Company, SLS, is a prominent provider of post-disaster temporary housing. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed housing solutions for a wide range of post disaster applications.

SLS pioneered the current FEMA Sheltering and Temporary Essential Power (STEP) program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair," and a similar program in Baton Rouge was called "Shelter at Home." These programs are designed to perform essential elements of restoring damaged single-family residences and return homeowners back into their homes quickly. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected residents. Additionally, the cost of the typical STEP program is approximately 20% of the cost of placing a displaced family into a trailer or similar structure.

SLS is composed of four major divisions: RESPONSE, HEALTH, FEDERAL SERVICES, and HOUSING. Each division is distinct in focus, scope and services provided, but seamlessly utilizes a pool of leadership, talent, resources and financial capabilities.

We perform a multitude of large-scale assignments for federal, state, regional, county and municipal entities — **with a keen focus on the comprehensive rehabilitation, reconstruction and recovery of communities impacted by emergencies and disasters.** Additionally, our team provides infrastructure, facility construction and rehabilitation services; remote workforce compounds and basecamp facilities; turnkey health solutions; and intermodal, industrial and marine facility construction.









Forgen

**At Forgen, we leave the planet better than we found it.** Our integrated geotechnical and civil construction and environmental remediation services restore and strengthen our natural surroundings to protect people, communities, and the environment for generations to come. We have successfully delivered large, multi-disciplinary projects for public and private sector clients across North America for more than a decade, safely tackling complex challenges across a variety of industries.



Forgen's core service lines include Geotechnical and Civil Construction, Disaster Mitigation and Recovery, Flood Control and Ecosystem Restoration, and Environmental Remediation.



### Forgen-DRC Joint Venture

Forgen and DRC formed a joint venture to strengthen our ability to support emergency response efforts for wildfire and hurricane disasters nationwide. The joint venture combines Forgen's wildfire response and debris removal in the western US with DRC's emergency response and vehicle and tree removal expertise supporting hurricane disaster management and recovery efforts in the Gulf Coast. Forgen and DRC are part of a multi-billion-dollar Sullivan Family of Companies with over $2.2B in USACE design-build experience in the past five years.

Together, Forgen and DRC cleared 168 properties after the 2021-2022 Marshall Fire in Boulder County, Colorado. We removed 40,590 tons of concrete; 41,333 tons of ash, soil, and debris; 805 tons of metal; and 880 tons of vegetative debris. After the Southern Branch wildfires in California in 2020, Forgen and DRC worked in tandem to remove debris from over 600 properties. We removed 40,000 tons of ash and debris and 16,000 tons of potentially impacted soil. We also removed and recycled 32,000 tons of concrete, 4,400 tons of metal, and 11,800 hazardous trees.

DRC's sister Company, Callan Marine, is a highly specialized construction firm capable of providing design, engineering, management and construction services, such as the following:

- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements



For over ten years, Callan Marine has been serving public and private clients by providing crucial dredging services and executing new maritime construction and expansion projects. We restore berthing depths for ship docks and navigation channels, facilitating transportation in our nation's waterways.

With a mission of safety, quality, and integrity, Callan Marine can customize a response solution for you.

**As the leading marine construction service provider on the Gulf Coast, Callan Marine has dredged thousands of miles of waterways in the region to keep our customers productive.**



# 5 & 6. INNOVATIVE CONCEPTS AND ADDITIONAL SERVICES AVAILABLE

## *Sand Screening, Soil Recovery, and Beach Restoration*



DRC revolutionized sand screening and beach restoration techniques. Our innovative methods for the handling and screening of sand have allowed many jurisdictions to bring back their beaches, better—even after powerful storm surges from record-breaking events including Hurricane Florence (North Carolina, 2018), Hurricane Irma (Florida, 2017), and Hurricane Ike (Texas, 2008).

After disaster strikes, many jurisdictions are faced with large quantities of sand that have washed up on the roadways, as well as on public and private property. DRC will collect the sand and move it to a nearby Disaster Debris Management Site for processing. Sand that remains on the beach often contains large quantities of debris. We will process this sand directly on the beach before restoring the sand removed and processed from other areas.



DRC uses a variety of equipment in sand and soil processing, including the following:

- **Skid steers and front-end loaders** to recover displaced material from adjacent properties
- **Beach rakes** to remove hidden and surface debris from beachfronts
- **Shaker screens and trammels** to screen sand and soils

DRC's teams are able to process 100 to 200 cubic yards of sand per hour. After screening, the clean material is returned to its original location. Beach contours and dunes can then be re-created. The debris that has been removed will be taken to a DDMS for reduction and haul-out to final disposal.

- In Jefferson Parish, Louisiana, after Hurricane Ida in 2021, DRC recovered, screened, and restored **92,432 cubic yards of sand**. Additionally, DRC segregated and disposed of **36,500 cubic yards of silt and soil**.
- For the City of Fort Lauderdale following Hurricane Irma in 2017, DRC recovered more than **57,500 cubic yards** of sand from roadways, sidewalks, and parking lots. We then screened the sand and restored the beauty of these Florida beaches.
- In response to Hurricane Florence in 2018, DRC removed and screened **38,336 cubic yards of sand** to restore beaches in North Carolina.




***"DRC's Project Manager arrived in Wilmington the day before the event, so he was in place to immediately assess damage and start the process to order the manpower and equipment needed to start the cleanup effort. He was here before a notice to proceed was sent."***

— David Bundick, Superintendent of Solid Waste, City of Wilmington

## *Provision of Emergency Supplies*

In a post-disaster scenario, access to basic needs such as clean water and electricity is often compromised. DRC will mobilize to procure and distribute items such as water, ice, and generators as needed, under the direction of the City of Plantation.




DRC's sister company, SLS, specializes in supplies and logistics for disaster recovery. SLS has a complete management, operations, and logistics team ready at a moment's notice in multiple locations throughout the United States. With expedited response times to any area of the country, the SLS team and services are fully scalable to respond to assignments of any size, nature, and location.

SLS has performed multiple missions that have included bottled water, ice, and/or generator services in response to notable disasters, such as Winter Storm Uri (TX), Hurricane Harvey (TX), Hurricane Ida (LA), Hurricane Ian (FL), Hurricane Michael (FL), and others.

As part of the Sullivan Brothers Family of Companies, DRC and SLS often collaborate on projects. This collaboration expands the scope of services, personnel, equipment, and financial resources available to our clients. One example of DRC's collaboration with SLS includes the provision of emergency supplies and logistics in our response to Hurricane Ida. Together, we provided emergency catering, pallets of water, ice, drinks, potable water, temporary restrooms, laundry trailers, handwashing stations, generators, fuel services, fuel tank with trailer, and office trailers under a $2 million logistics contract with Jefferson Parish, Louisiana.

## Community Shelters/Facilities

Upon request, DRC and SLS will leverage over a decade of experience in responding to real-world incidents and disaster declarations to provide tested and proven turnkey base camp services to the County that take full advantage of our in-house resources and necessary supplier and vendor relationships in the national, regional, state and local markets. In support of base camp development, DRC and SLS will provide and coordinate the design of the facility in concert with the County to ensure logical, safe, and functional layouts and acceptable personal billeting assignments that fit specific site and mission conditions that ensure complete safety and 24-hour supervision and line of site observation of all occupants. Additionally, we will ensure that the arrangement of showers, toilets and personal care stations are compliant with facility occupant and relevant ADA ratios. All needed supplies will be provided, including but not limited to the following:

- Electricity
- Running Water
- Beds
- Linens
- Blankets
- Pillows

Please see Section 3: Work Experience.

# PAST PERFORMANCE

DRC Emergency Services has performed disaster debris removal services across the Gulf Coast and the country for more than 20 years. We have worked on every major FEMA-declared disaster to strike the US during this time. Please see below for detailed descriptions of several recent Florida activations, followed by a listing of projects from the last five years.

## *State of Florida, Hurricanes Helene and Milton*

### Background

On September 26, 2024, Hurricane Helene made landfall in the Big Bend region of Florida. With maximum sustained winds of 140 mph, Helene was the most intense hurricane on record to strike the region. The storm quickly moved inland, causing widespread devastation across large portions of the Southeastern United States, including catastrophic flooding, landslides, tornadoes, and record-breaking storm surge.

Less than two weeks later, when many had just barely begun to recover from Helene, Hurricane Milton struck Florida's west coast. Milton was the second-most intense Atlantic hurricane ever recorded, having rapidly intensified to Category 5 strength. Milton cut a path of destruction eastward across Florida, impacting many counties.

In advance of both storms, states of emergency had been declared in Florida. DRC already had standby debris removal contracts in place with the Florida Department of Transportation District 2, as well as with the Cities of Madeira Beach, Dunedin, Largo, Bradenton, Crystal River, Indian Rocks Beach, and Longboat Key, and the Counties of Manatee, St. Lucie, Sarasota, Pinellas, Citrus, and Pasco. DRC's Regional Manager Evan Fancher was in touch with all our standby clients in advance of each storm's landfall to review the plans we had in place with them and to prepare for the storm's impact.

### Advance Planning and Preparations

Having standby contracts in place before the storms struck allowed DRC to make multiple preparations which saved our clients precious time in the days following the disasters. During the pre-disaster planning phase, DRC met with the Florida Department of Transportation, Cities and Counties and their third-party monitoring firms to discuss and agree on detailed contingency plans.

In consultation with our clients, we established emergency push routes. We identified local subcontractors for emergency push and load and haul and executed Master Service Agreements with them. Due to DRC's previous work in Florida, we had established locations for temporary debris management sites, recycling, and final disposal. We secured debris towers; executed contracts with local fuel suppliers; and secured equipment staging areas and trailer parking locations. DRC directed non-local subcontractors to pre-stage equipment, supplies, and personnel at a safe distance outside the storm's projected path.

### Deployment, Mobilization, and Operations

As soon as the wind speed dropped to safe levels, DRC had local push crews activated and clearing debris from pre-established priority routes. DRC met with our clients and their debris monitoring firms to prepare work plans. DRC performed an initial debris assessment in each affected location to determine crew needs, to establish DMS requirements, and to prepare debris density maps. We activated local crews and instructed them to stage for measurement at a specific DMS. We then activated pinch points to register and record push crews and equipment; to record times in and out; and to distribute street assignments. At the same time, DRC began to prepare debris management sites to stage, separate, and reduce debris.

Once the emergency push was complete, DRC began load and haul operations. As of early December, DRC has removed more than 1,000,000 cubic yards of debris from hard-hit areas of Florida following Hurricanes Helene and Milton. We are currently activated on 16 contracts, for FDOT District 2 and the above named cities and counties.

## Lessons Learned

Hurricane Helene was one of the most destructive hurricanes to strike the US in recent years, and it was followed less than two weeks later by Hurricane Milton, an even more intense storm which also struck Florida. The destruction caused by these back-to-back hurricanes underscores the importance of making plans and preparations ahead of time. In the weeks following these storms, equipment and resources were spread thin, giving an advantage to those municipalities which had standby debris removal contracts in place.

## Key Project Staff

Evan Fancher, Southeast Florida Regional Manager
Steve Crawford, Florida Regional Manager
Jarod Tassin, Project Manager

## Client References

Manatee, FL
Jeanne Detweiler, Superintendent,
Solid Waste Enforcement
Phone: 941-812-4301
jeanne.detweiler@mymanatee.org
3333 Lena Road,
Bradenton, Fl 34211

Sarasota County, FL
Lois Rose, Manager
Phone: 941-544-2817
lerose@scgov.net
4000 Knights Trail Rd,
Nokomis, FL 34275

## Contract Amount

TBD

## *Southwest Florida Response – Hurricane Ian*



DRC performed Debris Removal Services for the Florida Department of Environmental Protection and the Florida Division of Emergency Management following Hurricane Ian. The scope included the removal of roadway debris, private property debris, commercial property debris, demolition of private and commercial properties, and vehicle/vessel removal from both land and waterways. A **total of 4 DMS Sites** were utilized for this operation.

DRC utilized a **total of 20 extraction sites** during this project. We used a variety of techniques involving barges, helicopters, large crane machinery, and handpicking in the removal of debris and vessels. Handpicking of debris was performed on interior marsh and mangrove lands where barges and trucks could not gain access. **Over 100 vehicles and vessels** were removed during this project.

DRC completed debris removal services on **412 right of entry (ROE) properties**. This work involved 157 demolitions, 54 of which were on properties containing asbestos.

DRC kept in daily contact with subcontractors and the State to coordinate the simultaneous provision of services including demolition, ROE, household hazardous waste collection, waterway activities, helicopter operations, meal services, hazardous tree removal, and more.

DRC removed and disposed of **over five million cubic yards** of debris during this operation, with a contract value of **over $350 million.** The project was begun in November 2022 and completed in October 2023. DRC worked as a subcontractor on the project for FDEP and as a prime contractor on a joint venture for FDEM. We **recycled 100%** of the 3.3 million cubic yards of vegetative debris collected in Sarasota County, Florida, and surrounding municipalities.

### Key Project Staff

Evan Fancher, Southeast Florida Regional Manager
Jarod Tassin, Project Manager
Mitch Varnadoe, Project Manager
Scott Matthews, Project Manager

# *Jackson County, Florida, Hurricane Michael*

## Contract Summary

On October 10, 2018, Hurricane Michael struck the Florida Panhandle with 160 mph winds. As DRC Emergency Services, LLC (DRC) continued to perform its debris removal and beach restoration missions in 13 locations in North Carolina following Hurricane Florence, which had hit September 14, 2018, we also began mobilization in Jackson County, Holmes County, and Tyndall Air Force Base, Florida, under the direction of the Florida Department of Transportation.

## Pre-Execution

Despite the existence of a "standby" contract, very little pre-event planning was in place prior to Hurricane Michael, mostly because the County's primary contractor failed to perform advanced planning and training with the Jurisdiction. Consequently, the County Administration and Board of Commissioners elected to activate three contractors. DRC solidified its chances of being activated by **supplying 338 push crews**, more than four times the quantity supplied by either of the two other contractors.

The fact that Jackson County is rural (approx. 48,000 residents) made locating DDMS locations easy. DRC prepared six DDMS locations to accept both vegetative and C&D debris. Permits were secured for both burning and grinding of debris. The emergency push was such a large task that it continued for ten days, allowing ample time to locate, permit, and construct DDMS locations.

Initial debris estimates indicated that DRC would need to ramp up to about 130 to 160 large capacity load and haul crews averaging six loads per day. Based upon initial debris estimates, **DRC expected to collect, process and dispose of 2 to 3 million cubic yards of debris from just one third of the County's land mass.** Therefore, DDMS locations were selected with volume and geographical spread as primary determinates.

## Deployment/Mobilization

Immediately following the storm, DRC assisted local law enforcement with search and rescue efforts by using heavy equipment and chainsaw crews to clear entrance to affected residences.

The ten-day emergency push allowed time to assess local load and haul resources, and consequently DRC began the process by mobilizing 15 local crews as our primary subcontractors moved equipment in for measurement and certification. The certification process was extremely slow due to the FL DOT's oversight/monitoring contractor being understaffed. However, eventually DRC was operating approximately 150 load and haul crews into six separate DDMS locations. DRC operated the western portion of the County while a competitor covered the eastern portion.

## Execution

The most effective operating technique is to cut leaners and hangers ahead of load and haul crews so that the cut volume is collected simultaneously with the ROW volume. Unfortunately, the contracts with DRC and our competitors were interpreted as calling for a separate "cradle to grave" approach to the cutting, collection and disposal of leaners and hangers. All three companies took exception to the County's interpretation of that contractual clause and successfully petitioned the County Commission for the change. Eventually, the petition was granted, and the methodology was changed at a net economic savings to the County, primarily in the form of reduced monitoring cost relating to the elimination of separate collection crews.

Since the debris was unevenly distributed, we mapped routes by assigning grid maps to individual sub- contractors. Processing of vegetative debris by DRC was performed by open burning in the most remote locations and Air Curtain

Incineration or Grinding in more populated locations. The most cost-effective method was burning, due to a 5% residual, which FDEP allowed to be tilled into the soil**. All of the ground vegetative volume produced by DRC was recycled/wind-rowed by local farmers.**

Construction and demolition debris, about 500,000 yards out of **2,500,000 cubic yards collected, processed and disposed/recycled by DRC** in Jackson County, was processed by compaction and hauled to final disposal at the County Springhill landfill and Blountstown landfill in Campbellton. The Household Hazardous Waste (HHW) and white goods contract was awarded to DRC, but an NTP was never issued. White goods were scavenged from the curbside, and quantities of HHW were insufficient to activate the contract. DRC performed job safety analysis for both load and haul conditions and DDMS dynamics with daily safety tail-gate meetings, serving to create awareness of safety concerns.

## Key Project Staff

Steve Crawford, Florida Regional Manager
Mark Bush, Project Manager
Charles Kraft, Project Manager

## Client References

Jackson County, FL
Jim Peacock, County Commissioner
Phone: (850) 573-0998
2864 Madison Street
Marianna, FL 32448
Debris Removal Services - Hurricane Michael DR-4399
October 2018 - September 2019
Contract total: $33,662,302
Cubic yards: 2,346,830

Holmes County, FL
Clint Erikson, County Commissioner, District 5
Phone: (850) 547-1119
clinterickson@holmescountyfl.org
107 E. Virginia Avenue
Bonifay, FL 32425
Debris Removal Services - Hurricane Michael DR-4399
October 2018 - February 2019
Contract total: $2,269,063
Cubic yards: 136,923

# PROJECT HISTORY



## *5 Year Past Performance*

| 2024 | Contracting Agency | Description of Work | Contract Amount | Cubic Yards |
|---|---|---|---|---|
| October | Bacon County, GA<br>Danny Turner, Emergency Management Agency Director<br>Phone: (912) 632-7979<br>502 W. Twelfth St, Ste. 200<br>Alma, GA 31510<br>dturner@baconcounty.org | Hurricane Helene - Disaster Debris Removal DR-4830 | TBD- Ongoing | TBD |
| October | Orange County, CA<br>Trevor Richardson<br>2301 N. Glassell Street<br>Orange, CA 92865<br>Phone: (714) 955-0234<br>trevor.richardson@ocpw.ocgov.com | Airport Fire | TBD- Ongoing | TBD |
| September | Georgia Department of Transportation - Districts 2, 4, & 5<br>Jerry Wayne Smith, Maintenance Liaison – Emergency Operations<br>Phone: (229) 309-9892<br>600 W. Peachtree St., NW 10th Floor<br>Atlanta, GA 30308 | Hurricane Helene - Disaster Debris Removal DR-4830 | $18,143,545.80 (ongoing) | 787,083.2 (ongoing) |
| September | City of St. Mary's, GA<br>Bobby Marr, Public Works Director<br>bmarr@stmarysga.gov<br>Phone: (912) 882-4415<br>819 Point Peter Drive<br>St. Mary's, GA 31558 | Disaster Debris Services - DR-4830-GA (Hurricane Helene) | *$134,497.96 (Ongoing) | 17,510.10 (Ongoing) |
| August | Jasper County, TX<br>Judge Mark Allen, County Judge<br>Phone: (409) 384-2612<br>mark.allen@co.jasper.tx.us<br>121 N. Austin, Room 106, TX 75951 | Disaster Debris Removal - Hurricane Beryl DR-4798 | $40,395.00 | Hourly |
| July | Harris County, TX<br>Ross Hoskett, P.E., CRM, ENV-SP (Interim Director - Capital Projects Facilities Architecture Deputy Incident Commander - Hurricane Beryl 2024<br>Phone: (713) 274-3642<br>ross.hosket@harriscountytx.gov<br>1111 Fannin St., 11th Fl, Houston, TX 77002 | Disaster Debris Removal - Hurricane Beryl DR-4798 | $6,802,053 | 417,661.45 |

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| July | Brazoria County, TX<br>Wael Tabara, Assistant County Engineer<br>Phone: (979) 864-1265<br>WaelT@brazoriacountytx.gov<br>451 N. Velasco, Suite 230, Angleton, TX 77515 | Disaster Debris Removal - Hurricane Beryl DR-4798 | $5,124,766.62 | 322,588.30 |
| July | City of Clute, TX<br>Will Blackstock, Deputy Emergency Management Coordinator<br>Phone: (979) 265-<br>8392wblackstock@clutetexas.gov108 E Main Street Clute, TX 77531 | Disaster Debris Removal – Hurricane Beryl DR-4798 | $1,073,400.24 | 78,039.20 |
| July | City of Humble, TX<br>James Nykaza, Emergency Manager<br>Phone: (281) 446-4928<br>jnykaza@cityofhumble.net<br>110 West Main St. Humble, TX 77338 | Disaster Debris Removal – Hurricane Beryl DR-4798 | $435,942.42 | 26,494.05 |
| June | Waller County, TX<br>Brian Cantrell, Emergency Management Coordinator<br>Phone: (979) 826-7600<br>b.cantrell@wallercounty.us<br>836 Austin Street Suite 203 Hampstead, TX 77445 | Debris Removal Services | $313,772.50 | Hourly |
| June | Iberville Parish, LA<br>Randall Dunn 225-687-5190<br>rdunn@ibervilleparish.com | May weather event | TBD | Hourly |
| May | Houston (City of), Texas<br>Mark C. Wilfalk<br>Phone: 832.393.9454<br>Mark.Wilfalk@Houstontx.gov | May Derecho | TBD | |
| May | Harris County, Texas<br>Austin Appleton, P.E., ENV SP, CFM<br>O (713) 274-3611<br>austin.appleton@harriscountytx.gov | May Derecho | TBD | |
| May | Florida A&M University<br>Harold Parker<br>Director, Campus Services<br>Email: Harold.Parker@famu.edu<br>Office: (850) 599-8069 | Debris Removal in Response to May Tornado | $99,800.00 | |

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| May | Pointe Coupee Parish, LA<br>Nathan Cobb, P.E.<br>Director of Public Works and Utilities<br>160 East Main Street<br>New Roads, LA 70760<br>Phone: 225-638-9556<br>Ncobb@pcparish.org | Bulk Waste Removal | $19,725.00 | |
| May | Lafourche Parish, LA<br>Sam Shanklin<br>shanklinsd@lafourchegov.org | Specialty Demolition Project in Response to Hurricane Ida | *$181,056.53 | |
| March | Louisiana Department of Transportation-District 07<br>Vicki L. Ponthieux, P.E.<br>337-527-3030 | Contingency Contract for Disaster Debris Removal - Hurricane Laura | TBD | |
| January | East Baton Rouge Parish/City of Baton Rouge<br>Adam Smith, P.E.<br>(225) 389-5623<br>AMSmith@brgov.com | Blight Reduction Services | *$33,750.00 | Hourly |
| January | Jackson County, FL<br>Judy Austin<br>(850) 718-0005<br>jaustin@jacksoncountyfl.com | Debris Removal and Disposal Services | *$680,807.70 | |
| January | Town of Dauphin Island, AL<br>Mayor Jeff Collier<br>(251) 209-9980<br>jcolier@townofdauphinisland.org | Sand Removal | $44,450.00 | Hourly |
| **2023** | **Contracting Agency** | **Description of Work** | **Contract Amount** | **Cubic Yards** |
| December | GDOT<br>Matthew Barber<br>229-386-3280<br>mbarber@dot.ga.us | Hurricane Idalia Disaster Debris Reduction and Haul Out | $183,545.00 | Lump Sum |
| December | Harris County, TX Flood Control District<br>Jeremy Phillips<br>229-386-3280<br>jeremy.phillips@hcfcd.hctx.net | Bender Road Vegetation Reduction | $120,807.24 | Lump Sum |
| November | Hollywood, FL<br>Joshua Collazo<br>954-967-4526<br>jcollazo@hollywoodfl.org | Hourly Work | $44,385.00 | Hourly |
| October | City of Pembroke Park, FL<br>Aleem Ghany<br>954-966-4600 | Dead Fish Removal and | $5,000.00 | Hourly |

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| | aghany@tppfl.gov | Disposal Services | | |
| October | Dawson Solutions, LLC (Maui)<br>Derek Kekaulike Mar<br>808-681-7638<br>dmar@dawsonohana.com | Maui Env Assessment Project | *$17,355,042.78 | Hourly |
| September | LADOTD 62<br>Seth Matherne<br>225-379-1164<br>seth.matherne@la.gov | Tree Services | *$752,722.68 | 16,138.00 |
| September | City of New Port Richey, FL<br>Robert Rivera<br>727-841-4536<br>riverar@cityofnewportrichey.org | Disaster Recovery and Debris Removal Services - DR-4734 | $9,558.44 | 1,213.00 |
| September | Town of Dauphin Island, AL<br>Jeff Collier<br>251-209-9980<br>jcollier@townofdauphinisland.org | Contract for Sand | $34,912.50 | Hourly |
| September | City of Crystal River, FL<br>Douglas G. Baber<br>352-795-4216<br>dbaber@crystalriverfl.org | Emergency Debris Management Services - DR-4734 | $177,452.54 | 11,411.60 |
| September | Citrus County, FL<br>David Whitelaw<br>352-527-7610<br>david.whitelaw@citrusbocc.com | Emergency Debris Management Services - DR-4734 | $394,586.09 | 25,123.70 |
| August | Florida A&M University<br>Harold Parker<br>850-599-8069<br>harold.parker@famu.edu | DR-4734 | $6,986.00 | Hourly |
| August | FDOT Lake City<br>Kevin Couey<br>386-961-7180<br>john.couey@dot.state.fl.us | Hurricane Idalia Cut and Toss - DR-4734 | $56,012.50 | Hourly |
| August | FDOT Chiefland<br>Mark Hanna<br>352-493-6870<br>mark.hanna@dot.state.fl.us | Hurricane Idalia Cut and Toss - DR-4734 | $102,081.25 | Hourly |
| August | FDOT Gainesville<br>Tommie Hines<br>352-381-4344<br>tommie.hines@dot.state.fl.us | Hurricane Idalia Cut and Toss - DR-4734 | $96,450.00 | Hourly |
| August | FDOT Perry<br>Cynthia Nelson<br>850-838-5802 | Hurricane Idalia Cut and Toss - DR-4734 | $117,425.00 | Hourly |

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| | cynthia.nelson@dot.state.fl.us | | | |
| August | FDOT St. Augustine<br>Ian Middlemas<br>904-825-5002<br>ian.middlemas@dot.state.fl.us | Hurricane Idalia Cut and Toss - DR-4734 | $50,000.00 | Hourly |
| August | City of Baton Rouge, LA<br>Richard Speer<br>225-389-4865<br>rspeer@brgov.com | Blight Reduction Services | $52,250.00 | Hourly |
| August | City of Baton Rouge, LA<br>Richard Speer<br>225-389-4865<br>rspeer@brgov.com | Contract for Debris Removal Assistance | $189,263.93 | 11,843.80 |
| July | City of Enterprise, AL<br>Barry Mott<br>334-408-1403<br>bmott@enterpriseal.gov | Bulk Waste and Brush Removal | $65,000.00 | Hourly |
| July | City of Lakeland, TN<br>Matthew Brown<br>901-867-2717<br>mbrown@lakelandtn.org | Emergency Debris Removal Services | $241,575.73 | 25,421.30 |
| June | Harris County, TX<br>Paige McInnis (713) 274-4427<br>Paige.mcinnis@pur.hctx.net | Disaster Debris Removal and Disposal | $539,066.34 | 43,253.50 |
| June | Moss Point, MS<br>Roy Hutchinson<br>(228)475-0300<br>Roy.hutchinson@clearwatersol.com | Contract for Debris Removal Assistance | *$519,172.07 | 34,870.14 |
| June | Cameron Parish Police Jury<br>Ashley Buller<br>337-775-7048<br>abuller@cameronppj.org | Private Property Debris Removal Program - Batch 1 | $87,500.00 | Per APN |
| June | City of Shawnee, OK<br>Rachelle Erickson<br>405-878-1652<br>rachelle.erickson@shawneeok.org | Debris Removal Services - April 2023 Tornado - DR-4706-OK | *$939,316.33 | 45,163.50 |
| May | City of Selma, AL<br>Henry Thompson<br>334-375-3011<br>projectcompliance@selma-al.gov | Debris Removal Services - DR-4684 | *$2,015,175.15 | 127,781.84 |
| May | Republic Services<br>Jon Deicla<br>956-495-4236<br>jdeicla@republicservices.com | Contract for Bulky Waste Removal | $131,492.50 | Hourly |
| May | City of Houston, TX | | *$2,387,241.11 | 58,791.10 |

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| | Carolyn Wright<br>swdworks@houstontx.gov<br><br>(832) 393-0454 | Mechanical and/or hydraulic dredging of sand and sediment from public waterways | | |
| May | Sarasota, FL<br>Scott Moranda<br>(941) 479-0442<br>smoranda@scgov.net | Biological Marine Debris Collection and Disposal Services | $35,704.79 | Hourly |
| April | Shawnee (City of), OK - State Contract<br><br>Rachelle Erickson<br>405-878-1652<br><br>rachelle.erickson@shawneeok.org | Debris Removal Services - April 2023 Tornado - DR-4706-OK | $3,520,080.99 | 235,416.30 |
| April | Little Rock, AR<br>Jon Honeywell<br>501-371-4510<br>jhoneywell@littlerock.gov | 2023 Tornado Removal and Disposal of Storm Debris | $6,854,029.47 | 487,535.09 |
| April | Monroe County, MS<br>Daniel Williams<br>662-304-0019<br>dwilliams@monroems.com | Contract for Tornado Debris and Removal Services | $1,450,766.49 | 128,502.60 |
| March | Pottawatomie County, OK<br>Melissa Dennis<br>405-273-1564<br><br>melissa.dennis@pottawatomiecountyok.gov | February 2023 Tornado | $18,621.49 | Tonnage |
| March | Manatee, FL<br>Jeanne Detweiler<br>941-812-4301<br><br>jeanne.detweiler@mymanatee.org | Red Tide-Fish Kill | $26,483.00 | Hourly |
| February | City of Houston, TX<br>Mark Wilfalk<br>346-339-2249<br>mark.wilfalk@houstontx.gov | Heavy Trash, Bulk, and Junk Waste Collection Services | *$7,075,833.51 | Tonnage |
| February | City of Tyler, TX<br>Leroy Sparrow<br>905-531-1388<br>lsparrow@tylertexas.com | Bulk Waste & Brush Services - **Winter Storm Mara** | $296,730.00 | Hourly |
| February | City of Lakeway, TX<br>Waheeda Yousofzoy<br>512-261-2850<br>waheeda@lakeway-tx.gov | Bulk Waste & Brush Services - **Winter Storm Mara** | $694,710.00 | Hourly |
| February | City of Austin, TX | | $8,587,852.75 | 661,060.65 |

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| | Richard McHale<br>512-974-4301<br>richard.mchale@austintexas.gov | Disaster Debris Removal- **Winter Storm Mara** | | |
| January | Alabama Department of Transportation - Dallas County<br>Tracy Fletcher<br>(334) 544-9016<br>fletcher@dot.state.al.us | Dallas County Tornado | $3,874,233.70 | 297,397.80 |
| January | City of Lake Charles, LA - Batch 3<br>Caitlin Smith<br>(337) 491-1490<br>caitlin.smith@cityoflc.us | Private Property Debris Removal Program - **Hurricane Laura** | $193,450.00 | Per APN |
| January | City of Lake Charles, LA – Batch 7<br>Caitlin Smith<br>(337) 491-1490<br>caitlin.smith@cityoflc.us | Private Property Debris Removal Program - **Hurricane Laura** | $180,000.00 | Per APN |
| **2022** | **Contracting Agency** | **Description of Work** | **Contract Amount** | **Cubic Yards** |
| December | Manatee, FL<br>Jeanne Detweile<br>941-812-4301<br>jeanne.detweiler@mymanatee.org | Red Tide-Fish Kill | $13,495.00 | Hourly |
| December | St. Charles Parish, LA<br>Chandra Sampey<br>(985) 783-5000<br>csampey@stcharlesgov.net | Winter Tornado Debris Removal | $97,343.44 | 11,560 |
| December | St. Bernard Parish, LA<br>John Lane<br>(504) 278-4200<br>jlane@sbpg.net | Winter Tornado Debris Removal | $181,447.84 | 16,910.33 |
| November | Florida Department of Emergency Management - JV | Debris Removal- Hurricane Ian DR-4673 | *$68,159,524.14 | |
| November | Florida Department of Environmental Protection - JV (sub) | Waterway Debris Removal – Hurricane Ian DR-4673 | *$244,384,648.42 | |
| November | St. Augustine, FL<br>Rick Stevens<br>(904) 825-1049<br>Rstevens@citystaug.com | Tropical Storm Nicole | $24,196.37 | 2,527.50 |
| November | Hollywood, FL<br>Joshua Collazo<br>954-967-4526 | Hurricane Nicole - Hourly work | $14,953.75 | Hourly |

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| | jcollazo@hollywoodfl.org | | | |
| October | Houston, TX<br>Carolyn Wright<br>swdworks@houstontx.gov<br>(832) 393-0454 | Mechanical & Hydraulic Dredging | $1,936,596.32 | 34,601.80 |
| October | Sarasota Schools, FL<br>Don Hampton<br>(941) 927-9000 ext. 68835<br>don.hampton@sarasotacountyschools.net | Debris Removal | $85,088.88 | 8,001.20 |
| October | FDOT District 1<br>Charles Parish<br>(239) 985-7829<br>Charles.Parish@dot.state.fl.us | Emergency Debris Removal and Hazardous Tree Limb & Stump Removal | $595,178.64 | 32,736.00 |
| October | Lee County Schools<br>Kimberly Allen<br>(239) 479-4203<br>kimberlyall@leeschools.net | Disaster Recovery Services | $315,845.98 | 14,162.00 |
| October | City of Debary, FL | Debris Removal Services - Hurricane Ian DR-4673 | $943,747.84 | |
| October | City of St. Augustine, FL<br>Olivia Smith<br>Solid Waste & Sanitation Manager<br>904-825-1049<br>osmith@cityofstaug.com | Debris Removal Services - Hurricane Ian DR-4673 | $59,775.35 | |
| October | Bradenton, FL<br>Craig Keys<br>941-708-6300 Ext. 237<br>craig.keys@bradentonfl.gov | Debris Clearance and Removal Services | $302,085.74 | 21,803.41 |
| October | Lakeland, FL<br>Gene Ginn<br>Phone: (727)692-9797<br>Gene.Ginn@lakelandgov.net | Annual Disaster and Debris Management Services | $1,654,141.04 | 112,785.00 |
| October | Daytona Beach, FL<br>David Waller<br>(321) 246-2331<br>wallerdavid@codb.us | Debris Removal and Services Contract | $3,103,999.90 | 339,952.00 |
| October | City of Deland, FL<br>Ray Underwood<br>(386) 804-5410<br>underwoodr@deland.org | Debris Removal | $961,843.88 | 54,659.00 |
| October | Longboat Key, FL<br>Mark Richardson<br>941-361-6411 Ext. 2212<br>mrichardson@longboatkey.org | Debris Removal Services | $334,105.91 | 23,983.60 |

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| October | FDOT District 5<br>Jennifer L. Smith<br>(386) 943-5367<br>Jennifer.smith2@dot.state.fl.us | Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations | $158,673.58 | 8,174.00 |
| September | Sarasota County, FL | Meal Services-Hurricane Ian DR-4673 | $1,270,800.00 | |
| September | FDOT Perry<br>Cynthia Nelson<br>(385) 838-5802<br>cynthia.nelson@dot.state.fl.us | Hurricane Ian Cut and Toss | $15,000.00 | Stand-By |
| September | FDOT Chiefland<br>Mark Hanna<br>(352) 493-6870<br>Mark.Hanna@dot.state.fl.us | Hurricane Ian Cut and Toss | $25,281.50 | Hourly |
| September | Sarasota County, FL<br>Lois Rose<br>941-544-2817<br>lerose@scgov.net | Disaster Debris Collection, Reduction and Disposal | $20,975,013.19 | 1,965,853.15 |
| September | Manatee, FL<br>Jeanne Detweiler<br>941-812-4301<br>jeanne.detweiler@mymanatee.org | Debris Management Services | $7,945,240.76 | 591,846.50 |
| September | Maitland, FL<br>Kim Tracy, Public Works Director<br>(407) 539-6216<br>ktracy@itsmymaitland.com | Emergency Debris Hauling and Disposal | $141,151.33 | 15,855.50 |
| September | Richmond, VA<br>VedaSuggs-Essilfie<br>(804) 646-1572<br>veda.essilifie@rva.gov | Reduction and Haul Out | $315,000.00 | Per Load |
| September | Atascocita Community Improvement Association (Houston, TX) | Canal Rip Rap Installation & Debris Removal | $59,352.00 | |
| August | City/County of St. Charles<br>Nicholas Galla<br>(636) 255-6135<br>Nicholas.Galla@st.Charlescitymo.gov | 2022 Flooding | $11,979.84 | TBD |
| August | Larimer County, CO<br>Lori Hodges<br>(970) 498-5763<br>lori.hodges@larimer.gov | Sediment Removal - Buckhorn Creek | $1,850,071.00 | 17,606.00 |

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| July | East Baton Rouge Parish/City of Baton Rouge<br>Richard Speer<br>225-389-4865<br>rspeer@brgov.com | Annual Channel Clearing Project – Elbow Bayou and Claycut Bayou | *$3,996,313.00 | Per Acre |
| July | City of Mayfield, KY<br>Kathy O'Nan<br>(270) 251-6251<br>konan@mayfieldky.gov | Private property debris removal in response to tornado | $5,266,377.68 | 66,183.30 |
| July | Lake Charles, LA<br>Caitlin Smith<br>(337) 491-1490<br>caitlin.smith@cityoflc.us | Private property debris removal and demolitions - **Hurricane Laura DR-4559** | $218,136.00 | Per Property |
| May | City of Austin, TX<br>Amy Slagle<br>amy.slagle@austintexas.gov<br>512-974-4302 | Bulk Waste Debris Removal | $1,019,362.50 | Hourly |
| April | Boulder County, CO<br>Cody Lillstrom<br>720-245-0032<br>jlillstrom@bouldercounty.org | Marshall Fires Phase 2 | $27,085,908.23 | Per Parcel |
| March | South Carolina Department of Transportation - Jasper | Maintenance On Call Tree Trimming and Removal | $89,072.00 | |
| March | St. Bernard, LA<br>John Lane<br>jlane@sbpg.net<br>504-278-4200 | 2022 Tornado | $594,135.08 | 49,467.58 |
| February | City of Houston, TX – Roger's Gull<br>Carolyn Wright<br>swdworks@houstontx.gov<br>(832) 393-0454 | Mechanical Sand and Waterway Debris Removal, Lake Houston | $7,007,416.52 | 196,011.65 |
| February | Lakeland, TN<br>Daniel Lovett<br>dlovett@lakelandtn.org | 2022 Ice Storm Debris Cleanup | $103,766.00 | 7,982.00 |
| February | LADOTD Jefferson Ditches<br>Seth Matherne 225-379-1164<br>seth.matherne@la.gov | Emergency Ditch, Culvert, and Catch Basin Cleaning – **Hurricane Ida DR-4611** | $3,818,278.00 | N/A |
| January | Pointe Coupee Parish, LA<br>Nathan Cobb, P.E.<br>Director of Public Works and Utilities<br>160 East Main Street<br>New Roads, LA 70760 | Bulky Waste | $6,487.50 | Hourly |

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| | Phone: 225-638-9556<br>Ncobb@pcparish.org | | | |
| January | City of Greenville, NC | Bulk Delivery of Road Salt | $20,000.00 | |
| January | SCDOT<br>David Cook<br>cookd@scdot.org<br>803-737-1290 | Winter Storm Izzy | $40,135.00 | Hourly |
| January | Boulder County, CO<br>Alli Kelly<br>720-564-2651 | Marshall Fires Phase 1 | $266,716.84 | N/A |
| January | City of Monroe, LA<br>Taronda Goodin<br>taronda.goodin@ci.monroe.la.us | Bulk Waste Debris Removal | $271,600.00 | Hourly |
| **2021** | **Contracting Agency** | **Description of Work** | **Contract Amount** | **Cubic Yards** |
| December | TXDOT Brazoria County<br>Lupe Nieto, Jr.<br>979-864-8554<br>Lupe.nieto@txdot.gov | Debris Removal – **Tropical Storm Nicholas** | *$615,045.70 | 10,185.00 |
| December | LADOTD 02 St. Bernard<br>John Lane<br>jlane@sbpg.net<br>504-278-4200 | Emergency Drainage Cleaning for Florissant Hwy (LA46) | $192,815.28 | N/A |
| December | TXDOT<br>Lupe Nieto, Jr.<br>979-864-8554<br>Lupe.nieto@txdot.gov | Disaster Debris Removal Services – Tropical Storm Nicholas | $53,407.50 | 29,203.90 |
| December | USACE - Graves County, KY<br>Jason Phillips, P.E.<br>Jason.b.phillips@usace.army.mil<br>931-263-2326 | 2021 Tornadoes | $12,640,181.52 | 409,238.40 |
| December | Greater Lafourche Port Commission- Port Fourchon, LA<br>Serena Bruce<br>serenab@portfourchon.com<br>985-632-1108 | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $631,513.60 | 20,318.00 |
| December | Ascension Parish, LA<br>Rachael Wilkinson 225-450-1208<br>rwilkinson@apgov.us | Disaster Debris Re Canal Disaster Debris Removal Services — **Hurricane Ida DR-4611** | $11,287,635.40 | 127,858.53 |
| October | Village of Napoleonville, LA<br>Meshaun Arcenaux 985-369-6365 | Disaster Debris Removal Services— | $38,941.40 | 640.5 |

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| | Meshaun.arcenaux@gmail.com | **Hurricane Ida DR-4611** | | |
| October | Southeast Flood Protection Authority<br>Ryan Foster 504-286-3100 Ext. 3157<br>rfoster@floodauthority.org | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $2,690,963.63 | 41,632.25 |
| October | Dauphin Island, AL<br>Jeff Collier<br>(251) 209-9980<br>jcolier@townofdauphinisland.org | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $3,140,135.00 | N/A |
| October | Bay City, TX<br>Scottie Jones<br>979-479-0344<br>sjones@cityofbaycity.org | Disaster Debris Removal Services – **Tropical Storm Nicholas** | *$236,335.95 | N/A |
| October | Matagorda County, TX<br>Amanda Campos<br>(979) 323-0707<br>acampos@co.matagorda.tx.us | Disaster Debris Removal Services – **Tropical Storm Nicholas** | *$298,988.17 | 29,203.90 |
| October | Lafourche School District, LA<br>Jared Breaux<br>(985) 435-4617<br>jabreaux@mylpsd.com | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $429,298.01 | 6,461.60 |
| September | Bayou Lafourche Water District, LA<br>Ben Malbrough 985-447-7155<br>ben.malbrough@blfwd.org | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $5,890,173.13 | 121,192.05 |
| September | St. Charles Parish, LA<br>Chandra Sampey 985-783-5000<br>csampey@stcharlesgov.net | Canal Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $2,339,823.10 | 29,753.60 |
| September | Sorrento, LA<br>Chris Guidry 225-675-5337<br>cguidry@sorrentola.gov | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $115,857.17 | 8,704.00 |
| September | Town of Gramercy, LA<br>Mayor Steven Nosacka<br>225-978-0556<br>mayor@townofgramercy.com | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $305,274.00 | 24,470.40 |
| September | Pointe Coupee Parish, LA | Disaster Debris Removal Services – Hurricane Ida DR-4611 | *$13,537.50 | |
| September | Iberville Parish, LA<br>Randall Dunn 225-687-5190<br>rdunn@ibervilleparish.com | Disaster Debris Removal Services— | $140,329.15 | 10,845.85 |

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| | | **Hurricane Ida DR-4611** | | |
| September | Assumption Parish, LA<br>John Boudreaux 985-369-7386<br>johnboudreaux@assumptionoep.com | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | *$215,899.11 | 17,813.37 |
| September | City of Baker, LA<br>Darnell "Da-1" Waites 225-778-0300<br>dwaites@cityofbakerla.com | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $135,403.20 | 10,951.00 |
| September | St. Tammany Parish, LA<br>Jay Watson 985-898-2557<br>jwatson@stpgov.org | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | *$43,757,042.06 | 2,521,178.10 |
| September | Town of Lutcher, LA<br>Patrick St. Pierre<br>225-869-5823<br>patrick@townoflutcher.com | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $424,647.81 | 33,668.05 |
| September | Montgomery County, PA<br>Jason Wilson<br>215-260-5827<br>jwilson@montcopa.org | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $11,944,812.49 | 313,347.40 |
| September | Donaldsonville, LA<br>Mayor Leroy J. Sullivan, Sr<br>(225) 806-8207 | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $282,656.27 | 22,534.00 |
| September | Central, LA<br>Mayor David Barrow 225-246-2306<br>david.barrow@central-la.gov | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $441,364.66 | 62,952.75 |
| September | St. James Parish, LA<br>Eric Deroche 225-562-2265<br>eric.deroche@stjamesparishla.gov | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $1,381,257.45 | 97,634.10 |
| September | Ascension Parish, LA<br>Rachael Wilkinson<br>225-450-1208<br>rwilkinson@apgov.us | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $5,289,860.19 | 369,905.20 |
| September | Jefferson Parish, LA<br>Katherine Costanza 504-736-6440<br>KCostanza@jeffparish.net | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | *$36,692,909.98 | 1,666,435.50 |
| September | LADOTD 61<br>Seth Matherne 225-379-1164<br>seth.matherne@la.gov | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $5,913,629.58 | 311,821.70 |

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| September | LADOTD 62<br>Seth Matherne 225-379-1164<br>seth.matherne@la.gov | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | $30,900,053.55 | 1,694,908.97 |
| August | Terrebonne Parish, LA<br>Clay Naquin 985-873-6739<br>cnaquin@tpcg.org | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | *$46,194,992.24 | 3,485,449.00 |
| August | Tangipahoa Parish, LA<br>Missy Cowart 985-748-3211<br>mcowart@tangipahoa.org | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | *$42,542,418.87 | 3,053,871.70 |
| August | Abita Springs, LA<br>Leanne Schaefer<br>(985)892-0711 Ext 3951<br>lschaefer@abitaspringsla.gov | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | *$26,868 | 24,640.50 |
| August | St. Charles Parish, LA<br>Chandra Sampey 985-783-5000<br>csampey@stcharlesgov.net | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | *$18,672,467.27 | 1,308,730.00 |
| August | Lafourche Parish, LA<br>Jerome P. Danos 985-637-5199<br>DanosJP@lafourchegov.org | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | *$17,253,946.46 | 1,274,296.29 |
| August | East Baton Rouge/City of Baton Rouge, LA<br>Richard Speer 225-389-4865<br>rspeer@brgov.com | Disaster Debris Removal Services— **Hurricane Ida DR-4611** | *$10,938,467.34 | 644,919.00 |
| August | St. Bernard Parish, LA<br>John Rahaim, Jr.,<br>504-278-4267<br>jrahaim@sbpg.net | Disaster Debris Removal Services – **Hurricane Ida DR-4611** | $2,253,489.28 | 41,033.73 |
| July | Randolph County – ACCA | Alabama Tornadoes | $83,352.47 | |
| July | FDOT District 2 – Perry<br>Renae Sanders (850) 330-1658<br>Renae.Sanders@dot.state.fl.us | Pre-staging | $15,000.00 | N/A |
| July | FDOT District 2 – Chiefland<br>Renae Sanders (850) 330-1658<br>Renae.Sanders@dot.state.fl.us | Pre-staging | $18,326.25 | N/A |
| July | Foley, AL | Hurricane Debris Stream Cleanout - Hurricane Sally DR-4563 | $15,000.00 | |
| July | City of Houston, TX<br>Stephen Costello<br>(832) 393-0811 | Mechanical Sand and Waterway | $10,483,667.44 | 307,712.60 |

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| | stephen.costello@houstontx.gov | Debris Removal, Lake Houston | | |
| June | Pinellas County, FL<br>Sean Tipton (727) 222-0441<br>stipton@pinellascounty.org | Red Tide-Fish Kill | $2,070,438.47 | Hourly |
| June | Ascension Parish, LA<br>Rachael Wilkinson<br>225-450-1208<br>rwilkinson@apgov.us | May weather event | $2,631.14 | 293 |
| June | State of Washington<br>Hank Cramer<br>(509)429-2848<br>hankcramer@hotmail.com | Town of Malden Fire Cleanup | $4,600,000.00 | N/A |
| May | East Baton Rouge, LA<br>Adam Smith<br>(225) 389-5623<br>Amsmith@brgov.com | May Flood Event | $505,060.62 | 29,634.00 |
| April | City of Mobile, AL<br>James A. DeLapp<br>(251) 208-7886<br>jadelapp@cityofmobile.org | Bulky Waste | $38,637.50 | Hourly |
| April | Coweta, GA<br>Tod Handley<br>(770) 683-7623<br>thandley@coweta.ga.us | Disaster Debris Clearance and Removal Services | $35,089.08 | 5525.84 |
| April | City of Austin, TX | Winter Storm Debris Removal | $382,005.00 | Hourly |
| April | Shelby County, AL | Alabama Tornadoes | $511,206.78 | 69,061.45 |
| April | Calhoun County, AL<br>Brian Rosenbalm (256) 237-4657<br>brianr@calhouncounty.org | Emergency Debris Removal in response to tornados | $2,942,622.86 | 228,268.30 |
| April | Westwego (City of), LA | **Hurricane Zeta DR-4573** | $22,440.00 | 1,320.00 |
| March | Central, LA<br>Mayor David Barrow<br>225-246-2306<br>david.barrow@central-la.gov | Winter Storm Debris | $51,300.00 | Hourly |
| February | East Baton Rouge<br>Adam Smith<br>(225) 389-5623<br>Amsmith@brgov.com | Winter Storm Debris Removal | *$1,130,963.16 | 64,164.00 |
| February | Texas Department of Transportation | Waterway Debris Removal | $316,915.00 | 7,769.00 |
| January | CalRecycle<br>Luke Wainscott (916) 341-6527<br>contracts@calrecycle.ca.gov | 2020 Fires, Debris Removal & Hazard Tree | *$81,651,575.10 | TBD |

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| | | Removal Services | | |
| January | Washington County, AL<br>Daniel Overton (251) 581-0215<br>Wcdgo55@yahoo.com | Disaster Debris Removal Services – **Hurricane Zeta DR-4573** | $2,806,056.32 | 209,077.00 |
| January | Clarke County, AL<br>Jake Bailey (251) 769-8550<br>jbailey@clarkecountyal.com | Disaster Debris Removal Services – **Hurricane Zeta DR-4573** | $4,299,718.14 | 232,087.00 |
| **2020** | **Contracting Agency** | **Description of Work** | **Contract Amount** | **Cubic Yards** |
| November | State of Washington<br>Hank Cramer (509) 429-2848<br>hankcramer@hotmail.com | Town of Malden Fire Clean up | $4,567,224.89 | 3,324 |
| November | City of Selma, AL<br>Meredith Stone (334) 412-2246<br>Meredith.hsaeng@gmail.com | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | *$200,000 | 49,410 |
| November | Mobile County, AL<br>Eddie Kerr (251) 406-2733<br>Eddie.Kerr@mobilecountyal.gov | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | * $2,000,000 | 66,449 |
| November | City of Prichard, AL<br>Fernando Billups (251) 331-4565<br>f.billups@thecityofprichard.org | Disaster Debris Removal Services – **Hurricane Sally DR-4563** | $682,861.00 | 45,412 |
| November | Stone County, MS<br>Lance Pearson (601) 762-5235<br>Lancepearson15@gamil.com | Disaster Debris Removal Services – **Hurricane Zeta DR-4576** | * $1,500,000 | 83,705 |
| November | City of Lucedale, MS | Disaster Debris Removal Services – **Hurricane Zeta DR-4576** | $513,307.96 | 29,457 |
| November | City of Moss Point, MS<br>Roy Hutchinson (228)475-0300<br>Roy.hutchinson@clearwatersol.com | Disaster Debris Removal Services – **Hurricane Zeta DR-4576** | $128,758.93 | 9,072.80 |
| November | City of Alexander City, AL | Weather Event of April 2020 | $281,101.19 | 18,046 |
| November | Forsyth County, GA<br>Donna Kukarola (770) 888-8872<br>kukarola@forsyth.cc | Disaster Debris Removal Services – **Hurricane Zeta DR-4579** | $49,837.85 | 4391 |
| October | Plaquemines Parish, LA | | $370,612.80 | 18,736.38 |

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| | Nicole Carnes (504) 934-6326<br>ncarnes@ppgov.net | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | | |
| October | City of Niceville, FL<br>Amy Ruth Hanson (850) 279-6436<br>ahanson@niceville.org | Disaster Debris Removal Services – **Hurricane Sally DR-4564** | $31,410.39 | 3807.32 |
| October | ALDOT- Grove Hill District<br>Daniel Ganus (251) 231-0572<br>ganusd@dot.state.us | Disaster Debris Removal Services – **Hurricane Zeta DR-4573** | * $6,000,000 | 428,089 |
| October | City of Slidell, LA<br>Blaine Clancy (985) 646-4270<br>bclancy@cityofslidell.org | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | * $350,000 | Hourly |
| October | Jefferson Parish, LA<br>Katherine Costanza (504) 736-6440<br>JPEnvironmental@jeffparish.net | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | $2,937,024.93 | 138,882 |
| October | City of New Orleans, LA<br>Matt Torri (504) 658-4000<br>matt@nola.gov | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | $391,359.16 | 20,516 |
| October | Terrebonne Parish, LA<br>Clay Naquin (985) 873-6739<br>cnaquin@tpcg.org | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | $89,187.06 | 10,836 |
| October | St. Charles Parish, LA<br>Chandra Sampey (985) 331-8604<br>csampey@stcharlesgov.net | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | $97,940.95 | 10,500 |
| October | St. Bernard Parish, LA<br>Ronnie Alonzo (504) 278-4227<br>ralonzo@sbpg.net | Disaster Debris Removal Services – **Hurricane Zeta DR-4577** | $591,978.10 | 47,247 |
| October | City of Kenner, LA<br>Heather Hilliard (504) 468-6148 | Food Services – **Hurricane Zeta DR-4577** | $23,685 | Logistics |
| October | Jefferson County, TX<br>Michael White (409) 835-8757<br>mwhite@co.jefferson.tx.us | Logistic Services – **Hurricane Delta** | $13,530 | Logistics |
| October | City of Baker, LA<br>Mayor Darnell Waites (225) 778-0300<br>dwaites@cityofbakerla.com | Disaster Debris Removal Services – **Hurricane Delta DR-4570** | $121,977.20 | 8,051.30 |

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| October | East Baton Rouge, LA<br>Richard Speer (225) 389-4865<br>RSPEER@brgov.com | Disaster Debris Removal Services – **Hurricane Delta DR-4570** | $684,139.37 | 56,123 |
| October | City of Central, LA<br>Mayor David Barrow (225) 246-2306<br>David.barrow@central-la.gov | Disaster Debris Removal Services – **Hurricane Delta DR-4570** | $106,353 | 15,236.85 |
| October | Pointe Coupee Parish, LA<br>Nathan Cobb (225) 226-5972<br>ncobb@pcparish.org | Disaster Debris Removal Services – **Hurricane Delta DR-4570** | $27,000 | Hourly |
| October | West Feliciana Parish, LA<br>Emily Cobb (225) 635-3864<br>ecobb@wfparish.org | Disaster Debris Removal Services – **Hurricane Delta DR-4570** | $94,143.05 | 8,223 |
| October | Lafayette Parish, LA<br>Carrie Sattler (337) 291-8564<br>carriesattler@gmail.com | Disaster Debris Removal Services – **Hurricane Delta DR-4570** | * $4,500,000 | 387,760.95 |
| October | Acadia Parish, LA<br>Ashley LeBlanc (337)783-4357<br>acadiaohsep@appj.org | Disaster Debris Removal Services – **Hurricane Delta DR-4570** | * $1,500,000 | 85,508.75 |
| October | City of Semmes, AL<br>Jason Franklin (251) 442-4334<br>jasonfranklin@cityofsemmesal.gov | Disaster Debris Removal Services – **Hurricane Sally DR-4563** | $77,396 | 6,592.55 |
| October | Vernon Parish, LA<br>Belinda Diehl (337)238-0324<br>belinda@vppjla.com | Disaster Debris Removal – **Hurricane Laura DR-4559** | * $12,000,000 | 665,086 |
| September | City of Mary Esther, FL<br>Heather Day (850)243-3566<br>findir@cityofmaryesther.com | Disaster Debris Removal Services – **Hurricane Sally DR-4564** | $14,832.68 | 1797.9 |
| September | Jackson County, FL<br>Judy Austin (850) 718-0005<br>jaustin@jacksoncountyfl.com | Private Property Debris Removal— **Hurricane Michael (DR-4399)** | $459,716.62 | 41,862.60 |
| September | City of Gulf Breeze, FL<br>Samantha Abell (850) 203-6033<br>sabell@gulfbreezefl.gov | Disaster Debris Removal Services – **Hurricane Sally DR-4564** | $1,023,202.02 | 81,656 |
| September | Town of Dauphin Island, AL | | * $1,200,000 | 30,939 |

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| | Mayor Jeff Collier (251) 209-9980<br>jcollier@townofdauphinisland.org | Disaster Debris Removal Services – **Hurricane Sally DR-4563** | | |
| September | Mobile County, AL<br>Eddie Kerr (251) 406-2733<br>Eddie.Kerr@mobilecountyal.gov | Disaster Debris Removal Services – **Hurricane Sally DR-4563** | * $5,000,000 | 200,745 |
| September | City of Mobile, AL<br>John Peavy (251) 656-6892<br>John.peavy@cityofmobile.org | Disaster Debris Removal Services – **Hurricane Sally DR-4563** | * $15,000,000 | 664,196.30 |
| September | Winn Parish, LA<br>Karen Tyler (318) 628-5824<br>Pj1admin@wppj.net | Disaster Debris Removal – **Hurricane Laura DR-4559** | $2,184,514.30 | 141,171 |
| September | Natchitoches Parish, LA<br>Cathy Creamer (318) 357-1339<br>ccreamer@npgov.org | Disaster Debris Removal – **Hurricane Laura DR-4559** | $793,043.66 | 18,077 |
| September | City of Natchitoches, LA<br>Ed Lee (318) 357-3870<br>elee@natchitochesla.gov | Disaster Debris Removal – **Hurricane Laura DR-4559** | $446,697.22 | 30,400 |
| September | City of Cedar Rapids, IA<br>Rebecca Johnson (319) 286-5062<br>r.johnson2@cedar-rapids.org | Collection of C&D Storm Damaged Household Items – **Derecho Severe Storms DR-4557** | * $200,000 | 3,632.12 Tons |
| September | Grant Parish, LA<br>Sissy Pace (318) 627-3157<br>sissy.pace@gppj.org | Disaster Debris Removal – **Hurricane Laura DR-4559** | $11,817,169.83 | 1,146,281.30 |
| August | Ouachita Parish, LA<br>Jay Mitchell (318) 323-5700<br>mayorsoffice@westmonroe.la.gov | Disaster Debris Removal – **Hurricane Laura DR-4559** | $2,239,882.51 | 245,324.15 |
| August | Jefferson Davis Parish, LA | Disaster Debris Removal – **Hurricane Laura DR-4559** | $2,290,672.78 | 213,022 |
| August | Lafayette Parish, LA<br>Carrie Sattler (337) 291-8564<br>carriesattler@gmail.com | Disaster Debris Removal – **Hurricane Laura DR-4559** | $397,790.77 | 31,222.05 |
| August | City of Crowley, LA<br>Sarah Fontenot (337) 783-0824<br>Sarah.fontenot@crowley-la.com | Disaster Debris Removal – **Hurricane Laura DR-4559** | $282,736.22 | 22,602.15 |
| August | State of Louisiana | | $202,000 | Logistics |

| | | | | |
|---|---|---|---|---|
| | Jeremy Meiske (225) 342-8022<br>Jeremy.meiske@la.gov | Emergency Support Trailers – **Hurricane Laura DR-4559** | | |
| August | Jefferson County Drainage District, TX<br>Phil Kelley (409) 985-4369<br>pkelley@dd7.otg | Emergency Disaster Assistance Recovery- **Hurricane Laura DR-4559** | $12,886.39 | Logistics |
| August | City of Deland, FL<br>Demetris Pressley (386) 626-7194<br>Pressleyd@deland.org | Disaster Debris Removal – **Hurricane Isaias** | $45,606.46 | 7452.04 |
| August | City of Wilmington, NC<br>Dave Mayes (910) 341.5880<br>Dave.Mayes@wilmingtonnc.gov | Debris Management Recovery & Removal Services- **Hurricane Isaias** | $2,692,553.05 | 230,044.99 |
| July | Matagorda County, TX<br>Amanda Campos (979) 323-0707<br>acampos@co.matagorda.tx.us | Debris Clearance & Removal – **Hurricane Hanna** | $411,067 | 5,235 |
| July | City of Central, LA<br>Mayor David Barrow (225) 261-5988<br>david.barrow@central-la.gov | Debris Removal in response to Weather Event | $3,400 | Hourly |
| May | Virginia Department of Emergency Management | COVID-19 Support | $506,232.04 | Logistics |
| May | Lafourche Parish, LA<br>Jerome Danos (985) 493-6928<br>danosjp@lafourchegov.org | Debris Removal and Recovery Services | $143,375 | 573.50 Hourly |
| May | St. Charles Parish, LA<br>Chandra Sampey (985) 331-8604<br>csampey@stcharlesgov.net | May 15 Flood Event | $62,372.41 | 6,049.70 |
| April | City of Mount Juliet, TN<br>Andy Barlow (615) 773-7957<br>abarlow@mtjuliet-tn.gov | Tornado Debris Removal (DR-4476) | $1,258,201.54 | 86,913 |
| April | Puerto Rico Power Authority<br>Mireya Rodriguez<br>(787)521-1358<br>Mireya.rodriguez@prepa.com | Vegetation Management | * $11,000,000 | 60,760.23 |
| January | City of Houston, TX<br>Carolyn Wright (832) 393-0454<br>swdworks@houstontx.gov | Mechanical Sand and Waterway Debris | * 15,792,662.59 | 520,923.65 |

| | | | | |
|---|---|---|---|---|
| | | Removal, Lake Houston | | |
| **2019** | **Contracting Agency** | **Description of Work** | **Contract Amount** | **Cubic Yards** |
| November | City of Port Aransas, TX<br>Rick Adams (361) 749-7111<br>radams@cityofportaransas.org | Municipal Boat Harbor Debris Removal Disposal Services – **Hurricane Harvey (DR-4332)** | $273,428.60 | 770 |
| September | Jefferson County, TX<br>Michael White (409) 835-8757<br>mwhite@co.jefferson.tx.us | Disaster Debris Management— **Tropical Storm Imelda (DR-4466)** | $1,132,923.58 | 57,429.65 |
| September | City of Liberty, TX<br>Tom Warner (936) 336-3684<br>twarner@cityofliberty.org | Disaster Debris Management— **Tropical Storm Imelda (DR-4466)** | $87,791.50 | 3,755 |
| September | City of Nederland, TX<br>Chris Duque 409-723-1503<br>cduque@nhcgov.com | Disaster Debris Management— **Tropical Storm Imelda (DR-4466)** | $12,142.40 | 111.5 |
| September | New Hanover County, NC<br>Kim Rhoane (910) 798-4402<br>KRoane@nhcgov.com | Disaster Debris Removal— **Hurricane Dorian (DR-4465)** | $151,527.30 | 18,108 |
| September | Town of Pine Knoll Shores, NC<br>Jason Baker 252-247-2268<br>Jbaker@townofpks.com | Disaster Debris Removal— **Hurricane Dorian (DR-4465)** | $126,898.25 | 14,842 |
| September | City of Wilmington, NC<br>Dave Mayes (910) 341.5880<br>Dave.Mayes@wilmingtonnc.gov | Pre-Staging Equipment— **Hurricane Dorian (DR-4465)** | $26,106.20 | N/A |
| August | City of Miami Beach, FL<br>Lourdes Porras 305-673-7490<br>lourdesporras@miamibeachfl.gov | Logistical Services— **Hurricane Dorian (DR-4465)** | $38,400 | N/A |
| August | City of Central, LA<br>Mayor David Barrow (225) 261-5988<br>david.barrow@central-la.gov<br>Kurt Mandernach 636-949-7465 | Disaster Debris Removal— **Hurricane Barry (DR-4462)** | $7,800 | N/A |

| | | | | |
|---|---|---|---|---|
| | kmandernach@sccmo.org | | | |
| August | Village of Plover, WI<br>Bill Konkol 715-345-5257<br>bkonkol@ploverwi.gov | **Straight-Line Wind –** Debris Removal | $119,427.50 | N/A |
| July | Assumption Parish, LA<br>John Boudreaux (985) 369-7386<br>Johnboudreaux@assumptioneop.com | Disaster Debris Removal— **Hurricane Barry (DR-4462)** | $63,886.74 | 6,515 |
| July | Pointe Coupee Parish, LA<br>Nathan Cobb (225) 226-5972<br>ncobb@pcparish.org | Disaster Debris Removal— **Hurricane Barry (DR-4462)** | $21,600 | N/A |
| July | Terrebonne Parish, LA<br>Clay Naquin 985-873-6739<br>cnaquin@tpcg.org | Disaster Debris Removal— **Hurricane Barry (DR-4462)** | $404,858.94 | 50,451 |
| July | Lafayette Parish, LA<br>Carrie Sattler (337) 291-8564<br>carriesattler@gmail.com | Disaster Debris Removal— **Hurricane Barry (DR-4462)** | $225,250.75 | 18,339 |
| July | East Baton Rouge Parish/City Of Baton Rouge, LA<br>Adam Smith, P.E., (225) 389-5623<br>AMSmith@brgov.com | Disaster Debris Removal— **Hurricane Barry (DR-4462)** | $398,040.07 | 32,310 |
| June | State of New York<br>Division Of Military & Naval Affairs<br>(518) 786-4500 | Provide MRE's | $306,060.00 | N/A |
| June | Puerto Rico's Department of Parks and Recreation<br>Pablo Figueroa 787-538-4719<br>Pablof_360arch@yahoo.com | **Hurricane Maria Debris Removal (DR-4339)** | $4,890,171.32 | 33,337.20 |
| June | Monroe County, MS<br>O. W "Sonny" Clay (662) 319-7881 | Tornado Debris Removal and Disposal Services | $1,756,741.53 | 152,815 |
| June | City of Ruston, LA<br>Michelle Colvin (318) 251-8631 | Debris Removal and Disposal from Event of April 25, 2019 (Tornado) | $285,951.44 | 30,689 |

Please see Section 4: Key Staff Experience and Qualifications.

# DISCOVER DRC: A CLOSER LOOK

- Founded in 1995, DRC and its affiliates are **100% family-owned**, comprising the largest debris removal and management company in the industry, with **over 100** full-time employees dedicated to disaster recovery.

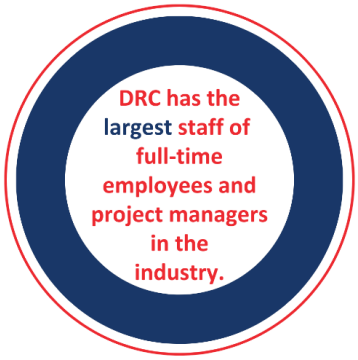


- With a bonding capacity exceeding **$1 billion** and working capital more than **$500 million**, DRC ensures uninterrupted execution of its projects. DRC excels in concurrent project management, maintaining uninterrupted progress across multiple jurisdictions.

- Subcontractor Payment Process: For a typical event, **subcontractors are paid every Friday**, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.

- DRC holds the U.S. Army Corps of Engineers **(USACE) ACI Debris Removal** contract for Region 3 (MI, IN, TN, KY, OH, WV) and collaborates with USACE on training and preparations. DRC has been tasked three times under this contract, most recently in response to the **Kentucky Tornadoes** in Graves County and Mayfield, Kentucky, in December 2021.

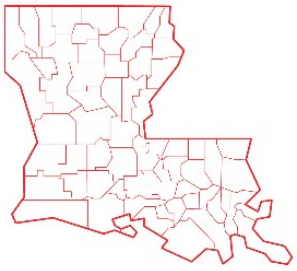

- DRC operated in **every FEMA-declared parish in the State of Louisiana** in 2021. DRC managed **89 debris management sites** and removed over **18,000,000 cubic yards** of debris solely in response to Hurricane Ida.

- DRC conceived, executed, supervised, and funded a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.

- In response to Hurricanes Laura, Sally, Delta, and Zeta during the 2020 hurricane season, DRC was deployed across **four states** and **52 jurisdictions**. DRC managed 81 debris management sites and effectively removed and disposed of over 6,400,000 cubic yards of debris.

- Following Hurricane Ian in 2022, DRC **recycled 100%** of the 3.3 million cubic yards of vegetative debris collected in Sarasota County, FL, and surrounding municipalities.




- **Certified Arborist** on staff full time, Taylor Jumonville.

# CAPACITY

When disasters hit communities, DRC Emergency Services is there. We stand by ready to help you **prepare**, **respond**, and **recover** in the face of disaster.

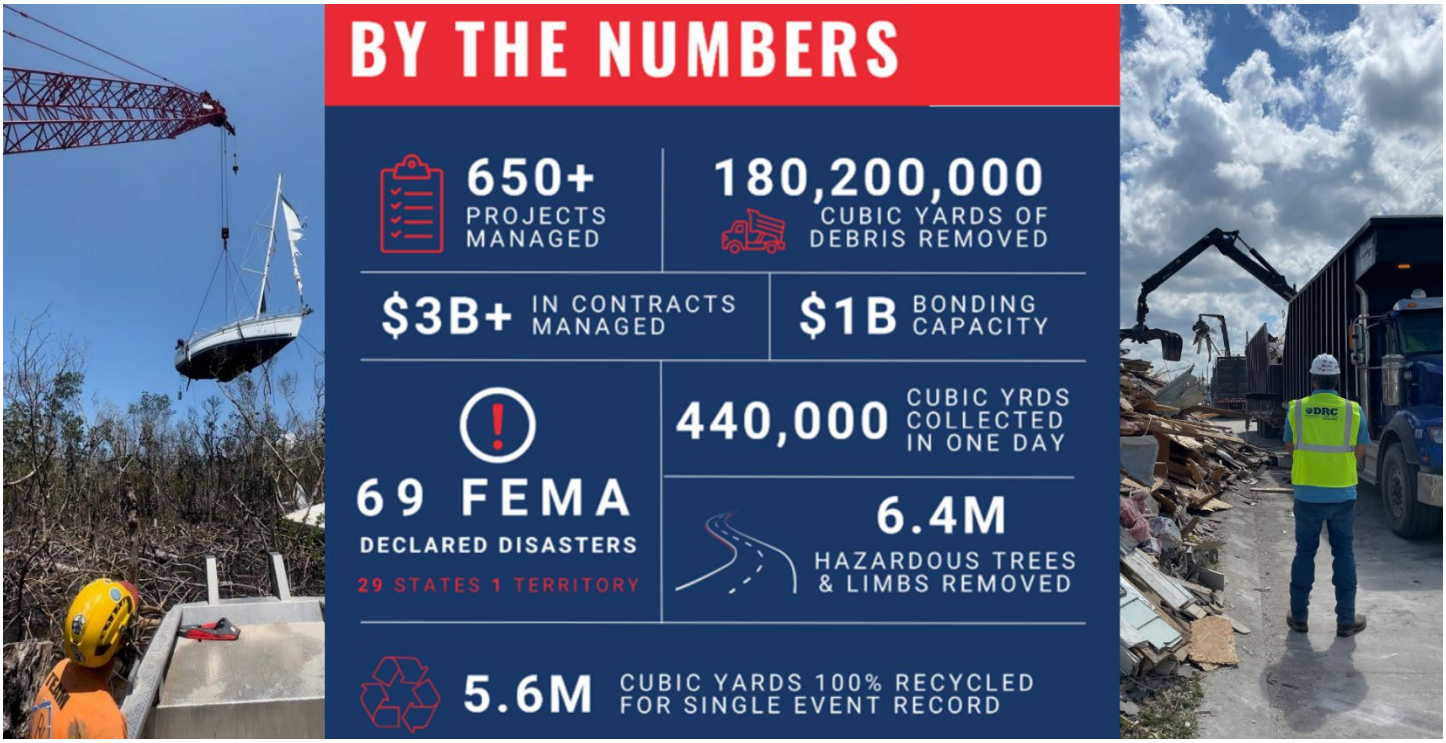


***"DRC first showed up a few weeks after our fire, which devastated 85% of our town. We weren't really sure what was going to happen in a lot of aspects, but what we became quickly sure of is that the leadership in debris removal was handled effectively, efficiently, and professionally, at every single level."***

— Scott Hokonson, Executive Director, Pine Creek Community Long-Term Recovery Group



## *Sullivan Brothers Family of Companies*

Together with our commonly owned affiliates SLS, Forgen, and Callan Marine, DRC can respond immediately to disaster events and provide almost every service required to move through the complete disaster recovery timeline. We are one of the only companies in the United States that can perform these services in a streamlined manner from both the contracting and management sides. This portfolio of companies is under the same ownership and shares all resources and assets, including financial, personnel, equipment and facilities. **DRC has access to over 1,000 employees through our family of companies, making us a trusted partner for towns, cities, and jurisdictions nationwide in disaster recovery services.**

DRC specializes in providing extensive disaster recovery services throughout the country. We are recognized for providing government and private entities with rapid response solutions and facilitating the most effective immediate recovery efforts tailored to each specific disaster. We also facilitate contingency planning through our disaster readiness workshops and training. Throughout our history, DRC has successfully completed more than $3 billion in response contracts and has removed more than 180 million cubic yards of debris. We have the capacity to mobilize more than 4,000 pieces of equipment to any location in the United States and maintain a strong cadre of disaster and debris management and operational personnel, who are augmented by hundreds of regional and local construction partners and personnel.

SLS provides the full spectrum of general contracting, construction management, infrastructure, disaster response, health and humanitarian services throughout North America and beyond. From emergency sheltering, facilities operation, mass population care, and catering to field hospitals and rapid repairs, we mobilize within hours to provide relief and stability when disaster strikes. With an aggregate bonding capacity of $4 billion, SLS performs a multitude of large-scale assignments for federal, state, regional, county and municipal entities—with a keen focus on the comprehensive rehabilitation, reconstruction and recovery of communities impacted by emergencies and disasters. Additionally, our team provides infrastructure, facility construction and rehabilitation services; remote workforce compounds and basecamp facilities; turnkey health solutions; and intermodal, industrial and marine facility construction.

Forgen is one of the largest environmental construction companies in the United States, offering remediation and infrastructure solutions across the country. Our integrated geotechnical and civil construction and environmental remediation services restore and strengthen our natural surroundings to protect people, communities, and the environment for generations to come. We have successfully delivered large, multi-disciplinary projects for public and private sector clients across North America for more than a decade, safely tackling complex challenges across a variety of industries.

Callan Marine is a highly specialized marine construction firm capable of providing design, engineering, management, and construction services. We provide every type of marine construction activity including debris management and removal, dredging, shoreline protection, beach renourishment, port/dock facility construction, and wetland construction. Our work restores berthing depths for ship docks and navigation channels and facilitates transportation in our nation's waterways. We are recognized as the leading marine construction service provider on the Gulf Coast, with a long list of government and private clients who continually utilize Callan Marine for comprehensive marine construction services.

# LEADERSHIP AT A GLANCE

**Since 1995, DRC Emergency Services, LLC and its affiliated companies (DRC) has been the leader in disaster recovery. We are the largest provider of disaster recovery and emergency management services in the United States, with a bonding capacity of over $1 billion and more than 100 full-time staff dedicated to disaster recovery. Every year, DRC responds quickly and effectively to multiple disasters across the US, helping communities recover and return to normalcy following all types of disastrous events. Whether we are called upon to clean up after a flood, fire, ice storm, hurricane, or tornado; to protect wildlife in ecologically sensitive areas; or to restore beaches using our industry-leading sand screening and beach restoration techniques, DRC's experienced leadership has what it takes to get the job done.**

***Whenever disaster strikes a community, DRC is ready to strike back.***



**Evan Fancher, Regional Manager**



**Joe Newman, Vice President of Operations**

Evan Fancher is the Regional Manager for Plantation and will serve as a direct government liaison between the City and the DRC operations team. Joe Newman, Vice President of Operations, will direct and manage the project, leveraging DRC's experienced operations team. Mr. Newman and his team have over 30 years of experience in disaster recovery management, including but not limited to the following:

**Hurricanes Helene and Milton -** Currently, we are activated on 26 contracts for Hurricanes Helene and Milton, the majority of which are in the State of Florida. We have removed more than 1,000,000 cubic yards of debris on these ongoing activations.

**Hurricane Ian** – DRC managed multiple activations across the state of Florida, including three Florida Department of Transportation Regional contracts.

**Hurricane Ida** – DRC managed multiple Louisiana Department of Transportation district contracts, removing debris in all FEMA-declared parishes across the state, while managing 36 additional local activations.

Since its inception, the DRC team has responded to major natural and man-made disasters occurring within the continental United States and its territories. DRC's personnel are trained, motivated, and available for immediate deployment in an emergency response. All assigned personnel will be available to the City as needed. Personnel are NIMS-certified and/or have specialized training in safety and asbestos management. They are equipped with utility vehicles; digital, handheld, multi-state, two-way radios; cellular communications; and handheld computers; as well as a DRC supervisor handbook including required reports and forms for successful disaster response and management. DRC personnel have the experience and/or training to respond **immediately** to disasters.

DRC employs more than 30 Regional and Project Managers. Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. In the event of a large-scale disaster, Regional Managers may be mobilized to support recovery efforts in any area of the country. Evan Fancher, the Regional Manager for the City of Plantation, is capable of responding to the needs of the City 24 hours a day, 7 days a week.

# 1. STAFFING LEVELS AT OFFICE LOCATIONS

DRC's headquarters are in New Orleans, LA, where more than 40 full-time staff are based. We have satellite offices across the country, including several in the State of Florida. If awarded, this project would be run from our office in Miami.

# 2. STAFF AVAILABLE FOR THIS PROPOSAL

Please see attached resumes of key staff who will be assigned to this contract, as well as our organizational chart.

# 3. EXPERIENCE AND QUALIFICATIONS

Please see attached resumes.

# 4. TASKS TO BE SUBCONTRACTED OUT

DRC plans to hire subcontractors to assist with emergency road clearance, cut and haul, and DDMS operations.

# KEY PERSONNEL ROLES

## *Field Organizational Chart*

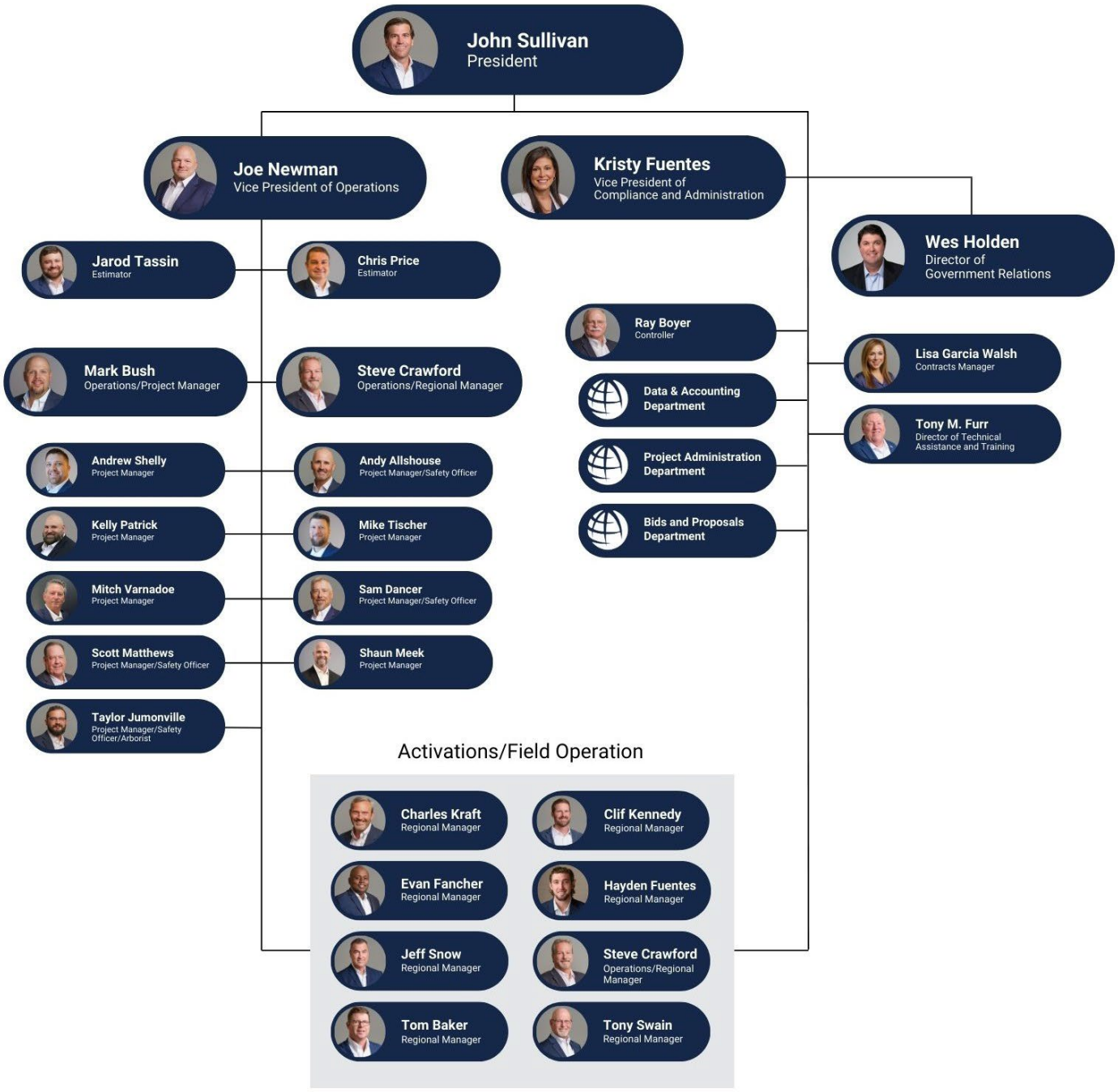

# **JOHN** SULLIVAN

## President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 26 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.



(888) 721-4372

Jsullivan@drcusa.com

111 Veterans Boulevard, Suite 1420 Metairie, LA 70005

## EDUCATION

**Texas A&M University –** College Station, Texas
Bachelor of Science - Construction Science

## WORK EXPERIENCE

**NYC Build It Back Program**, *New York, NY*
• Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

**New York City Rapid Repairs Program–** *New York, NY*
• Over 1,700 homes were repaired throughout the five boroughs of New York following Hurricane Sandy. All repairs were performed in a four-month period and included mechanical, electric, and plumbing.

**FEMA Galveston County Emergency Housing–**
Galveston County, TX
• Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

**USACE GIWW Willacy County Dredging–** Harlingen, TX
• Dredging of approximately 423,000 cubic yards of material in the Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

**Port of Harlingen Maintenance Dredging–** Harlingen, TX
• Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

## NOTABLE PROJECTS

**2022**
Hurricane Ian
**2021**
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
**2020**
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
**2019**
Hurricane Dorian, Tropical Storm Barry, Tropical Storm Imelda
**2018**
Hurricane Michael, Hurricane Florence
**2017**
Hurricane Maria, Hurricane Irma, Hurricane Harvey
**2016**
LA Severe Storms & Flooding
**2015**
Winter Storm Jonas, Houston, TX Flood

## PROMINENT CERTIFICATIONS

• Introduction to Incident Command System, ICS-100
• ICS for Single Resources and Initial Action Incident
• FEMA IS-100.b
• FEMA IS-200.b

## OTHER CERTIFICATIONS

• OSHA Safety Certification
• USACE Contractor Quality Mangement

# **KRISTY** FUENTES

## Vice President of Compliance and Administration

Kristy Fuentes, DRC's Vice President of Compliance and Administration, offers over 19 years of experience in disaster recovery projects, client expansion, and government relations. Throughout the years, Ms. Fuentes has been an essential element in the management of all of DRC's disaster relief projects. Some of these major hurricane projects include Hurricanes Ian, Ida, Michael, Florence, Irma, Harvey, Ike, Wilma, Katrina. Other major projects consist of the 2023 Hawaii Wildfires, Colorado Marshall Wildfires, 2021 Kentucky Tornadoes, California Wildfires, State of Washington Fire Cleanup, Texas Severe Winter Storms, Louisiana Severe Storms and Flooding, and the BP Oil Spill. Most recently, she managed 24 simultaneous activations in response to Hurricane Ian; this project involved the removal and disposal of a combined total of over 4,900,000 cubic yards of debris. Ms. Fuentes has been an instrumental asset to the company by acting as the designated liaison for clients and ensuring consistency and quality in performance while managing various projects.

Ms. Fuentes has implemented changes and improvements to the methods and procedures for contracts, licensing, and pre-qualification processes to guarantee contractor compliance with Federal and State regulations. Ms. Fuentes continues to aid clients across the United States in planning, program management, disaster response, demolition contracting, and regulatory compliance while maintaining a key administrative role for every disaster and project DRC performs. Ms. Fuentes' unique oversight and creativity in every role she has assumed has significantly improved DRC's ability to flourish in increasingly more demanding disaster recovery environments.



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Kfuentes@drcusa.com

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1420 Metairie, LA 70005

## EDUCATION

**University of New Orleans – New Orleans, LA**
Marketing – 1993
**Southeastern Lousiana University – Hammond, LA**
Marketing-1992-1993

## WORK EXPERIENCE

**DRC Emergency Services, LLC – New Orleans, LA**

**Chief Executive Compliance Officer,** October 2014 - Present
• Overall day-to-day responsibility for directing the DRC ES ethics, business conduct, and government contraction compliance programs ("Programs"). Ensure that all executives and employees have ethics training on an annual basis and that the code provides compliance guidance appropriate to the size and nature of DRC ES business.

**Vice President of Business Development,** 2013-Present
• Management of DRC's marketing, sales, and communications functions, providing client relations and assistance in planning, program management, disaster response, demolition, contracting, and regulatory compliance.

**Regional Manager,** 2005- 2013

## NOTABLE PROJECTS

**2021**
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
**2020**
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
**2019**
Hurricane Dorian, Tropical Storm Barry
**2018**
Hurricane Michael, Hurricane Florence
**2017**
Hurricane Maria, Hurricane Irma, Hurricane Harvey

## PROMINENT CERTIFICATIONS

• Hazardous Waste Operations & Emergency Response – Initial
• FEMA IS-100.b
• FEMA IS-632.a
• FEMA IS-633
• FEMA IS-634
• FEMA IS-700
• FEMA IS-702.a

## OTHER CERTIFICATIONS

*Can be provided upon request.*

# **JOE** NEWMAN

## Vice President of Operations

Mr. Newman has over 2 decades of experience overseeing large-scale construction and disaster-related debris management projects. As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman plays a key role in every major activation, providing operational oversite to measure progress, and adjusting processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation. Mr. Newman has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornados, Winter Storms, Fires, and Earthquakes with a cumulative contract value of over $1.5 billion. Mr. Newman is a strong leader whose organization, critical thinking, and communication skills are integral to the success of the team.



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1420 Metairie, LA 70005

## EDUCATION

**United States Army**
**Army Ranger** *1995-2000*

## WORK EXPERIENCE

**DRC Emergency Services, LLC – New Orleans, LA**

**Vice President of Operations** *March 2017 - Present*

**Program Manager** *2003 - March 2017*
- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization
- Qualify/safety and regulatory compliance

**United States Army**

**Army Ranger** *1995 - 2000*
- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School

## PROMINENT CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response – Initial

- FEMA IS-100.b
Introduction to Incident Command System, ICS-100

- FEMA IS-632.a
Introduction to Debris Operations

- FEMA IS-702.a
NIMS Public Information Systems

## OTHER CERTIFICATIONS

- FEMA IS-33.17 - FEMA IS-35.17 - FEMA IS-2900

## NOTABLE PROJECTS

**2021**
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
**2020**
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
**2019**
Tropical Storm Imelda, Hurricane Dorian, Tropical Storm Barry
**2018**
Hurricane Michael, Hurricane Florence
**2017**
Hurricane Maria, Hurricane Irma, Hurricane Harvey
**2016**
Hurricane Matthew, Louisiana Severe Storms and Flooding (DR-4277)
**2015**
Houston, TX Flood
**2011**
Tornado Outbreak
**2008**
Hurricane Gustav
**2007**
Missouri Ice Storm
**2006**
New York Ice Storm
**2005**
Hurricane Katrina, Hurricane Dennis

# **WES** HOLDEN

## Director Of Government Relations

As a co-founder and leader of multiple companies, including Thompson Consulting Services, Wes Holden is a subject matter expert with over 22 years of expertise driving innovation & advancement in the Disaster Recovery industry and managing FEMA programs. Mr. Holden is skilled in architecting innovative software to replace outdated management solutions for natural disasters & emergencies. Over his career, Mr. Holden was instrumental in securing over $4B in FEMA reimbursed funding, enabling clients to recover and rebuild in the aftermath of disasters. Having pioneered groundbreaking solutions in the Disaster Recovery industry, Mr. Holden brings incredible knowledge and experience to every project.




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## EDUCATION

**Florida State University –** Tallahassee, FL
Bachelor of Science in Management Information Systems

## WORK EXPERIENCE

**DRC Emergency Services, LLC –** New Orleans, LA
**Director of Government Relations,** *2024 – Present*

**Thompson Consulting Services-** Lake Mary, Florida
**Senior Vice President/ADMS Operations,** *2011 – 2023*

## TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB Net, C#, JavaScript, HTML, Visual Studio, Source Control
- QL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

## PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitifation Grant Program (404 and 406)

## NOTABLE PROJECTS

**2023**
New Mexico Wildfires/Flooding, Hurricane Idalia
**2022**
Hurricane Ian
**2021**
Hurricane Ida
**2020**
Hurricane Isaias, Hurricane Laura, Hurricane Sally, Hurricane Delta, Hurricane Zeta, California Wildfires, Midwest Derecho
**2019**
Hurricane Dorian
**2018**
Hurricane Michael
**2017**
Hurricane Harvey, Hurricane Irma, Hurricane Maria
**2016**
Hurricane Matthew, Louisiana Flooding
**2015**
South Carolina Severe Flooding
**2014**
Winter Storm Pax
**2012**
Hurricane Sandy, Hurricane Issac
**2011**
Tuscaloosa Tornadoes
**2008**
Hurricane Ike
**2005**
Hurricane Katrina, Hurricane Rita
**2004**
Hurricane Ivan, Hurricane Charley
**2002**
Typhoon Chataan

# **TONY** FURR

## Director of Technical Assistance and Training

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.



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Tfurr@drcusa.com

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## EDUCATION

**Mitchell Community College – Statesville, North Carolina**
*Technical or Occupational Certificate in Engineering– 2002*

**Stanley Community College– Albemarle, North Carolina**
*Technical or Occupational Certificate– 1980*

## WORK EXPERIENCE

**DRC Emergency Services, LLC – New Orleans, LA**

**Director of Technical Assistance & Training,** *2021 - Present*
• Provide ongoing education to DRC Personnel and Jurisdictions through training and workshops.
• Attend meetings with FEMA.
• Consult with Clients to help identify and suggest equipment, products,
or services they may need
• Perform a key role in project planning and identification of resources needed

**Department of Homeland Security-Federal Emergency Management Agency (FEMA)**
**Public Assistance Task Force Lead/Debris Task Force Lead,** *2016-2021*
• Regional Debris Subject Matter Expert (SME)
• Managed United States Army Corps of Engineers (USACE) mission assignment (MA) for Federal Operational Support (FOS) for a debris mission consisting of ten debris SMEs conducting field operations.
• Coordinate the Debris Task Force, which consists of state, federal, and local agencies, to promote an efficient and effective debris removal
mission consisting of an excess of 5,000,000 cubic yards of debris
across 26 Parishes.
• Liaison to the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for debris issues.

## NOTABLE PROJECTS

• Designed and implemented the Chambers County Audit Program (DR-1791-TX) as requested by the Office of Inspector General (OIG). Specific program elements included research and analysis of OIG findings, guidance to the seven-person FEMA/State Audit Team on the necessary steps and methodology of the audit process, interpretation of statutory regulation and policy, and communication and coordination between all stakeholders on the project progress and results.

• At the request of Senior Management, designed and developed the current Region 6, Debris Management Plan (DMP) templates to aid the Grantee / Subgrantees in the development of their own comprehensive DMP
• Serving as Region 6 Debris Subject Matter Expert (SME), reviewing all applicant submitted Debris Management Plans
• Performed technical review of the City of Dayton's (subgrantee) second appeal for FEMA HQ and provide White Paper technical analysis of programmatic compliance

## CERTIFICATIONS

ICS-100 • ICS-200 • FEMA IS-24 • FEMA IS-632.a • FEMA IS-634 • FEMA IS-800.b • FEMA IS-821 • FEMA IS-00022 • FEMA IS-00230 • FEMA IS-00317 • FEMA IS-00393.a • FEMA IS-00631 • FEMA IS-00632 • FEMA IS-00821 • FEMA IS-1812 • National Wildlife Coordinative Group Certifications L-381 and L-480 • E0193 Certified Appeal Analyst • Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris • Project Management (Certified Project Manager (CPM) URS Corporation

# **LISA** WALSH

## Contracts Manager

Prior to joining DRC, Ms. Walsh provided administrative assistance for emergency response projects involving FEMA protocol. Since joining DRC in 2010, she gained experience in data management operations following some of the largest debris generating natural disasters in recent history, and she became an integral part of DRC's data department. Ms. Walsh was responsible for overseeing data collection for state and federally-funded projects, helping to recover $1.9 billion in data collection since 2016. Ms. Walsh is very important to DRC's continued success in data.

Since 2013, Ms. Walsh has overseen all contracts for DRC as Contracts Manager. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence, managing the pre-events contracts database, and coordinating with new and existing clients in establishing pre-event contract awards, contract renewals, and contract extensions. Ms. Walsh has provided continuous administrative aid to DRC's management personnel on all major disasters since 2010 by assisting and maintaining close relationships with each jurisdiction to ensure that all documentation is received and sent in a timely manner.




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1420 Metairie, LA 70005


## EDUCATION

**Our Lady of Holy Cross College – New Orleans, LA**
Bachelor's Degree in Accounting – May 2015
**Nunez Community College – Chalmette, LA**
Associates Degree in Business Technology – 2010

## WORK EXPERIENCE

**DRC Emergency Services, LLC – New Orleans, LA**

**Contracts Manager** *November 2013 - Present*
• Maintain contractual records and documentation such as receipt and control of all contract correspondence.
• Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness and interpretation to support implementation.
• Responsible for applying, renewing, and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
• Responsible for Secretary of State annual filings and authorizations to do business

**Project Administrator,** *July 2010-November 2013*
• Provided administrative assistance to the Chief Operating Officer, Regional Manager, and several Project Managers for projects in Louisiana, including, but limited to:
  • MC52 BP Oil Spill Clean Up
  • St. Bernard Road Project
  • Orleans Parish Sheriff's Office
  • Hurricane Isaac Recovery – Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to the Mobile office)
• Project Administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, reviewing all packets for demolition paperwork before demolition, attending monthly meetings with the City of New Orleans and providing invoicing reconciliation
• Researched bids and RFPs throughout the United States

**Law Offices of Christian D. Chesson – New Orleans, Louisiana**
**Paralegal/Office Manager,** *September 2006-January 2009*
• Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
• Provided overall office management, including:
  • Client relations
  • Accounts payable/receivable
  • Administrative support to ten attorneys in the New Orleans office location
  •Liaison between the New Orleans office and the Lake Charles office locations

**Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California**
**Administrative Manager,** *October 2005-May 2006*
• Director of Human Resources for the Southeastern Branch of ACTI
• Administrative office manager duties included documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

## PROMINENT CERTIFICATIONS

• Hazardous Waste Operations & Emergency Response – Initial

## OTHER CERTIFICATIONS

Can be provided upon request.

# **LISA** WALSH

**Contracts Manager**

## NOTABLE PROJECTS

**2021**
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
**2020**
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
**2019**
Tropical Storm Imelda, Hurricane Dorian, Tropical Storm Barry
**2018**
Hurricane Michael, Hurricane Florence
**2017**
Hurricane Maria, Hurricane Irma, Hurricane Harvey
**2016**
Hurricane Matthew, Louisiana Severe Storms and Flooding (DR-4277)
**2015**
Winter Storm Jonas, Houston, TX Flood
**2014**
Winter Storm Pax
**2013**
Midwestern Tornado Outbreak
**2012**
Super Storm Sandy, Hurricane Issac
**2011**
Hurricane Irene
**2010**
BP Oil Spill
**2008**
Hurricane Gustav, Hurricane Ike
**2006**
Hurricane Wilma
**2005**
Hurricane Rita, Hurricane Ophelia, Hurricane Katrina, Hurricane Dennis

# **EVAN** FANCHER

## Regional Manager

Mr. Fancher comes to DRC with more than seven years of relevant experience, a dual Bachelor's Degree in Sociology and Political Science from the University of Alabama at Birmingham, and a Master's Degree in Applied American Politics and Public Policy from Florida State University. Mr. Fancher serves as Regional Manager for South Florida for DRC, and he is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region. Prior to working with DRC, he led several infrastructure projects for local governments throughout South Florida. He also has experience handling FEMA, and as such, he conducts training courses with local governments, helping them understand FEMA guidelines and best practices.

Mr. Fancher managed 24 simultaneous activations in response to Hurricane Ian; this project involved the removal and disposal of a combined total of over 4,900,000 cubic yards of debris, with a total contract value of $341,918,951.



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Efancher@drcusa.com

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## EDUCATION

**Florida State University –** Tallahassee, Florida
Master's in Applied American Policy and Politics - 2014

**University of Alabama at Hirmingham -** Birmingham, AL
Bachelor's Degree in Policial Science and Sociology - 2011

## WORK EXPERIENCE

**DRC Emergency Services, LLC**

**Regional Manager,** South Florida 2021–Present
• Specializing in client services, incident command and command center operations.
• Extensive knowledge of federal disaster and emergency response-related programs, policies and operations.
• Hands-on participation and incident command in response and recovery operations for numerous major disasters and emergencies.

## CERTIFICATIONS

FEMA IS-5.a • FEMA IS-10.a • FEMA IS-37.23 • FEMA IS-111.a • FEMA IS-235.c • FEMA IS-241.c • FEMA IS-242.c • FEMA IS-317.a • FEMA IS-325 • FEMA IS-559 • FEMA IS-632.a • FEMA IS-633 • FEMA IS-700.b • FEMA IS-800.d • FEMA IS-1001 • FEMA IS-1010

## NOTABLE PROJECTS

**2021**
Hurricane Ida

# **STEVE** CRAWFORD

## Operations / Regional Manager



(888) 721-4372

Scrawford@drcusa.com

111 Veterans Boulevard, Suite 1420 Metairie, LA 70005

Mr. Crawford joined DRC with 25 years of operational and sales experience in the Waste and Recycling Industry. Mr. Crawford is a Florida resident and has lived in the state since 1990. He previously worked in the organic recycling and compost industry in Florida, where he was responsible for municipal and federal contracting, operations management, disposal management, transportation, logistics, and commodity marketing. Mr. Crawford is a previous Board of Director Member and Chairman of the Sponsorship Committee for Recycle Florida Today, a nonprofit organization dedicated to recycling education and improvements throughout Florida. Mr. Crawford now works for DRC as an Operations Manager for the East United States and a Regional Manager for North Florida and Georgia. His duties as a Regional Manager consist of helping to secure pre-event contracts with jurisdictions, facilitating communication with clients to coordinate appropriate disaster planning before and after an event, identifying local sub-contractors and DMS sites, and assisting other Regional Managers with mobilization and response post-disaster when not in his region. As an Operations Manager, his duties consist of contributing operations information and recommendations for strategic plans and reviews, preparing and completing action plans, implementing production, productivity, quality, and customer service standards, resolving problems on the field, completing audits, identifying trends, analyzing and improving organizational processes and workflows, maintaining safe and healthy work environments by establishing, following, and enforcing standards and procedures, and complying with legal regulations.

In response to Hurricanes Ian and Ida, Mr. Crawford managed several jurisdictions in Florida, Georgia, and Louisiana, removing a total of 9.3 million cubic yards of debris. In response to Hurricane Ida, Mr. Crawford oversaw the removal of over 4.3 million cubic yards of debris. In response to Hurricanes Delta, Laura, and Sally, Mr. Crawford worked as the Operations manager in 4 jurisdictions in Louisiana; during this time, he helped operate 10 DMS sites and removed and disposed of a combined total of over 1.4 million cubic yards of debris throughout these areas.

## EDUCATION

**Mead Technical Institute,** *Meadville, PA -1990*

**Maplewood High School,** *Meadville, PA -1988*

## WORK EXPERIENCE

### DRC Emergency Services, LLC – Fernandina. Florida

**DRC Emergency Services, LLC – Fernandina. Florida**
**Operations Manager/Regional Manager Florida, *Apr 2018-Present***

• Overall day-to-day responsibility for managing all client customer needs, including contracts, maintenance, training, and planning for disaster events

### McGill Environmental Systems

**Senior Project Manager- Southeast US, Jul 2016-Apr 2018**

• Reported to the CEO, responsible for all sales and operational growth projects for multiple organic recycling facilities in the Southeast.
• Directly managed Florida startup operation in 2017, improving net profit by 36% and sales revenue by 900K.
• Account manager for a large municipal and commercial customer base within Florida.
• Strategic member of the company leadership team with involvement in major capital projects, facility improvements, and sales growth.

### Waste Pro USA

**Division Manager- Jacksonville, FL, June 2014–July 2016**

• Reporting to Regional Vice President and responsible for operations and safety of 115 employees, 75 vehicle fleet and 18 million in annual revenue. This included culture, training, improvement and all special projects.
• Directly responsible for all aspects of municipal contracting to include negotiating terms, public meeting presentations, implementation and operational execution.
• Accountable for growth & development of division revenue including success of staff, and management of sales staff development.
• Built rapport and interacted with internal and external customers, employees, businesses and municipal staff.
• Developed budgeting objectives for operations, shop and capital expenditures.

### Waste Management

**Strategic Business Director- Lombard, IL, Aug 2009– Jun 2014**

• Reporting to Segment Vice President responsible for all federal sales and contracting nationwide.
• Increased net revenue in federal sales by 10 million in 16 months.
• Increased renewal rate on federal contracts from 43% to 85% within six months.
• Developed processes and procedures for properly responding to RFP opportunities.
• Implemented a strategic sales strategy to capitalize on sustainability efforts within government.
• Grew sales team by 200%, managing sales goals, HR func… marketing and expenditures

# **STEVE** CRAWFORD

## Operations / Regional Manager

**District Manager- Florida, Oct 2001-Jan 2009**
• Reporting to the Market Area VP, responsible for managing all aspects of District recycling functions.
• Implemented a District-wide parts inventory system in 2002, eliminating shipping delays from parts suppliers.
• Managed high-profile contracts with Broward County, Orange County, City of Tampa, and Seminole County.
• Instrumental in creating trust relationships with Waste Management leadership throughout the District.
• Served as Team Leader on the Florida Growth Team, responsible for doubling Florida's EBIT in 20 months.
• Voted to the Board of Directors for Recycle Florida Today in 2006 and also served as Chairman of their sponsorship committee.
• Extensive hands-on experience with the municipal RFP process, ranging from direct bid procedures to complete contract negotiations.
• Achieved District-wide, one-year accident-free status in 2004/2005.

**Smurfit Stone Recycling**
**General Manager- Jacksonville, FL, Dec 1998-Oct 2001**
• Recognized by corporate for operating in 1999, 2000, and 2001 with zero recordable injuries.
• Reported to the Market Area Manager and was responsible for a 6000-ton per month facility with 45 employees.
• Directed the movement of 15,000 tons per month of brokerage OCC and High Grades.
• Received "Plant of the Year" award in 2000 for excellence in safety and profit.
• Increased export shipments from plant by 20% capturing the higher margins utilizing domestic homes for brokerage.
• Recaptured major high-grade suppliers using relationships and excellent service reputation.
• Managed P&L budget responsible for 25 million in annual revenue.

**Account Manager- Tampa, FL, May 1997-Dec 1998**
• Reporting to General Manager, responsible for securing and retaining all major accounts in excess of 500 tons per month.
• Recognized as 1998 Money Maker of the Year for the development of non-fiber tonnage with new suppliers and ten-year contract extensions with two high-margin customers.
• Served the lead role in the sale of non-performing facilities in Florida and received corporate acknowledgment for professionalism and thoroughness during this project.
• Responsible for the sale of two customer-recycling systems in excess of $100,000 each.

**General Manager- Memphis, TN, Mar 1996-May 1997**
• Reported to Market Area Manager, responsible for a 4,000-ton-per-month facility with 30 employees.
• Directed the movement of 9,000 tons per month of brokerage OCC and High Grades.

**Continued-**
• Created partnerships with local safety organizations to host health fairs, conduct disaster training, and improve safety training.
• Increased monthly EBIT by 90,000 dollars in 12 months by improving operating efficiencies and reducing maintenance downtime.
• Managed the renegotiation of a poor union contract, improving the company's position.
• P&L and budget responsibility for 15 million in annual revenue.
• Negotiated exclusive supply contracts with two Nike Distribution centers for 1,500 tons per month.

## PROMINENT CERTIFICATIONS

• Louisiana Solid Waste Workshop Certificate

## OTHER CERTIFICATIONS

• FEMA IS-5.a • FEMA IS-8.a • FEMA IS-11.a • FEMA IS-15.b • FEMA IS-15.a • FEMA-1010 • FEMA-1001 • FEMA-800.d • FEMA-700.b • FEMA-633 • FEMA-632.a • FEMA-559 • FEMA-325 • FEMA-317.a • FEMA-242.c • FEMA-241.c • FEMA-235.c • FEMA-10.a • FEMA-100.c • FEMA-111.a • FEMA-200.c

## NOTABLE PROJECTS

**2020**
Hurricane Delta, Hurricane Sally, Hurricane Laura
**2019**
Hurricane Dorian
**2018**
Hurricane Michael, Hurricane Florence
**2017**
Hurricane Irma

# **CHARLES** KRAFT

## Regional Manager

Mr. Kraft has been working with DRC for 2 decades and has more than a decade of storm experience assisting with clean-up following several hurricanes, ice storms, and tornadoes. As Regional Manager for Alabama, his duties include assisting with securing pre-event contracts with jurisdictions, facilitating communication with clients to coordinate appropriate disaster planning before and after an event, identifying local sub-contractors and DMS sites, and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Kraft worked for several jurisdictions in Alabama following Hurricanes Sally and Zeta, managing the removal and disposal of over 1 million cubic yards of debris. In response to Hurricane Ida in Louisiana, he oversaw the removal and disposal of over 3 million cubic yards of debris.

Additionally, Mr. Kraft was instrumental in the design and implementation of DRC's Project Manager's Toolbox, an automated system which provides seamless real time information exchange between office and field no matter the size and scale of the project(s). The toolbox replaces paper and endless emails with a secure database that utilizes Microsoft Multifactor authentication (MFA) and HIPAA compliant digital signatures.




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## EDUCATION

**University of South Alabama –** Mobile, Alabama
Business

## WORK EXPERIENCE

**DRC Emergency Services, LLC**

**Regional Manager,** Alabama 2012–Present
• Specializing in client services, incident command and command center operations.
• Extensive knowledge of federal disaster and emergency response-related programs, policies and operations.
• Hands-on participation and incident command in response and recovery operations for numerous major disasters and emergencies.

**Project Manager**
• Managed all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite.

**Consultant -** 2003

## PROMINENT CERTIFICATIONS

• FEMA IS-100.c
• FEMA IS-200.c
• FEMA IS-632.a
• FEMA IS-700.b
• FEMA IS-702.a
• Introduction to Incident Command System, ICS-100
• ICS for Single Resources and Initial Action Incident, ICS-200
• Introduction to Debris Operations
• National Incident Management System (NIMS) An Introduction.
• IMS Public Information Systems

## CERTIFICATIONS

FEMA IS-5.a • FEMA IS-10.a • FEMA IS-33.17 • FEMA IS-35.17 • FEMA IS-37.24 • FEMA IS-111.a • FEMA IS-235.c • FEMA IS-241.c • FEMA IS-242.c • FEMA IS-315.a • FEMA IS-317.a • FEMA IS-324.a • FEMA IS-325 FEMA IS-559 • FEMA IS-633 • FEMA IS-634 • FEMA IS-800.d • FEMA IS-1001 • FEMA IS-1010 • FEMA IS-2900

## NOTABLE PROJECTS

**2021**
Hurricane Ida, Alabama Tornadoes
**2020**
Hurricane Zeta, Hurricane Sally
**2019**
Hurricane Dorian, Tropical Storm Barry
**2018**
Hurricane Michael, Hurricane Florence
**2017**
Hurricane Harvey
**2016**
Louisiana Severe Storms and Flooding (DR-4277), Winter Storm Jonas
**2015**
Houston, TX Floods
**2014**
Winter Storm Pax
**2013**
Midwestern Tornado Outbreak
**2012**
Super Storm Sandy, Hurricane Isaac
**2011**
Hurricane Irene
**2010**
BP Oil Spill
**2008**
Hurricane Ike, Hurricane Gustav
**2006**
Hurricane Wilma
**2005**
Hurricane Rita, Hurricane Ophelia, Hurricane Katrina

# **ANDY** ALLSHOUSE

## Project Manager

Mr. Allshouse has seven years of relevant work experience and a Bachelor of Science Degree in Community Health Education from Western Michigan University. Prior to working with DRC, Mr. Allshouse worked with DRC's sister company, SLSCO, a fellow disaster response company. Mr. Allshouse currently resides in New Port Richey, Florida. As a Project Manager for DRC, his responsibilities include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Allshouse facilitated the removal and disposal of a combined total of over 3.8 million cubic yards of debris in response to Hurricanes Ian, Ida, and Idalia, resulting in a cumulative contract value of $55 million dollars.




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## EDUCATION

**Western Michigan University**
Bachelor of Science in Community Health Education

## WORK EXPERIENCE

**DRC Emergency Services, LLC**
**Project Manager, 2019 - Present**
• Manage all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite.

**Any Car USA**
**Sales/Finance Manager & Inventory Manager, 2013 - 2019**
• Established and managed relationships with banks and lenders.
• Maximized dealer profits through knowledge of lender rates.
• Secured and sold retail and lease contracts, including service programs and insurance.
• Processed and funded contracts, tracked collections, and resolved finance issues.
• Managed and maintained sales and marketing campaigns across various vehicle internet marketplaces.

**A2 Mobile Gaming of Clearwater (DBA Games 2U)**
**Owner/President, 2007 - 2012**
• Secured service contracts across various institutions, including schools, churches, and businesses.
• Developed effective marketing tools and managed relationships with event planners and fundraising organizations.

## NOTABLE PROJECTS

**2021**
Hurricane Ida
**2020**
COVID-19 FDEM Logistics & Distribution Project
**2018**
Red Tide Fish Kill Removal
**2017**
Rebuild Florida Hurricane Irma Housing Program

## CERTIFICATIONS

FEMA IS-5.a • FEMA IS-10.a • FEMA IS-37.23 • • FEMA IS-324 • FEMA IS-100.c • FEMA IS-111.a • FEMA IS-200.c • FEMA IS-235.c • FEMA IS-241.c • FEMA IS-242.c • FEMA IS-317.a • FEMA IS-324.a • FEMA IS-325 • FEMA IS-559 • FEMA IS-632.a • FEMA IS-633 • FEMA IS-700b • FEMA IS-800d • FEMA IS-1001 • FEMA IS-1010 • 40-hr EM 385-1-1 Construction Safety Hazard Awareness for Contractors 2024 • Asbestos Abatement Training Certificate • ATSSA Traffic Control Technician • FDOT Temporary Traffic Control Certificate • Hazwoper

# **SCOTT** MATTHEWS

## Project Manager

Mr. Matthews has over three decades of relevant work experience as a Project Supervisor and Manager. He has a proven track record of coordinating and planning for complex contracts, including developing project milestones. His duties as a Project Manager consist of on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

In his first year with DRC, Mr. Matthews managed the removal of over 3,000,000 cubic yards of debris across four Louisiana jurisdictions in response to Hurricane Ida. In response to Hurricane Ian, he worked closely with the Florida Department of Transportation, the Florida Department of Environmental Protection, and several Florida jurisdictions while aiding in the management of over 2,600,000 cubic yards of debris.



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## EDUCATION

**Ocean County College,** Toms River, NJ
Some college
**Point Pleasant Borough High School,** Point Pleasant Beach, NJ

## NOTABLE PROJECTS

**2022**
Hurricane Ian
**2021**
Hurricane Ida

## WORK EXPERIENCE

**DRC Emergency Services, LLC**
**Project Manager, 2021 - Present**
• Managed all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite.

**Wheelabrator South Broward**
**Supervisor, 1991 - 2021**
• Established and enforced clear goals to keep employees working collaboratively.
• Provided ongoing training to address staff needs.
• Identified and corrected performance and issues to reduce impact to business operations.
• Maintained operating schedules to provide effective coverage for key areas and achieve objectives.

**Princess Carpentry**
**Carpenter, 1986 - 1990**
· Installed building structures such as windows, trim and cabinetry while meeting job deadlines.

## CERTIFICATIONS

FDOT MOT ADVANCED COURSE

**All Florida Tree and Landscape Service, Inc.** is a licensed, insured and bonded company. We are dedicated in providing professional quality arbor services. Staffed with two ISA Certified Arborists and with our highly skilled employees, we are capable of handling most of all tree vegetation needs. Additionally, our climbers have Broward County Certificates in Tree Trimming both basic and advanced.

We are equipped with bucket trucks, chippers, chip trucks, grapple trucks, barges, skiffs, custom equipment and numerous other support vehicles to handle any type of tree work, exotic vegetation removal, land and waterway clearing, fertilization/herbicide and stump grinding. In addition, we are also available for consultation and evaluation of unique tree problems.

All Florida Tree & Landscape has an operational plan that allows us to complete projects in an efficient amount of time while utilizing our professionalism and safe practices. All Florida Tree & Landscape, Inc., was incorporated on April 28, 2003.

1760 N Jog Rd, - West Palm Beach, Florida 33411
Telephone: (954) 753-6292 - Facsimile: (954) 509-9049 – Office 561-459-1552

**Current Government Contracts:**

**Client:** **City of Weston**
**Address:** 17200 Royal Palm Boulevard, Weston, Florida 3326
**Contact:** **Thad Bielecki**, Director of Landscaping (954) 389-4321
**Project Title:** 2015 – Present – Arboriculture

- Providing all labor, materials and equipment necessary to perform maintenance work on public right of way trees within the City of Weston. Tree Pruning, tree removal, stump grinding utilizing hand and power pruning tools, aerial lifts, chipping, and stump grinding equipment. Extensive MOT work on right of way with MOT advanced exfiltration.

**Client:** **Palm Beach County**
**Adress:** 8100 Forest Hill Blvd, West Palm Beach, FL 33415
**Contact:** **Mike Rawls,** Landscape Architect (561) 801-2349 Cell
**Project Title:** **2008 – Present**
Tree trimming and pruning services on an "as needed" basis for various Palm Beach County locations. The geographic area of coverage is all of Palm Beach County. This contract was renewed again on September 1, 2009.

**Mount's Botanical Garden**
559 North Military Trail - West Palm Beach, FL 33415
Matt Boyson, Horticultural Supervisor 561-339-3255 Cell
Tree trimming and maintenance of historical and specialized trees
2009 – present.

**Morikami Museum & Japanese Gardens**
4000 Morikami Park Road, Delray Beach, FL
**Heather Gryzbeck**, Resource Development Supervisor 561-495-0258/561-233-1343
Tree Trimming and maintenance of specialized trees

Client: **City of Fort Lauderdale**
Address: 1350 West Broward Blvd – Fort Lauderdale, FL 33301
Contact: Mark Covington, Parks Foreman (954) 828 – 5788/(954)804-4011 Cell
Project Title: 2008 – Present, Arboriculture Services (Currently using Weston Contract)

- Tree trimming of all public trees throughout the City of Fort Lauderdalde which includes ROW on roadways and parks. Roadway were medians on Federal Highway from NE 62 Street to State Rd 84.

**Client:** **Lauderdale By The Sea**
Address: 4501 Ocean Drive - Lauderdale By The Sea, FL
Contact: Don Prince, Municipal Services Director- 954 776-5119 Office
Project Title: 2011 – Present, Tree Trimming
Maintenance of all city and town trees in Right of Way, parks on streets, Provide MOT as needed.

Client: City of Greenacres, FL
Address: 5800 Melaluca Lane, Greenacres, FL
Contact: Wade Neilson, Roads & Drainage Supervisor 561-642-2185
Project Title: 2014 – Present – Prime Contractor, tree trimming and maintenance
Prune all trees in medians on State roads in City which include Lake Work Road, 10th Avenue North and Jog Road

## NON-GOVERNMENT REFERENCES

**Client:** **Bonnet House**
**Address**: 900 N. Birch Road, Fort Lauderdale, FL 33304
**Contact**: **Patrick Shavloske**, CEO (954) 563-5393 Office
**Nicolle Maudin** – Operations (954) 563-5393
**Project Title**: 2008 – Present Maintenance of historical trees

**Client:** **Montgomery Botanical Center**
**Address:** 11901 Old Cutler Road Miami, FL 33156
**Contact:** **Lee Anderson,** Superintendent (305) 667-3800
**Project Title:** Emergency tree work after Hurricane Irma 2017 – 2018

**Client:** **The Biltmore Hotel**
**Address:** 1200 Anatasia Avemue, Coral Gables, FL
**Contact:** **Bob Conan,** Director of Golf (305) 979-3064
**Project Title:** **2017 – 2018** Hurricane Irma debris cleanup – cleared fallen trees and debris, removed hangers and hazardous trees. 2018 Golf Course Restoration Project

**Client:** **Palm Beach Zoo & Conservation Society**
**Address:** 1301 Summit Blvd, West Palm Beach, FL
**Contact:** **Jason Witmer, Facilities Manager (561) 547 – 9453**
**Project Title:** **2014 – Present** Maintenance of all trees on site including historical trees

**Client:** **Lost Tree Golf & Country Club**
**Address:** 11520 Lost Tree Way, North Palm Beach, FL
**Contact:** **Chuck Schaming** 561 719-6107 Cell
**Project Title:** **2009 – Present Golf Course Superintendent**
Tree Trimming, Pruning and Removals

**Client:** **Jupiter Island Club**
**Address:** 1 Estrada Rd, Hobe Sound, FL 33455
**Contact:** **Donovan Haluck** (772) 263 – 2566
**Project Title:** Tree Trimming, Pruning and Removals

## HURRICANE DEBRIS REMOVAL REFERENCES

**2018 – Hurricane Michael**

Barreled into the Florida Panhandle in October and was a Category 5 storm when it hit the coast
St. Joe Properties and secured Naval Base, Right of Way
Managed over 25 subcontractors including 20 crews of our own. Removal of trees, hauling of hazardous trees and debris.

**Client**: **City of Miami Springs**
**Address**: 345 North Royal Poinciana Blvd, Miami Springs, FL
**Contac**t: **Thomas Nash**, Director of Public Works (305) 805-5170
**Project Title**: **2017 – 2018** First push after landfall of Hurricane Irma and continued clean up of debris throughout City

**Client**: **South Florida Water Management District**
**Address**: 3301 Gun Club Road (Main Headquarters) West Palm Beach, FL
**Contact**: **Craig Nyhuis**, Supervisor Facilities Unit – Office (561) 682-6472 cell (772) 486 – 3041
**Project Title**: **October 2017** - Post Hurricane Irma, debris hauling, remove hangers and hazardous trees at SFWMD main headquarters and Day Care Facilities.

**2017 – Hurrican Irma –** City of Miami Springs, Bonnet House, Mounts Botanical, Palm Beach Zoo and Montgomery Botanical – Cut and removed debris and re-set trees that survived.

**Client**: **City of Miami Springs**
**Address:** 345 North Royal Poinciana Blvd, Miami Springs, FL
**Contact**: **2017 -2018** First push after landfall of Hurricane Irma and continued clean up of debris throughout City

**Client**: **South Florida Water Management District**
**Address**: 3301 Gun Club Road (Main Headquarters) West Palm Beach, FL
**Contact**: **Craig Nyhuis**, Supervisor Facilities Unit – office 561-682-6472 cell 772-486-3041
**Project Title**: **Post Hurricane Irma October 2017** – debris hauling, remove hangers and hazardous trees at SFWMD main headquarters and Day Care Facilities.

**2016 - Hurricane Mathew**
Hilton Head South Carolina – removal of large trees and clean up of private golf courses. 1st push for the Town of Jupiter and City of Stuart, FL, Edgewater

**2012 - Hurricane Sandy**
Massive sand removal off of Federal Road A1A for the City of Fort Lauderdale under the supervision of Crowder Gulf

**2005 Hurricanes Katrina, Rita and Wilma**
Managed to 40 subcontractors including 20 crews of our own.
City of Fort Lauderdale, Key Biscayne, Wellington and all of our present clients.
Removal and hauling of hazardous trees and debris

- Stump grinding
- Mulch hauling
- Waterway clearing
- HOA's
- Golf Courses (public & private)
- Residential

**2004 Hurricanes Francis, Jean and Charlie**
City of Fort Lauderdale, Wilton Manors and Pompano Beach: Related Clean up from Port Saint Lucie through Key Biscayne, Arcadia, Sanibel Island and Port Charlotte:

- Removal and hauling of hazardous trees
- Stump grinding
- Mulch hauling
- Waterway clearing
- HOA's
- Golf Courses (public and private

**2003 Hurricane Isabella**
Hampton and Williamsburg, Virginia

- Removal and hauling of hazardous trees
- Log hauling
- Disaster Relief
- Debris Clean Up
- Right of Way clearing

South Florida Water Management: Collier County 3 canal projects -2006 and 2007
Contact: Stephen Ladd 239/597-1505 Ext 7611

South Florida Water Management: Dade/Broward County tree and debris removal including waterways – Canals included C7, C10, C13, C14 and C42 completed 2006 Contact: Craig Van Auken 954/452-4814

**Crowder Gulf**: Subcontracted for 2003, 2004 and 2005 hurricane seasons as listed above. Contact: Ashley Ramsay, Owner 251 379-5897

**Robert Hunter Fuzzell**
320 Long Ct. Mobile, AL 36608
404-936-4833
HFuzzell@rpfes.net

**Bachelor of Science, Finance,** August 1999
Auburn University Auburn, Alabama

**Masters of Business Administration,** December 2000
Specialization: Information Systems
Auburn University Auburn, Alabama

**Masters of Engineering – Construction Management**
University of Alabama at Birmingham 2013

## SUMMARY OF QUALIFICATIONS

- Comfortable in working in high stress disaster situations, both international and domestic
- Founded and grew RPF Emergency Services to revenues in excess of $90M annually in less than 36 months
- Ability to completely turnkey the management and operations of all types of disaster recovery projects including: municipal ROW, DOT, demolitions, marine debris, body recovery, ROE, PPDR, grinding, tree trimming and rapid recovery housing
- Serves as Qualifier for over 30 contractor's licenses in 12 states.
- Program manage individual projects in excess of $45,000,000

## PROFESSIONAL EXPERIENCE

**Founder and Owner,** January 2015 to Present
RPF Emergency Services, LLC
Mobile, AL

- 2015 – RPF is founded and subcontracts over $10m in FEMA reimbursable projects
- 2016 – as subcontractor to multiple prime contractors, RPF turn-keyed 18 multiple projects, managing the hauling and reduction of over 3.5 million cubic yards of debris, totaling over $26m in FEMA reimbursements
- 2017 - As a subcontractor to DRC Emergency Services, managed the hauling and reduction of over 5 million cubic yards of debris, totaling over $70m in FEMA reimbursements
- 2018 – As a subcontractor to multiple prime contractors, managed the hauling and reduction of over 6 million yards of debris, totaling over $95m in FEMA reimbursement. RPF trimmed over 100,000 trees and restored over 1200 homes as part of the FEMA PREPS program in Puerto Rico.
- 2019 – Without a direct hurricane, RPF still generated over $60m in revenue by diversifying its business and focusing on utility work in CA and waterway projects in the Southeast.

**Director of Business Development,** November 2014 to January 2015
TFR Enterprises, LLC
Leander, TX

- Responsible for all bidding and sales programs
- Grew preposition contract base from 47 contracts to 78 contracts in 13 months
- Served as Operations Manager for multiple projects, including the devastating floods in Hays County and Wimberly TX in May of 2015.

**Vice President – Regional Manager,** January 2-2013 to October 2014
DRC Emergency Services, LLC
Mobile, Alabama

- Serves as Regional Manager for the Northern Gulf Coast and US West Coast
- Act as Program Manager for major projects
- Coordinate the response to major RFPs
- Become the Qualifying Party for over 30 different contractor licenses, across 13 states, including: Heavy Construction, Building Construction, Hazardous Materials, and Demolition

**Director of Operations,** August 2005- January 2013 (acquired by DRC)
Cahaba Disaster Recovery, LLC
Mobile, Alabama

- Identify, estimate, and bid strategically determined proposal opportunities
- Act as Program Manager for major projects
- Serve as contact for critical clientele
- Work with Controller to identify and implement corporate cost saves
- Design lead for industry standard proprietary data management system

**Director of Revenue Analysis,** January 2004 - August 2005
**Financial Manager of Program Management Office**
February 2003 – January 2004
Nova Information Systems
Atlanta, GA

- Responsible working with Senior Management in the development of annual budgets, in excess of $150M
- Prepared month end revenue presentations for Senior Management
- Analyzed month to month, quarter to quarter, and year over year financials on a monthly basis
- Partnered with upper management to identify potential project cost saves or overruns

**Analyst, Financial Services Stream** January 2001 – December 2002
Accenture
Atlanta, GA

- Responsible for detailed scheduling on implementations of over 1000 items
- Tasked with tracking budgets and suggesting cost saves across multiple project

References available upon request.

# EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains **one of the industry's largest networks of pre-screened and fully qualified subcontractors**, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

DRC has access to more than 2,000 firms through our prequalified supplier database, including more than 1,200 Small Business Enterprises (SBE). Many are also designated as Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Small Disadvantaged Business (SDB), HUB Zone Business, 8(a) Business Development Program, and/or Veteran-Owned Small Business (VOSB), including Service-Disabled Veteran-Owned Small Business (SDVOSB) contractors.

This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business. Interested businesses may apply to be added to DRC's subcontractor list at any time by filling out the application form on our website, drcusa.com, or by calling (888) 721-4DRC.

## *Proposed Subcontractors*

DRC has teamed with **RPF Emergency Services, LLC** and **All Florida Tree and Landscape Service**. These partnerships augment our resources and ability to quickly respond to any contingency that disrupts the City of Plantation. This alliance provides vital local knowledge and allows DRC to establish relationships with other local civil contractors. Please see above for more information about these companies.

## *Outreach and Training*

The use of local resources is vitally important to a successful disaster recovery operation. We pride ourselves in facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.




Upon receipt of Notice of Award, DRC will schedule an informational and technical assistance workshop for potential vendors and businesses. The workshop will provide all interested local businesses with information about the overall scope of work and opportunities for contracting and partnership with DRC. Our highly qualified and experienced staff will also provide hands-on technical assistance and training in all relevant aspects of the debris removal and management process, so that local subcontractors are ready to partner with DRC in providing superior services to the City of Plantation.

The Regional Manager will recruit local subcontractors and small and diverse business enterprises by utilizing DRC's subcontractor database, as well as the following resources:

- Government databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach

## *Standards and Oversight*

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained, and all personnel certifications and safety courses will be on file and renewed or updated as needed.



## *Prompt Payment of Subcontractors*

For a typical event, subcontractors are paid every Friday, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.

Subcontractor Payable Chart

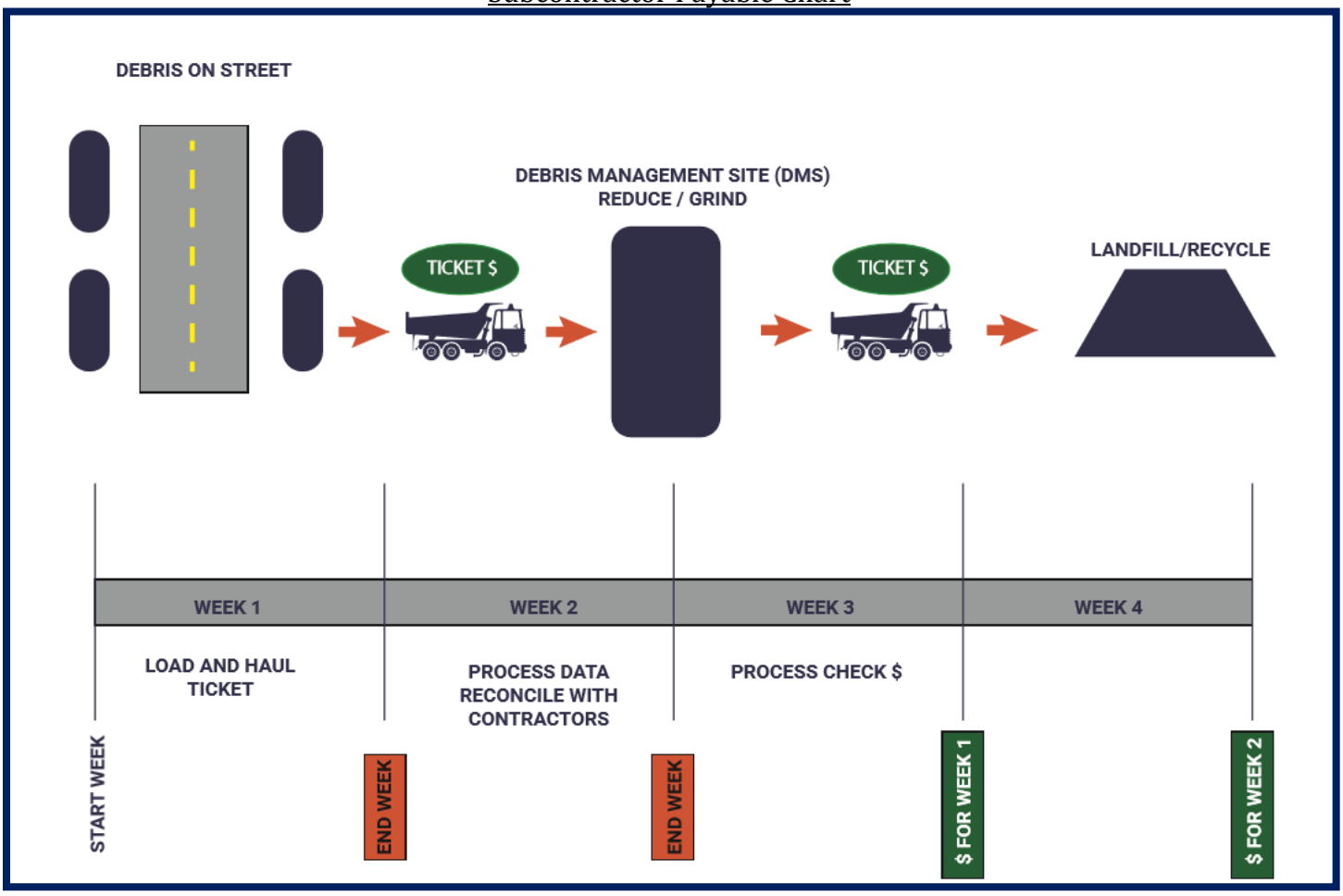


***"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the 'on the ground' presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."***

– Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services

# AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY

DRC is an equal opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for employees with disabilities. DRC's President has issued the following policy:

***DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe workforce diversity may provide a significant market advantage.***

***It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.***

***Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.***



## *Letters of Recommendation*

St. Bernard Parish Government
8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4227 Fax (504) 278-4330
www.sbpg.net

**Guy McInnis**
*Parish President*

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005
March 24, 2023

Re: Letter of Recommendation

To Whom It May Concern,

Please let this serve as a letter of recommendation for DRC Emergency Services, LLC. For the past eight years, St. Bernard Parish Government (SBPG) has worked hand in hand with the DRC team through various challenges - including hurricanes and tornadoes. We have continuously received excellent service throughout these events, as well as normal operations. DRC has proven to be a reliable partner with an inherent understanding of our mission "to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens." Many of DRC's personnel grew up in St. Bernard Parish and still reside in our community. For them, our mission isn't just close to home – it is home.

Over the past four years, we have activated our contract with DRC four times in the wake of Hurricane Zeta, Hurricane Ida, and two tornadoes. Each time, DRC was highly responsive and mobilized equipment and personnel immediately following these disaster events. DRC's ability to efficiently and effectively problem solve under pressure is unparalleled. Additionally, DRC's management personnel were in constant contact, keeping SBPG officials informed and up to date on the project underway. No matter the day or time, when we called, DRC answered.

Not only did DRC Emergency Services deliver on all of their contractual agreements, they also honored verbal commitments that were made to assist SBPG in delivering the highest quality service to our residents.

I would strongly consider choosing DRC Emergency Services as your disaster response contractor. Their professionalism, integrity, accountability, work ethic, and responsiveness are second to none. We've experienced excellence from DRC for the services rendered to St. Bernard. If you have any questions, please feel free to reach out.

Sincerely,

Ronald J. Alonzo, Jr.

# ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL
PARISH PRESIDENT

JENNIFER CRISP
EXECUTIVE ASSISTANT

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

March 23, 2023

Dear Sir/Madam,

It is my pleasure to recommend DRC Emergency Services, LLC as a disaster response contractor. As the Parish President, I had the privilege of working with DRC on multiple occasions. When Hurricane Ida, a Category 4 storm, made landfall in Southeast Louisiana, DRC was already in the process of procuring and staging assets to aid in our recovery efforts.

DRC worked closely with Parish personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. They provided ROW debris removal, waterway debris removal, and logistics services simultaneously, which helped immensely during this difficult time. Moreover, DRC provided essential items such as pallets of water, toiletries, restroom/showers, fuel, and a 100-person emergency shelter which housed National Guard and St. Charles Parish employees. Through their logistic services, DRC gave hope to the community during a time of great need.

Over the past decade, St. Charles Parish has had the opportunity to work with DRC Emergency Services on multiple emergencies, including major hurricanes, a tornado, and a devastating flood from torrential rainfall. DRC has removed and disposed of over 1,443,000 cubic yards of debris in St. Charles Parish, demonstrating their commitment to serving the community. Through all of this, DRC has demonstrated their integrity and resilience in the face of disaster.

Based on my experience, I wholeheartedly endorse DRC Emergency Services, LLC as a disaster response contractor. Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance.

Sincerely,

Matthew L. Jewell
Parish President
St. Charles Parish

P.O. Box 302 • Hahnville, Louisiana 70057 • Phone: (985) 783-5000 • www.stcharlesparish.gov

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097

GORDON E. DOVE
PARISH PRESIDENT

(985) 873-6401
FAX: (985) 873-6409
E-MAIL: gdove@tpcg.org

March 27, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern:

On behalf of Terrebonne Parish Consolidated Government, it is our pleasure to take this opportunity to commend DRC Emergency Services, LLC for their outstanding performance in response to Hurricane Ida.

On August 29, 2021, the destructive Category 4 Hurricane Ida made landfall in Southeast Louisiana devastating the community of Terrebonne Parish. Despite that many of DRC's personnel are Louisiana natives who were also affected by the storm, DRC sprang into action and began working immediately. DRC's team assessed the damage and made a plan that proved to be both safe and efficient. Having worked with DRC for over a decade, they utilized push routes, collection grids, and debris reduction/disposal sites that were previously established and successfully used in response to prior disaster events. To date, DRC has removed and disposed of over 3,500,000 cubic yards of debris in response to Hurricane Ida.

Having DRC on standby, we have come to expect the best. DRC's services are comprehensive. DRC has provided land-based debris removal, waterway debris removal, demolition, and logistic services to Terrebonne Parish. Additionally, DRC's attention to detail in the wake of tragedy is unmatched. Terrebonne Parish has called on DRC 6 times over the past 13 years and every time we are reminded why we choose them as our disaster response contractor.

We highly recommend DRC Emergency Services as a debris removal contractor. I am confident they provide the same level of excellence we have experienced to all the communities they serve.

Respectfully submitted,

Gordon E. Dove
Parish President

Cc: Earl Eues, Office of Emergency Preparedness

HORSHAM TOWNSHIP

WWW.HORSHAM.ORG

COUNCIL
MARK McCOUCH, PRESIDENT
W. WILLIAM WHITESIDE, III,
VICE PRESIDENT
THERESA HARMON
GREGORY S. NESBITT, Esq
SEAN WADE

1025 HORSHAM ROAD

HORSHAM, PA 19044
215-643-3131 PHONE
215-643-0448 FAX

WILLIAM T. GILDEA-WALKER
TOWNSHIP MANAGER

DENNIS P. HAGGERTY JR
DIRECTOR OF ADMINISTRATION

March 8, 2022

DRC
110 Veterans Memorial Boulevard
Suite 515
Metairie, LA 70005

Dear Mr. Mehl,

On behalf of Horsham Township and Township Council, I would like to take this opportunity to thank you and your staff for the great work that DRC performed in Horsham Township after Hurricane IDA's destructive path made its way thought our community. In Horsham's history, never has a tornado touched down in our area, we were extremely appreciative of your prior experiences and the direction you provided to help organize such an enormous recovery.

Your dedication to our community was demonstrated when you listened to our recommendation to allow for local resources to be used. By establishing such procedures our efforts were more efficient and persistent during initial clean up. As quickly as the months have passed, we still see evidence of Hurricane IDA's devastation and hear from people still affected by its destruction, however we know that we are much better off having had your assistance during this life changing event. You executed a safe and effective debris removal program and responded to many different situations throughout the emergency.

I would like to give credit toward your preparedness, your personnel, and the equipment that delivered without incident. I hope that you know how much we appreciated what you did during such a chaotic time. Please accept our gratitude on behalf of myself, Horsham Township and Township Council. Again, thank you very much for the time, energy and resources that DRC contributed to our community.

Sincerely,

Dennis P. Haggerty Jr.
Horsham Township
Director of Administration

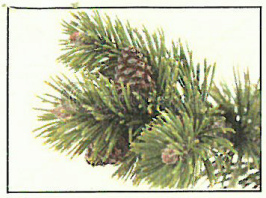

# WINN PARISH POLICE JURY

P.O. Drawer 951, WINNFIELD, LOUISIANA 71483-0951
Phone (318) 628-5824 Fax (318) 628-7336
E-Mail: pj1admin@wppj.net
www.winnparishpolicejury.com

**Joshua McAllister**
President

**Karen Tyler**
Secretary-Treasurer

**Kirk Miles**
Vice-President

**District One**
Phillip Evans

**District Two**
Deionne Carpenter

**District Three**
Joshua McAllister

**District Four**
Tammy Griffin

**District Five**
Kirk Miles

**District Six**
Author Robinson

**District Seven**
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern;

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

The Winn Parish Police Jury contracted with DRC in the amount of $2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

HOME OF THE LOUISIANA FOREST FESTIVAL

concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,

Joshua McAllister
President
Winn Parish Police Jury

JM/kt

Olen Bean
Emergency Management Coordinator

Clif Kennedy
**DRC Emergency Services**
P: 504.482.2848 M: 713-715-8772
E: ckennedy@drcusa.com W: www.drcusa.com

DRC Emergency Services had contracted with Newton County for pre-disaster debris pickup before Hurricane Laura made landfall in Louisiana. Clif Kennedy and DRC representatives were on scene quickly to assess the damage and estimate how many yards of debris would need to be picked up. Newton County began the process of identifying TDMS locations throughout the County with DRC help. Newton County also discussed using local subcontractors, if possible, which DRC agreed to. Newton County debris was picked up by TXDOT contractor saving the county the 25% match for FEMA reimbursement. Even though Newton County did not activate their contract with DRC, communications between DRC and Newton County continued as debris was picked up. There was no disagreement with the contract, logic was to save Newton County millions of dollars for debris pickup. Newton County fully recommends DRC for disaster services.

Olen Bean
Newton County EMC

July 25, 2018

To Whom It May Concern,

On behalf of the City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

DRC has been a trusted partner of our City-Parish for years, including and especially during one of the most catastrophic and costly events in the history of our state and country. In August 2016, when the floodwaters of the Great Flood of 2016 (DR-4277) began rising and threatening to inflict damage on tens of thousands of homes in East Baton Rouge Parish, DRC was quick to respond and react to our activation of the company's debris removal contract. In the days that immediately followed, DRC's team worked side-by-side with our senior leadership team at our emergency operations center to begin identifying the known extent of damage inflicted by this disaster, preparing routes and maps for rapid deployment across our parish once it was safe to do so, and immediately mobilizing their significant fleet of trucks to begin staging for debris removal operations. Less than a week after floodwaters began to recede from our area, DRC's fleet began to conduct our first debris removal pass, targeting seven initial ZIP codes that were impacted by the flooding event. DRC subsequently expanded operations to include all impacted ZIP codes and remained active through their final pass conducted in August 2017.

Throughout this timeframe, DRC's team was responsive, proactive, and communicative regarding any needs our City-Parish agencies, elected officials, or residents had related to our debris removal program, going above and beyond to ensure the public was informed about program activities at all times. For example, beginning in mid-September 2016, DRC staff along with our debris monitoring firm team joined City-Parish leaders in providing televised updates on debris removal activities each morning – both for the day ahead as well as upcoming deadlines or issues related to the program. These segments were broadcast live by local news media, on our government access channel Metro 21, and through our City-Parish Facebook page via Facebook Live. These daily updates continued for nearly a month and a half, and DRC's team was integral in developing and sharing updates to be shared with our residents that kept them informed and aware of program activities.

This same level of responsiveness, coordination, and resourcing on the part of DRC was present throughout the entirety of our debris removal program and recovery effort, ultimately resulting in nearly 2 million cubic yards of debris collected and representing one of the largest and most complex flood debris removal efforts in the history of the U.S. DRC's ability to mobilize their fleet and respond to needs, or proactively anticipate them, was critical to our program's success – including rapid scaling of their fleet to nearly 200 trucks on the streets each day at the height of the program's activity and daily debris collection totals approaching 50,000 cubic yards. Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated.

I strongly recommend DRC as a qualified and capable debris removal contractor that I feel confident will provide the same level of service, dedication, and passion for your recovery and/or clean-up effort as they did here in East Baton Rouge Parish. Please don't hesitate to contact me if you have any questions.

Sincerely,

Adam M. Smith, PE
Chief of Wastewater Operations & Maintenance

222 Saint Louis Street, Baton Rouge, LA 70802

GDOT
Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 28, 2018

RE: Letter of Reference - DRC

To Whom It May Concern:

After Hurricane Matthew, the Georgia Department of Transportation contracted with DRC Emergency Services in the amount of $1,445,700 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs, and stumps from approximately 162 miles of the State Routes in Chatham County. DRC followed all guidelines and specifications in the contract and completed the contract in the specified timeframe given. DRC provided a project manager to manage all subcontractors and ensure traffic control items were correct and work was completed in a safe manner. All submittals and invoicing was completed and submitted in a timely manner which allowed the Department to quickly process and submit records to FEMA for reimbursement. The Department had a great working relationship with DRC during this contract and would contract with them again in the future.

If you have any questions or need additional information then please feel free to contact this office at (912) 530-4434 or at P.O. Box 610, Jesup, Georgia 31598.

Sincerely,

Brian H. Scarbrough

Brian H. Scarbrough
Assistant District Maintenance Engineer

cc: File

Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR

P.O. Box 44243
BATON ROUGE, LOUISIANA 70804-4243
(225) 342-7009

July 31, 2018

To All Interested Parties:

It has been my unique pleasure to work with DRC Emergency Services, LLC on multiple occasions throughout my political career. Currently, DRC supports the Lieutenant Governors Association through active participation and an important sponsorship of the organization. It is through involvement like DRC's that we can both perpetuate the existence of our organization and gain unique perspective from a private sector partner.

During my tenure as Parish President of Plaquemines Parish, DRC was instrumental in our expedited recovery following Hurricane Katrina due to their exemplary work in the areas of debris collection, processing and disposal, canal de-siltation services, and waterway debris removal. Following the BP Oil Deepwater Horizon catastrophe, DRC designed and implemented oil collection and mitigation programs that covered over 100 miles of gulf coastline. Their innovated leadership in these areas were applauded by both BP Oil and top-ranking government officials, alike.

It is without reservation that I wholeheartedly endorse and recommend DRC Emergency Services, LLC to provide vital pre-disaster and post-disaster services to your government. DRC's management and field personnel have proven time and again to be the most informed and responsive in the area of disaster management services.

Please contact my office with any further questions relating to my experiences with this organization.

Sincerely,

Billy Nungesser
Lieutenant Governor

WHN/ls

WWW.CRT.LA.GOV

Solid Waste Management
235 Operations Center Drive
PO Box 1810
Wilmington, NC 28402-1810

910 341-7875
910 790-2391 fax
wilmingtonnc.gov
Dial 711TTY/Voice

CITY OF WILMINGTON
NORTH CAROLINA

ugust 15, 2017

DRC Emergency Services, LLC, Mobile, Alabama has been the contractor for the City of Wilmington, NC since 2013 to provide Phase II C&D Debris removal & Vegetative Debris Removal & Disposal.

Wilmington needed to active DRC's contract on two occasions. The first was the ice storm in February 2014 that produced 174,352 cubic yards of vegetative debris. DRC completed the cleanup in 40 days. The second activation came in October 2016 for Hurricane Matthew. Matthew produce 98,658 cubic yards of vegetative debris. Cleanup started on 10/18/16 and was completed on 11/25/2018.

On both occasions Tony Swain DRC's Project Manager arrived in Wilmington the day before the event so he was in place to immediately assess damage and start the process to order the manpower and equipment needed to start the cleanup effort. He was here before a notice to proceed was sent.

The professional, organization, quality of work and willingness to meet and work with City staff exceeded expectations and fulfilled all objectives of scope of services spelled out in their contract.

Tony was in constant contact reporting progress each day. He was responsive to the City's needs and was very welling to adjust schedules as needed. I had a number of conversation with DRC's home office and they acted equally professional, all members of the DRC staff were very responsive and approachable. The City of Wilmington has a very good working relationship with DRC and are very pleased with the service they provide. Judging from DRC's past performance I would have no issue to recommend them to other municipalities.

Please do not hesitate to call me with any questions or if you need further information.

Sincerely,

*Dave Bundick*

Superintendent of Solid Waste
City of Wilmington
235 Operations Center Drive
P.O. Box 1810
Wilmington, NC 28402-1810
Ph: 910.341.0081 | Fax: 910.790.2391

CITY OF WILMINGTON NORTH CAROLINA

NEW HANOVER COUNTY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
3002 US HIGHWAY 421 NORTH
Wilmington, NC 28401-9008
*Telephone: (910) 798-4400 • Fax (910) 798-4408*
*E-Mail Address: jsuleyman@nhcgov.com*

JOE SULEYMAN
Director of Environmental Management

August 16, 2017

Mr. Tony Swain
DRC Emergency Services
408 N. Topsail Drive
Surf City, NC 28445

RE: Letter of Recommendation

Dear Tony,

I wanted to take this opportunity to thank you and your entire team for the exemplary job you have done for the citizens of New Hanover County. Your debris removal efforts following the 2014 Ice Storm, the EF-1 tornado in 2016, and Hurricane Matthew in 2016 allowed the communities in the county to recover quickly and seamlessly.

I am truly amazed at your watchful eye prior to an event, your rapid response immediately following an event, and that I can often find you out in the field, rake in hand, ensuring that the residents receive the highest level of service, professionalism, and courtesy. We ask a lot of you, and you always delivered.

On behalf of my team at Environmental Management and the citizens of New Hanover County, thank you for your dedication and a job well done. I would strongly recommend DRC to any town, city, county, or other governmental body looking for a debris management contractor that knows how to get the job done, and done right.

Respectfully,

Joe Suleyman
Director, Environmental Management
New Hanover County

PORT NECHES

January 08, 2017

**RE: Letter of reference for DRC**

To Whom It May Concern:

The City of Port Neches has worked with DRC in Hurricanes Rita, Ike and Harvey. In the latest, Hurricane Harvey, DRC was the debris removal contractor for the Cities of Nederland, Groves, and Port Neches. In this incident they collected furnisher, building materials, HHW, and demolition/debris. They also ran a debris reduction site. In Rita and Ike, they also collected green waste, removed leaning trees, and hazardous hanging limbs. They collected over 52,000 cuyd. of material in Hurricane Harvey. Their project coordinator did an outstanding job in the management of the site, supervision of all the sub-contractors, disposal of all debris, and the cleaning of the debris site and acquiring TCEQ approval to close that site.

In all of disasters, DRC has in a timely manner has submitted invoices, records, complied with FEMA requirements, work in a safe manner, and were very responsive to the City's needs. The City is also in a long-term contract so they will be able to respond in our next disaster.

Please feel free to contact me at (409) 719-4204 should you have any questions.

Sincerely,

Taylor Shelton, P.E.
Public Works Director
City of Port Neches
P.O. Box 758 or 1005 Merriman
Port Neches, Texas 77651
Office: 409-719-4204
Fax: 409-727-8677
E-mail: tshelton@portneches.org
WEB: www.portneches.org

City of St. Augustine
St. Augustine, Florida — Public Works
Nation's Oldest City
1565 – 2015
450 years

June 2, 2017

Subject: **DRC Letter of Recommendation**

To Whom It May Concern:

On October 7, 2016, the City of St. Augustine was impacted by Hurricane Matthew as he made his way north in the Atlantic Ocean. While many communities to our south were spared, St. Augustine wasn't as fortunate. Matthew came very close to making landfall in Northeast Florida and while St. Augustine was spared a direct hit, the high winds generated within the outer bands of the storm caused a significant amount of damage and flooding, creating a sizeable debris management problem for our City.

St. Augustine has a pre-event/stand-by contract with **DRC Emergency Services** for Disaster Debris Removal Services so we felt comfortable that a recovery mechanism was already in place.

In advance of the pending event, the DRC team was in contact readying their response. Representatives from DRC were on-site planning their approach to the debris removal effort, and formulating debris collection strategies to address the unique challenges we were facing.

Throughout the debris removal program, DRC's Project Managers and Program Leaders were on site, available, and attentive to the needs of our City and its citizens. The program was well organized and resulted in St. Augustine making a rapid recovery from Hurricane Matthew.

DRC performed professionally and were responsive to City needs within the terms of the contract.

Sincerely,

Martha Graham

Martha S. Graham, P.E.
Director of Public Works

75 King Street, 32084 – PO Box 210, 32085 – Office 904/825-1040 – FAX 904/209-4286

Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Leon County Public Works
2280 Miccosukee Rd.
Tallahassee, Florida 32308
850 / 606-1500

Commissioners

JOHN E. DAILEY
District 3
Chairman

NICK MADDOX
At-Large
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

June 12, 2017

***RE: DRC Emergency Services, LLC***

To Whom It May Concern:

DRC Emergency Services, LLC worked with Leon County Public Works Department after Hurricane Hermine in our efforts to provide debris removal services to the citizens of Leon County. They were hard working and diligent in getting the debris removed from the roadside and from in front of homes. The debris from Hurricane Hermine was by far the most seen since Hurricane Kate in 1985 and was a challenge to deal with. DRC Emergency Services went the extra mile and provided great service to Leon County.

If you have any questions, please feel free to contact me at (850) 606-1500.

Sincerely,

Tony Park, P.E.
Director of Public Works

TP/djw

*"People Focused. Performance Driven."*

# FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over $1 billion** and access to dedicated cash and credit lines **of more than $500 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

**Banking**
Texas Capital Bank
Leila Aloi
Senior VP Corporate Banking
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7005
Leila.Aloi@texascapitalbank.com

**Surety**
Bowen, Miclette, & Britt Insurance Agency LLC
Toby Miclette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmiclette@bmbinc.com

**Insurance**
McGriff, Seibels & Williams
Rob Harrison
10100 Katy Freeway
Suite 400
Houston, TX 77043
(713) 940-6544
Rob.harrison@mcgriff.com

- DRC's combined contract total for 2022 is valued at over $377,000,000. During this time, DRC removed and disposed of over 5,300,000 cubic yards of debris across nine states.
- In 2021, DRC removed 18,000,000 cubic yards of debris and managed 89 debris management sites in response to Hurricane Ida alone. Our combined contract total for 2021 was valued at over $457,000,000.
- The 2020 hurricane season consisted of numerous storms, including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris for contracts totaling over $95 million.
- The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- Three major hurricanes hit continental North America in 2017: Hurricanes Harvey, Irma, and Maria. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling $251 million and 6 million cubic yards.
- 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Matthew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, picked up 4 million cubic yards of debris, and was awarded over $64.7 million in contracts.
- The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in the Carolinas, DRC managed the debris removal for five counties in North Carolina and eight counties for SCDOT. DRC removed over 225,000 trees and 1,400,000 cubic yards of debris, with a total contract value of $54,449,473.
- DRC successfully performed in 10 contracts that were directly related to the British Petroleum Deepwater Horizon oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset to the regions affected. The total contract value is $185,334,469.

***DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.***

CONFIDENTIAL

Texas Capital Bank

January 17, 2023

To Whom It May Concern:

DRC Emergency Services LLC and affiliates have the financial resources to support business operations and the ability to obtain additional resources if needed. The companies have a multi-year syndicated revolving credit facility led by Texas Capital Bank with borrowing capacity up to $500,000,000. The Companies have the financial capability to finance hundreds of millions of dollars in volume of work, without interference or slow down. The amount can be repaid and redrawn, subject to compliance with the terms of the Company's credit agreement. The credit agreement runs through January 31, 2027.

In addition to the Syndicated Credit Facility with our bank, the owners of DRC Emergency Services LLC and affiliates keep ample levels of additional Working Capital available at a moment's notice.

We have personally banked the owners of the companies for over 15 plus years and they have been a valued client of the bank, have always paid as agreed, and are one of the highest valued clients in the bank. We have witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.

Leila Z. Aloi
Senior Vice President
Texas Capital Bank
832-308-7005

1330 Post Oak Blvd., Suite 1700
Houston, TX 77056
832.308.7000

CONFIDENTIAL

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

January 3, 2024

DRC Emergency Services, LLC
6702 Broadway
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Travelers Casualty and Surety Company of America (Travelers), which has an A.M. Best Rating of A++ with a Financial Size Category of XV. Travelers has agreed to support performance and payment bonds for single projects up to $500,000,000 as long as these projects fit within a $1 Billion aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Travelers, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time the bonds are requested. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette
Executive Vice President

DTM/rg

INSURANCE / BONDS/ RISK MANAGEMENT

# FEMA EXPERTISE

DRC has an unparalleled record for providing jurisdictions with the maximum reimbursement rate granted by FEMA. **Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well-trained and principled personnel.**



**Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate them on how to ensure compliance with Federal Policy and Procedures. Mr. Furr was the FEMA Region VI Debris Subject Matter Expert from 2013 – 2021, and he has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.**

## *State & Federal Programs*

The Public Assistance Program of the Federal Emergency Management Agency (FEMA) is aimed at providing support and resources for disaster recovery efforts. These programs facilitate the reimbursement of eligible expenses incurred by state and local governments, as well as certain nonprofit organizations, following a federally declared disaster.

The Public Assistance Program and Policy Guide (PAPPG) is a comprehensive, consolidated program and policy document for FEMA's Public Assistance Program. DRC thoroughly reviews and follows the PAPPG. The latest version is FEMA Policy 104-009-2, Public Assistance Program and Policy Guide Version 4 (issued June 1, 2020). This latest PAPPG supersedes all previous policies and publications for disasters declared on or after June 1, 2020.

Within the Florida Division of Emergency Management (FDEM), several programs are aligned with the FEMA Public Assistance Program. Key programs within FDEM that are aligned with the FEMA Public Assistance Program include the following:

**Public Assistance Grants**
The State administers public assistance grants to eligible entities to cover costs associated with debris removal, emergency protective measures, and the repair, replacement, or restoration of public infrastructure damaged or destroyed by disasters. This program aims to expedite the recovery process and restore essential services to affected communities.

**Hazard Mitigation Grant Program (HMGP)**
HMGP provides funding to support projects that mitigate the risk of future disasters and enhance community resilience. The State's HMGP, aligned with FEMA guidelines, enables state and local governments to implement measures such as flood control projects, structural retrofits, and land acquisition for hazard mitigation purposes.

**Community Disaster Loans (CDL)**
The State's CDL program provides financial assistance to local governments facing revenue shortfalls due to a disaster-related decline in tax revenues or increased expenditures. These loans help municipalities maintain essential services and bridge the gap until regular revenue streams are restored.

These programs, modeled after FEMA's framework, demonstrate the State's commitment to leveraging federal resources and implementing effective strategies to mitigate the impact of disasters and support long-term recovery efforts across the state.

## *Funding Sources*

After a natural disaster, FEMA Public Assistance applicants have access to various funding sources to support their recovery efforts. These funding sources include the following:

**Federal Grants:** FEMA provides grants to eligible applicants for disaster-related expenses, including debris removal, emergency protective measures, and infrastructure repair or replacement.

**State Matching Funds:** Applicants are required to provide a percentage of the total project cost as a non-federal match, which can come from state or local government funds, in-kind services, or donations.

**Hazard Mitigation Grants:** FEMA offers Hazard Mitigation Grant Program (HMGP) funding to support projects that mitigate the risk of future disasters. These grants can be used for measures such as floodplain restoration, structural retrofits, and public education campaigns.

**Community Development Block Grants:** The U.S. Department of Housing and Urban Development (HUD) may allocate Community Development Block Grant (CDBG) funds to assist with disaster recovery and rebuilding efforts, particularly for housing rehabilitation, economic revitalization, and infrastructure improvements.

**Natural Resources Conservation Service (NRCS) Funding:** NRCS provides financial assistance through programs like the Emergency Watershed Protection Program (EWP) to address watershed impairments caused by natural disasters. EWP funding supports measures such as debris removal, streambank stabilization, and erosion control to mitigate further damage and protect natural resources.

These funding sources provide crucial financial assistance to FEMA Public Assistance applicants, helping them rebuild and strengthen their communities in the aftermath of a natural disaster.

## *Reimbursement Process*

The FEMA Public Assistance reimbursement process is crucial for assisting applicants in recovering from disasters and restoring essential services to their communities. Key elements of this process include the following:

**Eligibility Determination:** FEMA evaluates the eligibility of projects submitted by applicants based on established criteria, including the type of work, its relationship to the disaster, and compliance with federal regulations.

**Project Formulation:** Applicants work with FEMA to develop detailed project worksheets that outline the scope of work, estimated costs, and supporting documentation for each eligible project.

**Obligation of Funds:** Once projects are approved, FEMA obligates funds to cover the federal share of eligible costs, up to 75% of the total project cost, with the applicant responsible for providing the non-federal match.

**Documentation:** Applicants must maintain accurate records and documentation throughout the project lifecycle, including procurement procedures, labor costs, equipment usage, and invoices, to support reimbursement claims.

In the aftermath of a natural disaster, debris removal is often one of the most immediate and significant challenges faced by communities. In this context, the role of the debris monitor becomes pivotal in ensuring efficient and compliant debris removal operations, as well as facilitating the reimbursement process through FEMA Public Assistance. The debris monitor serves as a crucial link between the debris removal contractors, the applicant, and FEMA, playing a vital role in documenting and verifying the removal of debris from public areas. Here's an in-depth look at the role of the debris monitor in the reimbursement process:

**Debris Monitoring:** The debris monitor is a critical component of the debris removal process following a disaster. They are responsible for overseeing and documenting the removal of debris from public areas such as roads, parks, and other public property.

**Verification of Work:** The debris monitor verifies that debris removal contractors comply with FEMA guidelines and contract specifications, ensuring that debris is properly sorted, segregated, and disposed of in accordance with environmental regulations.

**Documentation:** The debris monitor meticulously documents the quantity, type, and location of debris removed, as well as the methods used for disposal. This documentation serves as evidence to support reimbursement claims submitted to FEMA.

**Quality Assurance:** In addition to monitoring the physical removal of debris, the debris monitor performs quality assurance checks to ensure that work meets established standards and that debris removal operations are conducted safely and efficiently.

**Support for Reimbursement Claims:** The detailed documentation provided by the debris monitor is essential for applicants seeking reimbursement from FEMA for eligible debris removal costs. This documentation helps demonstrate the scope of work performed, justify the associated expenses, and facilitate the reimbursement process.

Overall, the debris monitor plays a crucial role in the FEMA Public Assistance reimbursement process by ensuring that debris removal activities are conducted in compliance with federal regulations and that accurate documentation is maintained to support reimbursement claims.

## *Knowledge and Experience with State and Local Emergency Management Agencies*

DRC Emergency Services has been actively engaged in disaster recovery efforts across the United States for the past 20 years, collaborating closely with local, state, and federal agencies. Our commitment is to assist in optimizing performance and ensuring reimbursement. DRC coordinates with the Public Assistance Firm and monitoring firm in each jurisdiction to review and reconcile every individual ticket and or line item for eligibility with all State and Federal agencies. This process expedites the submittal of accurate documentation in a timely manner. DRC has a strong track record of maximizing federal reimbursement for eligible work without any de-obligation.

In the State of Florida, we have worked directly with the Florida Department of Transportation and Development (FDOT), Florida Department of Environmental Protection, and the Florida Department of Emergency Management, following all FEMA Guidelines and Policies. DRC's management team participates in state conferences and workshops and stays up to date with relevant policies and procedures. DRC's thorough review of and adherence to FEMA's Public Assistance Program and Policy Guide demonstrates our commitment to efficient and effective disaster recovery processes.

## *Adherence to Policy Changes*

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our clients. DRC immediately implements internal measures to ensure that our clients and prospective clients are prepared to be fully compliant with any changes or updates to FEMA's policies. DRC carefully reviews scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of the Disaster Recovery Coalition of America (DRCA),** the industry's trade organization. Through this membership, DRC helps shape policy and legislation relevant to jurisdictions' recovery processes. Our additional memberships in other professional organizations (NEMA, APWA and SWANA) provide us with recent industry knowledge necessary to support our client base.

## *Major Disaster Recovery Projects*

DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery. Following is a list of FEMA declared disasters for which DRC has completed work.

| Year | Event | State | Declaration Number |
|---|---|---|---|
| 2024 | Hurricane Milton | FL | DR-4673, DR-4834 |
| | Hurricane Helene | FL, GA, SC | DR-4828, DR-4830 |
| | Hurricane Francine | LA, TX | DR-4817 |
| | Hurricane Beryl | TX | DR-4798 |
| | New Mexico South Fork Fire and Salt Fire | NM | DR-4795 |
| | Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding | TX | DR-4781 |
| **Year** | **Event** | **State** | **Declaration Number** |
| 2023 | Washington Wildfires | WA | DR-4759 |
| | Tennessee Severe Storms and Straight-line Winds | TN | DR-4735 |
| | Hurricane Idalia | FL | DR-4734 |
| | Oklahoma Severe Storms, Straight-line Winds, and Tornadoes | OK | DR-4706 |
| | Texas Severe Winter Storm | TX | DR-4705 |

| | | | |
|---|---|---|---|
| | Arkansas Severe Storms and Tornadoes | AR | DR-4698 |
| | Mississippi Severe Storms, Straight-line Winds, and Tornadoes | MS | DR-4697 |
| | Alabama Severe Storms, Straight-line Winds, and Tornadoes | AL | DR-4684 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2022** | Hurricane Ian | FL | DR-4673 |
| | Tennessee Severe Winter Storm | TN | DR-4645 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2021** | Marshall Fire and Straight-Line Winds | CO | DR-4634 |
| | Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes | KY | DR-4630 |
| | Hurricane Ida | LA | DR-4611 |
| | Texas Severe Winter Storms | TX | DR-4586 |
| | Louisiana Severe Winter Storms | LA | DR-4590 |
| | Storms, Straight-line Winds, and Tornadoes | AL | DR-4596 |
| | Georgia Severe Storms and Tornadoes | GA | DR-4600 |
| | Louisiana Severe Storms, Tornadoes, and Flooding | LA | DR-4606 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2020** | Hurricane Zeta | LA, MS, GA, AL | EM-3549, EM-3550 |
| | Hurricane Delta | LA | DR-4570 |
| | Hurricane Sally | AL, FL | DR-4563, DR-4564 |
| | Washington BABB Fire | WA | FM-5355 |
| | Hurricane Laura | LA | DR-4559 |
| | Iowa Severe Storms (Derecho) | IA | DR-4557 |
| | Hurricane Isaias | FL, NC | EM-3533, DR-4568 |
| | Hurricane Hanna | TX | EM-3530 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2019** | Tropical Depression Imelda | TX | DR-4466 |

| | | | |
|---|---|---|---|
| | Hurricane Dorian | NC | DR-4465 |
| | Hurricane Barry | LA | DR-4462 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2018** | Hurricane Michael | FL, GA | DR-4399, DR-4400 |
| | Hurricane Florence | NC | DR-4393 |
| | Severe Thunderstorms and Dangerously High Winds | AL | DR-4362 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2017** | Hurricane Maria | PR | DR-4339 |
| | Hurricane Irma | FL, GA | DR-4337, DR-4338 |
| | Hurricane Harvey | TX | DR-4332 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2016** | Hurricane Matthew | NC, GA, FL | DR-4285, DR-4284, DR-4283 |
| | Hurricane Hermine | FL | DR-4393 |
| | LA Severe Storms & Flooding | LA | DR-4277 |
| | Winter Storm Jonas | MD, VA | DR-4261, DR-4262 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2015** | TX Severe Storms & Flooding | TX | DR-4269 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2014** | Ice Storm Pax | SC, NC | DR-4166, DR-4167 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2012** | Hurricane Sandy | NY, MD, NJ, MO | DR-4085, DR-4091, DR-4086, DR-4098 |
| | Hurricane Isaac | LA | DR-4080 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2011** | Hurricane Irene | VA, MD, NC, RI | DR-4024, DR-4034, DR-4019, DR-4027 |
| **Year** | **Event** | **State** | **Declaration Number** |
| **2010** | TN Severe Flooding | TN | DR-1909 |

| Year | Event | State | Declaration Number |
|---|---|---|---|
| 2009 | Ice Storms | MD, VA | DR-1875, DR-1874 |
| **Year** | **Event** | **State** | **Declaration Number** |
| 2008 | Hurricane Ike | TX | DR-1791 |
| | Hurricane Gustav | LA | DR-1786 |
| | Mother's Day Tornadoes | GA | DR-1750 |
| | F5 Tornado | IA | DR-1763 |
| **Year** | **Event** | **State** | **Declaration Number** |
| 2007 | Ice Storms | MO | DR-1736 |
| **Year** | **Event** | **State** | **Declaration Number** |
| 2006 | Ice Storms | NY | EM-3268 |
| **Year** | **Event** | **State** | **Declaration Number** |
| 2005 | Hurricane Katrina | LA, MS | DR-1603, DR-1604 |
| | Hurricane Rita | LA, TX | DR-1606, DR-1607 |

Please see Section 5: Litigation and Terminations

# DRC EMERGENCY SERVICES, LLC
# FIVE YEAR LITIGATION
# AND REGULATORY LIST

(Updated and Revised: November 14, 2024)

The following is a list of any litigation involving DRC Emergency Services, LLC ("DRC") pending, settled, dismissed or abandoned during the five-year period preceding the above date.

**ACTIVE PENDING CASES:**

Nelson v. RPF Emer. Servs., et al, No. 20-900353, Cir. Ct. Baldwin County, AL. Terminated sub-subcontractor sued DRC and its President seeking damages for termination from the project. Claim unquantified. No liability for DRC or its President; no contract privity.

Lambert v. DRC Emergency Services, LLC, et al, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 702311. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Fitzgerald v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Brown v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. BP Oil Spill personal injury claim. DRC entitled to indemnity from BP.

Goldman v. DRC Emer. Servs, LLC, et al, #22-900011, Washington County, AL Cir. Ct., Personal injury claim arising from automobile accident. Plaintiff rear-ended debris truck.

DRC, Inc. v. DRC Emer. Srvs., LLC, #22-901120, Mobile County, AL Cir. Ct. Trade name dispute. Matter pending.

Dansby v. First Call Storm Removal, LLC, #22-900074, Marengo Co., AL Circuit Court. Personal injury arising from an automobile accident during debris removal operations.

Fairlake Property Partners v. DRCES, #202378691, Harris County, TX. Dock and bulkhead property damage claim following a dredging project. Parties are attempting to resolve without further litigation.

**ABANDONED CASES:**

Gulf State Construction v. DRC Emergency Services, LLC, Civil Action No. 2012-10783, Orleans Parish Civil District Court. Pro se lawsuit by a subcontractor seeking $180,000 payment for site work and demolition work on the Orleans Parish Sheriff's Office construction project. DRCES disputes plaintiff's claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor's license and, therefore, the subcontract is unenforceable as a matter of law; (2) Gulf

States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work. No action has been taken in this matter for over four years.

Down South Services, LLC v. DRC Emergency Services, LLC, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCES disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.

American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor on the Hurricane Katrina project. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

Baudier v. DRC Emergency Services, LLC, et al., 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286. BP Oil spill personal injury claim. Abandoned.

Turlich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076. BP Oil spill personal injury claim. Abandoned.

Frelich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616. BP Oil spill personal injury claim. Abandoned.

**DISMISSED, SETTLED OR CLOSED CASES:**

White v. Florida Dept. of Env'l Protection, et al, #20-1558, 2nd Cir. Leon County. Personal injury action arising from debris management site operations. Insured claim. Settled and dismissed.

Payton v. Progressive Ins., et al, No. C-92655, 10th JDC, Natchitoches Parish, LA. Automobile accident involving lower-tier subcontractor. Insured claim. Dismissed on summary judgment.

Fucich v. Great Divide Ins. Co., et al, No. 136124, 16th JDC, Iberia Parish, LA. Automobile accident personal injury claim. DRC dismissed on summary judgment July 27, 2023.

Contreras v. Terrence, et al, No. 18-3519, 134th Dist. Court, Dallas County, TX. Claim by a fourth tier subcontractor for payment. The lawsuit states damages are between $50,000 and $200,000. DRC dismissed from lawsuit on summary judgment on August 12, 2022.

Lewis v. Ft. Lauderdale, #19-2090, 17th JC Broward Co. Personal injury. Resident tripped on defect in sidewalk. DRC proved defect existed prior to work performed by DRC in the area. Plaintiff agreed to voluntarily dismiss DRC.

Hershewe v. DRC Emer. Services, LLC, Case N0. 17-181, Jasper County, MO. Suit for an accounting and claim for payment by an attorney arising out of the Joplin, MO tornado project. Suit dismissed for lack of prosecution.

B&S Equipment v. DRC Emergency Services, LLC, et al, Case No. 708-443, 24th Judicial District Court for Jefferson Parish, Louisiana. Claim by lower-tier sub-subcontractor for unpaid work. Hurricane Katrina project. Case settled on July 3, 2014.

*Ultra Lane, Ltd. v. DRC, et al*, No. 17-430, USDC MDLA Suit by Ultra Lane against lower-tier sub-subcontractor for payment. Plaintiff voluntarily dismissed DRC from litigation.

*IceX Systems Management, LLC v. DRC Emer. Servs*., No. C-201885406, 15th JDC, Lafayette Parish, LA. Claim by equipment lessor for rental. DRC contended that equipment was removed from project by plaintiff. Investigation confirmed that the equipment was removed by plaintiff and that DRC overpaid plaintiff. Plaintiff voluntarily dismissed the lawsuit July 22, 2020.

*Dermansky v. DRC Emer. Servs.,* No. 20-1803, USDC SDTX. Copyright claim. Photograph use. Settled and dismissed November 19, 2020.

Luke Boudreaux v. The DRC Group, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179. BP Oil Spill injury claim. Dismissed June 19, 2020.

Matherne Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449. BP Oil Spill injury claim. Dismissed June 18, 2020.

Rodrigue Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-445. BP Oil Spill injury claim. Dismissed June 18, 2020.

Pearson and Black v. DRC Emergency Services, LLC, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778. BP Oil Spill injury claim. Dismissed June 19, 2020.

Dinwiddie v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. BP Oil Spill injury claim. Dismissed September 6, 2019.

Elmer Rogers v. DRC Emergency Services, LLC, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USCD EDLA Civil Action No. 14-2285. BP Oil Spill injury claim. Dismissed June 19, 2020.

In re Triton Asset Leasing GmbH, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179. BP Oil Spill injury claim. Dismissed June 11, 2020.

Reefkeeper, LLC v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955. BP Oil Spill injury claim. Dismissed March 4, 2020.

Terry v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-

4137. BP Oil Spill injury claim. Dismissed March 4, 2020.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957. BP Oil Spill injury claim. Dismissed February 5, 2020.

*DeWitt County, et al v. DRC Logistics, Inc. (in rem only),* #20-11-9945, DeWitt County, TX. County sent property tax bill to incorrect address for 2 years. Taxpayer address was corrected in County system; tax bill was paid; case was dismissed.

Golladay v. DRC Emer. Servs., et al, #20-23-CA, 14th JC Calhoun County, FL. Personal injury claim. Claim being handled through insurers. Plaintiff voluntarily dismissed DRC June 23, 2021.

Otano v. Desaugust, No. 18-16273, 11th Cir. Miami-Dade County, FL. Payment demand for by lower tier subcontractor on Hurricane Irma project in Miami-Dade County. Dismissed.

Commans v. State Farm, et al, No. 653413, 19th JDC, E. Baton Rouge Parish, LA. Automobile collision case involving truck driver of a lower-tier subcontractor. DRC was dismissed on summary judgment.

Kessler Smith v. BKS Construction, LLC, et al, Case No. 2021-9256, Orleans Parish CDC Louisiana. Automobile accident case. Insured claim. Dismissed on summary judgment.

DRC Emergency Services, LLC and its principles have never been declared bankrupt or reorganized under Chapter 11 or put into receivership. DRC and its principles do not have any criminal violations and/or convictions. DRC has not had contracts for the services sought under the City of Plantation's RFSP which were terminated for default, non-performance or delay in the past five (5) years.

Please see Section 6: Cost Detail.

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* DRC Emergency Services, LLC

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost $ | Extended Cost $ |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | $195.00 | $27,300.00 |
| Crash Truck w/Impact Attenuator | 70 | HRS | $125.00 | $8,750.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | $160.00 | $11,200.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | $170.00 | $11,900.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | $175.00 | $12,250.00 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | $185.00 | $12,950.00 |
| Dump Truck, 16 +/- CY | 70 | HRS | $95.00 | $6,650.00 |
| Dump Truck, 20 +/- CY | 70 | HRS | $100.00 | $7,000.00 |
| Dump Truck, 38 +/- CY | 70 | HRS | $105.00 | $7,350.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | $75.00 | $5,250.00 |
| Generator, 200 kW, List kW Capacity | 70 | HRS | $195.00 | $13,650.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | $750.00 | $52,500.00 |
| Light Plant with Fuel and Support | 140 | HRS | $75.00 | $10,500.00 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | $125.00 | $8,750.00 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | $165.00 | $11,550.00 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | $175.00 | $12,250.00 |
| Kunckleboom Loader | 140 | HRS | $225.00 | $31,500.00 |
| Lowboy Trailer w/ Tractor | 70 | HRS | $115.00 | $8,050.00 |
| Mobil Crane up to 15 Ton | 70 | HRS | $195.00 | $13,650.00 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $150.00 | $10,500.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $250.00 | $17,500.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $350.00 | $24,500.00 |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | $60.00 | $4,200.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $115.00 | $8,050.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $120.00 | $8,400.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $115.00 | $8,050.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $120.00 | $8,400.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | $175.00 | $24,500.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | $185.00 | $12,950.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | $195.00 | $13,650.00 |
| Truck, Flatbed | 70 | HRS | $45.00 | $3,150.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | $65.00 | $9,100.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | $120.00 | $16,800.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | $195.00 | $13,650.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | $200.00 | $14,000.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | $190.00 | $13,300.00 |
| **Equipment with Operator Extended Price:** | | | | $483,700.00 |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | $75.00 | $5,250.00 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | $65.00 | $4,550.00 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | $75.00 | $10,500.00 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | $60.00 | $8,400.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | $50.00 | $7,000.00 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | $75.00 | $5,250.00 |
| **Schedule 1 Extended Price:** | | | | $40,950.00 |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | $435.00 | $34,800.00 |
| **Crew Category Extended Price:** | | | | $34,800.00 |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | $195.00 | $390,000.00 |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | $8.48 | $848,000.00 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | $8.98 | $898,000.00 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | $8.98 | $898,000.00 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | $65.00 | $6,500,000.00 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | $5.68 | $1,136,000.00 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | $4.22 | $240,540.00 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | $4.92 | $280,440.00 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | $5.92 | $337,440.00 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | $7.92 | $451,440.00 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | $95.00 | $11,400.00 |
| 13 inch to 24.99 inch diameter | 70 | EACH | $225.00 | $15,750.00 |
| 25 inch to 36.99 inch diameter | 10 | EACH | $325.00 | $3,250.00 |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | $450.00 | $4,500.00 |
| 49 inch and larger diameter | 5 | EACH | $550.00 | $2,750.00 |
| Hanger Removal (per Tree) | 1900 | TREE | $84.50 | $160,550.00 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | $250.00 | $5,000.00 |
| 37 inch to 48.99 inch diameter | 15 | EACH | $450.00 | $6,750.00 |
| 49 inch and larger diameter | 1 | EACH | $550.00 | $550.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | $95.00 | $1,900.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | $70.00 | $1,400.00 |
| **Schedule 2 Extended Price:** | | | | $12,193,660.00 |
| | | | | |
| **GRAND TOTAL** | | | | $ 12,753,110.00 |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | $24.95 | $2,495.00 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | $35.00 | $1,750.00 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | $325.00 | $4,875.00 |
| Single Axle | 10 | EACH | $325.00 | $3,250.00 |
| Double Axle | 10 | EACH | $350.00 | $3,500.00 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | $2.50 | $25.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
| | | | | |
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## Please see the attached Forms:

- General Terms and Provisions
- Guarantee of Proposal
- Acknowledgement of Addenda
- Proposer's Certification
- Corporate Resolution
- Form A-1
- Firm Profile
- References
- Public Entity Crimes
- Drug-Free Workplace
- Non-Collusion Certification
- Form 4A Disclosure of Business Transaction, Relationship or Interest
- Truth in Negotiation Statement
- Insurance Requirements
- Bid Bond
- Public Construction Bond
- FEMA Requirements
- Proposal Checklist and Summary Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

(Authorized Signature in Ink or Electronic)

Kristy Fuentes
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Vice President, Treasurer, Secretary
(Printed Title of Above Signer)

11/26/2024
(Date Signed)

STATE OF Louisiana

COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of November, 2024, by Kristy Fuentes, as Vice President, Treasurer, Secretary for DRC Emergency Services, LLC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Cary Des Roches My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

**END OF SECTION**

# GUARANTEE OF PROPOSAL

Name of Company: DRC Emergency Services, LLC.

Street Address: 111 Veterans Blvd. Suite 1420

| Metairie | Louisiana | 70005 |
|---|---|---|
| City | State | Zip |

Mailing Address: 111 Veterans Blvd. Suite 1420 Metairie, LA 70005

Phone No.: (888) 721-4372 Fax#: (504) 482-2852

Email Address: kfuentes@drcusa.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CRC1331307

State of Florida Corporation ID # (From Secretary of State): M05000003946

Federal Employer Identification Number (FEIN): 63-1283729

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

(Authorized Signature in Ink or Electronic)

Kristy Fuentes

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Vice President, Treasurer, Secretary

(Printed Title of Above Signer)

12/9/2024

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Kristy Fuentes - Vice President, Treasurer, Secretary, on this _____, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract

Addenda Numbers Received:

1

2

3

AUTHORIZED SIGNATURE: Kristy Fuentes

PRINTED NAME OF ABOVE: Kristy Fuentes

TITLE OF ABOVE: Vice President, Treasurer, Secretary

COMPANY NAME: DRC Emergency Services, LLC.

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

STATE OF Louisiana )

SS

COUNTY OF Jefferson Parish )

On this 24th day of November, 2024 , before me, the undersigned authority, personally appeared Kristy Fuentes, to me known to be the individual described in and who executed the foregoing instrument as Vice President, Treasurer, Secretary of DRC Emergency Services, LLC., a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

Please see Corporate Resolution on pages 6-7.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Kristy Fuentes am the *(title)* Vice President, Treasurer, Secretary and the duly authorized representative of the firm of *(Firm Name)* DRC Emergency Services, LLC. whose address is 111 Veterans Blvd. Suite 1420 Metairie, LA 70005, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: DRC Emergency Services, LLC.

Printed Name: Kristy Fuentes

Signature: _____ Title: Vice President, Treasurer, Secretary

Date: _____

STATE OF Louisiana
COUNTY OF Jefferson Parish

**The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online** notarization, this 11/21/24 *(date)* by Kristy Fuentes *(name of officer or agent, title of officer or agent)*, of DRC Emergency Services, LLC. *(name of corporation acknowledging)*, a Alabama *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ *(type of identification)* as identification.

_____
NOTARY PUBLIC

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

My Commission Expires: _____

# FORMS

FIRM PROFILE

1. Firm (or joint venture) Name & Address

DRC Emergency Services, LLC.

111 Veterans Blvd. Suite 1420

Metairie, LA 70005

1e. Licensed to do business in the State of Florida
__✓__ Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Kristy Fuentes
Vice President, Treasurer, Secretary
(888) 721-4372

1a. Firm is __✓__ National ____ Regional ____ Local

FEIN # 63-1283729

1b. Firm is a County Certified Small Business ____ Yes ___✓___ No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes ___✓___ No

1d. Firm is a Certified Minority Business _____ Yes ___✓___No

1g. Address of office to perform work, if different from Item 1

6809 SW 12th St

Miami, FL 33144

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

Evan Fancher - Regional Manager
Joe Newman - Operations Manager
Kristy Fuentes - Administration Manager
Taylor Jumonville - Certified Arborist
Scott Matthews - Project Manager
Sam Dancer - Safety Officer

*We have additional personnel available as the project dictates Number of crews will be determined at the time of the event

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

n/a

3a. Has this joint venture previously worked together? ____ Yes ____ No

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:** DRC Emergency Services, LLC.

1. PROJECT: Debris Clearance and Removal Services DATE: 10/7/2022 to 11/7/2022

   LOCATION: City of Bradenton, Florida

OWNER REPRSENTATIVE: Name: Craig Keys

Title: Public Works Section Manager

Email: craig.keys@bradentonfl.gov

2. PROJECT: Debris Management Services DATE: 10/14/2024 to Present

   LOCATION: City of Manatee, Florida

OWNER REPRSENTATIVE: Name: Chris Collins

Title: Deputy Director of Utilities

Email: chris.collins@mymanatee.org

3. PROJECT: Flood Debris Removal DATE: 6/19/2024 to 6/21/2024

   LOCATION: City of Hallandale Beach, Florida

OWNER REPRSENTATIVE: Name: Jeff Odoms

Title: Director of Public Works

Email: jodoms@hallandalebeachfl.gov

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract.

2. This sworn statement is submitted by DRC Emergency Services, LLC. (entity submitting sworn statement), whose business address is 111 Veterans Blvd. Suite 1420 Metairie, LA 70005 and its Federal Employer Identification Number (FEIN) is 63-1283729. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Kristy Fuentes (please print name of individual signing), and my relationship to the entity named above is Vice President, Treasurer, Secretary.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

11/24/2024
(Date)

STATE OF Louisiana

COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me this 24th Day of November, 2024, by Kristy Fuentes - Vice President, Treasurer, Secretary, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Cary Des Roches
Notary Public, State at large
My Commission Expires: _____

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Kristy Fuentes - Vice President, Treasurer, Secretary
Printed Name

DRC Emergency Services, LLC.
Bidder Name

12/9/2024
Date

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name: Lisa Garcia Walsh

Typed name: Kimberly Esteves

**BIDDER:**

By: _____

Name: Kristy Fuentes

Title: Vice President, Treasurer, Secretary

STATE OF Louisiana

COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11/26/2024 (*date*) by Kristy Fuentes - Vice President, Treasurer, Secretary who is personally known to me or who has produced _____ as identification.

My commission expires:

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

_____
NOTARY PUBLIC

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

**SIGNATURE**

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Kristy Fuentes, Vice President, Secretary, and Treasurer | 12/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Louisiana

COUNTY OF Jefferson Parish

Before me, the undersigned authority, personally appeared Kristy Fuentes, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by DRC Emergency Services, LLC, (entity submitting sworn statement), whose business address is 111 Veterans Blvd. Suite 1420 Metairie, LA 70005, and its Federal Employer Identification Number (FEIN) is 63-1283729. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is Kristy Fuentes (please print name of individual signing), and my relationship to the entity named above is Vice President, Treasurer, Secretary, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of DRC Emergency Services, LLC., (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

Kristy Fuentes - Vice President, Treasurer, Secretary

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF Louisiana

COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 11/20/24 (*date*) by Kristy Fuentes (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of DRC Emergency Services (*name of company acknowledging*), a Alabama (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

NOTARY PUBLIC

MARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FORE GOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS
Lisa Garcia Walsh - Contracts Manager

12/9/2024
DATE

CONTRACTOR
Kristy Fuentes - Vice President, Treasurer, Secretary

CITY OF PLANTATION

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A - Bid Bond

CONTRACTOR:
Name: DRC Emergency Services, LLC
Legal Status: LLC
Address: 111 Veterans Memorial Blvd., Suite 1420, Metairie, LA 70005

SURETY:
Name: Travelers Casualty and Surety Company of America
Legal Status: Corporation
Principal place of Business: One Tower Square, Hartford, CT 06183

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of the Greatest Amount Bid 5% G.A.B.

PROJECT:
RFSP No. 001-25, Disaster Debris Management and Removal Services - Term Contract , City of Plantation Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

DRC Emergency Services, LLC
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) David T. Miclette

Travelers Casualty and Surety Company of America
(Name of Surety)

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T MICLETTE** of **HOUSTON**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **December**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

# PUBLIC CONSTRUCTION BOND

**TO BE RETURNED WITH PROPOSAL**

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

# PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of _____(Phone:_____), as Principal and _____, a corporation, having a principal street address of _____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated_____, 20___, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20 .

_____
(Name of Principal)

By: (As Attorney in Fact)

_____
(Name of Surety)

## FEMA REQUIREMENTS

Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: DRC Emergency Services, LLC.

By (sign): _____

Print Name: Kristy Fuentes - Vice President, Treasurer, Secretary

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was **acknowledged before me by means of □ physical presence or □ online notarization, this** _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of*

*officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF Louisiana

COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11/7/24 (*date*) by Kristy Fuentes (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of DRC Emergency Services, LLC (*name of company acknowledging*), a Alabama (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____

NOTARY PUBLIC

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name:** DRC Emergency Services, LLC. **Date:** 12/9/2024

**Base Proposal Total:** $12,753,110.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Disadvantaged Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Certificate of Insurance Requirements Form

☑ Bid Bond

☑ Forms A-1 & Firm Profile

☑ References

☑ Drug Free Workplace Form

☑ FEMA Requirements

☑ Public Construction Bond

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: Kristy Fuentes Printed Name: Kristy Fuentes - Vice President, Treasurer, Secretary

Plantation
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# ADDENDUM NO. 1

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 1, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

Kristy Fuentes - Vice President, Treasurer, Secretary

DRC Emergency Services, LLC.

# REVISED BID/PROPOSAL FORM

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* _____

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost | Extended Cost |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | | |
| Crash Truck w/Impact Attenuator | 70 | HRS | | |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | | |
| Dump Truck, 16 +/- CY | 70 | HRS | | |
| Dump Truck, 20 +/- CY | 70 | HRS | | |
| Dump Truck, 38 +/- CY | 70 | HRS | | |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | | |
| Generator, 200 kW, List kW Capacity | 70 | HRS | | |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | | |
| Light Plant with Fuel and Support | 140 | HRS | | |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | | |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | | |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | | |
| Kunckleboom Loader | 140 | HRS | | |
| Lowboy Trailer w/ Tractor | 70 | HRS | | |
| Mobil Crane up to 15 Ton | 70 | HRS | | |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | | |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | | |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | | |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | | |
| Truck, Flatbed | 70 | HRS | | |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | | |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | | |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | | |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | | |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | | |
| **Equipment with Operator Grand Total Extended Price:** | | | | |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | | |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | | |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | | |
| Laborer w/ Chainsaw and Gear | 140 | HRS | | |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | | |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | | |
| **Grand Total** | | | | |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | | |
| | | | | |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work | 100,000 | CY | | |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | | |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | | |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | | |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | | |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | | |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | | |
| | | | | |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |

| | | | | |
|---|---|---|---|---|
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | | |
| 13 inch to 24.99 inch diameter | 70 | EACH | | |
| 25 inch to 36.99 inch diameter | 10 | EACH | | |
| 37 inch to 48.99 inch diameter | 10 | EACH | | |
| 49 inch and larger diameter | 5 | EACH | | |
| Hanger Removal (per Tree) | 1900 | TREE | | |
| | | | | |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | | |
| 37 inch to 48.99 inch diameter | 15 | EACH | | |
| 49 inch and larger diameter | 1 | EACH | | |
| | | | | |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | | |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | | |
| Ancillary Options - These Items are not included in the Price Evaluation | | | | |
| | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | | |
| | | | | |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | | |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | | | |
| Single Axle | 10 | | | |
| Double Axle | 10 | | | |

| | | | | |
|---|---|---|---|---|
| | | | | |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | | |
| | | | | |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **GRAND TOTAL** | | | | |

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

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# ADDENDUM NO. 2

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 22, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS:**

**Question No. 1** – Please provide me with the members of the evaluation committee for RFSP NO. 001-25 and their positions at the city

**Response No. 1 –** Matthew Thompson, Public Works Director (1- Chair),
Melissa Doyle, Division Manager, City of Fort Lauderdale (2), Danny Pollio, Utilities Director (3)

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____
Kristy Fuentes - Vice President, Treasurer, Secretary
DRC Emergency Services, LLC.

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# ADDENDUM NO. 3

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

**QUESTIONS AND ANSWERS:**

**Question No. 1** When was the last time the City had a contract activation for Debris Removal? How many CYs were removed?

**Response No.1** Last debris activation, Irma (4337) – total value of Cat A (debris removal) was $18,468,692.45.

**Question No. 2** Has the city determined which landfill(s) can be used? If so, please provide locations.

**Response No. 2** City is a party to Broward County ILA; additionally, City has an agreement with Bergeron Emergency Services

**Question No. 3** Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

**Response No. 3** See Scope of Services Section 2.1 (Contract Period) on page 27 of the solicitation

**Question No. 4** Can the City provide which contractor held the previous or holds the current contract for the services requested in this solicitation with pricing?

**Response No. 4** **a.** Bergeron Emergency Services_ Secondary Contractor (See attached latest Amendment)

b. Crowder-Gulf Joint Venture, Inc_ Primary Contractor (See attached latest Amendment)

c. T.F.R. Enterprises, Inc dba T.F.R, Inc of Texas Tertiary

**Question No. 5** Will there be a public bid opening? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?

**Response No. 5** The City will have a public bid opening. However, at this time the City is not offering a virtual option. Only the name of the Proposer(s) will be read into record during the public proposal opening

**Question No. 6** How does the City/Town/County want us to calculate the $ amount for the bid bond? Or will listing "5% of the full amount of bid" on the bid bond be acceptable?

**Response No. 6** Listing 5% of the full amount of bid" on the bid bond would be acceptable.

**Question No. 7** The scope of work dictates that the debris resulting from the removal of hazardous trees and hanging limbs will have a unit rate per tree which includes hauling the resulting debris to DMS or final disposal site. This would require collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. If there is a major event, collection trucks will be more efficiently used if they could travel the ROW and pick up ALL debris rather than skipping piles and only following the tree crew. This also means that all resulting debris will have to be staged separately at the DMS to ensure no comingling of debris is allowed. There will be a need for additional equipment to manage the site segregated for hazardous tree work or there will be lost time in moving equipment between the two areas. Limited Debris Management Sites, their size and locations often make this scenario extremely difficult. The typical method is to price hazardous trees and hanging limbs as a "cut only" rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?

**Response No. 7** The City's interest is in ensuring appropriate documentation is available for FEMA. If vendor can meet that requirement, we will review the scope.

**Question No. 8** Does the City/County have a monitoring firm contracted? If so, which monitoring firm?

**Response No. 8**This City currently has a monitoring contract with Tetra Tech Inc. However, we are currently of soliciting for these services. This solicitation is currently posted on Demand Star, RFSP No. 002-25.

**Question No. 9** Will the City allow respondents to provide their own Corporate Resolution document in lieu of the City provided form?

**Response No. 9** Yes.

**Question No. 10** Can the City confirm that 2 separate signed letters (Transmittal letter and Introductory Letter) are required with the proposal submittal?

**Response No. 10** The transmittal letter and introduction are not the same, they are both needed as per the sections on the pages you quoted.

**Question No. 11** The Emergency Road Clearance line item on the pricing sheet (below) has 100,000 CY. Should this line item be 72 hours and UOM Hourly? 2.Also, should this line item be moved above and included in the grand total for hourly pricing?

**Response No. 11** This has been updated to HOURLY. See revised bid form attached.

**Question No. 12** The Abandoned Vehicle Removal line items do not have a UOM. Should these be by the Each?

**Response No. 12** See revised bid form attached.

**Question No. 13** The ROW White Goods Debris on the price sheet (below) indicates at the bottom: Ancillary Options – These Items are not included in the Price Evaluation. Does this mean that the two-line items below are not included in the price evaluation?

**Response No. 13** See revised bid form attached. Ancillary options will not be evaluated.

**Question No. 14** Also, does the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers?

**Response No. 14** See section 4.4.10 of the Scope of Services

**Question No. 15** Can the City confirm that the Grand Total on the last page of the price sheet should include the total of the line items starting with Vegetative Debris (section 4.4.2) through Dead Animal Carcasses (section 4.4.14)?

**Response No. 15** See revised bid form attached. Grand Total on the last page of the price sheet should include all sub totals of all line items with the exception of Ancillary items.

**Question No. 16** Can the City clarify how the pricing will be evaluated? I.e. - does the City intend on adding up all extended cost (including hourly) to get a total figure to compare against other Proposers?

**Response No. 16** The City will utilize the Grand Total to calculate the score as it pertains to pricing.

**Question No. 17** Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals.

**Response No. 17** This information is not currently available but a Notice will be posted on Demandstar website with this information once the City determines a date and time.

**Question No. 18** When will intent to award be made and how will it be communicated to proposers?

**Response No. 18** Intent to award will be publicly published via a City Council memorandum and it will be the reasonability of the Contractor(s)/Proposer(s) to monitor the City's public meetings

**Question No. 19** The Solicitation is asking for a public construction bond relating to improvements within 15 calendar days after contract signing. Would the City consider accepting a payment and performance bond in lieu of a public construction bond? In addition, these types of bonds are a hard cost for the Contractors to be paid on a contract that may not get activated. Would the City consider changing this requirement for this bond to be submitted within ten (10) days of receiving a notice to proceed?

**Response No. 19** Performance and/or Payment bond within 15 calendar days after contract signing is acceptable.

**Question No. 20** Page 10, Paragraph 20 indicates that awarded proposers may permit any municipality or other governmental agency to participate in this contract. Does the City have Memorandums of Understanding (MOU) or Mutual Aid agreements in place with other municipalities or other governmental agencies that allows the use of this contract to be utilized by those entities? If so, which ones?

**Response No. 20** No. The City does not have Memorandums of Understanding (MOU) or Mutual Aid agreements in place.

**Question No. 21** When was the last event that impacted the City which required activation and performance by the City's disaster debris contractor?

**Response No. 21** Last debris activation, Irma.

**Question No. 22** How many cubic yards was collected during that event?

**Response No. 22** Dollar value $18,468,692.45.

**Question No. 23** With a five-year contract term, will annual cost adjustments be permitted under the U.S. Bureau of Labor Statistics Consumer Price Index, Southeast Region (Miami, Ft. Lauderdale, West Palm Beach)?

**Response No. 23** See Scope of Services Section 2 "Contract Period"

**Question No. 24** Page 51 of the solicitation states "The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida." Can the City please confirm if "municipal clients" generally refers to all governmental entities (e.g., cities, counties, districts, etc.)?

**Response No. 24** Yes. Municipal clients generally refer to all governmental entities (e.g., cities, counties, districts, etc.)

**Question No. 25** Emergency Road Clearance (based on Section 4.4.1)- This is typically immediately following the event to open the roads for safe passage and removing hazards. The pricing sheet has an estimated quantity and a unit of measure of cubic yards. This work is typically done and reimbursed using the hourly Personnel and Equipment pricing. This work is moving the debris blocking the ROW to the side to make the roads passable. The debris is later picked up by unit pricing. Since this Emergency work involved no measurement, it would be unable to be paid by the cubic yard. Would the City please remove this line item?

**Response No. 25** No, the line item will not be removed. See revised bid form attached.

**Question No. 26** Removal of Debris from City Parks and Facilities (based on Section 4.4.4)- This item states the removal of trees is included, but there is not a specific line item for Leaners, Hangers and Stumps on Parks and Facilities. Please clarify if the removal of leaners, hangers and stumps from parks and facilities will invoice the same rates for leaners, hangers and stump removal included in the pricing sheet for the CITY ROW rates.

**Response No. 26** Costing should be provided as requested in section 4.4.8. Leaners, hangers and stumps from parks and facilities will be invoiced at the same rates for leaners, hangers and stump removal included in the pricing sheet for the CITY ROW rates.

**Question No. 27** ROW White Goods Debris Removal (based on Section 4.4.10)- The description included the statement "Ancillary Options - These Items are not included in the Price Evaluation" Does this mean the White Goods only should not be included in the Grand Total?

**Response No. 27** See revised bid form attached. Ancillary Options should not be included in the Grand Total?

**Question No. 28** Other Debris Removal (based on Section 4.4.15)- Section 4.4.15 relates to the Contractor and Sub-Contractor not being allowed to accept other work from private citizens or others in the work area during the term. Any contractor performing other debris removal would be dismissed from working on the project. Please confirm what response is being requested to be provided. Should we leave this blank or simply confirm the understanding of Section 4.4.15?

**Response No. 28** This term is accepted once you submit a proposal.

Plantation
the grass is greener

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

Kristy Fuentes - Vice President, Treasurer, Secretary

DRC Emergency Services, LLC.

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* _____

| **Equipment with Operator** | **Estimated Quantity** | **UOM** | **Unit Cost $** | **Extended Cost $** |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | | |
| Crash Truck w/Impact Attenuator | 70 | HRS | | |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | | |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | | |
| Dump Truck, 16 +/- CY | 70 | HRS | | |
| Dump Truck, 20 +/- CY | 70 | HRS | | |
| Dump Truck, 38 +/- CY | 70 | HRS | | |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | | |
| Generator, 200 kW, List kW Capacity | 70 | HRS | | |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | | |
| Light Plant with Fuel and Support | 140 | HRS | | |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | | |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | | |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | | |
| Kunckleboom Loader | 140 | HRS | | |
| Lowboy Trailer w/ Tractor | 70 | HRS | | |
| Mobil Crane up to 15 Ton | 70 | HRS | | |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | | |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | | |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | | |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | | |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | | |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | | |
| Truck, Flatbed | 70 | HRS | | |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | | |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | | |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | | |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | | |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | | |
| **Equipment with Operator Extended Price:** | | | | |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | | |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | | |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | | |
| Laborer w/ Chainsaw and Gear | 140 | HRS | | |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | | |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | | |
| **Schedule 1 Extended Price:** | | | | |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | | |
| **Crew Category Extended Price:** | | | | |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | | |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | | |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | | |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | | |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | | |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | | |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | | |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | | |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | | |
| 13 inch to 24.99 inch diameter | 70 | EACH | | |
| 25 inch to 36.99 inch diameter | 10 | EACH | | |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | | |
| 49 inch and larger diameter | 5 | EACH | | |
| Hanger Removal (per Tree) | 1900 | TREE | | |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | | |
| 37 inch to 48.99 inch diameter | 15 | EACH | | |
| 49 inch and larger diameter | 1 | EACH | | |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | | |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | | |
| **Schedule 2 Extended Price:** | | | | |
| | | | | |
| **GRAND TOTAL** | | | $ | |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | | |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | | |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | | |
| Single Axle | 10 | EACH | | |
| Double Axle | 10 | EACH | | |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | | |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

# REVISED BID/PROPOSAL FORM

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

# AMENDMENT

## FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND CROWDER-GULF JOINT VNTURE, INC. FOR EMERGENCY DEBRIS MANAGEMENT

**THIS FOURTH AMENDMENT** to Agreement dated this 1 day of May, 2024, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**CROWDER-GULF JOINT VENTURE, INC.**
a Florida Corporation
5629 Commerce Blvd E
Mobile, AL 36619
(Hereinafter referred to as "CONTRACTOR")

**WHEREAS,** on June 26, 2017, CITY entered into an Agreement with CONTRACTOR for Emergency Debris Management; and

**WHEREAS,** the initial term of this Agreement was for five (5) years from June 1, 2017; and

**WHEREAS,** Amendment No. 1 was executed on June 11, 2018 and provided for additional terms and conditions to be included into the original Agreement; and

**WHEREAS,** Amendment No. 2 was executed on March 12, 2022, and the parties exercised its first option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** Amendment No. 3 was executed on May 31, 2023, and the parties exercised its second option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** the CITY has determined that the CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the third of five (5) one (1) year renewal options pursuant to Article 3 (Contract Time) of the Agreement extending the agreement to May 31, 2025 under the same terms and conditions; and

**WHEREAS,** both parties concur with amending the Agreement to extend the term of the Agreement through May 31, 2025.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, CITY and CONTRACTOR other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

**SECTION 1. RECITALS**

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

**SECTION 2. TERM**

The term of this Agreement shall be extended through May 31, 2025.

**SECTION 3. COMPENSATION/PAYMENTS**

Exhibit "A" Compensation/Payments, attached hereto and incorporated herein. The rates have been increased by 3%.

**SECTION 4. PUBLIC AGENCY CONTRACTING**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the CONTRACTOR, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a CONTRACTOR or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a CONTRACTOR enters into a contract with a CONTRACTOR, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a

CONTRACTOR under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

**SECTION 5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTER**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR was a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body did not give any preference to the CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests

**SECTION 6. COMPLIANCE WITH FOREIGN ENTITY LAWS**

**This section is hereby incorporated into this Agreement by execution of this Amendment**

By entering into this Agreement CONTRACTOR is hereby attesting the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes).

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes).

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

**SECTION 7.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 8.** This Third Amendment shall be effective June 1, 2024.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND CROWDER-GULF JOINT VENTURE, INC. have signed this Agreement in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
~~Nick Sortal, Mayor~~ Jason Nunemaker

As to Procurement: _____
Charles Spencer, Procurement Director

CITY OF PLANTATION • Organized April 30, 1953 • Broward County • Florida

Signed, Sealed in the presence of:

(Corporate Seal)

CROWDER-GULF JOINT VENTURE, INC.,
a Florida Corporation

By: _____
Ashley Ramsay-Naile, President

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of April, 2024, by Ashley Ramsay-Naile as President for Crowder Gulf Joint Venture Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____
Print Name: Kerrie Noll

State of ~~Florida~~ Alabama at Large (Seal)
My commission expires: 8-15 2026

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

# EXHIBIT "A"
# COMPENSATION/PAYMENTS

# CITY OF PLANTATION
# EMERGENCY DEBRIS MANAGEMENT

## ITB NO. 010-17

| ITEM | DESCRIPTION | BID QUANTITY | UNIT | Pricing 2023-2024 | Pricing 2024-2025 | Notes |
|---|---|---|---|---|---|---|
| 1 | Mobilization and Demobilization | 1 | LUMP | $ - | $ - | |
| 2 | Emergency Road Clearance | 1 | PER HOUR | $ 298.70 | $ 307.66 | |
| 3 | Debris Removal from water bodies (bays, rivers, streams, canals, lakes) | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 4 | Debris Removal from Private Property (Right-of Entry Program) and Public Owner Property (other than Right-of-Way | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 5 | Leaning Trees/Hanging Lib/Tree-Off Program | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 6 | Disaster event Generated Hazardous Waste Abatement; Biohazardous Waste Abatement | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 7 | Debris Removal from Public Property (Right-of-Way) and hauling to temporary Debris Storage and Reduction Site | 1 | PER CUBIC YARD | $ 8.24 | $ 8.49 | |
| 8 | Management of TDSRS | 1 | PER CUBIC YARD | $ 1.24 | $ 1.28 | |
| 9 | Debris Removal from Temporary Debris Storage and reduction Site (TDSRS) and Hauling to Final Disposal | 1 | PER CUBIC YARD | $ 4.84 | $ 4.99 | Note 1 |
| 10 | Debris Removal from Public Property (Right of Way) and hauling directly to Final Disposal Site. | 1 | PER CUBIC YARD | $ 8.50 | $ 8.76 | |
| 11 | Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site | 1 | PER CUBIC YARD | $ 2.68 | $ 2.76 | |
| 12 | Processing (Buring) of Debris at TDSRS or Final Disposal Site | 1 | PER CUBIC YARD | $ 2.06 | $ 2.12 | |

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| 13 | **Eligible ROW Vegetative Debris Removal:** Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved TDSR site or County designated final disposal site | 1 | PER CUBIC YARD | $ 8.24 | $ 8.49 | |
| 14 | **Eligible ROW C & D or MSW Debris Removal**: Work consists of the collection and transportation of Eligible C & D or MSW debris on the ROW to a County approved TDSR site or County designated final disposal site | 1 | PER CUBIC YARD | $ 8.24 | $ 8.49 | |
| 15 | **Eligible Demolition, Removal and Transportation of Structures:** Work consists of the demolition or Eligible Structures on public or private property and hauling the resulting debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 11.33 | $ 11.67 | |
| 16 | **Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site:** Work consists of loading and transporting reduced Eligible disaster related debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 4.84 | $ 4.99 | Note 1 |
| 17 | **Removal of Eligible Hazardous Trees and Limbs:** Work consist of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Element 1, Eligible ROW Vegetative Debris Removal | | | | | |
| | 6 inches to 12.99-inch diameter | 1 | PER TREE | $ 30.90 | $ 31.83 | |
| | 13 inches to 24.99-inch diameter | 1 | PER TREE | $ 72.10 | $ 74.26 | |
| | 25 inches to 36.99-inch diameter | 1 | PER TREE | $ 128.75 | $ 132.61 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 37 inches to 48.99-inch diameter | 1 | PER TREE | $ 175.10 | $ 180.35 | |
| | 49 inch and larger diameter | 1 | PER TREE | $ 309.00 | $ 318.27 | |
| | Hangar Removal (per tree) | 1 | PER TREE | $ 77.25 | $ 79.58 | |
| | | | | | | |
| 18 | **Removal of Eligible Hazardous Stumps:** Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved TDSR site or County designated Final Disposal Site. Contractor to backfill all stump holes. | | | | | |
| | 24 inches to 36.99-inch diameter | 1 | PER STUMP | $ 133.90 | $ 137.92 | |
| | 37 inches to 48.99-inch diameter | 1 | PER STUMP | $ 247.20 | $ 254.62 | |
| | 49 inches to larger diameter | 1 | PER STUMP | $ 309.00 | $ 318.27 | |
| | | | | | | |
| 19 | **Eligible Household Hazardous Waste Removal, Transport and Disposal.** Work consists of the removal, transportation and disposal of Eligible household hazardous waste (HHW). County to designate specific materials to be collected as part of the HHW program. | 1 | PER LB | $ 5.15 | $ 5.30 | |
| | | | | | | |
| 20 | **Eligible Abandoned Vehicle Removal:** Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to a County approved staging area. | 1 | PER UNIT | $ 206.00 | $ 212.18 | |
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| 21 | **Eligible ROW White Goods Debris Removal (with Refrigerant):** Work consists of the removal of Eligible White Goods from the ROW to be designated City approved TDSR site. Contractor shall be responsible for recovering / disposing refrigerants as required by law as well as unit decontamination in a contained area. | 1 | PER UNIT | $ 61.80 | $ 63.65 | |
| | | | | | | |
| 22 | **Eligible E-waste Item Removal**: Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 1 | PER UNIT | $ 61.80 | $ 63.65 | |
| | | | | | | |
| 23 | **Eligible Dead Animal Carcasses**: Work consists of the recovery and disposal of dead animal carcasses. | 1 | PER LB | $ 0.52 | $ 0.54 | |
| | | | | | | |
| | **HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE (Equipment Type with Operator)** | | | | | |
| 24 | Air Curtain Burner, self-contained system | 1 | PER HOUR | $ 66.95 | $ 68.96 | |
| 25 | JD 544 Wheel Loader with Debris Grapple (or equivalent) | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 26 | JD 644 Wheel Loader with Debris Grapple (or equivalent) | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 27 | Extendaboom Forklift with Debris Grapple | 1 | PER HOUR | $ 66.95 | $ 68.96 | |
| 28 | 30-50 Horsepower Farm Tractor with box blade or rake | 1 | PER HOUR | $ 46.35 | $ 47.74 | |
| 29 | 2- 2 1/2 cu.yd Articulated Loader with Bucket | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 30 | 3-4 cu. Yd Articulated Loader with Bucket | 1 | PER HOUR | $ 108.15 | $ 111.39 | |

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| 31 | JD 648E Log skidder, or equivalent | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 32 | CAT 125- 140HP Motor Grader | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 33 | Rubber Tire Excavator with Debris Grapple | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 34 | Knuckle boom with Debris Grapple | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 35 | Self-Loader Scraper Cat 623 or equivalent | 1 | PER HOUR | $ 154.50 | $ 159.14 | |
| 36 | Hand Fed Debris Grinder | 1 | PER HOUR | $ 51.50 | $ 53.05 | |
| 32 | 300-400 Tub Grinder | 1 | PER HOUR | $ 360.50 | $ 371.32 | |
| 37 | 800-1,000 HP Diamond Tub Grinder | 1 | PER HOUR | $ 515.00 | $ 530.45 | |
| 38 | 30 Ton Crane | 1 | PER HOUR | $ 154.50 | $ 159.14 | |
| 39 | 50 Ton Crane | 1 | PER HOUR | $ 206.00 | $ 212.18 | |
| 40 | 100 Ton Crane | 1 | PER HOUR | $ 257.50 | $ 265.23 | |
| 41 | Power Screen | 1 | PER HOUR | $ 36.05 | $ 37.13 | |
| 42 | Stacking Conveyor | 1 | PER HOUR | $ 41.20 | $ 42.44 | |
| 43 | 6Wheel Drive Heavy Off-Road Trucks | 1 | PER HOUR | $ 133.90 | $ 137.92 | |
| 44 | Bobcat Skid Loader with Debris Grapple | 1 | PER HOUR | $ 72.10 | $ 74.26 | |

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|---|---|---|---|---|---|---|
| 45 | Bobcat Skid Loader with street sweeper | 1 | PER HOUR | $ 72.10 | $ 74.26 | |
| 46 | Bobcat Loader | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 47 | 50' Bucket Truck | 1 | PER HOUR | $ 113.30 | $ 116.70 | |
| 48 | Crash Truck with impact attenuator | 1 | PER HOUR | $ 49.44 | $ 50.92 | |
| 49 | Dozer, Tracked, D4 or equivalent | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 50 | Dozer, Tracked, D6 or equivalent | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 51 | Dozer, Tracked, D7 or equivalent | 1 | PER HOUR | $ 123.60 | $ 127.31 | |
| 52 | Dump Truck, 10 CY – 17 CY | 1 | PER HOUR | $ 36.05 | $ 37.13 | |
| 53 | Dump Truck, 18 CY – 20 CY | 1 | PER HOUR | $ 56.65 | $ 58.35 | |
| 54 | Dump Truck, 21 CY – 30 CY | 1 | PER HOUR | $ 69.01 | $ 71.08 | |
| 55 | Dump Truck, 31 CY - 60 CY | 1 | PER HOUR | $ 87.55 | $ 90.18 | |
| 56 | Dump Truck, 61 CY - 80 CY | 1 | PER HOUR | $ 92.70 | $ 95.48 | ** |
| 57 | Generator, 16 to 100 kW, list kW capacity **16kW | 1 | PER HOUR | $ 41.20 | $ 42.44 | ** |
| 58 | Generator, 210 – 350 kW, list kW capacity **210kW | 1 | PER HOUR | $ 72.20 | $ 74.26 | ** |
| 59 | Generator, 1,100 -2,500 kW, list kW capacity **1100kW | 1 | PER HOUR | $ 231.75 | $ 238.71 | |

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|---|---|---|---|---|---|---|
| 60 | Light Plant with Fuel and support | 1 | PER HOUR | $ 16.48 | $ 16.97 | |
| 61 | Grader with 12" blade | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 62 | Hydraulic Excavator, 1.5 CY | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 63 | Hydraulic Excavator, 2.5 CY | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 64 | Knuckle boom Loader | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 65 | Lowboy Trailer with Tractor | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 66 | Mobile Crane up to 15 Ton | 1 | PER HOUR | $ 128.75 | $ 132.61 | |
| 67 | Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) 60 HP | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 68 | Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) 200HP | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 69 | Vac Truck (mist capacity), list capacity | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 70 | Pickup Truck, .5 Ton | 1 | PER HOUR | $ 30.90 | $ 31.83 | |
| 71 | Skid-Steer Loader, 1,000 LB capacity | 1 | PER HOUR | $ 25.75 | $ 26.52 | |
| 72 | Skid-Steer Loader, 2,000 LB capacity | 1 | PER HOUR | $ 30.90 | $ 31.83 | |
| 73 | Tub Grinder, 800 to 1,000 HP | 1 | PER HOUR | $ 515.00 | $ 530.45 | |
| 74 | Track Hoe with Debris Grapple – John Deere or equivalent | 1 | PER HOUR | $ 103.00 | $ 106.09 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 75 | Track Hoe with bucket & thumb | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 76 | Rubber Tire Backhoe with bucket and hoe | 1 | PER HOUR | $ 51.50 | $ 53.05 | |
| 77 | Rubber Tire Track Hoe with Debris Grapple | 1 | PER HOUR | $ 108.15 | $ 111.31 | |
| 78 | Truck, Flatbed | 1 | PER HOUR | $ 47.38 | $ 48.80 | |
| 79 | 4 Wheel Drive Lift | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 80 | Water Truck (non-potable, dust control and pavement maintenance) | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 81 | Wheel Loader, 2.5 CY, 950 or similar | 1 | PER HOUR | $ 92.70 | $ 95.48 | |
| 82 | Wheel Loader, 3.5 – 4.0 CY, 966 or similar | 1 | PER HOUR | $ 103.00 | $ 106.09 | |
| 83 | Wheel Loader, 4.5CY, 980 or similar | 1 | PER HOUR | $ 113.00 | $ 116.70 | |
| 84 | Wheel Loader – Backhoe, 1.0 – 1.5 CY | 1 | PER HOUR | $ 70.04 | $ 72.14 | |
| | | | | | | |
| | **LABOR CATEGORY** | | | | | |
| 85 | Operations Manager with cell phone and pickup | 1 | PER HOUR | $ 61.80 | $ 63.65 | |
| 86 | Crew Foreman with cell phone and pickup | 1 | PER HOUR | $ 49.44 | $ 50.92 | |
| 87 | Tree Climber with chainsaw and gear | 1 | PER HOUR | $ 92.70 | $ 95.48 | |

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|---|---|---|---|---|---|---|
| 88 | Laborer with chainsaw | 1 | PER HOUR | $ 30.90 | $ 31.83 | |
| 89 | Laborer with small tools, Traffic Control or Flag person | 1 | PER HOUR | $ 28.84 | $ 29.71 | |
| 90 | Bonded and Certified Security Personnel | 1 | PER HOUR | $ 32.96 | $ 33.95 | |
| | | | | | | |
| | **CREW CATEGORY** | | | | | |
| 91 | Wheel Loader, 2.5 CY, 950 or similar with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) Laborers with small tools | 1 | PER HOUR | $ 247.20 | $ 254.62 | |
| | | | | | | |
| | **REMOVAL OF DEBRIS FROM ANY TEMPORARY DEBRIS STORAGE SITE WITH CITY OF PLANTATION** | | | | | |
| 92 | Mixed Debris and C & D | 1 | PER YARD | $ 8.24 | $ 8.49 | |
| 93 | Mixed Debris and C & D | 1 | PER TON | $ 18.54 | $ 19.10 | |
| 94 | Yard Waste Debris | 1 | PER YARD | $ 8.24 | $ 8.49 | |
| 95 | Yard Waste Debris | 475 | PER TON | $ 18.54 | $ 9,072.50 | |
| | | | | | | |
| 96 | Cost for hauling in excess of 20 miles per cubic yard per mile | 1 | PER CUBIC YARD-PER MILE | $ 0.09 | $ 0.09 | |
| | | | | | | |
| Note 1 | All unit costs provided above shall include a hauling distance of 20 miles. | | | | | |

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|---|---|---|---|---|---|---|
| Note 2 | The City of Plantation shall be responsible for Tipping Fee at final disposal site(s) | | | | | |
| | | | | 2023-2024 | 2024-2025 | |
| PRICING | | | | $ 19,200.28 | $ 19,778.15 | |

**Note 1: This price is for hauling debris up to 30 miles. For all miles over 30, add $0.09 cy / mile**

****: Typically, Generators are rented by the day or week rather than by an hourly rate**

# AMENDMENT

## FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND T.F.R. ENTERPRISES, INC. d/b/a T.F.R., Inc. of TEXAS FOR EMERGENCY DEBRIS MANAGEMENT

**THIS FOURTH AMENDMENT** to Agreement dated this 8 day of April, 2024, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**T.F.R. ENTERPRISES, INC. d/b/a T.F.R., Inc. of TEXAS**
a Texas Corporation
601 Leander Drive
Leander, TX 78641
Pembroke Pines, FL 33332
(Hereinafter referred to as "CONTRACTOR")

**WHEREAS,** on August 1, 2017, CITY entered into an Agreement with CONTRACTOR for Emergency Debris Management; and

**WHEREAS,** the initial term of this Agreement was for five (5) years from June 1, 2017; and

**WHEREAS,** Amendment No. 1 was executed on June 8, 2018 and provided for additional terms and conditions to be included into the original Agreement; and

**WHEREAS,** Amendment No. 2 was executed on March 1, 2022, and the parties exercised its first option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** Amendment No. 3 was executed on March 6, 2023, and the parties exercised its second option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** the current Agreement expires on May 31, 2024 with the option to renew this agreement for an additional one (1) year period under the same terms and conditions; and

**WHEREAS,** the CITY has determined that the CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the third of five (5) one (1) year renewal option pursuant to Article 3 (Contract Time) of the Agreement extending the agreement to May 31, 2025 under the same terms and conditions; and

## AMENDMENT

**WHEREAS**, both parties concur with amending the Agreement to extend the term of the Agreement through May 31, 2025.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, CITY and CONTRACTOR other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

**SECTION 1. RECITALS**

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

**SECTION 2. TERM**

The term of this Agreement shall be extended through May 31, 2025.

**SECTION 3. COMPENSATION/PAYMENTS**

Exhibit "A" Compensation/Payments, attached hereto and incorporated herein. The rates remain unchanged from the original executed agreement.

**SECTION 4. PUBLIC AGENCY CONTRACTING**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the CONTRACTOR, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a CONTRACTOR or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a CONTRACTOR enters into a contract with a CONTRACTOR, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

**SECTION 7.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 8.** This Third Amendment shall be effective June 1, 2024.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CITY OF PLANTATION AND T.F.R. ENTERPRISES, INC. d/b/a T.F.R., Inc. of TEXAS have signed this Agreement in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to Procurement: _____
Charles Spencer, Procurement Director

Signed, Sealed in the presence of:

(Corporate Seal)

T.F.R. ENTERPRISES, INC. d/b/a T.F.R., Inc. of Texas
a Texas Corporation

By: _____

Tipton F. Rowland, CEP

STATE OF Texas

COUNTY OF Williamson

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 8th day of April, 2024, by Tipton F. Rowland, as CEO for TFR Enterprises, Inc, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: Tiffany J. Jean

State of Florida at Large (Seal) Texas

My commission expires: January 27, 2026

TIFFANY J. JEAN
Notary Public, State of Te
Comm. Expires 01-27-2
Notary ID 12393381-

# EXHIBIT "A"
# COMPENSATION/PAYMENTS

## CITY OF PLANTATION
## EMERGENCY DEBRIS MANAGEMENT

### ITB NO. 010-17

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 1 | Mobilization and Demobilization | 1 | LUMP | $ -0- | $ -0- |
| 2 | Emergency Road Clearance | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 3 | Debris Removal from water bodies (bays, rivers, streams, canals, lakes) | 1 | PER HOUR | $ 195.00 | $ 195.00 |
| 4 | Debris Removal from Private Property (Right-of EntryProgram) and Publicy Owner Property (other than Right-of-Way | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 5 | Leaning Trees/Hanging Lib/Tree-Off Program | 1 | PER HOUR | $ 115.00 | $ 115.00 |
| 6 | Disaster event Generated Hazardous Waste Abatement; Biohazardous Waste Abatement | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 7 | Debris Removal from Public Property (Right-of-Way) and Hauling to temporary Debris Storage and Reduction Site | 1 | PER CUBIC YARD | $ 7.90 | $ 7.90 |
| 8 | Management of TDSRS | 1 | PER CUBIC YARD | $ 2.35 | $ 2.35 |
| 9 | Debris Removal from Temporary Debris Storage and reduction Site (TDSRS) and Hauling to Final Disposal | 1 | PER CUBIC YARD | $ 5.65 | $ 5.65 |
| 10 | Debris Removal from Public Property (Right of Way) and Hauling directly to Final Disposal Site. | 1 | PER CUBIC YARD | $ 11.75 | $ 11.75 |
| 11 | Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site | 1 | PER CUBIC YARD | $ 1.35 | $ 1.35 |
| 12 | Processing (Burning) of Debris at TDSRS or Final Disposal Site | 1 | PER CUBIC YARD | $ .50¢ | $ .50¢ |
| 13 | **Eligible ROW Vegetative Debris Removal:** Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved TDSR site or County designated final disposal site | 1 | PER CUBIC YARD | $ 11.75 | $ 11.75 |
| 14 | **Eligible ROW C & D or MSW Debris Removal:** Work consists of the collection and transportation of Eligible C & D or MSW debris on the ROW to a County approved TDSR site or County designated final disposal site | 1 | PER CUBIC YARD | $ 11.75 | $ 11.75 |
| 15 | **Eligible Demolition, Removal and Transportation of Structures:** Work consists of the demolition or Eligible Structures on public or private property and hauling the resulting debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 18.00 | $ 18.00 |
| 16 | **Haul-out of Reduced Eligible Debris to a County Designated Final disposal Site:** Work consists of loading and transporting reduced Eligible disaster related debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 5.35 | $ 5.35 |
| 17 | **Removal of Eligible Hazardous Trees and Limbs:** Work consist of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Element 1, Eligible ROW Vegetative Debris Removal | | | | |
| | 6 inch to 12.99 inch diameter | 1 | PER TREE | $ 180.00 | $ 180.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| | 13 inch to 24.99 inch diameter | 1 | PER TREE | $335.00 | $335.00 |
| | 25 inch to 36.99 inch diameter | 1 | PER TREE | $415.00 | $415.00 |
| | 37 inch to 48.99 inch diameter | 1 | PER TREE | $1200.00 | $1200.00 |
| | 49 inch and larger diameter | 1 | PER TREE | $1800.00 | $1800.00 |
| | Hanger Removal (per tree) | 1 | PER TREE | $190.00 | $190.00 |
| 18 | **Removal of Eligible Hazardous Stumps:** Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved TDSR site or County designated Final Disposal Site. Contractor to backfill all stump holes. | | | | |
| | 24 inch to 36.99 inch diameter | 1 | PER STUMP | $100.00 | $100.00 |
| | 37 inch to 48.99 inch diameter | 1 | PER STUMP | $200.00 | $200.00 |
| | 49 inch to larger diameter | 1 | PER STUMP | $250.00 | $250.00 |
| 19 | **Eligible Household Hazardous Waste Removal, Transport and Disposal:** Work consists of the removal, transportation and disposal of Eligible household hazardous waste (HHW). County to designate specific materials to be collected as part of the HHW program. | 1 | PER LB | $ 1.00 | $ 1.00 |
| 20 | **Eligible Abandoned Vehicle Removal:** Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to a [illegible] | 1 | PER UNIT | $50.00 | $50.00 |
| 21 | **Eligible ROW White Goods Debris Removal (with Refrigerant):** Work consists of the removal of Eligible White Goods from the ROW to be designated City approved TDSR site. Contractor shall be responsible for recovering / disposing refrigerants as required by law as well as unit decontamination in a contained area. | 1 | PER UNIT | $ 45.00 | $ 45.00 |
| 22 | **Eligible Ewaste Item Removal:** Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 1 | PER UNIT | $ 5.00 | $ 5.00 |
| 23 | **Eligible Dead Animal Carcasses:** Work consists of the recovery and disposal of dead animal carcasses | 1 | PER LB | $ 1.00 | $ 1.00 |
| | **HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE (Equipment Type with Operator)** | | | | |
| 24 | Air Curtain Burner, self contained system | 1 | PER HOUR | $95.00 | $95.00 |
| 25 | JD 544 Wheel Loader with Debris Grapple (or equivalent) | 1 | PER HOUR | $90.00 | $90.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 26 | JD 644 Wheel Loader with Debris Grapple (or equivalent) | 1 | PER HOUR | $ 130.00 | $ 130.00 |
| 27 | Extendaboom Forklift with Debris Grapple | 1 | PER HOUR | $ 86.00 | $ 86.00 |
| 28 | 30-50 Horsepower Farm Tractor with box blade or rake | 1 | PER HOUR | $ 50.00 | $ 50.00 |
| 29 | 2- 2 1/2 cu.yd Articulated Loader with Bucket | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 30 | 3-4 cu. Yd Articulated Loader with Bucket | 1 | PER HOUR | $ 85.00 | $ 85.00 |
| 31 | JD 648E Log skidder, or equivalent | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 32 | CAT 125- 140HP Motor Grader | 1 | PER HOUR | $ 175.00 | $ 175.00 |
| 33 | Rubber Tire Excavator with Debris Grapple | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 34 | Knuckleboom with Debris Grapple | 1 | PER HOUR | $ 315.00 | $ 315.00 |
| 35 | Self-Loader Scraper Cat 623 or equivalent | 1 | PER HOUR | $ 120.00 | $ 120.00 |
| 36 | Hand Fed Debris Grinder | 1 | PER HOUR | $ 40.00 | $ 40.00 |
| 32 | 300-400 Tub Grinder | 1 | PER HOUR | $ 250.00 | $ 250.00 |
| 37 | 800-1,000 HP Diamond Tub Grinder | 1 | PER HOUR | $ 300.00 | $ 300.00 |
| 38 | 30 Ton Crane | 1 | PER HOUR | $ 1100.00 | $ 1100.00 |
| 39 | 50 Ton Crane | 1 | PER HOUR | $ 200.00 | $ 200.00 |
| 40 | 100 Ton Crane | 1 | PER HOUR | $ 320.00 | $ 320.00 |
| 41 | Power Screen | 1 | PER HOUR | $ 105.00 | $ 105.00 |
| 42 | Stacking Conveyor | 1 | PER HOUR | $ 45.00 | $ 45.00 |
| 43 | 6Wheel Drive Heavy Off Road Trucks | 1 | PER HOUR | $ 240.00 | $ 240.00 |
| 44 | Bobcat Skid Loader with Debris Grapple | 1 | PER HOUR | $ 55.00 | $ 55.00 |
| 45 | Bobcat Skid Loader with street sweeper | 1 | PER HOUR | $ 55.00 | $ 55.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 46 | Bobcat Loader | 1 | PER HOUR | $55.00 | $55.00 |
| 47 | 50' Bucket Truck | 1 | PER HOUR | $285.00 | $285.00 |
| 48 | Crash Truck with impact attenuator | 1 | PER HOUR | $160.00 | $160.00 |
| 49 | Dozer, Tracked, D4 or equivalent | 1 | PER HOUR | $110.00 | $110.00 |
| 50 | Dozer, Tracked, D6 or equivalent | 1 | PER HOUR | $145.00 | $145.00 |
| 51 | Dozer, Tracked, D7 or equivalent | 1 | PER HOUR | $165.00 | $165.00 |
| 52 | Dump Truck, 10 CY – 17 CY | 1 | PER HOUR | $60.00 | $60.00 |
| 53 | Dump Truck, 18 CY – 20 CY | 1 | PER HOUR | $65.00 | $65.00 |
| 54 | Dump Truck, 21 CY – 30 CY | 1 | PER HOUR | $70.00 | $70.00 |
| 55 | Dump Truck, 31 CY - 60 CY | 1 | PER HOUR | $85.00 | $85.00 |
| 56 | Dump Truck, 61 CY - 80 CY | 1 | PER HOUR | $100.00 | $100.00 |
| 57 | Generator, 16 to 100 kW, list kW capacity | 1 | PER HOUR | $25.00 | $25.00 |
| 58 | Generator, 210 – 350 kW, list kW capacity | 1 | PER HOUR | $40.00 | $40.00 |
| 59 | Generator, 1,100 -2,500 kW, list kW capacity | 1 | PER HOUR | $105.00 | $105.00 |
| 60 | Light Plant with Fuel and support | 1 | PER HOUR | $15.00 | $15.00 |
| 61 | Grader with 12" blade | 1 | PER HOUR | $160.00 | $160.00 |
| 62 | Hydraulic Excavator, 1.5 CY | 1 | PER HOUR | $165.00 | $165.00 |
| 63 | Hydraulic Excavator, 2.5 CY | 1 | PER HOUR | $185.00 | $185.00 |
| 64 | Knuckleboom Loader | 1 | PER HOUR | $345.00 | $345.00 |
| 65 | Lowboy Trailer with Tractor | 1 | PER HOUR | $125.00 | $125.00 |
| 66 | Mobile Crane up to 15 Ton | 1 | PER HOUR | $170.00 | $170.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 67 | Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) | 1 | PER HOUR | $ 120.00 | $ 120.00 |
| 68 | Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) | 1 | PER HOUR | $ 160.00 | $ 160.00 |
| 69 | Vac Truck (mist capacity), list capacity | 1 | PER HOUR | $ 150.00 | $ 150.00 |
| 70 | Pickup Truck, .5 Ton | 1 | PER HOUR | $ 15.00 | $ 15.00 |
| 71 | Skid-Steer Loader, 1,000 LB capacity | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 72 | Skid-Steer Loader, 2,000 LB capacity | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 73 | Tub Grinder, 800 to 1,000 HP | 1 | PER HOUR | $ 600.00 | $ 600.00 |
| 74 | Track Hoe with Debris Grapple – John Deere or equivalent | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 75 | Track Hoe with bucket & thumb | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 76 | Rubber Tire Backhoe with bucket and hoe | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 77 | Rubber Tire Track Hoe with Debris Grapple | 1 | PER HOUR | $ 100.00 | $ 100.00 |
| 78 | Truck, Flatbed | 1 | PER HOUR | $ 65.00 | $ 65.00 |
| 79 | 4 Wheel Drive Lift | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 80 | Water Truck (non-potable, dust control and pavement maintenance) | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 81 | Wheel Loader, 2.5 CY, 950 or similar | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 82 | Wheel Loader, 3.5 – 4.0 CY, 966 or similar | 1 | PER HOUR | $ 160.00 | $ 160.00 |
| 83 | Wheel Loader, 4.5CY, 980 or similar | 1 | PER HOUR | $ 185.00 | $ 185.00 |
| 84 | Wheel Loader – Backhoe, 1.0 – 1.5 CY | 1 | PER HOUR | $ 140.00 | $ 140.00 |
| | LABOR CATEGORY | | | | |
| 85 | Operations Manager with cell phone and pickup | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 86 | Crew Foreman with cell phone and pickup | 1 | PER HOUR | $ 65.00 | $ 65.00 |

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 87 | Tree Climber with chainsaw and gear | 1 | PER HOUR | $ 85.00 | $ 85.00 |
| 88 | Laborer with chainsaw | 1 | PER HOUR | $ 50.00 | $ 50.00 |
| 89 | Laborer with small tools, Traffic Control or Flag person | 1 | PER HOUR | $ 35.00 | $ 35.00 |
| 90 | Bonded and Certified Security Personnel | 1 | PER HOUR | $ 60.00 | $ 60.00 |
| | **CREW CATEGORY** | | | | |
| 91 | Wheel Loader, 2.5 CY, 950 or similar with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) Laborers with small tools | 1 | PER HOUR | $ 340.00 | $ 340.00 |
| | **REMOVAL OF DEBRIS FROM ANY TEMPORARY DEBRIS STORAGE SITE WITH CITY OF PLANTATION** | | | | |
| 92 | Mixed Debris and C & D | 1 | PER YARD | $ 6.00 | $ 6.00 |
| 93 | Mixed Debris and C & D | 1 | PER TON | $ 24.00 | $ 24.00 |
| 94 | Yard Waste Debris | 1 | PER YARD | $ 6.50 | $ 6.50 |
| 95 | Yard Waste Debris | 475 | PER TON | $ 28.00 | $ 13,300.00 |
| 96 | Cost for hauling in excess of 20 miles per cubic yard per mile | 1 | PER CUBIC YARD-PER MILE | $ .20¢ | $ .20¢ |
| Note 1 | All unit costs provided above shall include a hauling distance of 20 miles. | | | | |
| Note 2 | The City of Plantation shall be responsible for Tipping Fee at final disposal site(s) | | | | |
| | | | | | |
| | **Total BASE BID:** | | | $ | |

***ITB No. 010-17: Emergency Debris Management***

***TOTAL PROJECT BID PRICE***

Twenty-Seven thousand nine hundred thirty-nine dollars and five cents. ($27,939.05)

(words) (numbers)

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| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |

Name: Tipton F. Rowland
*(typed or printed)*

By: _____
*(Bidder's signature)*

# AMENDMENT

## FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND BERGERON EMERGENCY SERVICES, INC. FOR EMERGENCY DEBRIS MANAGEMENT

**THIS FOURTH AMENDMENT** to Agreement dated this 10th day of April, 2024, by and between:

**CITY OF PLANTATION, FLORIDA**
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as "CITY")

and

**BERGERON EMERGENCY SERVICES, INC.**
a Florida Corporation
16912 S.W. 69th Place
Pembroke Pines, FL 33332
(Hereinafter referred to as "CONTRACTOR")

**WHEREAS,** on July 26, 2017, CITY entered into an Agreement with CONTRACTOR for Emergency Debris Management; and

**WHEREAS,** the initial term of this Agreement was for five (5) years from June 1, 2017; and

**WHEREAS,** Amendment No. 1 was executed on June 4, 2018 and provided for additional terms and conditions to be included into the original Agreement; and

**WHEREAS,** Amendment No. 2 was executed on March 1, 2022, and the parties exercised its first option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** Amendment No. 3 was executed on March 6, 2023, and the parties exercised its second option to renew the Agreement for an additional one (1) year period; and

**WHEREAS,** the current Agreement expires on May 31, 2024 with the option to renew this agreement for an additional one (1) year period under the same terms and conditions; and

**WHEREAS,** the CITY has determined that the CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the third of five (5) one (1) year renewal option pursuant to Article 3 (Contract Time) of the Agreement extending the agreement to May 31, 2025 under the same terms and conditions; and

**WHEREAS,** both parties concur with amending the Agreement to extend the term of the Agreement through May 31, 2025.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, CITY and CONTRACTOR other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:

**SECTION 1. RECITALS**

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

**SECTION 2. TERM (SHOWN AS ARTICLE 3 – CONTRACT TIME ON ORIGINAL AGREEMENT)**

The term of this Agreement shall be extended through May 31, 2025.

**SECTION 3. COMPENSATION/PAYMENTS (SHOWN AS ARTICLE 4 ON ORIGINAL AGREEMENT)**

Exhibit "A" Compensation/Payments, attached hereto and incorporated herein. The rates remain unchanged from the original executed agreement.

**SECTION 4. PUBLIC AGENCY CONTRACTING**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the CONTRACTOR, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a CONTRACTOR or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a CONTRACTOR enters into a contract with a CONTRACTOR, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a CONTRACTOR under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

**SECTION 5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTER**

**This section is hereby incorporated into this Agreement by execution of this Amendment.**

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR was a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body did not give any preference to the CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests

**SECTION 6. COMPLIANCE WITH FOREIGN ENTITY LAWS**

**This section is hereby incorporated into this Agreement by execution of this Amendment**

By entering into this Agreement CONTRACTOR is hereby attesting the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes).

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes).

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes).

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes).

**SECTION 7.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 8.** This Third Amendment shall be effective June 1, 2024.

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# EXHIBIT "A"
# COMPENSATION/PAYMENTS

**CITY OF PLANTATION**
**EMERGENCY DEBRIS MANAGEMENT**

**ITB NO. 010-17**

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 1 | Mobilization and Demobilization zero | 1 | LUMP | $ 0.00 | $ 0.00 |
| 2 | Emergency Road Clearance Three Hundred Twenty-Five dollars | 1 | PER HOUR | $ 325.00 | $ 325.00 |
| 3 | Debris Removal from water bodies (canal, rivers, streams, canals, lakes) Four Hundred Twenty-Five dollars | 1 | PER HOUR | $ 425.00 | $ 425.00 |
| 4 | Debris Removal from Private Property (Right-of-Entry/Property) and Putting Owner Property (other than Right-of-W Four Hundred Twenty-Five dollars | 1 | PER HOUR | $ 425.00 | $ 425.00 |
| 5 | Leaning Trees/Hanging Limbs/Tree-Off Program Three Hundred Eight-Five dollars | 1 | PER HOUR | $ 385.00 | $ 385.00 |
| 6 | Disaster event Generated Hazardous Waste Abatement; Biohazardous Waste Abatement Six Hundred Fifty dollars | 1 | PER HOUR | $ 650.00 | $ 650.00 |
| 7 | Debris Removal from Public Property (Right-of-Way) and Hauling to temporary Debris Storage and Reduction Site Seven dollars, seventy-five cents | 1 | PER CUBIC YARD | $ 7.75 | $ 7.75 |
| 8 | Management of TDSRS One dollar, Seventy-Five cents | 1 | PER CUBIC YARD | $ 1.75 | $ 1.75 |
| 9 | Debris Removal from Temporary Debris Storage and reduction Site (TDSRS) and Hauling to Final Disposal Four dollars, Seventy-Five cents | 1 | PER CUBIC YARD | $ 4.75 | $ 4.75 |
| 10 | Debris Removal from Public Property (Right of Way) and Hauling directly to Final Disposal Site. Fourteen dollars | 1 | PER CUBIC YARD | $ 14.00 | $ 14.00 |
| 11 | Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site Two dollars | 1 | PER CUBIC YARD | $ 2.00 | $ 2.00 |
| 12 | Processing (Burning) of Debris at TDSRS or Final Disposal Site One dollar, Seventy-Five cents | 1 | PER CUBIC YARD | $ 1.75 | $ 1.75 |
| 13 | Eligible ROW Vegetative Debris Removal: Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved TDSR site or County designated final disposal site Fourteen dollars | 1 | PER CUBIC YARD | $ 14.00 | $ 14.00 |
| 14 | Eligible ROW C & D or MSW Debris Removal Work consists of the collection and transportation of Eligible C & D or MSW debris on the ROW to a County approved TDSR site or County designated final disposal site Nine dollars, Fifty cents | 1 | PER CUBIC YARD | $ 9.50 | $ 9.50 |
| 15 | Eligible Demolition, Removal and Transportation of Structures Work consists of the demolition or Eligible Structures on public or private property and hauling the resulting debris to a County designated final disposal site Fourteen dollars | 1 | PER CUBIC YARD | $ 14.00 | $ 14.00 |
| 16 | Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Four dollars, Seventy-Five cents Work consists of loading and transporting reduced Eligible disaster related debris to a County designated final disposal site | 1 | PER CUBIC YARD | $ 4.75 | $ 4.75 |
| 17 | Removal of Eligible Hazardous Trees and Limbs Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Element 1, Eligible ROW Vegetative Debris Removal | | | | |
| | 6 inch to 12.99 inch diameter Fourty-Five dollars | 1 | PER TREE | $ 45.00 | $ 45.00 |

BP-1

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid UNIT PRICE | Contractor Bid AMOUNT |
|---|---|---|---|---|---|
| | 13 inch to 24.99 inch diameter<br>One Hundred Twenty-Five dollars | 1 | PER TREE | $ 125.00 | $ 125.00 |
| | 25 inch to 36.99 inch diameter<br>One Hundred Seventy-Five dollars | 1 | PER TREE | $ 175.00 | $ 175.00 |
| | 37 inch to 48.99 inch diameter<br>Two Hundred Fifty dollars | 1 | PER TREE | $ 250.00 | $ 250.00 |
| | 49 inch and larger diameter<br>Three Hundred Seventy-Five dollars | 1 | PER TREE | $ 375.00 | $ 375.00 |
| | Hanger Removal (per tree)<br>One Hundred Twenty dollars | 1 | PER TREE | $ 120.00 | $ 120.00 |
| 18 | Removal of Eligible Hazardous Stumps:<br>Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved TDSR site or County designated Final Disposal Site. Contractor to backfill all stump holes. | | | | |
| | 24 inch to 36.99 inch diameter<br>Two Hundred Twenty-Five dollars | 1 | PER STUMP | $ 225.00 | $ 225.00 |
| | 37 inch to 48.99 inch diameter<br>Three Hundred Ninty-Five dollars | 1 | PER STUMP | $ 395.00 | $ 395.00 |
| | 49 inch to larger diameter<br>Five Hundred Seventy-Five dollars | 1 | PER STUMP | $ 575.00 | $ 575.00 |
| 19 | Eligible Household Hazardous Waste Removal, Transport and Disposal:<br>Work consists of the removal, transportation and disposal of Eligible household hazardous waste (HHW). County to designate specific materials to be collected as part of the HHW program. Two Hundred Fifty dollars | 1 | PER LB | $ 250.00 | $ 250.00 |
| 20 | Eligible Abandoned Vehicle Removal:<br>Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to a County approved staging area. Ninty-Five dollars | 1 | PER UNIT | $ 95.00 | $ 95.00 |
| 21 | Eligible HHW White Goods Debris Removal (with Refrigerant):<br>Work consists of the removal of Eligible White Goods from the ROW to be designated City approved TDSR site. Contractor shall be responsible for recovering / disposing refrigerant as required by law as well as unit decontamination in a contained area. One Hundred Twenty dollars | 1 | PER UNIT | $ 120.00 | $ 120.00 |
| 22 | Eligible Ecycle Item Removal:<br>Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. Sixty dollars | 1 | PER UNIT | $ 60.00 | $ 60.00 |
| 23 | Eligible Dead Animal Carcasses:<br>Work consists of the recovery and disposal of dead animal carcasses. Five dollars | 1 | PER LB | $ 5.00 | $ 5.00 |
| | HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE<br>(Equipment Type with Operator) | | | | |
| 24 | Air Curtain Burner, self contained system<br>One Hundred Forty-Five dollars | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 25 | JD 544 Wheel Loader with Debris Grapple (or equivalent)<br>One Hundred Thirty-Five dollars | 1 | PER HOUR | $ 135.00 | $ 135.00 |

BP-2

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 26 | JD 644 Wheel Loader with Debris Grapple (or equivalent) One Hundred Fifty-Five dollars | 1 | PER HOUR | $ 155.00 | $ 155.00 |
| 27 | Extendaboom Forklift with Debris Grapple One Hundred Five dollars | 1 | PER HOUR | $ 105.00 | $ 105.00 |
| 28 | 30-50 Horsepower Farm Tractor with box blade or rake Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 29 | 2- 2 1/2 cu.yd Articulated Loader with Bucket One Hundred Thirty-Five dollars | 1 | PER HOUR | $ 135.00 | $ 135.00 |
| 30 | 3-4 cu. Yd Articulated Loader with Bucket One Hundred Fifty dollars | 1 | PER HOUR | $ 150.00 | $ 150.00 |
| 31 | JD 648E Log skidder, or equivalent One Hundred Seventy-Five dollars | 1 | PER HOUR | $ 175.00 | $ 175.00 |
| 32 | CAT 125- 140HP Motor Grader One Hundred Fifteen dollars | 1 | PER HOUR | $ 115.00 | $ 115.00 |
| 33 | Rubber Tire Excavator with Debris Grapple One Hundred Thirty dollars | 1 | PER HOUR | $ 130.00 | $ 130.00 |
| 34 | Knuckleboom with Debris Grapple Two Hundred dollars | 1 | PER HOUR | $ 200.00 | $ 200.00 |
| 35 | Self-Loader Scraper Cat 623 or equivalent One Hundred Thirty-Five dollars | 1 | PER HOUR | $ 135.00 | $ 135.00 |
| 36 | Hand Fed Debris Grinder Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 32 | 300-400 Tub Grinder Three Hundred Ninty-Five dollars | 1 | PER HOUR | $ 395.00 | $ 395.00 |
| 37 | 800-1,000 HP Diamond Tub Grinder Five Hundred Fifty dollars | 1 | PER HOUR | $ 550.00 | $ 550.00 |
| 38 | 80 Ton Crane Two Hundred Twenty-Five dollars | 1 | PER HOUR | $ 225.00 | $ 225.00 |
| 39 | 50 Ton Crane Two Hundred Seventy-Five dollars | 1 | PER HOUR | $ 275.00 | $ 275.00 |
| 40 | 100 Ton Crane Four Hundred Seventy-Five dollars | 1 | PER HOUR | $ 475.00 | $ 475.00 |
| 41 | Power Screen Four Hundred Twenty-Five dollars | 1 | PER HOUR | $ 425.00 | $ 425.00 |
| 42 | Stacking Conveyor Four Hundred dollars | 1 | PER HOUR | $ 400.00 | $ 400.00 |
| 43 | 6Wheel Drive Heavy Off Road Trucks Eighty Five dollars | 1 | PER HOUR | $ 85.00 | $ 85.00 |
| 44 | Bobcat Skid Loader with Debris Grapple Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 46 | Bobcat Skid Loader with street sweeper Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |

BP-3

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 46 | Bobcat Loader Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 47 | 50' Bucket Truck One Hundred Seventy-Five dollars | 1 | PER HOUR | $ 175.00 | $ 175.00 |
| 48 | Crash Truck with impact attenuator Ninety-Five dollars | 1 | PER HOUR | $ 95.00 | $ 95.00 |
| 49 | Dozer, Tracked, D4 or equivalent One Hundred Ten dollars | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 50 | Dozer, Tracked, D6 or equivalent One Hundred Forty dollars | 1 | PER HOUR | $ 140.00 | $ 140.00 |
| 51 | Dozer, Tracked, D7 or equivalent One Hundred Seventy-Five dollars | 1 | PER HOUR | $ 175.00 | $ 175.00 |
| 52 | Dump Truck, 10 CY – 17 CY Sixty-Five dollars | 1 | PER HOUR | $ 65.00 | $ 65.00 |
| 53 | Dump Truck, 18 CY – 20 CY Seventy dollars | 1 | PER HOUR | $ 70.00 | $ 70.00 |
| 54 | Dump Truck, 21 CY – 30 CY Eighty-Five dollars | 1 | PER HOUR | $ 85.00 | $ 85.00 |
| 55 | Dump Truck, 31 CY - 60 CY One Hundred dollars | 1 | PER HOUR | $ 100.00 | $ 100.00 |
| 56 | Dump Truck, 61 CY - 80 CY One Hundred Twenty-Five dollars | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 57 | Generator, 16 to 100 kW, list kW capacity One Hundred Ten dollars 20kW | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 58 | Generator, 210 – 350 kW, list kW capacity One Hundred Forty-Five dollars 300kW | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 59 | Generator, 1,100 -2,500 kW, list kW capacity Three Hundred Ninety-Five dollars 1500kW | 1 | PER HOUR | $ 395.00 | $ 395.00 |
| 60 | Light Plant with Pool and support Fourty-Five dollars | 1 | PER HOUR | $ 45.00 | $ 45.00 |
| 61 | Grader with 12" blade One Hundred Fifteen dollars | 1 | PER HOUR | $ 115.00 | $ 115.00 |
| 62 | Hydraulic Excavator, 1.5 CY One Hundred Twenty-Five dollars | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 63 | Hydraulic Excavator, 2.5 CY One Hundred Forty-Five dollars | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 64 | Knuckleboom Loader Two Hundred dollars | 1 | PER HOUR | $ 200.00 | $ 200.00 |
| 65 | Lowboy Trailer with Tractor One Hundred Ten dollars | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 66 | Mobile Crane up to 15 Ton One Hundred Ninety dollars | 1 | PER HOUR | $ 190.00 | $ 190.00 |

BP-4

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |
| 67 | Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) Sixty dollars | 1 | PER HOUR | $ 60.00 | $ 60.00 |
| 68 | Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel) Ninety-Five dollars | 1 | PER HOUR | $ 95.00 | $ 95.00 |
| 69 | Vac Truck (mist capacity), list capacity One Hundred Forty-Five dollars 500 GALLON | 1 | PER HOUR | $ 145.00 | $ 145.00 |
| 70 | Pickup Truck, .5 Ton Thirty dollars | 1 | PER HOUR | $ 30.00 | $ 30.00 |
| 71 | Skid-Steer Loader, 1,000 LB capacity Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 72 | Skid-Steer Loader, 2,000 LB capacity One Hundred Ten dollars | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 73 | Tub Grinder, 800 to 1,000 HP Five Hundred Fifty dollars | 1 | PER HOUR | $ 550.00 | $ 550.00 |
| 74 | Track Hoe with Debris Grapple – John Deere or equivalent One Hundred Fifteen dollars | 1 | PER HOUR | $ 115.00 | $ 115.00 |
| 75 | Track Hoe with bucket & thumb One Hundred Twenty-Five dollars | 1 | PER HOUR | $ 125.00 | $ 125.00 |
| 76 | Rubber Tire Backhoe with bucket and hoe One Hundred Twenty dollars | 1 | PER HOUR | $ 120.00 | $ 120.00 |
| 77 | Rubber Tire Track Hoe with Debris Grapple One Hundred Ten dollars | 1 | PER HOUR | $ 110.00 | $ 110.00 |
| 78 | Truck, Flatbed Twenty-Five dollars | 1 | PER HOUR | $ 25.00 | $ 25.00 |
| 79 | 4 Wheel Drive Lift Seventy-Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| 80 | Water Truck (non-potable, dust control and pavement maintenance) Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 81 | Wheel Loader, 2.5 CY, 950 or similar One Hundred Thirty-Five dollars | 1 | PER HOUR | $ 135.00 | $ 135.00 |
| 82 | Wheel Loader, 3.5 – 4.0 CY, 966 or similar One Hundred Fifty-Five dollars | 1 | PER HOUR | $ 155.00 | $ 155.00 |
| 83 | Wheel Loader, 4.5CY, 980 or similar One Hundred Eighty-Five dollars | 1 | PER HOUR | $ 185.00 | $ 185.00 |
| 84 | Wheel Loader – Backhoe, 1.0 – 1.5 CY Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| | LABOR CATEGORY | | | | |
| 85 | Operations Manager with cell phone and pickup One Hundred Five dollars | 1 | PER HOUR | $ 105.00 | $ 105.00 |
| 86 | Crew Foreman with cell phone and pickup Eighty Five dollars | 1 | PER HOUR | $ 85.00 | $ 85.00 |

BP-5

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid UNIT PRICE | Contractor Bid AMOUNT |
|---|---|---|---|---|---|
| 87 | Tree Climber with chainsaw and gear — Ninety dollars | 1 | PER HOUR | $ 90.00 | $ 90.00 |
| 88 | Laborer with chainsaw — Thirty Nine dollars | 1 | PER HOUR | $ 39.00 | $ 39.00 |
| 89 | Laborer with small tools, Traffic Control or Flag person — Thirty Three dollars | 1 | PER HOUR | $ 33.00 | $ 33.00 |
| 90 | Bonded and Certified Security Personnel — Seventy Five dollars | 1 | PER HOUR | $ 75.00 | $ 75.00 |
| | CREW CATEGORY | | | | |
| 91 | Wheel Loader, 2.5 CY, 950 or similar with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) Laborers with small tools — Three Hundred Twenty-Five dollars | 1 | PER HOUR | $ 325.00 | $ 325.00 |
| | REMOVAL OF DEBRIS FROM ANY TEMPORARY DEBRIS STORAGE SITE WITH CITY OF PLANTATION | | | | |
| 92 | Mixed Debris and C & D — Four dollars, Seventy-Five cents | 1 | PER YARD | $ 4.75 | $ 4.75 |
| 93 | Mixed Debris and C & D — Fourty Seven dollars, Fifty cents | 1 | PER TON | $ 47.50 | $ 47.50 |
| 94 | Yard Waste Debris — Four dollars, Seventy Five cents | 1 | PER YARD | $ 4.75 | $ 4.75 |
| 95 | Yard Waste Debris — Thirty One dollars | 475 | PER TON | $ 31.00 | $ 14,725.00 |
| 96 | Cost for hauling in excess of 20 miles per cubic yard per mile — Thirteen cents | 1 | PER CUBIC YARD-PER MILE | $ 0.13 | $ 0.13 |
| Note 1 | All unit costs provided above shall include a hauling distance of 20 miles. | | | | |
| Note 2 | The City of Plantation shall be responsible for Tipping Fee at final disposal site(s) | | | | |
| | Total BASE BID: | | | $ | 30,458.38 |

*ITB No. 010-17: Emergency Debris Management*

*TOTAL PROJECT BID PRICE*

THIRTY THOUSAND FOUR HUNDRED FIFTY EIGHT AND 38 CENTS (words) — $ 30,458.38 (numbers)

BP-6

| ITEM | DESCRIPTION | BID QUANT. | UNIT | Contractor Bid | |
|---|---|---|---|---|---|
| | | | | UNIT PRICE | AMOUNT |

Name: Ronald M. Bergeron, Jr.
*(typed or printed)*

By:
*(Bidder's signature)*

## AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND BERGERON EMERGENCY SERVICES, INC. have signed this Agreement in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
~~Nick Sortal~~, Mayor

As to Procurement: _____
Charles Spencer, Procurement Director

CITY OF PLANTATION • Organized April 30, 1953 • Broward County • Florida

Signed, Sealed in the presence of:

BERGERON EMERGENCY SERVICES, INC.
a Florida Corporation

(Corporate Seal)

By: _____
Ronald M. Bergeron, Jr., President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of April, 2024, by Ronald Bergeron Jr, as President for Bergeron Emergency Services, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____
Print Name: Gail Friedrich

State of Florida at Large (Seal)

My commission expires: _____

GAIL FRIEDRICH NOTARY PUBLIC Comm. # HH 058919 Feb 4, 2025 STATE OF FLORIDA



# Disaster Debris Management and Removal Services – Term Contract

Issued by:
**City of Plantation**

Date:
**12/10/2024**

**Solicitation No.** 001-25

**Offeror's name, address, telephone, and facsimile numbers:**
Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429
Telephone: 601-736-0037
Fax: 601-736-1924
www.looksgreatservices.com

**Extent of Agreement with Terms:**
By fact of signature contained herein, Looks Great Services of Mississippi, Inc. agrees to the extent of the agreement with all terms, conditions and provisions included in the solicitation and agrees to furnish any or all items upon which prices are offered at the price set opposite each item. The proposal is in all respects fair and in good faith without collusion or fraud.

**Authorized signatures:**

**Contractor's DUNS Number:** 05-769-6240

**WBENC WOSB Number:** WOSB210490

This proposal includes data that shall not be disclosed outside the City and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the City shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on every page of this proposal; and use or disclosure of data contained on this sheet is subject to the restrictions on this, the title page of this proposal.

Plantation
the grass is greener®

**Persons authorized to negotiate on the offeror's behalf:**

Yolanda Agoglia
President
Looks Great Services of MS, inc.

Kristian Agoglia
Vice President
Looks Great Services of MS, inc.

**Persons authorized as point of contact:**

Sean Hunt
Executive Vice President
Looks Great Services of MS, inc.
Tel: 901-910-8560
Fax: 601-736-1924
seanhunt@looksgreatservices.com

Adam Ham
Regional Sales Director
Looks Great Services of MS, inc.
Tel: 601-303-2227
Fax: 601-736-1924
adamham@looksgreatservices.com

Certified WBENC Women's Business Enterprise

TCIA MEMBER

CERTIFIED ARBORIST ISA

UTILITY SPECIALIST ISA



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## Letter of Transmittal

December 10, 2024

RE: Disaster Debris Management and Removal Services – Term Contract

Dear City of Plantation:

Enclosed you will find the proposal for Looks Great Services of MS, Inc. (LGS). This response provides a concise, but detailed look at LGS and its debris operation experience and performance.

Due to the potential of severe weather in your City numerous homes, roads, and businesses could be affected. The scope of work will vary and LGS will continue to work with the City to ensure that all items in the scope of work are handled in the most efficient way as to reduce the impact to the City's residents. LGS will make it a top priority to continue to complete the work in a timely manner and in accordance with all local, state, and federal regulations. LGS remains committed to providing all necessary resources needed to perform the scope of work as per the specifications. LGS is also committed to maintaining any applicable licenses or certifications necessary. This proposal is in all respects fair and in good faith without collusion or fraud.

LGS has a solid background and by submission of this proposal confirms that it has not performed substandard work. LGS has 20 years of experience in helping places like the City of Plantation recover from disasters. Having managed more than 200 contracts across the Eastern United States and Puerto Rico, LGS is adept in assembling successful recovery teams. In addition to LGS' management team, an extensive cadre of local and national subcontractors, who are prequalified with LGS, are available to respond to the needs of the City.

LGS understands the importance of having a knowledgeable team that is familiar with FEMA regulations and is adaptable to all requirements specified by the City. LGS will appoint dedicated team members to work with the City to provide technical assistance, operational methodology, and quality control. In addition, LGS management will oversee the DBE/MBE subcontractor utilization, local landfill coordination, and that environmental concerns and safety compliance remain a top priority.

LGS meets or exceeds licensing and insurance requirements needed for these types of projects. Specifically, LGS has an aggregate of 100 million dollars in liability coverage and a 2-million-dollar environmental pollution policy. For convenience, a certificate of insurance has been included in this proposal.

LGS takes great pride in the services it provides and looks forward to getting the opportunity to continue working with the City of Plantation and provide the same outstanding services.

Sincerely,



Kristian Agoglia
Vice President
Looks Great Services of MS, Inc.

# Section 1 – Introduction Letter

## Executive Summary

The occurrence of storm disasters in the United States has increased sharply in recent years. With the prediction of larger and more destructive storms in the near future, Looks Great Services of MS, Inc. has developed quick response teams and a fleet of more than 350 pieces of specialized debris management equipment. Because of our experience in providing equipment and leadership in such emergencies, we are now a part of aiding agencies in the pre-disaster planning process.

In 1999 Looks Great Services, Inc. was founded in New York. The company has recruited, developed, and trained a team of individuals able to respond to client needs in a professional and courteous manner. In spring 2005, Looks Great Services of Charlotte was launched in North Carolina. In addition to the same services offered in New York, Charlotte added the manufacturing of vegetation products, such as mulch and topsoil, and moved into the land clearing/development industry. In spring 2010, Looks Great Services of MS was established opening operations in Columbia, MS and has the designation as a woman-owned small business. The increased demand for companies that provide utility line clearing as well as right-of-way clearing and maintenance in the mid-south region has allowed the company to continue its steady expansion to over 250 full-time employees. In 2024, Looks Great Services opened an office location in Dallas, Texas to further expand field operations. With locations in the Northeast, Mid-Atlantic and the Mid-South regions and 25 years of vegetative management experience, we are strategically positioned to provide vegetation services across the East Coast and beyond.

In addition to the LGS equipment, we have pre-approved contractors which will provide immediate additional labor and equipment. We can quickly expand our services to over 1,000 pieces of equipment to meet the requirements necessary to handle any disaster.

From destructive insects to winter ice damage, LGS is prepared to respond to situations anywhere in the United States. Our storm damage relief team is available to townships, cities, counties, and states. In cooperation with other professional organizations, today, LGS is continually asked to provide leadership, equipment, and personnel to aid in vegetation management.

### Services Provided by Looks Great Services

- Pre-Disaster Management and Planning
- FEMA Public Assistance Program Guidance
- 72 Hour Emergency Road Clearance
- Vegetative Debris Removal (ROW & ROE)
- C&D Debris Removal (ROW & ROE)
- TDMS Management & Operation
- Final Debris Disposal
- Hazardous Tree Removal (Leaners)
- Hazardous Tree Trimming (Hangers)
- Stump Removals
- Demolition
- Sand Screening & Beach Restoration
- Canal & Waterway Debris Removal
- Vehicle & Watercraft Removal
- White Goods Disposal
- Household Hazardous Waste (HHW)
- Aerial Video and Imagery Damage Survey (Drone)

### Looks Great Services Principals/Authorized Representatives

Yolanda Agoglia, President
1501 Highway 13 North
Columbia, MS 39429

Kristian Agoglia, Vice President
1501 Highway 13 North
Columbia, MS 39429

## Company Overview

### Synopsis

Year Established: 1999

Current number of employees: 275

Bonding Capacity: $200 Million

Successfully completed disaster projects: 250+



*TDSRS*

### Experienced Management

LGS has more than 200 full-time employees that are managed by several dozen professionals. These professions include degrees in Business and Finance, Occupational Safety, Biology, Emergency and Disaster Management, Construction Management, Land Management, Civil Engineering, Construction Engineering, Marketing, and Accounting. Members of management are also FEMA trained, NIMS trained, and OSHA Safety training. LGS has a wide array of experience in different geographical areas ranging from Maryland to Kansas and Texas to Florida, and even Puerto Rico.

One of the core strengths of LGS' management is its ability to adapt. One occasion was when a client in Mississippi did not have the local resources to operate its own landfill. LGS managed to hire a local subcontractor to provide oversight services and LGS self-performed the landfill operations. This accomplished multiple things that the client was ecstatic over: landfill operations were unimpeded, local minority subcontractor participation was utilized, and LGS brought a more positive economic impact to the client than was anticipated.



*Final Haul-Out*

LGS also has a strong commitment to safety. LGS has one of the lowest EMR ratings in its industry and prides itself on maintaining an exceptional safety record. LGS management instills a "Brother's Keeper" mentality in its approach to safety.

### Rapid Mobilization

With experience comes knowledge, and this has allowed LGS to evolve its deployment process. By streamlining and pre-planning, LGS can mobilize teams and equipment to predetermined staging areas until the storm passes. Post-storm, these teams can quickly begin assessing the damage and working closely with the client to put together a work plan. LGS can provide significant resources, equipment, and staff within 24 hours of a storm passing. For purposes of this RFP, LGS would deploy equipment and resources from its main office in Columbia.




*Monitor Tower*

### Financial Stability

When it comes to finances, resources are not an obstacle for LGS. With a bonding capacity of 200 million dollars, working capital in excess of 20 million dollars, and the ability to cash-flow multiple projects simultaneously, LGS' financial stability is without question solid. LGS also has the rare distinction of having no debt on any equipment or resources.

# Company Contacts

## Company Information

Looks Great Services of MS, Inc.
Tel: 601-736-0037
Fax: 601-736-1924
bids@looksgreatservices.com

## Key Personnel

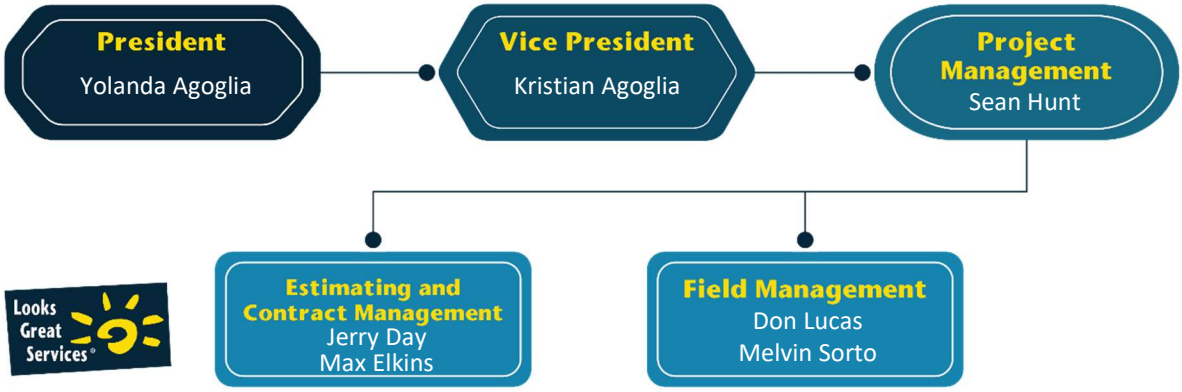


## Personnel Information

Operations Manager

Kristian Agoglia
Corporate Vice President
Tel: 516-369-8445
kristian@looksgreatservices.com

Project Manager

Sean Hunt
Executive VP of Emergency Response
Tel: 901-910-8560
seanhunt@looksgreatservices.com

## Additional Personnel

Jerry Day
Commercial Contracts Manager
Tel: 405-727-0017
jerryday@looksgreatservices.com

Don Lucas
Debris Site Manager
Tel: 601-818-2552
donlucas@looksgreatservices.com

Melvin Sorto
Field Operations Manager
Tel: 631-326-7305
melvinsorto@looksgreatservices.com

Max Elkins
Executive Director of Contracting
Tel: 601-408-9472
maxelkins@looksgreatservices.com

# Section 2 – Approach to the Scope of Services

## Project Understanding & Scenarios

As part of this solicitation, management plans for Event Types are provided to describe what actions will be taken. LGS has put in place a Technical Approach and a Debris Management Plan that are applicable to any type of event, no matter the severity. Please refer to the Technical Approach, Debris Management Process Plans and Procedures, Geographic Area Management, Contractor Site Specific Safety and Health Plans, Quality System Management, and Disaster Waste Reduction and Recycling Sections in the following pages for an in-depth explanation of this management plan. The plans mentioned above are included in the Technical Approach and Debris Plan of this proposal and are designed to be adaptable and scalable based on any type of event.

### Spot Jobs – Localized

In this scenario, the Project Manager will begin performing damage assessments with the City's representatives and monitoring company. The PM will then begin coordinating logistics with the City and landfills. Further, the PM will be determining the number of crews needed to provide removal, hauling, and/or reduction of localized debris. This includes activating local subcontractors for immediate resources as needed. LGS will be assisting government resources as well. For an in-depth breakdown of the debris operations, please see the Debris Management Plan of this proposal.

### Small Event

This will entail the same steps as in the Localized event above but will have the addition of a debris management site. LGS will coordinate with the City a debris site(s) for stockpiling debris that will allow for ideal haul routes, meet federal, state, and local regulations, and provide a layout to unload debris in the most efficient manner. A site management supervisor will be provided to oversee and maintain the site operations. In this scenario, LGS will utilize "zones" for debris removal as mentioned in the Debris Plan. This will allow for organized operations and presence throughout the City simultaneously. Reduction will be completed by way of grinding or burning. In the event there is C&D debris, it will be separated and compacted at the debris site. For an in-depth breakdown of the debris operations, please see the Debris Plan of this proposal.

### Significant Event

This includes all the scope from the previous event types but will utilize larger scale reduction operations at a designated TDSRS. The PM will help coordinate the location of the debris site. Monitor towers will be placed at the entrance and debris site access roads will be maintained to allow for efficient unloading operations. The grinders or incinerators, if used, will be placed in a location to allow for trucks to unload uninterrupted, but allow for debris to be near maximize production. Chips will then be stockpiled in a separate area so as not to impede traffic but be accessible for loading into walking floor trucks to be disposed of accordingly. Disposal will be handled in accordance with DEQ regulations. All FEMA, federal, state, and local regulations will be adhered to throughout the process.

### Significant/Catastrophic Events

These events include everything from the previous event types but expand the operations further. Multiple debris sites are possible and will be jointly coordinated. Hauling will be coordinated from Zones and Sectors to each debris site. Hazardous waste will be separated and contained as per regulations. LGS will provide planning and management of all debris removal operations, including traffic control, recycling, and permitting. LGS will utilize a Project Manager (Sean Hunt) with multiple Assistant Managers to oversee the project.

# Technical Approach

## Field Organizational Structure

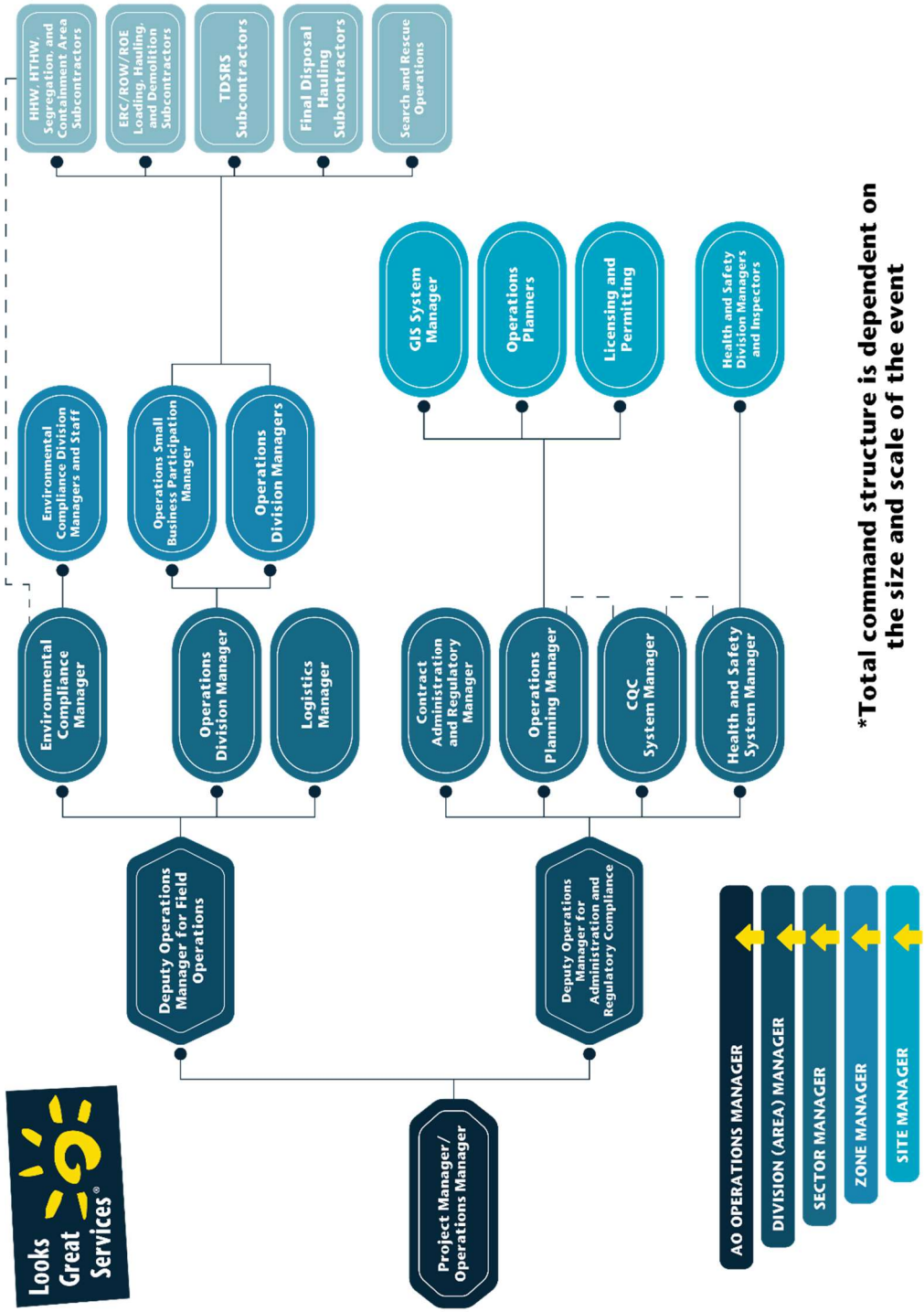

## Technical Approach and Methodology

Prior to commencing debris removal operations and within 48 hours, or as required in the Task Order, Looks Great Services of MS, Inc. (LGS) will submit to City of Plantation the Contractor Quality Control and Operations Plans which describe the organizational structure and additional key personnel involved in the cleanup, the technical approach and methodology to be used, site specific operational components, the specific geographical area management, the LGS Site Specific Health and Safety Plan (SSHSP), Accident Prevention Plan (APP), Activity Hazard Analysis (AHAs), a copy of the LGS Quality Control Plan (CQC), and approaches to waste reduction and recycling through Beneficial Re-Use, all specific to the Task Order and Area of Operations (AO). The Plan will indicate where operations will begin and which streets/roads will be cleared during the initial period though submission of a 2, 7- and 14-day plan. Operation locations will be decided upon and in conjunction with the City.

The Contractor Quality Control and Operations Plans will be updated by the LGS Operations Manager and CQC System Manager as necessary and as required by City of Plantation. LGS' final Contractor Quality Control and Operations Plans will include organizational structure and key personnel involved in the cleanup, updated technical approach and methodology to be used, updated site-specific operational components, updated specific geographical area management, updated SSHSP, updated APP, updated AHAs, updated CQC, and updated approaches to waste reduction and recycling through Beneficial Re-Use. The plan will also include continually updated submissions of 2, 7- and 14-day plans, all specific to the Task Order and AO as well as work to be performed by subcontractors, a comprehensive list of subcontractors at each tier, and measures to be taken by LGS and its subcontractors to control hazards associated with services performed, and materials or equipment utilized.

During implementation of services, LGS will attend all meetings convened by City of Plantation with respect to the response effort, when directed by the City to do so or otherwise necessary to carry out the work. The KO may/will issue subsequent TOs to mobilize and begin Emergency Road Clearance, Debris Removal from Public Roads, Streets and ROWs and Hauling to Debris Management or Final Disposal Sites, Vegetative Debris Reduction at Debris Management Sites (TDSRS) including site management, Final Disposal of Reduced Chips, Testing of Ash and Disposal at Landfill, Removal of Freon Containing White Goods, Removal of Non-Freon Containing White Goods, construction of an Inspection Tower(s), construction of a Hazardous Waste Containment Area(s), deployment of Household Hazardous Waste Separation and Removal Crew(s), activation of Debris Separation Crew(s), and activation of Search and Rescue Support Crew(s) and /or HTRW Separation Crew(s).

## Resource Management and Logistics

LGS utilizes the National Incident Management System (NIMS) wherein we have established systems for describing, inventorying, requesting, and tracking resources. Debris Management and Event Response activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies) to meet event needs. Utilization of the Radial Form Technology (RaFT) iPad-based database system allows for resource typing, inventorying, organizing, and tracking the dispatch, deployment and recovery of resources before, during and after an event.

Resource management should be dynamic in nature to support any event and be adaptable to changes. Efficient and effective deployment of resources requires that resource management concepts and principles be used in all phases of Debris Management and Event Response.

The resource management process can be separated into two parts: resource management as an element of preparedness and resource management during an event. The preparedness activities (resource typing, credentialing, and inventorying) are conducted on a continual basis to help ensure that resources are ready to be mobilized when called to an event. Resource management during an event is a finite process, as shown in the below figure, with a distinct beginning and ending specific to the needs of the event.

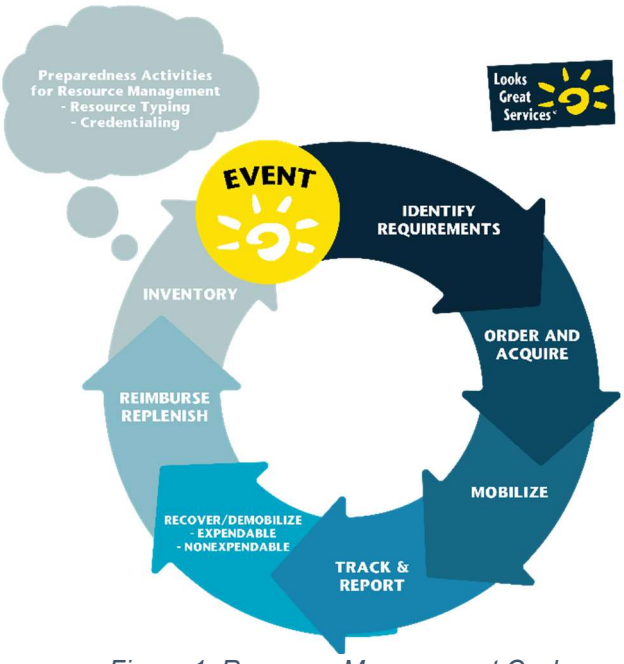


*Figure 1: Resource Management Cycle*

### Mobilization of Personnel and Equipment

Looks Great Services (LGS) will mobilize and arrive on-site within 24 hours of receiving a Notice to Proceed from the City.

Upon issuance of a Notice to Proceed, Looks Great Services (LGS) will provide and transport all necessary supplies, equipment, materials, and personnel to execute the full scope of work outlined in the RFP or as required by the specific disaster. LGS will secure clearance from underground and overhead utilities, property owners, and relevant government entities for all operational locations, including equipment staging sites, Vegetative and C&D TDSRS, and the final DMS. LGS and its subcontractors will ensure that equipment and vehicles are ready to mobilize immediately upon notification. The scope of work includes, but is not limited to:

- Vegetative debris removal
- Construction and demolition (C&D) debris removal
- Grinding of generated debris
- Household hazardous waste management
- Removal of animal carcasses
- Disposal of putrefied wastes
- Removal of vehicles and vessels
- E-waste removal
- White goods removal

# FEMA Public Assistance Program (Reimbursement Process)

## FEMA Programs and other Funding Streams

LGS works within and in compliance with the law, the regulations, and FEMA's codified policies regarding the FEMA Public Assistance (PA) Program. This includes, but is not limited to, the Sandy Recovery Improvement Act's amendments to the Stafford Act (42 U.S.C. 5121 et seq.), Section 428, Public Assistance Alternative Procedures (PAAP) and the PAAP Pilot Program for Debris Removal (https://www.fema.gov/alternative-procedures) performed under Section 407 (42 U.S.C. 5173), Debris Removal, of the Stafford Act. The debris pilot program allows for increases in the federal share of grant monies for PA program applicants for eligible debris removal costs incurred during certain initial time periods following a disaster, with certain restrictions and programmatic requirements. LGS has as one of its core principles to provide professional services that benefit the client in every way possible. That principle leads LGS to work diligently to increase our response level and the amounts of work that can safely be accomplished during those initial time periods to maximize the reimbursement potential for our clients under the PAAP Pilot Program for Debris Removal. LGS ensures that our clients are aware of how the critical documentation trail must provide the proper substantiation for our clients to successfully acquire that funding. Further, LGS has a long standing relationship with FEMA programmatic management consulting experts that LGS makes available to our clients to ensure that our clients maximize eligible programmatic funding, and that our clients are able to both identify the eligible work that can be performed, and the numerous funding streams available to our clients to help them fund the monumental task that is the recovery process following a disaster – that assistance covers all disaster recovery programs and is not limited to only debris removal – please see the resume section for more details on the FEMA programmatic management consulting experts.

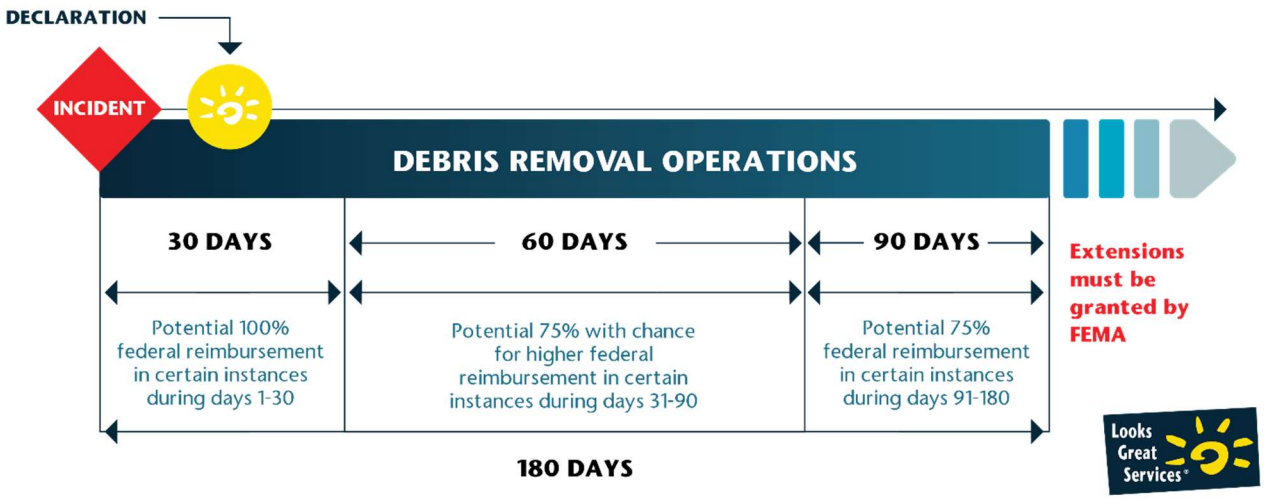


## Documentation and Reimbursement

LGS has a proven history in supporting our clients with accurate and complete documentation. This documentation is made readily available to any reimbursement agency or client. Records are tracked daily from the beginning of the project to final closeout.

Financial accountability is maintained via a system based on the field data that's gathered and reconciled. All documentation systems comply with FEMA 325 guidelines.

*Debris Hauling Documentation*

*Phase 1 – Truck Certification*

Debris trucks are all certified prior to beginning a project. This includes:

- Measuring the truck beds to determine an accurate cubic yard capacity.
- Driver, safety, and insurance checks.
- Truck Certification Form is completed, and a copy is retained by the driver, monitor, and client.
- Placards displaying capacity, project truck number, and contractor's name are affixed to the truck.
- Monitors are given truck logs to verify placards as an added measure of accuracy.

*Phase 2 –Tickets*

Tickets are electronic or multi-part and are required for reimbursement purposes. Client representatives or monitors will fill out and sign off on completed tickets. These will then be used in the reconciliation and QC process. The tickets used are as follows:

Debris Load Tickets are a 5-part ticket that records the transport of debris from the collection point to the DMS or final disposal site. Monitors document the operations at each location to ensure proper protocols.

Leaner/Hanger Tickets are a 5-part ticket that records the trimming or removal or leaning trees or hanging limbs. Monitors document the size, location, and other various aspects of the process.

Daily Log Tickets are a 2-part ticket that records the hours worked by the contractor's labor and equipment when hourly rate items are activated. Monitors log and verify each unit's hours worked throughout the day.

*Data Management*

LGS uses a database system that is easily adaptable to any requirements. Regardless of whether the electronic or physical documentation is utilized, LGS' database can track and extract data for use in the reconciliation process. LGS has trained employees who carefully prepare reconciled reports on a weekly or semi-weekly basis to submit with invoicing. Working with the monitors, LGS compares these reports with the monitors as an added checks and balances system, which helps to expedite the reimbursement process.

Once the data is reconciled and completed, LGS will maintain and store all records for a minimum of 7 years. Both electronic and physical copies are catalogued and stored for quick access as needed.

*Reimbursement*

LGS works closely with all agencies to ensure issues are minimized or eliminated in disaster reimbursement projects. As an example, LGS was recently asked to produce ticket records for an audit that the debris monitor was engaged in. The monitor could not find records on more than two dozen tickets. Within less than 2 hours LGS found the copies of the missing tickets in its database and submitted them to the respective parties. This helped the monitor and the client greatly in their reimbursement process. LGS will give the same "over-the-top" service to all its clients.

As an added measure, LGS has personnel that are well-versed in CFR, PAPPG, and other FEMA guidelines and are available to assist the client in completing any required documentation for reimbursement.

## LGS Equipment List

With a fleet of hundreds of trucks and equipment, a staff of over 200 professionals, and four locations in New York, North Carolina, Texas, and Mississippi, our vegetation management teams can activate at a moment's notice. Mobile mechanics, housing units, and fueling equipment expedite the process and keep our team operational around-the-clock until the job is complete. No matter what type of equipment the job requires, LGS will have it ready and fully operational.



| COUNT | DESCRIPTION | YEAR | MAKE | MODEL | OWNERSHIP |
|---|---|---|---|---|---|
| 1 | BOX TRUCK | 2005 | FREIGHTLINER | M2 | OWNED |
| 2 | BOX TRUCK | 2007 | FREIGHTLINER | M2 | OWNED |
| 3 | BUCKET TRUCK | 2006 | STERLING | ACTERRA 4X4 | OWNED |
| 4 | BUCKET TRUCK | 2005 | INTERNATIONAL | 7300 4X4 | OWNED |
| 5 | BUCKET TRUCK | 2002 | GMC | C6500 | OWNED |
| 6 | BUCKET TRUCK | 2003 | GMC | C7500 | OWNED |
| 7 | BUCKET TRUCK | 2000 | FORD | F-750 | OWNED |
| 8 | BUCKET TRUCK | 2005 | STERLING | ACTERRA | OWNED |
| 9 | BUCKET TRUCK | 2004 | FORD | F-750 | OWNED |
| 10 | BUCKET TRUCK | 2005 | INTERNATIONAL | 4300 | OWNED |
| 11 | BUCKET TRUCK | 2007 | INTERNATIONAL | 4300 | OWNED |
| 12 | BUCKET TRUCK | 2007 | INTERNATIONAL | 7300 4X4 | OWNED |
| 13 | BUCKET TRUCK | 2006 | INTERNATIONAL | 4300 | OWNED |
| 14 | BUCKET TRUCK | 2013 | INTERNATIONAL | 4300 | OWNED |
| 15 | BUCKET TRUCK | 2005 | INTERNATIONAL | 7400 | OWNED |
| 16 | BUCKET TRUCK | 2005 | INTERNATIONAL | 7400 | OWNED |
| 17 | BUCKET TRUCK | 2014 | FREIGTHLINER | M2106 | OWNED |
| 18 | BUCKET TRUCK | 2003 | GMC | C7500 | OWNED |
| 19 | BUCKET TRUCK | 2014 | FREIGHTLINER | M2106 | OWNED |
| 20 | BUCKET TRUCK | 2003 | INTERNATIONAL | S30 | OWNED |
| 21 | BUCKET TRUCK | 2006 | FORD | F-750 | OWNED |
| 22 | BUCKET TRUCK | 2008 | FORD | F-750 | OWNED |
| 23 | BUCKET TRUCK | 2008 | FORD | F-750 | OWNED |
| 24 | BUCKET TRUCK | 2005 | GMC | C7500 | OWNED |
| 25 | BUCKET TRUCK | 2001 | GMC | C7500 | OWNED |
| 26 | BUCKET TRUCK | 2007 | INTERNATIONAL | 7300 4X4 | OWNED |
| 27 | BUCKET TRUCK | 2008 | FORD | F-750 | OWNED |
| 28 | BUCKET TRUCK | 2004 | INTERNATIONAL | 7300 4X4 | OWNED |
| 29 | BUCKET TRUCK | 2005 | INTERNATIONAL | 4300 | OWNED |
| 30 | BUCKET TRUCK | 2011 | INTERNATIONAL | 4300 | OWNED |
| 31 | BUCKET TRUCK | 2006 | FORD | F-750 | OWNED |
| 32 | BUCKET TRUCK | 2006 | INTERNATIONAL | 7300 | OWNED |
| 33 | BUCKET TRUCK | 2007 | FORD | F-750 | OWNED |
| 34 | BUCKET TRUCK | 2007 | FORD | F-750 4X4 | OWNED |

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|---|---|---|---|---|---|
| **35** | BUCKET TRUCK | 2005 | GMC | C7500 | OWNED |
| **36** | BUCKET TRUCK | 2008 | FORD | F-750 4X4 | OWNED |
| **37** | BUCKET TRUCK | 2005 | FORD | F-750 4X4 | OWNED |
| **38** | BUCKET TRUCK | 2006 | FORD | F-750 | OWNED |
| **39** | BUCKET TRUCK | 2007 | INTERNATIONAL | 4300 | OWNED |
| **40** | BUCKET TRUCK | 2007 | FORD | F-750 4X4 | OWNED |
| **41** | BUCKET TRUCK | 2006 | INTERNATIONAL | 4300 | OWNED |
| **42** | BUCKET TRUCK | 2003 | GMC | C7500 | OWNED |
| **43** | BUCKET TRUCK | 2005 | GMC | C7500 | OWNED |
| **44** | BUCKET TRUCK | 2007 | FORD | F-750 | OWNED |
| **45** | BUCKET TRUCK | 2004 | INTERNATIONAL | 4300 | OWNED |
| **46** | BUCKET TRUCK | 2001 | FORD | F-750 | OWNED |
| **47** | BUCKET TRUCK | 2007 | INTERNATIONAL | 4300 | OWNED |
| **48** | BUCKET TRUCK | 2005 | INTERNATIONAL | 4300 | OWNED |
| **49** | BUCKET TRUCK | 2006 | FORD | F-650 | OWNED |
| **50** | BUCKET TRUCK | 2003 | INTERNATIONAL | 4200 | OWNED |
| **51** | BUCKET TRUCK | 2005 | INTERNATIONAL | 7300 4X4 | OWNED |
| **52** | BUCKET TRUCK | 2011 | FREIGHTLINER | M2106 4X4 | OWNED |
| **53** | BUCKET TRUCK | 2007 | INTERNATIONAL | 4300 | OWNED |
| **54** | BUCKET TRUCK | 2007 | INTERNATIONAL | 4300 | OWNED |
| **55** | BUCKET TRUCK | 2007 | INTERNATIONAL | 4300 | OWNED |
| **56** | BUCKET TRUCK | 2007 | INTERNATIONAL | 4300 | OWNED |
| **57** | BUCKET TRUCK | 2003 | STERLING | ACTERRA | OWNED |
| **58** | BUCKET TRUCK | 2006 | INTERNATIONAL | 4300 | OWNED |
| **59** | BUCKET TRUCK | 2007 | INTERNATIONAL | 4300 | OWNED |
| **60** | BUCKET TRUCK | 2005 | FORD | F750 4X4 | OWNED |
| **61** | BUCKET TRUCK | 2006 | GMC | C7500 | OWNED |
| **62** | BUCKET TRUCK | 2009 | INTERNATIONAL | 7300 4X4 | OWNED |
| **63** | BUCKET TRUCK | 2009 | INTERNATIONAL | 4300 4X2 | OWNED |
| **64** | BUCKET TRUCK | 2008 | INTERNATIONAL | 4300 | OWNED |
| **65** | BUCKET TRUCK | 2007 | FORD | F750 | OWNED |
| **66** | BUCKET TRUCK | 2007 | FORD | F750 | OWNED |
| **67** | BUCKET TRUCK | 2005 | INTERNATIONAL | 4300 | OWNED |
| **68** | BUCKET TRUCK | 2005 | INTERNATIONAL | 4300 | OWNED |
| **69** | BUCKET TRUCK | 2007 | INTERNATIONAL | 5600 | OWNED |
| **70** | BUCKET TRUCK | 2011 | FORD | F750 | OWNED |
| **71** | BUCKET TRUCK | 2006 | FORD | F650 | OWNED |
| **72** | BUCKET TRUCK | 2006 | FORD | F650 | OWNED |
| **73** | BUCKET TRUCK | 2009 | INTERNATIONAL | 4300 | OWNED |
| **74** | BUCKET TRUCK | 2012 | FORD | F750 | OWNED |
| **75** | BUCKET TRUCK | 2007 | INTERNATIONAL | 7300 | OWNED |
| **76** | BUCKET TRUCK | 2022 | INTERNATIONAL | HV507 SFA 4X4 | OWNED |
| **77** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **78** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **79** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **80** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **81** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **82** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **83** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **84** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **85** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **86** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **87** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **88** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **89** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **90** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **91** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |

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|---|---|---|---|---|---|
| **92** | BUCKET TRUCK | 2023 | FREIGHTLINER | M2106 4X2 | OWNED |
| **93** | BUCKET TRUCK | 2021 | FREIGHTLINER | M2106 | OWNED |
| **94** | BUCKET TRUCK | 2021 | FREIGHTLINER | M2106 | OWNED |
| **95** | BUCKET TRUCK | 2021 | FREIGHTLINER | M2106 | OWNED |
| **96** | BUCKET TRUCK | 2021 | FREIGHTLINER | M2106 | OWNED |
| **97** | BUCKET TRUCK | 2021 | FREIGHTLINER | M2106 | OWNED |
| **98** | CHIP TRUCK | 1999 | STERLING | L-SERIES | OWNED |
| **99** | CHIP TRUCK | 2000 | FORD | F650 | OWNED |
| **100** | CHIP TRUCK | 2004 | STERLING | L-SERIES | OWNED |
| **101** | CHIP TRUCK | 2001 | CHEVY | C-7500 | OWNED |
| **102** | CHIP TRUCK | 1995 | INTL | 4700 | OWNED |
| **103** | CHIP TRUCK | 2000 | FORD | F450 | OWNED |
| **104** | CHIP TRUCK | 1999 | INTL | 4700 | OWNED |
| **105** | CHIP TRUCK | 2000 | INTL | 4700 | OWNED |
| **106** | CHIP TRUCK | 1999 | INTL | 4700 | OWNED |
| **107** | CHIP TRUCK | 2003 | FORD | F550 | OWNED |
| **108** | CHIP TRUCK | 2011 | CHEVY | 3500HD | OWNED |
| **109** | CHIP TRUCK | 2009 | CHEVY | 3500HD | OWNED |
| **110** | CHIP TRUCK | 2005 | INTL | 4200 | OWNED |
| **111** | CHIP TRUCK | 2005 | GMC | C5500 | OWNED |
| **112** | CHIP TRUCK | 2004 | GMC | C5500 | OWNED |
| **113** | CHIP TRUCK | 2005 | GMC | C5500 | OWNED |
| **114** | CHIP TRUCK | 2007 | FORD | F550 | OWNED |
| **115** | CHIP TRUCK | 2006 | GMC | 6500 | OWNED |
| **116** | CHIP TRUCK | 2006 | FORD | F350 4X4 | OWNED |
| **117** | CHIP TRUCK | 2006 | GMC | C5500 | OWNED |
| **118** | CHIP TRUCK | 2011 | FORD | F550 4X4 | OWNED |
| **119** | CHIP TRUCK | 2010 | FORD | F550 4X4 | OWNED |
| **120** | CHIP TRUCK | 2006 | GMC | C8500 | OWNED |
| **121** | CHIP TRUCK | 2006 | FORD | F650 | OWNED |
| **122** | CHIP TRUCK | 2003 | INT'L | 4200 VT365 4X2 | OWNED |
| **123** | CHIP TRUCK | 2011 | FORD | F550 | OWNED |
| **124** | CHIP TRUCK | 2012 | FORD | F550XL | OWNED |
| **125** | CHIP TRUCK | 2008 | FORD | F550XL | OWNED |
| **126** | CHIP TRUCK | 2007 | FORD | F550 | OWNED |
| **127** | CHIP TRUCK | 2011 | FORD | F450XL | OWNED |
| **128** | CHIP TRUCK | 2011 | FORD | F350XL | OWNED |
| **129** | CHIP TRUCK | 2002 | INTERNATIONAL | 4700 | OWNED |
| **130** | CHIP TRUCK | 2006 | FORD | F650 | OWNED |
| **131** | CHIP TRUCK | 2005 | FORD | F650 | OWNED |
| **132** | CHIP TRUCK | 2010 | INTERNATIONAL | 4300 | OWNED |
| **133** | CHIP TRUCK | 2008 | INTERNATIONAL | 4300 | OWNED |
| **134** | CHIP TRUCK | 2010 | INTERNATIONAL | 4300 | OWNED |
| **135** | CHIP TRUCK | 2005 | INTERNATIONAL | 4200 | OWNED |
| **136** | CHIP TRUCK | 2001 | INTERNATIONAL | 4700 | OWNED |
| **137** | CHIP TRUCK | 2014 | DODGE | 5500 | OWNED |
| **138** | CHIP TRUCK | 2014 | DODGE | 5500 | OWNED |
| **139** | CHIP TRUCK | 2014 | DODGE | 5500 | OWNED |
| **140** | CHIP TRUCK | 2014 | DODGE | 5500 | OWNED |
| **141** | CHIP TRUCK | 2014 | DODGE | 5500 | OWNED |
| **142** | CHIP TRUCK | 2014 | DODGE | 5500 | OWNED |
| **143** | CHIP TRUCK | 2014 | DODGE | 5500 | OWNED |
| **144** | CHIPPER 12” | 2003 | BRUSH BANDIT | 200 | OWNED |
| **145** | CHIPPER 12” | 2004 | WOODCHUCK | WC1200 | OWNED |
| **146** | CHIPPER 12” | 2004 | ALTEC | DC1217 | OWNED |
| **147** | CHIPPER 12” | 2004 | WOODCHUCK | WC1200 | OWNED |
| **148** | CHIPPER 12” | 2004 | WOODCHUCK | WC1200 | OWNED |

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| **149** | CHIPPER 12” | 2013 | ALTEC | CFD1217 | OWNED |
| **150** | CHIPPER 12” | 2013 | ALTEC | CFD1217 | OWNED |
| **151** | CHIPPER 12” | 2013 | ALTEC | CFD1217 | OWNED |
| **152** | CHIPPER 12” | 2013 | ALTEC | CFD1217 | OWNED |
| **153** | CHIPPER 12” | 2004 | MORBARK | 12B | OWNED |
| **154** | CHIPPER 12” | 2004 | MORBARK | 12B | OWNED |
| **155** | CHIPPER 12” | 2008 | ALTEC | CFD1217 | OWNED |
| **156** | CHIPPER 12” | 2009 | MORBARK | M12R | OWNED |
| **157** | CHIPPER 12” | 2006 | MORBARK | 12B | OWNED |
| **158** | CHIPPER 12” | 2010 | ALTEC | CFD1217 | OWNED |
| **159** | CHIPPER 12” | 2010 | ALTEC | CFD1217 | OWNED |
| **160** | CHIPPER 12” | 2012 | ALTEC | CFD1217 | OWNED |
| **161** | CHIPPER 12” | 2012 | ALTEC | CFD1217 | OWNED |
| **162** | CHIPPER 12” | 2002 | MORBARK | 2012D-02 | OWNED |
| **163** | CHIPPER 12” | 2010 | ALTEC | CFD1217 | OWNED |
| **164** | CHIPPER 12” | 2012 | ALTEC | CFD1217 | OWNED |
| **165** | CHIPPER 12” | 2012 | ALTEC | CFD1217 | OWNED |
| **166** | CHIPPER 12” | 2011 | ALTEC | CFD1217 | OWNED |
| **167** | CHIPPER 12” | 2013 | VERMEER | BC1000XL | OWNED |
| **168** | CHIPPER 12” | 2013 | VERMEER | BC1000XL | OWNED |
| **169** | CHIPPER 14” | 2009 | MORBARK | BEEVER M14R | OWNED |
| **170** | CHIPPER 15” | 2004 | BRUSH BANDIT | INTIMIDATOR 1590 | OWNED |
| **171** | CHIPPER 18” | 2012 | BRUSH BANDIT | 1590XP | OWNED |
| **172** | CHIPPER 18” | 2003 | MORBARK | 2400XL | OWNED |
| **173** | CHIPPER 18” | 2004 | MORBARK | 2400XL | OWNED |
| **174** | CHIPPER 18” | 2006 | MORBARK | 2400XL | OWNED |
| **175** | CHIPPER 18” | 2007 | MORBARK | 2400XL | OWNED |
| **176** | CHIPPER 18” | 2006 | MORBARK | 18 | OWNED |
| **177** | CHIPPER 18” | 2008 | ALTEC | DC1820 | OWNED |
| **178** | CHIPPER 18” | 2008 | BRUSH BANDIT | 1890XP | OWNED |
| **179** | CHIPPER 18” | 2008 | BRUSH BANDIT | 1890XP | OWNED |
| **180** | CHIPPER 18” | 2005 | MORBARK | HURRICANE 18 | OWNED |
| **181** | CHIPPER 20” | 2005 | BANDIT | 2090 | OWNED |
| **182** | DUMP TRUCK | 2005 | GMC | C4500 | OWNED |
| **183** | DUMP TRUCK | 1999 | INTERNATIONAL | 4700 | OWNED |
| **184** | DUMP TRUCK | 2003 | INTERNATIONAL | 4300 DEBRIS | OWNED |
| **185** | DUMP TRUCK | 2002 | INTERNATIONAL | 4900 | OWNED |
| **186** | DUMP TRAILER | 2006 | GREAT LAKES | TR2450DC | OWNED |
| **187** | DUMP TRAILER | 2006 | GREAT LAKES | TR2450DC | OWNED |
| **188** | EXCAVATOR | 2006 | CATERPILLAR | 325 CL | OWNED |
| **189** | EXCAVATOR | 1997 | JOHN DEERE | 892 ELC | OWNED |
| **190** | EXCAVATOR | 2015 | CATERPILLAR | 305 | OWNED |
| **191** | EXCAVATOR | 2019 | CATERPILLAR | 313 | OWNED |
| **192** | FORK LIFT | 2000 | CATERPILLAR | DP40K | OWNED |
| **193** | FORK LIFT | 1998 | CLARK | DPH60PK | OWNED |
| **194** | FORK LIFT | 2000 | KOMATSU | FG30HTLP-12 | OWNED |
| **195** | GRAPPLE TRUCK | 2007 | STERLING | LT9513 | OWNED |
| **196** | GRAPPLE TRUCK | 2007 | STERLING | LT9513 | OWNED |
| **197** | GRAPPLE TRUCK | 2006 | STERLING | LT9513 | OWNED |
| **198** | GRAPPLE TRUCK | 2005 | STERLING | LT9513 | OWNED |
| **199** | GRAPPLE TRUCK | 2006 | STERLING | LT9513 | OWNED |
| **200** | GRAPPLE TRUCK | 2006 | STERLING | LT9513 | OWNED |
| **201** | GRAPPLE TRUCK | 2007 | STERLING | LT9513 | OWNED |
| **202** | GRAPPLE TRUCK | 2005 | INTERNATIONAL | 4300 | OWNED |
| **203** | GRAPPLE TRUCK | 2005 | INTERNATIONAL | 7300 | OWNED |
| **204** | GRAPPLE TRUCK | 2009 | INTERNATIONAL | 7300 | OWNED |
| **205** | GRAPPLE TRUCK | 2006 | INTL | 7400 | OWNED |

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| **206** | GRAPPLE TRUCK | 2012 | FREIGHTLINER | M2 | OWNED |
| **207** | GRAPPLE TRUCK | 2007 | STERLING | LT9500 | OWNED |
| **208** | GRAPPLE TRUCK | 2009 | INTL | 7400 | OWNED |
| **209** | GRAPPLE TRUCK | 2021 | PETERBILT | 567 | OWNED |
| **210** | GRAPPLE TRUCK | 2007 | ISUZU | | OWNED |
| **211** | HYDRO-AX | 2005 | HYDRO-AX | 721E | OWNED |
| **212** | HYDRO-AX | 2002 | HYDRO-AX | 721E | OWNED |
| **213** | BRUSH CUTTER | 2018 | KERSHAW | KLEARWAY 500 | OWNED |
| **214** | BRUSH CUTTER | 2003 | KERSHAW | KLEARWAY 500 | OWNED |
| **215** | BRUSH CUTTER | 2023 | KERSHAW | KLEARWAY 500 | OWNED |
| **216** | LEAF LOADER | 2006 | GIANT VAC. | 65HD | OWNED |
| **217** | LOADER | 2005 | CATERPILLAR | 252B | OWNED |
| **218** | LOADER/SKID STEER | 2008 | BOBCAT | MT55 | OWNED |
| **219** | LOADER/SKID STEER | 2012 | CATERPILLAR | 299C | OWNED |
| **220** | LOADER/SKID STEER | 2012 | CATERPILLAR | 289C | OWNED |
| **221** | LOADER/SKID STEER | 2021 | CAT | 289D3 | OWNED |
| **222** | LOADER/SKID STEER | 2021 | CAT | 299D3 | OWNED |
| **223** | LOADER/SKID STEER | 2021 | CAT | 289D3 | OWNED |
| **224** | LOADER/SKID STEER | 2022 | CAT | 299D3 | OWNED |
| **225** | LOADER/SKID STEER | 2022 | CAT | 259D | OWNED |
| **226** | LOG SPLIT | 2006 | RAYCO | LS2526 | OWNED |
| **227** | MECHANIC TRUCK | 2005 | CHEVROLET | C5500 | OWNED |
| **228** | MECHANIC TRUCK | 2007 | CHEVROLET | 3500HD | OWNED |
| **229** | MECHANIC TRUCK | 2008 | DODGE | D3500 | OWNED |
| **230** | MECHANIC TRUCK | 2012 | DODGE | 4500HD | OWNED |
| **231** | MECHANIC TRUCK | 2001 | FORD | F-750 | OWNED |
| **232** | MECHANIC TRUCK | 2008 | FORD | 450XL | OWNED |
| **233** | MECHANIC TRUCK | 1999 | GMC | C7500 | OWNED |
| **234** | MECHANIC TRUCK | 2013 | DODGE | RAM 5500 | OWNED |
| **235** | MECHANIC TRUCK | 2015 | DODGE | RAM 5500 | OWNED |
| **236** | MECHANIC TRUCK | 2012 | DODGE | RAM 5500 | OWNED |
| **237** | MECHANIC TRUCK | 2010 | DODGE | RAM 5500 4X4 | OWNED |
| **238** | MECHANIC TRUCK | 2007 | FORD | F750 | OWNED |
| **239** | MECHANIC TRUCK | 2017 | DODGE | RAM 5500 | OWNED |
| **240** | MECHANIC TRUCK | 2017 | FORD | F550XL | OWNED |
| **241** | MECHANIC TRUCK | 2016 | CHEVROLET | SILVERADO 3500HD | OWNED |
| **242** | PAY LOADER | 1990 | CASE | W14C | OWNED |
| **243** | PAY LOADER | 2003 | KOMATSU | WA450-5L | OWNED |
| **244** | PICK-UP | 2001 | FORD | F-450 | OWNED |
| **245** | PICK-UP | 1999 | FORD | F-550 BOX TRUCK | OWNED |
| **246** | PICK-UP | 2000 | GMC | C6500 | OWNED |
| **247** | PICK-UP | 2006 | CHEVY | SUBURBAN | OWNED |
| **248** | PICK-UP | 2011 | CHEVY | 2500HD | OWNED |
| **249** | PICK-UP | 2012 | FORD | F150XL | OWNED |
| **250** | PICK-UP | 2008 | FORD | F150 4X4 | OWNED |
| **251** | PICK-UP | 2005 | FORD | F250 4X4 | OWNED |
| **252** | PICK-UP | 2008 | DODGE | D1500 | OWNED |
| **253** | PICK-UP | 2008 | CHEVROLET | C1500 | OWNED |
| **254** | PICK-UP | 2007 | FORD | F150 | OWNED |
| **255** | PICK-UP | 1994 | AM GENERAL | M998 HUMVEE | OWNED |
| **256** | PICK-UP | 2009 | FORD RANGER | EXT. CAB | OWNED |
| **257** | PICK-UP | 2007 | CHEVROLET | TAHOE | OWNED |
| **258** | PICK-UP | 2013 | DODGE | RAM 2500 | OWNED |
| **259** | PICK-UP | 2012 | DODGE | RAM 2500 | OWNED |
| **260** | PICK-UP | 2008 | FORD | F250 XL | OWNED |
| **261** | PICK-UP | 2008 | CHEVROLET | 1500 4X4 | OWNED |
| **262** | PICK-UP | 2011 | FORD | 250XL CREW CAB | OWNED |

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| **263** | PICK-UP | 2004 | FORD | EXCURSION 4X4 | OWNED |
| **264** | PICK-UP | 2018 | CHEVROLET | TAHOE | OWNED |
| **265** | PICK-UP | 2018 | GMC | 2500 CREW | OWNED |
| **266** | PICK-UP | 2018 | GMC | 2500 CREW | OWNED |
| **267** | PICK-UP | 2012 | CHEVROLET | 1500 SILVERADO CR | OWNED |
| **268** | PICK-UP | 2008 | CHEVROLET | C2500HD | OWNED |
| **269** | PICK-UP | 2007 | CHEVROLET | C2500HD | OWNED |
| **270** | PICK-UP | 2013 | CHEVROLET | K1500 SUBURBAN | OWNED |
| **271** | PICK-UP | 2015 | CHEVROLET | SILVERADO 3500HD | OWNED |
| **272** | PICK-UP | 2013 | CHEVROLET | SILVERADO 2500HD | OWNED |
| **273** | PICK-UP | 2013 | CHEVROLET | SILVERADO 2500HD | OWNED |
| **274** | PICK-UP | 2012 | CHEVROLET | SILVERADO 2500HD | OWNED |
| **275** | PICK-UP | 2012 | CHEVROLET | SILVERADO 2500HD | OWNED |
| **276** | PICK-UP | 2014 | CHEVROLET | K1500 4X4 | OWNED |
| **277** | PICK-UP | 2011 | CHEVROLET | 2500 4X4 | OWNED |
| **278** | PICK-UP | 2007 | FORD | F550 FLATBED | OWNED |
| **279** | PICK-UP | 2019 | GMC | YUKON XL | OWNED |
| **280** | PICK-UP | 2015 | FORD | F250 | OWNED |
| **281** | PICK-UP | 2013 | FORD | F250 | OWNED |
| **282** | PICK-UP | 2014 | CHEVROLET | 1500 | OWNED |
| **283** | PICK-UP | 2014 | CHEVROLET | 1500 | OWNED |
| **284** | PICK-UP | 2019 | GMC | SIERRA 2500 | OWNED |
| **285** | PICK-UP | 2012 | CHEVROLET | TAHOE | OWNED |
| **286** | PICK-UP | 2008 | GMC | K2500 4X4 | OWNED |
| **287** | PICK-UP | 2019 | CHEVROLET | 2500HD | OWNED |
| **288** | PICK-UP | 2010 | FORD | F150XL | OWNED |
| **289** | PICK-UP | 2021 | FORD | F250 SUPER DUTY | OWNED |
| **290** | PICK-UP | 2021 | GMC | YUKON | OWNED |
| **291** | PICK-UP | 2021 | CHEVROLET | TAHOE | OWNED |
| **292** | PICK-UP | 2015 | CHEVROLET | SILVERADO 3500HD | OWNED |
| **293** | PICK-UP | 2019 | CHEVROLET | SILVERADO 2500HD | OWNED |
| **294** | PICK-UP | 2019 | CHEVROLET | SILVERADO 1500 | OWNED |
| **295** | PICK-UP | 2021 | CHEVROLET | SILVERADO 2500HD | OWNED |
| **296** | PICK-UP | 2003 | FORD | F150 | OWNED |
| **297** | PICK-UP | 2021 | CHEVROLET | SILVERADO 2500HD | OWNED |
| **298** | PICK-UP | 2019 | FORD | F150 | OWNED |
| **299** | PICK-UP | 2021 | GMC | SIERRA 1500 | OWNED |
| **300** | PICK-UP | 2021 | FORD | F350 SUPER DUTY | OWNED |
| **301** | PICK-UP | 2016 | CHEVROLET | TAHOE | OWNED |
| **302** | PICK-UP | 2016 | CHEVROLET | TAHOE | OWNED |
| **303** | PICK-UP | 2022 | GMC | SIERRA 2500HD | OWNED |
| **304** | PICK-UP | 2022 | GMC | YUKON | OWNED |
| **305** | PICK-UP | 2021 | CHEVROLET | SILVERADO 2500HD | OWNED |
| **306** | PICK-UP | 2022 | DODGE | RAM 3500 | OWNED |
| **307** | PICK-UP | 2022 | CHEVROLET | TAHOE | OWNED |
| **308** | PICK-UP | 2022 | GMC | YUKON | OWNED |
| **309** | PRESSURE WASHER | 2013 | EASY KLEEN | MAGNUM 4000 | OWNED |
| **310** | PRESSURE WASHER | 2004 | NORTH STAR | GX | OWNED |
| **311** | ROLL OFF | 2005 | STERLING | LT9513 | OWNED |
| **312** | ROLLBACK | 2008 | FORD | F-550XL | OWNED |
| **313** | ROLLBACK | 2001 | FREIGHTLINER | M2 | OWNED |
| **314** | SAND BLASTER | 2014 | DB1500 | DB1500 | OWNED |
| **315** | SCISSOR LIFT | 2001 | JLG | 33RTS | OWNED |
| **316** | SEMI-TRACTOR | 2002 | PETERBILT | 378 | OWNED |
| **317** | SEMI-TRACTOR | 1990 | PETERBILT | 379 | OWNED |
| **318** | SEMI-TRACTOR | 2006 | STERLING | A9500 | OWNED |
| **319** | SEMI-TRACTOR | 2004 | PETERBILT | 379 | OWNED |

| | | | | | |
|---|---|---|---|---|---|
| **320** | SEMI-TRACTOR | 2015 | MACK | CHU613 | OWNED |
| **321** | SHREDDER | 2012 | KOMPTECH | 6000 | OWNED |
| **322** | SHREDDER | 2012 | KOMPTECH | 5000 | OWNED |
| **323** | SIDE BY SIDE | 2008 | KUBOTA | RTV1100 | OWNED |
| **324** | SIDE BY SIDE | 2008 | KUBOTA | RTV1100 | OWNED |
| **325** | SIDE BY SIDE | 2008 | KUBOTA | RTV1100 | OWNED |
| **326** | SIDE BY SIDE | 2008 | KUBOTA | RTV1100 | OWNED |
| **327** | SIDE BY SIDE | 2008 | KUBOTA | RTV1100 | OWNED |
| **328** | SKID SPRAYER | 2006 | H&H FARM | 200GAL | OWNED |
| **329** | SKYTRIM | 2004 | JARRAFF | CRAWLER WD CH | OWNED |
| **330** | SKYTRIM | 2008 | JARRAFF | 75' | OWNED |
| **331** | SKYTRIM | 2008 | JARRAFF | 75' | OWNED |
| **332** | SKYTRIM | 2010 | JARRAFF | 75' | OWNED |
| **333** | SKYTRIM | 2003 | KERSHAW | SKYTRIM 75X | OWNED |
| **334** | SKYTRIM | 2004 | KERSHAW | SKYTRIM 75X | OWNED |
| **335** | SKYTRIM | 2005 | KERSHAW | SKYTRIM 75X | OWNED |
| **336** | SKYTRIM | 2006 | KERSHAW | SKYTRIM 75X | OWNED |
| **337** | SKYTRIM | 2007 | KERSHAW | SKYTRIM 75 | OWNED |
| **338** | SKYTRIM | 2009 | KERSHAW | SKYTRIM 75-G2 | OWNED |
| **339** | SKYTRIM | 2009 | KERSHAW | SKYTRIM 75-G2 | OWNED |
| **340** | SKYTRIM | 2010 | KERSHAW | SKYTRIM 75X | OWNED |
| **341** | SKYTRIM | 2010 | KERSHAW | SKYTRIM 75-G2 | OWNED |
| **342** | SKYTRIM | 2010 | KERSHAW | SKYTRIM 75-G2 | OWNED |
| **343** | SKYTRIM | 2011 | KERSHAW | SKYTRIM 75-G2 | OWNED |
| **344** | SKYTRIM | 2012 | KERSHAW | SKYTRIM 75-G2 | OWNED |
| **345** | SKYTRIM | 2007 | KERSHAW | SKYTRIM 75X | OWNED |
| **346** | SKYTRIM | 2009 | JARRAFF | 75’ | OWNED |
| **347** | SKYTRIM | 2010 | KERSHAW | 75-G2 | OWNED |
| **348** | SKYTRIM | 2009 | JARRAFF | 75’ | OWNED |
| **349** | SKYTRIM | 2009 | JARRAFF | 75' | OWNED |
| **350** | SKYTRIM | 2006 | JARRAFF | 75’ | OWNED |
| **351** | SKYTRIM | 2011 | KERSHAW | 75' | OWNED |
| **352** | SKYTRIM | 2011 | KERSHAW | 75' | OWNED |
| **353** | SKYTRIM | 2014 | KERSHAW | 75' | OWNED |
| **354** | SPRAY RIG | 1988 | INTERNATIONAL | S SERIES (1800) | OWNED |
| **355** | SPRAY RIG | 2006 | STERLING | ACTERRA | OWNED |
| **356** | SPRAY RIG | 2006 | STERLING | ACTERRA | OWNED |
| **357** | STUMP GRINDER | 2007 | MORBARK | D52SP | OWNED |
| **358** | STUMP GRINDER | 2006 | RAYCO | SUPER RG50 | OWNED |
| **359** | STUMP GRINDER | 2007 | RAYCO | RG90 | OWNED |
| **360** | STUMP GRINDER | 2013 | RAYCO | RG100X | OWNED |
| **361** | STUMP GRINDER | 2021 | RAYCO | RG165T-R RRC | OWNED |
| **362** | SWEEPER/BROOM | 2005 | TERRAMITE | TSS38 | OWNED |
| **363** | TRACK LOADER | 2005 | CATERPILLAR | 287B | OWNED |
| **364** | TRACK LOADER | 2006 | CATERPILLAR | 257B | OWNED |
| **365** | TRACTOR | 2011 | JOHN DEERE | 6330 | OWNED |
| **366** | TRACTOR | 2003 | NEW HOLLAND | TB100 | OWNED |
| **367** | TRACTOR | 2003 | NEW HOLLAND | TB100 | OWNED |
| **368** | TRACTOR | 2005 | NEW HOLLAND | TV145 | OWNED |
| **369** | TRACTOR | 2007 | NEW HOLLAND | TV145 | OWNED |
| **370** | TRACTOR | 2007 | NEW HOLLAND | TV145 | OWNED |
| **371** | TRACTOR | 2008 | NEW HOLLAND | TB120 | OWNED |
| **372** | TRACTOR | 2008 | NEW HOLLAND | TB120 | OWNED |
| **373** | TRACTOR | 2008 | NEW HOLLAND | TB120 | OWNED |
| **374** | TRACTOR | 2008 | NEW HOLLAND | TB120 | OWNED |
| **375** | TRACTOR | 2010 | NEW HOLLAND | TS6030 | OWNED |
| **376** | TRACTOR | 2010 | NEW HOLLAND | TS6030 | OWNED |

| | | | | | |
|---|---|---|---|---|---|
| **377** | TRACTOR | 2005 | NEW HOLLAND | TV145 | OWNED |
| **378** | TRACTOR | 2011 | NEW HOLLAND | TS6030 | OWNED |
| **379** | TRACTOR | 2011 | NEW HOLLAND | TS6030 | OWNED |
| **380** | TRACTOR | 2010 | JOHN DEERE | 6330 | OWNED |
| **381** | TRACTOR | 2007 | JOHN DEERE | 6415 | OWNED |
| **382** | TRACTOR | 2011 | JOHN DEERE | 6330 | OWNED |
| **383** | TRACTOR | 2010 | JOHN DEERE | 6330 | OWNED |
| **384** | TRACTOR | 2003 | NEW HOLLAND | TB110 | OWNED |
| **385** | TRACTOR | 2012 | NEW HOLLAND | TS6.120 | OWNED |
| **386** | TRACTOR ALAMO MOWER | 2007 | NEW HOLLAND | TS115A | OWNED |
| **387** | TRAILER | 2012 | CARRYON | WGWATV | OWNED |
| **388** | TRAILER | 1995 | DOOLITTLE | 12' LANDSCAPE | OWNED |
| **389** | TRAILER | 2010 | TIGER | 18 BP | OWNED |
| **390** | TRAILER | 1985 | ROAD SYSTEMS | 28' PUP | OWNED |
| **391** | TRAILER (10 TON) | 2005 | TOWMASTER | T20 | OWNED |
| **392** | TRAILER (12 TON) | 2004 | ALL PRO | IMPERIAL | OWNED |
| **393** | TRAILER (12 TON) | 1999 | BUTLER | B-2421-A | OWNED |
| **394** | TRAILER (20' CONTAINER) | 1976 | ALLI | CB7 SE | OWNED |
| **395** | TRAILER (20' CONTAINER) | 1971 | GIND | 801 SE | OWNED |
| **396** | TRAILER (5 TON) | 2005 | CONTRAIL | C10 | OWNED |
| **397** | TRAILER (55 TON) | 2004 | TALBERT | T4DW55SAHBG1T1 | OWNED |
| **398** | TRAILER (JOB SITE/OFFICE) | 1996 | GREAT DANE | JOB SITE/OFFICE | OWNED |
| **399** | TRAILER (LOW BOY) | 1976 | ROGERS | 40 TON | OWNED |
| **400** | TRAILER (STEP DECK) | 2014 | FONTAINE | HCVSD22TAF | OWNED |
| **401** | WHEEL LOADER | 2005 | CATERPILLAR | 252B | OWNED |

## Subcontractors

In addition to the LGS equipment listed above, we have local and national pre-positioned contractors which will provide immediate additional labor and equipment.

### Pre-approved Subcontractors

| | |
|---|---|
| • Michael Tree and Loader Service, LLC. | Memphis, TN |
| • Willis Recovery, LLC | Chester, SC |
| • Beeghly Tree, LLC | Somerset, PA |
| • Contaminant Control Inc. | Hope Mills, NC |
| • Medek Enterprises, LLC | Mechanicsville, VA |
| • Mid-Atlantic Tree Service, LLC | Toano, VA |
| • H2 Construction, Inc. | Waverly, MO |
| • Timberlane Tree and Landscaping, LLC | Charlotte Court House, VA |

LGS has over 100 other pre-approved subcontractors available from across the United States.

INNOVATIVE

RESPONSE · RECOVERY · RESULTS

LGS has access to over a thousand pieces of equipment and a labor force in the hundreds from subcontractors from around the country. The following list is supplied showing resources available from the specific subcontractors listed above:

- 125 Knuckle Boom Self Loaders 50+ CY capacity
- 8 Vegetation Grinders with 250 CY per hour capabilities
- 35 Pay loader 3 CY capacity or larger
- 100 Aerial Tree Trim Bucket Trucks
- 6 Sand Screening Plants
- 8 off road Dump Trucks
- 20 Skid Steer Loaders
- 20 Walking Floor Mulch Trailers
- 15 Excavators 45,000 lbs. equivalent or larger
- 6 Mechanic Support Trucks
- Street Sweeping Units
- Dust Suppression Water Trucks
- Roll off Container Trucks with multiple Drop Containers
- 35 Brush Chippers 12-inch capacity or greater
- 35 Chipper Dump Trucks

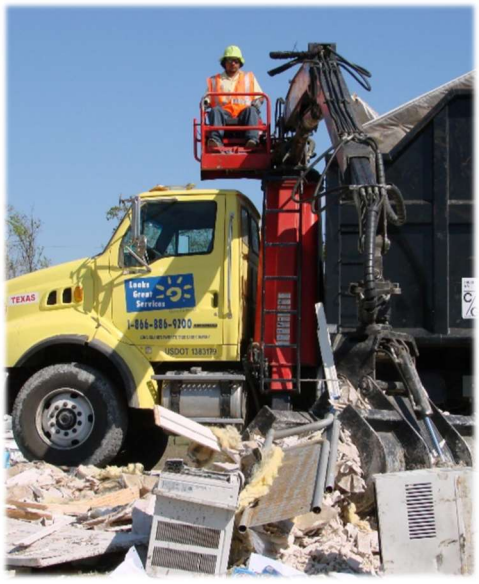

## Subcontractor List

In addition to Looks Great Services of MS, Inc. being a Woman-Owned Small Business - DBE, we are committed to utilizing as many local small businesses and DBEs and MBEs as possible. LGS has identified over 2,000 certified subcontractors across Florida and neighboring states in the Southern United States.

| Vendor | Address | City | ST | Zip |
|---|---|---|---|---|
| 1st Quality Clean Up | 6418 Dick Price Road | Mansfield | TX | 76063 |
| Beeghly Tree, LLC | 458 Hillvale Road | Somerset | PA | 15501 |
| Blue Lake Service, LLC | 8900 Waring Road | Pensacola | FL | 32534 |
| Bluestone Hills Tree Services, LLC | 1139 South High Street | Harrisonburg | VA | 22801 |
| Branched Out, LLC | 106 N Evans Ave | Raymore | MO | 64083 |
| Bravo Tree Service, Inc. | 7710 Limonite Ave | Jurupa Valley | CA | 92509 |
| Browns Tree Service, LLC | 841 NW Tyler Street | Topeka | KS | 66608 |
| Cahaba Disaster Recovery, LLC | 520 Mineral Trace | Birmingham | AL | 35244 |
| Century Construction Group, Inc | PO Box 1366 | Tupelo | MS | 38802 |
| Cleer Creek Construction, LLC | 15878 Hwy 37 | Taylorsville | MS | 39168 |
| Colonial Tree & Landscape, Inc. | 1855 Street Road | Southampton | PA | 18966 |
| Contaminant Control, Inc. | 3434 Black and Decker Road | Hope Hills | NC | 28348 |
| Conrad Tree Service, LLC | PO Box 4368 | Ocala | FL | 34478 |
| Crews Service Company | 246 Route U | Walnut Grove | MO | 65770 |
| Eharas Services & Solutions, Inc. | 6857 SE Downing Road | Holt | MO | 64048 |
| Enhanced Tree Care, LLC | 7337 SW 134th Street | Oklahoma City | OK | 73173 |
| Environmental Hauling, LLC | 1221 W 103rd Street | Kansas City | MO | 64114 |
| Farage Tree & Stump Removal, LLC | 12220 NW Skyview Avenue | Kansas City | MO | 64164 |
| Geisler Brothers Trucking, LLC | 9104 Idaho Street | Joshua | TX | 76058 |
| GFY Hauling, LLC | 2800 Silverthorne Trail | St. Cloud | FL | 34772 |
| Gladiators Tree Service, LLC | 2503 Backus Avenue | Springdale | AR | 72762 |
| H2 Construction, LLC | 702 W Walnut | Waverly | MO | 64096 |
| Hostetter Disaster Recovery | 200 Buckhorn | Waverly | MO | 64096 |
| Jack's Tree Service | PO Box 491 | Franklinton | LA | 70438 |
| Jamey Flannery Trucking, LLC | 67 E Pioneer Street | Crandon | WI | 54520 |
| Jeovani's Lawncare and Tree Service | 19719 Old Orange Road | Culpeper | VA | 22701 |
| J's Tree and Debris, LLC | 1000 W Lincoln Avenue | Caseyville | IL | 62232 |
| K and S Service Group, LLC | 5312 Prairieview Road | Greenwood | FL | 32443 |
| Langston Tree | 952 NW US Hwy 27 | Chiefland | FL | 32626 |
| MC Recovery, LLC | 519 County Road 17 | Sawyerville | AL | 36776 |
| Medek, Inc. | 7235 Bosher Drive | Mechanicsville | VA | 23116 |
| Michael's Tree and Loader Service, LLC | 3800 Knight Arnold Road | Memphis | TN | 38118 |
| Mid-Atlantic Tree Service, LLC | PO Box 21 | Toano | VA | 23168 |
| Mockingbird Tree Care | 2107 W Green Acres Drive | Rogers | AR | 72758 |
| Moore Dozer Service, LLC | PO Box 347 | Glenwood | AR | 71943 |
| Ocala Crane, LLC | 231 NE 11th Street | Ocala | FL | 34470 |
| Optimal Recovery, LLC | 34618 Mission Bell Lane | Dade City | FL | 33525 |
| Pride Contracting, Inc | 12603 Camp Charles Road | Bailey | NC | 27807 |
| Quick Response Enterprise, LLC | 15116 Reva Road | Reva | VA | 22735 |
| R&D Tree & Storm Service | 21599 US Hwy 17 | Townsend | GA | 31331 |
| River Lawn Care & Tree Service, LLC | 1355 Stockings Circle | Rockingham | VA | 22801 |
| Rodney's Tree Service and Stump Grinding, LLC | 765 Old Horton Road | Albertville | AL | 35950 |
| Safety Tree Service, LLC | 1221 W 103rd Street | Kansas City | MO | 64114 |
| Shawnee Mission Tree Service, Inc. | 8250 Cole Parkway | Shawnee | KS | 66227 |
| Sinclair's Tree Removal, LLC | 4591 Old Church Road | Lancaster | SC | 29720 |
| The Case Company of SC, LLC | PO Box 1407 | Langley | SC | 29834 |
| Timber Kings, LLC | 2630 SE Powell Road | Lathrop | MO | 64465 |
| Timberline Tree and Landscape, LLC | 11496 Countyline Road | Charlotte Courthouse | VA | 23923 |
| Titan Environmental Services, LLC | 1691 Matthews Manor Drive | Jacksonville | FL | 32211 |
| Total Urban Forestry, LLC | 231 NE 11th Street | Ocala | FL | 34470 |
| Triple B Timber Company, LLC | 17175 N Willet Road | Centralia | MO | 65240 |
| Trosper & Sons Construction, LLC | 910 W Harris Street | Hamilton | MO | 64644 |
| Williams Tree Company, LLC | 310 Border Street | Paragon | IN | 46166 |
| Willis Recovery, LLC | 2026 Walnut Grove Lane | Chester | SC | 29706 |
| Woodpecker's Tree Care | 11316 Dove Ridge Road | Hannibal | MO | 63401 |

# Section 3 – Work Experience

## Recently Activated Contracts

| Customer Name | Activation Date |
|---|---|
| City of Oviedo, Florida – Hurricane Milton | October 9th, 2024 |
| Toombs County, Georgia – Hurricane Helene | September 28th, 2024 |
| Johnson County, Georgia – Hurricane Helene | September 28th, 2024 |
| Brooks County, Georgia – Hurricane Helene | September 28th, 2024 |
| Desoto Parish, Louisiana – Hurricane Beryl | July 25th, 2024 |
| City of Dallas, Texas – Hurricane Beryl | July 19th, 2024 |
| CenterPoint Energy, Houston, Texas – Hurricane Beryl | July 10th, 2024 |
| City of Oyster Creek, Texas – Hurricane Beryl | July 10th, 2024 |
| City of Bentonville, Arkansas – Tornado | June 12th, 2024 |
| Benton County, Arkansas – Tornado | June 12th, 2024 |
| City of Rogers, Arkansas – Tornado | May 28th, 2024 |
| City of Princeton, Kentucky – Tornado | May 28th, 2024 |
| Caldwell County, Kentucky – Tornado | May 28th, 2024 |
| Florida State University, Tallahassee, Florida – Tornado | May 10th, 2024 |
| Tempest Energy, Slidell, Louisiana – Tornado | April 20th, 2024 |

## Recent Simultaneous Contract Experience

- **2024 Florida, Arkansas, & Kentucky Tornadoes:**

On May 10th, Florida State University in Tallahassee, FL, was struck by three EF-2 tornadoes. Just sixteen days later, on May 26th, Rogers, AR, and Bentonville, AR, were both hit by an EF-2 tornado, while Caldwell County, KY, faced the devastation of an EF-3 tornado. In both instances, within hours of the storms passing, Looks Great Services personnel were on the road, mobilizing quickly to assist in disaster recovery and debris removal efforts. These powerful tornadoes generated over 2 million cubic yards of debris.

- **2023 Mississippi & Arkansas Tornadoes:**

On March 24th, 2023, an EF-4 tornado struck Amory, MS while other tornadoes struck the town of Winona, MS as well as Panola County, MS & Montgomery County, MS. LGS was awarded for all 4 projects. Recovery efforts began immediately following the award. All projects operational within 48 hours of Notice to Proceed.



One week later, on March 31st, 2023, an EF-3 tornado struck Wynne, AR and Cross County, AR in which LGS was also awarded both projects. LGS responded immediately and was more than capable of handling multiple projects in multiple states utilizing internal crews, as well as pre-screened subcontractors led by a team of experienced LGS project managers.

LGS far exceeded client expectations on all five projects delivering exceptional results maximizing FEMA reimbursement for all parties involved. LGS collected, processed, and disposed of over 1 million cubic yards of debris resulting from the devasting damages in all Counties/Cities impacted by the tornadoes.

- **2023 Alabama Tornadoes:**

Starting in January of 2023 LGS was awarded Eutaw, AL, Dallas County, AL, and Elmore County, AL when multiple tornadoes touched down throughout the State of Alabama. LGS was once again activated through a cooperative County purchasing agreement through the Association of Alabama County Commissions of Alabama (ACCA). LGS performed all jobs simultaneously and was able to complete all projects successfully

on time collecting over 300,000 cubic yards of debris along with the hazardous tree pruning and removals managing numerous disposal sites throughout the state.

- **2022 Hurricane Ian:**

Before Hurricane Ian made landfall LGS was initially activated and mobilized over 200 personnel, over 100 pieces of equipment, in place ready to assist for Florida Power & Light. LGS performed so highly that Florida Power & Light kept LGS assisting the restoration efforts throughout the duration of the initial activation. LGS was then activated as the prime contractor for the City of Oviedo, FL and was also staged prior to Hurricane Ian making landfall. LGS then performed the cleanup efforts including debris removal, tree trimming/removal, debris reduction, hauling, and more for the City of Oviedo once again exceeding expectations. Then, after Hurricane Ian made landfall LGS was asked to assist other entities throughout the entire State of Florida including Hardee County, FL, Seminole County, FL, New Smyrna, FL, Holly Hill, FL, Florida Department of Transportation in Hardee County, FL & Lee County, Fl as well as Florida New College.

- **2022 Tornadoes:**

LGS was awarded Caldwell County, Marshall County, Princeton, KY, Lincoln County, MS, and Hendersonville, TN in early 2022. By utilizing a combination of subcontractors and self-performing management and tree trimming, LGS jointly completed 5 contracts at one time. Collectively this amounted to more than 800,000 yards of debris in 3 separate states. LGS successfully completed all work on time and in accordance with all specifications.

- **2021 Hurricane Zeta:**

LGS holds the District 3 contract for the Association of County Commissions of Alabama, which contains 13 counties in this District. After Hurricane Zeta caused a significant amount of damage in this District, LGS was activated by 3 counties at the same time. With the help of local subcontractors, LGS collectively managed, hauled, reduced, and disposed of more than 400,000 yards of vegetative debris in Dallas, Marengo, and Wilcox Counties within a 4-month period. LGS successfully completed all work in a timely manner and in accordance with all specifications.

- **2020 Tornadoes:**

In 2020, one of the largest tornado outbreaks occurred in Mississippi. LGS was awarded 3 separate contracts by the MS Department of Transportation as well contracts with Jasper County, Jefferson Davis County, Lawrence County, Marion County, and Jones County. LGS simultaneously completed all these contracts within a 4-month period and collectively processed more than 550,000 CY of debris. LGS successfully completed all work in a timely manner and in accordance with all specifications.

- **2017 Hurricane Irma:**

In 2017, Hurricane Irma caused widespread damage in Florida, Georgia, and South Carolina. LGS was awarded 3 separate contracts by Florida: Florida City, Miami Shores, and El Portal. LGS simultaneously completed all these contracts within a 3-month period and collectively processed more than 225,000 CY of debris. LGS successfully completed all work in a timely manner and in accordance with all specifications



## Large-Scale Past Performance

Since 2001 LGS has been involved in FEMA reimbursed projects. LGS works in compliance with the law, the regulations, and FEMA's codified policies regarding the FEMA Public Assistance (PA) Program. Below is a list of the individual FEMA contracts LGS has managed as the prime contractor that involved more than 250,000 CY of debris removed in the past 10 years.

| PROJECT | DATE | TOTAL CY | TOTAL DOLLAR AMOUNT INVOICED | FEDERAL REIMBURSEMENT AMOUNT | CONTACT |
|---|---|---|---|---|---|
| ***City of Rogers, AR DR-4788-AR*** | *5/29/2024 – Present* | *1,101,000 (to date)* | *$15,507,400.00 (to date)* | *TBD* | *Greg Hines, Mayor ghines@rogersar.gov 479-936-1444* |
| ***Benton County, AR DR-4788-AR*** | *6/27/2024 – Present* | *784,000 (to date)* | *$12,150,645.00 (to date)* | *TBD* | *Barry Moehring, County Judge barry.moehring@bentoncountyar.gov 479-271-5767* |
| ***City of Bentonville, AR DR-4788-AR*** | *6/26/2024 – Present* | *250,400 (to date)* | *$4,223,348.00 (to date)* | *TBD* | *Stephanie Orman, Mayor sorman@bentonvillear.com 479-659-9383* |
| ***City of Amory, MS DR-4697-MS*** | *3/29/2023 – 12/13/2023* | *520,202* | *$8,180,915.18* | *TBD* | *Corey Glenn, Mayor mayorglenn@cityofamoryms.com 662-256-5721* |
| ***City of Wynne, AR DR-4698-AR*** | *3/2/2023 – 6/20/2023* | *260,186* | *$3,660,345.87* | *TBD* | *Jennifer Hobbs, Mayor jhobbs@cityofwynne.com 870-238-0027* |
| ***Virginia DOT DR-04630*** | *5/9/2022- 8/7/2022* | *463,695* | *$4,100,376.30* | *TBD* | *Adam Medek, Project Director adam@medekcorp.com 913-439-9366* |
| ***Caldwell County, KY DR-4630*** | *12/15/2021- 4/16/2022* | *309,795* | *$2,431,930.21* | *$2,431,930.21* | *Jeff Boone, Magistrate Jeffboone@caldwellcourthouse.com 270-365-6660* |
| ***Marshall County, KY DR-4630*** | *12/22/2021 – 4/21/2022* | *539,410* | *$6,159,788.61* | *$6,159,788.61* | *Kevin Neal, Judge Executive Kevin.neal@marshallcountyky.gov 270-527-4750* |
| ***Association of County Commissions of AL – Dallas, Marengo, and Wilcox Counties – Hurricane Zeta DR-4573*** | *12/14/2020 – 4/16/2021* | *406,446* | *$6,913,884.04* | *$6,913,884.04* | *Heath Sexton, County Engineer hsexton@dallascounty-al.org 334-874-2503 Ken Atkins, County Engineer marengoengineer@bellsouth.net 334-295-2236* |
| ***Marion, Lawrence Jefferson Davis, and Jasper Counties - Mississippi Tornado DR-4536*** | *5/4/2020 – 8/9/2020* | *536,681* | *$6,765,705.01* | *$6,765,705.01* | *Les Dungan, County Engineer les@dunganeng.com 601-441-6411 Jeff Dungan, County Engineer jeff@dunganeng.com 601-731-2600* |
| ***Puerto Rico DTOP DR-4339*** | *12/2017 – 12/2020* | *319,320* | *$39,000,000.00* | *TBD* | *Elias Tirado Huertas, Director etirado@dtop.pr.gov* |
| ***Nassau County, NY DR-4085*** | *10/2012 – 5/2013* | *2,074,770* | *$60,398,300.00* | *$60,398,300.00* | *Richard Iadevaio, Superintendent riadevaio@nassaucountyny.gov 516-571-6824* |
| ***Long Beach, NY DR-4085*** | *10/2012 – 4/2013* | *455,000* | *$17,000,000.00* | *$17,000,000.00* | *Jim LaCarrubba, Commissioner jlacarrubba@longbeachny.org 516-431-1000* |
| ***Nassau County, NY DR-4021*** | *8/2011 – 1/2012* | *580,000* | *$6,697,200.00* | *$6,697,200.00* | *Richard Iadevaio, Superintendent riadevaio@nassaucountyny.gov 516-571-6824* |

## Previous Disaster Work and Experience

Since 2001, LGS has been involved in FEMA reimbursed projects. LGS works in compliance with the law, the regulations, and FEMA's codified policies regarding the FEMA Public Assistance (PA) Program. Below is an additional comprehensive list of the FEMA contracts LGS has been a part of. These total over 200,000 leaners and hangers and more than 10 million cubic yards of debris removed.

| *CLIENT NAME* | *EVENT* | *DATE* | *PC = Prime<br>PS = Prime Sub<br>S = Subcontractor* | *CONTRACT AMOUNT* | *C# = CONTRACT #<br>PO # = PURCHASE ORDER #<br>TO # = TASK ORDER#<br>NTP = DATE<br>PSA = PROFESSIONAL SERVICE AGREEMENT* |
|---|---|---|---|---|---|
| ***Toombs County, GA*** | *Hurricane Helene* | *September 2024* | *PC* | *TBD* | *DR-4830* |
| ***Johnson County, GA*** | *Hurricane Helene* | *September 2024* | *PC* | *TBD* | *DR-4830* |
| ***Brooks County, GA*** | *Hurricane Helene* | *September 2024* | *PC* | *$2,382,485.00* | *DR-4830* |
| ***CenterPoint Energy*** | *Hurricane Beryl* | *August 2024* | *S* | *$2,685,364.00* | *112843468* |
| ***City of Oyster Creek*** | *Hurricane Beryl* | *August 2024* | *PC* | *$161,164.00* | *DR-4798* |
| ***Desoto Parish, LA*** | *Hurricane Beryl* | *July 2024* | *PC* | *$566,895.00* | *N/A* |
| ***Crandall, TX*** | *Storm Debris* | *June 2024* | *PC* | *$20,616.00* | *N/A* |
| ***Castlehills, TX*** | *Storm Debris* | *June 2024* | *PC* | *$408,360.00* | *N/A* |
| ***Benton County, AR*** | *Tornado* | *June 2024* | *PC* | *$10,414,033.00* | *082-2024* |
| ***City of Bentonville, AR*** | *Tornado* | *June 2024* | *PC* | *$3,389,221.00* | *24-44* |
| ***City of Rogers, AR*** | *Tornado* | *May 2024* | *PC* | *$12,489,661.00* | *N/A* |
| ***City of Princeton, KY*** | *Tornado* | *May 2024* | *PC* | *$46,184.00* | *N/A* |
| ***Caldwell County, KY*** | *Tornado* | *May 2024* | *PC* | *$779,197.00* | *N/A* |
| ***CenterPoint Energy*** | *Tornado* | *April 2024* | *S* | *$187,648.00* | *112333319* |
| ***City of Oviedo, FL*** | *Debris Removal* | *April 2024* | *PC* | *$52,030.00* | *240205* |
| ***Florida State University*** | *Tornado* | *April 2024* | *PC* | *$1,468,245.00* | *6454-8* |
| ***Slidell, LA*** | *Tornado* | *April 2024* | *S* | *$386,470.00* | *N/A* |
| ***Desoto County, FL*** | *Stream Debris* | *March 2024* | *S* | *$6,607,101.00* | *N/A* |
| ***City of Round Rock, TX*** | *Debris Removal* | *December 2023* | *PC* | *$52,953.00* | *2023-350* |
| ***Coastal Water Authority, TX*** | *Dam Debris Removal* | *August 2023* | *PC* | *$110,000.00* | *N/A* |
| ***Town of Flower Mound, Texas*** | *Debris Hauling* | *November 2023* | *PC* | *$163,313.00* | *2023-12-A* |
| ***City of Dallas, TX*** | *Debris Hauling* | *November 2023* | *PC* | *$3,138,779.00* | *BG23-00022387* |
| ***Jasper County, MS*** | *Tornado* | *September 2023* | *PC* | *$506,231.25* | *N/A* |
| ***Hendersonville, TN*** | *Tornado* | *September 2023* | *PC* | *$329,990.40* | *N/A* |

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|---|---|---|---|---|---|
| **Panola County, MS** | Tornado | April 2023 | PC | $343,625.00 | DR-4697 |
| **Winona, MS** | Tornado | April 2023 | PC | $456,918.51 | DR-4697 |
| **Montgomery County, MS** | Tornado | April 2023 | PC | $361,464.00 | DR-4697 |
| **Cross County, AR** | Tornado | March 2023 | PC | $562,552.05 | N/A |
| **Virginia DOT** | Debris Removal | March 2023 | PC | $5,849,483.00 | N/A |
| **Eutaw, AL** | Tornado | February 2023 | PC | $232,852.83 | FEMA-4684-DR |
| **Dallas County, AL** | Tornado | January 2023 | PC | $389,366.93 | N/A |
| **Elmore County, AL** | Tornado | January 2023 | PC | $446,107.93 | FEMA-4684 DR |
| **Virginia DOT** | Snowstorm | May 2022 | S | EST: $10,000,000.00 | 49341-003 |
| **St. Louis, MO** | Straight-Line Wind | April 2022 | PS | $152,152.00 | N/A |
| **Tyndall AFB** | Hurricane Michael | April 2022 | PC | EST: $750,000.00 | BPA #FA481922Q0005 |
| **Hendersonville, TN** | Tornado | February 2022 | PC | $146,303.55 | DR-4630 |
| **Lincoln County, MS** | Hurricane Ida | January 2022 | PC | $198,230.26 | DR-4626 |
| **Caldwell County, KY** | Tornado | January 2022 | PC | $852,301.97 | DR-4630 |
| **Marshall County, KY** | Tornado | January 2022 | PC | $4,807,883.24 | DR-4630 |
| **Caldwell County, KY** | Tornado | December 2021 | PC | $1,579,628.24 | NTP 12.22.21 |
| **Marshall County, KY** | Tornado | December 2021 | PC | $1,351,905.37 | NTP 12.17.21 |
| **South LA Electric Coop.** | Hurricane Ida | September 2021 | PC | $20,986,794.83 | N/A |
| **Brookhaven, MS** | Hurricane Ida | September 2021 | PC | $60,575.00 | N/A |
| **Harrison County, MS** | Hurricane Ida | August 2021 | PC | $690,025.36 | 210610 |
| **Jefferson County, MS** | Ice-Storm | August 2021 | PC | $1,936,061.40 | FEMA-TBD |
| **Mississippi DOT** | Ice-Storm | June 2021 | PC | $1,227,126.20 | CMEP7000012771 |
| **Cleveland, MS** | Straight-Line Wind | June 2021 | PC | $300,408.00 | NTP 6.14.21 |
| **Jackson, MS** | Tornado | June 2021 | PS | $78,460.00 | NTP 6.3.21 |
| **Natchez, MS** | Ice Storm | March 2021 | PC | $627,179.31 | FEMA-TBD |
| **ACCA Marengo County, AL** | Hurricane Zeta | February 2021 | PC | $1,743,685.42 | FEMA-DR-4573 |
| **ACCA Wilcox County, AL** | Hurricane Zeta | January 2021 | PC | $1,394,919.74 | FEMA-DR-4573 |
| **ACCA Dallas County, AL** | Hurricane Zeta | December 2020 | PC | $3,775,278.88 | FEMA-DR-4573 |
| **Jefferson Davis County, MS** | Tornado | April 2020 | PC | $1,563,514.48 | FEMA-DR-4551-MS |
| **ACCA Pike County,** | Tornado | April 2020 | PC | $400,064.00 | Region 3 Contract |

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|---|---|---|---|---|---|
| **AL** | | | | | |
| **Jasper County, MS** | Tornado | April 2020 | PC | $1,899,079.90 | FEMA-DR-4551-MS |
| **Mississippi DOT** | Tornado | April 2020 | PC | $177,064.50 | MP-7000-16(231) |
| **Mississippi DOT** | Tornado | April 2020 | PC | $50,500.00 | MP-7000-39(225) |
| **Jones County, MS** | Tornado | April 2020 | PC | $660,797.34 | FEMA-DR-4551-MS |
| **Lawrence County, MS** | Tornado | April 2020 | PC | $1,320,274.77 | FEMA-DR-4551-MS |
| **Marion County, MS** | Tornado | April 2020 | PC | $812,029.88 | FEMA-DR-45XX-MS |
| **Mississippi DOT** | Tornado | April 2020 | PC | $1,411,516.90 | MP-7000-16(223) |
| **Lawrence County, MS** | Tornado | April 2020 | PC | $582,705.23 | FEMA-DR-4536-MS |
| **Jefferson Davis County, MS** | Tornado | April 2020 | PC | $3,471,894,.22 | FEMA-DR-4536-MS |
| **Mississippi DOT** | Tornado | October 2019 | PC | $256,000.00 | STP-0028-00(007) |
| **Yazoo County, MS** | Tornado | October 2019 | PC | $168,866.00 | FEMA-DR-4450-MS |
| **Columbus, MS** | Tornado | April 2019 | PC | $271,601.40 | FEMA-DR-4429-MS |
| **Puerto Rico DRD** | Hurricane Maria | March, 2019 | PC | EST: $9,000,000.00 | 2018-000-177 |
| **Univ. of NC, Wilmington** | Hurricane Florence | September, 2018 | PS | $76,695.00 | N/A |
| **St. James Plantation, NC** | Hurricane Florence | September 2018 | PS | $2,934,958.75 | N/A |
| **USACE/Power Secure** | Hurricane Maria | April, 2018 | PS | $2,000,000.00 | N/A |
| **Puerto Rico DOH** | Hurricane Maria | February, 2018 | PS | $1,000,000.00 | DOH-RFP-17-18-03 |
| **Puerto Rico DTOP** | Hurricane Maria | December, 2017 | PC | EST: $40,000,000.00 | 2018-000-177 |
| **Florida City, FL** | Hurricane Irma | September, 2017 | PC | $3,866,287.87 | FEMA-DR-4334/2017-004 |
| **Village of El Portal, FL** | Hurricane Irma | September, 2017 | PC | $1,680,800.67 | FEMA-DR-4334 |
| **Miami Shores Village, FL** | Hurricane Irma | September, 2017 | PC | $983,796.51 | FEMA-DR-4334 |
| **McIntosh County, GA** | Hurricane Irma | September, 2017 | S | $100,728.00 | FEMA-DR-4334 |
| **Volusia County, FL** | Hurricane Irma | September, 2017 | S | $462,575.00 | FEMA-DR-4334 |
| **Claiborne County** | Tornado | September, 2017 | PC | $1,346,973.73 | DR-4314-MS |
| **Central, LA** | Flooding | August, 2017 | PC | $4,006,000.00 | 2017-001 |
| **Holmes County, MS** | Tornado | June, 2017 | PC | $4,047,248.40 | DR-4314-MS |
| **Durant, MS** | Tornado | June, 2017 | PC | $1,775,021.45 | DR-4314-MS |
| **Mississippi DOT** | Tornado | June, 2017 | PC | $2,017,183.71 | MP-3000-26(114) |
| **Yazoo County, MS** | Tornado | June, 2017 | PC | $3,610,554.90 | DR-4314-MS |
| **Montgomery County, MS** | Tornado | May, 2017 | PC | $2,461,467.85 | DR-4314-MS |

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|---|---|---|---|---|---|
| **Skidaway Island, GA** | Hurricane Mathew | October, 2016 | S | $1,042,106.25 | N/A |
| **Hilton Head, SC** | Hurricane Matthew | October, 2016 | S | $586,730.00 | N/A |
| **Benton County, MS** | Tornado | February, 2016 | PC | $530,428.40 | DR-4248-MS |
| **Marshall County, MS** | Tornado | February, 2016 | PC | $1,230,407.00 | DR-4248-MS |
| **Marion County, MS** | Tornado | December, 2014 | PC | $955,958.66 | RFP-2015-01 |
| **City of Columbia, MS** | Tornado | December, 2014 | PC | $164,500.00 | N/A |
| **Lowndes County, MS** | Tornado | May, 2014 | PC | $430,402.19 | DR-4175-MS |
| **Mississippi DOT Itawamba Co** | Tornado | May, 2014 | PC | $342,652.22 | 14-2100-991-01 |
| **Mississippi DOT Winston Co** | Tornado | May, 2014 | PC | $88,971.97 | 14-2100-991-03 |
| **MS DOT Lowndes Co** | Tornado | May, 2014 | PC | $85,579.13 | 14-2100-991-02 |
| **Itawamba County, MS** | Tornado | May, 2014 | PC | $695,844.02 | N/A |
| **US Army Corps of Engineers** | Hurricane Sandy | March, 2013 | PC | $2,145,149.40 | C# W912DS-13-C-0024 |
| **US Army Corps of Engineers** | Hurricane Sandy | March, 2013 | PC | $1,171,605.00 | C# W912DS-13-C-0018 |
| **Central Park Conservancy** | Hurricane Sandy | October, 2013 | PC | $105,200.00 | C# CPC13-01 |
| **Village of Freeport, NY** | Hurricane Sandy | October, 2012 | PC | $181,000.00 | NTP 10.31.12 |
| **Freeport Electric, NY** | Hurricane Sandy | October, 2012 | PC | $186,200.00 | NTP 10.31.12 |
| **Garden City, NY** | Hurricane Sandy | October, 2012 | PC | $4,152,100.00 | NTP 10.31.12 |
| **Town of Hempstead, NY** | Hurricane Sandy | October, 2012 | PC | $4,858,000.00 | NTP 11.8.12 |
| **Town of Huntington, NY** | Hurricane Sandy | October, 2012 | PC | $7,545,500.00 | NTP 11.1.12 |
| **Long Island Railroad** | Hurricane Sandy | October, 2012 | PC | $985,700.00 | NTP 10.21.12 |
| **City of Long Beach, NY** | Hurricane Sandy | October, 2012 | PC | $17,500,000.00 | NTP 10.30.12 |
| **National Grid / LIPA** | Hurricane Sandy | October, 2012 | PC | $4,000,700.00 | N/A |
| **Nassau County, NY** | Hurricane Sandy | October, 2012 | PC | $60,398,300.00 | NTP 10.26.12 |
| **NYS DOT, NY** | Hurricane Sandy | October, 2012 | PC | $78,800.00 | C# PAA05522 |
| **Virginia DOT** | Windstorm | July, 2012 | PS | $1,758,000.00 | N/A |
| **SUNY, NY** | Hurricane Irene | August, 2011 | PC | $72,500.00 | C# T001673 |
| **Suffolk County Water Authority** | Hurricane Irene | August, 2011 | PC | $27,800.00 | C# 6556 |

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| **Nassau County, NY** | Hurricane Irene | August, 2011 | PC | $6,697,200.00 | PSA - 8.26.11 |
| **Huntington, NY** | Hurricane Irene | August, 2011 | PC | $1,287,300.00 | PO# 3115025 |
| **Village of Freeport, New York** | Hurricane Irene | August, 2011 | PC | $550,000.00 | NTP 8.28.11 |
| **Freeport Electric** | Hurricane Irene | August, 2011 | PC | $50,700.00 | NTP 8.28.11 |
| **NYS DOT, NY** | Hurricane Irene | August, 2011 | PC | $103,200.00 | C# PAA05522 |
| **National Grid** | Hurricane Irene | August, 2011 | PC | $113,000.00 | N/A |
| **Jackson County, AL** | Tornado | April, 2011 | S | $478,000.00 | N/A |
| **Nassau County, NY** | Microburst | June, 2010 | PC | $151,000.00 | N/A |
| **National Grid, NY** | Microburst | June, 2010 | PC | $342,000.00 | N/A |
| **Suffolk County Water** | Tornado | April, 2010 | PC | $42,000.00 | Contract # 6556 |
| **NYS DOT, NY** | Hazardous Tree Removal | June, 2009 | PC | $879,000.00 | C# D260430 |
| **NYS DOT, NY** | Hazardous Tree Removal | March,2009 | PC | $686,000.00 | C#D260430 |
| **Long Island Railroad** | Hazardous Tree Removal | January, 2009 | PC | $450,000.00 | N/A |
| **Beaumont & Jefferson Co, TX** | Hurricane Ike | September, 2008 | S | $521,000.00 | N/A |
| **Stoney Brook State University, NY** | Hazardous Tree Removal | February, 2008 | S | $380,000.00 | N/A |
| **University of Oklahoma** | Ice Storm | February, 2008 | S | $76,000.00 | N/A |
| **Midwest City, OK** | Ice Storm | January, 2008 | PS | $175,000.00 | N/A |
| **Keyspan Energy, NY** | LIPA - Storm Hardening | July, 2007 | PC | $3,400,000.00 | N/A |
| **Missouri DOT** | Winter Storm | March, 2007 | PS | $192,000.00 | N/A |
| **St. Louis, MO** | Windstorm | July, 2006 | PS | $295,000.00 | N/A |
| **Columbia, MS** | Hurricane Katrina | August, 2005 | PS | $5,600,000.00 | N/A |
| **New Orleans, LA** | Hurricane Katrina | August, 2005 | S | $168,000.00 | N/A |
| **Miami, FL** | Hurricane Katrina | August, 2005 | PS | $160,000.00 | N/A |
| **Coral Gables, FL** | Hurricane Katrina | August, 2005 | PS | $79,000.00 | N/A |
| **Florida Keys** | Hurricane Dennis | July, 2005 | PS | $135,000.00 | N/A |

## Previous Project Details

### 2005 – Hurricane Katrina

Location: Columbia, Mississippi
Date: August 2005
Revenue: $5,600,000.00
Client: Mississippi Dept. of Trans. as prime subcontractor for T.L. Wallace Construction, Inc.
Contact: Tommy Wallace
800 Hwy 98 Bypass
Columbia, MS 39429
Phone: 601-736-4525
info@tlwallace.com

*Executing Requirements*

LGS was tasked with Hazardous Tree Removal, Hazardous Limb Removal and Right of Way (ROW) loading and hauling of vegetative debris generated by Hurricane Katrina. In addition, LGS managed and operated five (5) TDSRS' for the project.

- LGS mobilized 25 tree trimming crews and 55 hauling crews.
- Establishment, operation, and management of 5 TDSRS.
- All reduction site operations approved and permitted by the Mississippi Department of Environmental Quality and closed out without issue.
- 1.4 million cubic yards were removed from Mississippi state roads in Marion and Covington Counties.
- State roads were restored and resulting debris was eliminated as a safety hazard, reduced in volume, and disposed of to eliminate storage issues and future health concerns.
- Letters of recommendation from County Engineers and MDOT Construction Engineers for enabling smooth operations.
-



*Meeting Operational Challenges*

A focus in our operations on MDOT highways was safety. LGS' safety operations for MDOT, especially traffic control safety, provided a true test and verification (QED) of our written program manuals, procedures, and previous experience. Our team demonstrated proficiency by establishing protection zones on major highways and utilizing federal guidelines and manuals on uniform traffic control devices. LGS successfully performed debris removal operations on major highways without any safety violation nor, most importantly, without any accidents or incidents.

*Local Small Business Subcontracting Efforts*

As a small business, LGS worked successfully to utilize other small business concerns during our Katrina recovery efforts. Most of the overhead trimming and debris removal from the state roads was conducted by small business concerns. Looks Great Services subcontracted to numerous companies located within the affected area.



## 2011 – Hurricane Irene

| | |
|---|---|
| Location: | Nassau County, NY |
| Date: | August 2011 |
| Revenue: | $6,697,200 |
| Client: | Nassau County, NY<br>Department of Public Works |
| Contact: | John Gallo<br>Superintendent of Highways<br>170 Cantiague Rock Road<br>Hicksville, NY 11801 |



*TDSRS*

*Executing Requirements*

LGS was tasked with Hazardous Tree Removal and Hazardous Limb Removal and Right of Way (ROW) loading and hauling of vegetative debris generated by Hurricane Irene. In addition, LGS managed and operated a TDSRS for the project.

- Pre-positioned 60 crews to perform Emergency Road Clearance immediately after winds dropped below Tropical Storm force strength.
- This was a pre-position contract competitively bid and awarded.
- LGS mobilized the 60 emergency road clearance crews in less than 48 hours prior to landfall.
- All work performed on a time and material basis per direction of client.
- Performed Hazardous Tree and Limb Removal on over 8,000 trees.
- Removed, processed, and disposed of over 580,000 Cubic Yards of vegetative debris.

*Meeting operational challenges*

- All access to Long Island closed, preventing mobilization:

  LGS worked with NYCDOT and the Port Authority of New York and New Jersey to open bridges and airports that had been closed to the public. Our actions allowed much needed emergency crews and assets to access Long Island to expand our capabilities.

- Multi-jurisdictional coordination:

  Nassau County is a suburban county on Long Island, located immediately east of New York City. The population from the 2010 census was estimated at 1.344 million. Under a disaster declaration, the county is the lead agency for the 129 cities, towns, villages, and hamlets located within its boundaries. During Hurricane Irene, Nassau County relied upon Looks Great Services to successfully execute their pre-positioned debris management plan. The challenge encountered was coordinating with 129 different incorporated governments to enable debris removal to operate smoothly and in an orderly fashion. Many of these agencies were facing an unprecedented and unplanned community issue. By implementing LGS' established and proven plans and utilizing LGS' experienced managers to advise, guide and help these agencies, LGS successfully enabled these governments to assist their communities in an expedited and coordinated manner.

*Local small business subcontracting efforts*

Looks Great Services' commitment to small business subcontracting partners resulted in 70% of the work being performed by local companies. 100% of the work was completed by small business concerns.

## 2012 – Hurricane Sandy



*Pre-Segregation Debris Piles*



*Post-Segregation Debris Piles*

| | |
|---|---|
| Location: | City of Long Beach, NY |
| Date: | October 2012 – May 2013 |
| Revenue: | $17,000,000 |
| Client: | City of Long Beach, NY |
| Contact: | Jim LaCarrubba<br>Commissioner of Public Works<br>1 West Chester Street<br>Long Beach, NY 11561<br>(516) 431-1000<br>jlacarrubba@longbeachny.org |

### *Executing Requirements*

Sandy made land fall on October 29, 2012. The following morning reports came into the Nassau County Emergency Operation Center (EOC) about the status on Long Beach. There were reports of houses on fire, people trapped, first responder equipment destroyed, and roads were impassable for emergency workers. LGS was contacted by the Counties EOC asking if we knew how to help in this dire situation. Since all communication was cut off between the EOC and Long Beach, there was no way to assess needs. Within two hours LGS implemented our emergency clearing plan and mobilized twenty-five heavy equipment clearing crews. With the assistance of an emergency escort, our crews gained access to the affected city. Our immediate response cleared the city's roads of 120,000 cubic yards of sand and allowed emergency response crews to reach citizens in need. The situation in Long beach was so critical our operations ran 24 hours a day for several weeks.

LGS assisted the city with other needs such as:

- The removal and disposal of over 260,000 cubic yards of C&D that was generated as a result of buildings flooded by the storm surge.
- LGS worked with the EPA and NYDEC to make sure all debris removal (sand and C&D) was done within the guidelines of all regulatory agencies. LGS made certain that all permits were secured and in place.

### *Meeting Operational Challenges*

- No Available Temporary Debris Site:

  Long Beach Island had no suitable location to set up a temporary debris site to accept the 260,000 yards of construction debris produced from flooded homes and buildings. Looks Great Services

identified a suitable location 4 miles out of the city's limit and secured the necessary license and permits on behalf of the city. Once secured and opened, the site became the base of operation for the recover mission for not only our operation but also for the US EPA.





- C&D debris contained co-mingled waste streams:

  LGS determined that the C&D material contained Household Hazardous Waste (HHW) that required segregation, containment, and packaging by classification. To address this need, LGS worked with the US EPA and implemented operations that included curb side segregation and pick up of HHW, municipal waste, and C&D debris. Additional hazardous wasted segregation crews worked at the debris site removing and processing contaminated material. LGS successfully removed 30,000lbs of HHW because of our segregation operation.

- Removal, cleaning, testing and placement of sand:

  The city of Long Beach was buried in sand from a foot storm surge. Every home and building experienced substantial flooding and sand displacement. Thousands of yards of sand were removed from the basements of buildings and placed in the streets by residents for pick up. This posed a unique challenge to LGS since the sand needed to be processed and tested before it could be relocated. We implemented our Beach Sand Recovery Plan that was reviewed and accepted by the New York State Department of Environmental Conservation Agency as an acceptable method. LGS secured state issued permits to commence sand screening and testing. 195,000CY of sand was recovered from the streets, rights-of-way, and private property. The sand was cleaned, tested and placed back on the beach as emergency protective berm.





*Local Small Business Subcontracting Efforts*

Looks Great Services performed over $17,000,000 in recovery work for the City of Long Beach. Operations took place over a six-month period and all work performed was completed by small business companies.

## 2012 – Hurricane Sandy



*Nickerson Beach Park – C&D TDSRS*




*TDSRS Site Plan*

| | |
|---|---|
| Location: | Nassau County, NY |
| Date: | October 2012 |
| Revenue: | $62,000,000 |
| Client: | Nassau County, NY<br>Department of Public Works |
| Contact: | John Gallo<br>Superintendent of Highways<br>170 Cantiague Rock Road<br>Hicksville, NY 11801 |




*Nickerson Beach Park – TDSRS*

*Executing requirements*

In preparation for Hurricane Sandy, the Nassau County Department of Public Works activated its pre-existing debris management contract with Looks Great Services, Inc. (LGS). Once activated, LGS mobilized 70 clearing crews with equipment and 210 personnel which were prepositioned throughout Nassau County. All crews were staged for response before Hurricane Sandy made landfall. To meet the substantial mobilization request of the county, LGS utilized its relationships, reputation and financial stability to secure assets to quickly respond to the needs of the county.

LGS relationships with national companies such as Weeks Marine, Bergeron Emergency Services, BMI, Hertz Equipment Rental, and many others, have proven to be reliable sources that can be called upon during widespread disaster events such as Hurricane Sandy. LGS also has strong ties with small companies, such as us, including La May and Sons, Edgewood Industries, DLI, Stoney Creek Industries, Medek Tree Service, Michael's Tree Service, and H2 Construction, LLC, as well as dozens of other large and small businesses from across the country.

During Hurricane Sandy recovery operations for Nassau County, LGS operated and managed 11 separate TDSRS'. The majority of TDSRS processed, reduced, and disposed the following:

- 657,000 cubic yards of vegetative debris.
- 260,000 cubic yards of C&D debris.
- Hundreds of abandoned vehicles were processed at three aggregation sites.
- Processed hundreds of tons of Hazardous Waste including sewage, and HHW.
- Collected, and processed thousands of white goods and e-Waste.

In response to widespread flood damage, Looks Great Services deployed teams of trained Hazardous Waste Specialists within the county to properly segregate, containerize and dispose of Household Hazardous Waste in compliance with local and federal safety, health and environmental regulations and standards. Proper personal protective equipment, environmental protection measures, cross-contamination prevention practices, and environmental monitoring (i.e.: continual air monitoring) were adhered to following LGS's written Environmental Protection Plan and LGS Site Specific Health and Safety Plan which were approved by the NY Department of Environmental Conservation, US EPA and OSHA.

LGS' dedicated staff gained additional experience in large scale disaster recovery projects in the aftermath of Hurricane Sandy. As part of our operations with Nassau County, NY, we provided Construction and Demolition (C&D) material removal for the Villages of Bay Park, Oceanside, Baldwin, Atlantic Beach, East Atlantic Beach, Lido Beach, Point Lookout, and the City of Long Beach. The C&D collected was removed from Long Island by our barging operations and relocated to an approved landfill near Albany, NY, over 170 miles away. We worked closely with the New York State Department of Environmental Conservation, US EPA, and the US Coast Guard compliance officers to meet all state and federal transportation and disposal requirements.

Looks Great Services' barging operation included quality control measures such as air and water quality testing, and the deployment of small boats, booms, and other containment systems to monitor waterways and prevent contamination of the fragile estuaries. As a result of our actions, all waterways and the surrounding fragile ecosystems were protected.

LGS managed all FEMA eligible vegetative debris removal from within Nassau County, NY. LGS provided collection, staging, reduction, and final disposal services. The resulting wood chips were removed from Long Island by barge to approved sites in NJ and PA for beneficial re-use.

Looks Great Services operations resulted in the following completed tasks:

- 1,157,770 CY of vegetative debris hauled, processed, and disposed.
- 10,520 hazardous trees removed.
- 21,275 hazardous limbs removed.
- 10,272 loads of debris hauled.

*Meeting operational challenges*

- All Long Island landfills were at or near capacity:

  One week into the recovery effort, it became apparent that all Long Island landfills had become overwhelmed by the number of debris generated by Hurricane Sandy. One by one the disposal sites began to close. Nassau County requested that LGS find a quick solution to this major problem because the county's reduction sites were quickly reaching capacity and facing closure by state regulators. LGS presented the county with multiple options including trucking, rail transportation and barging. The county made the determination after verification of LGS' data, that barging was the most efficient and cost-effective solution. An additional benefit of barging was the reduction of truck haul distances and reduction of the hazard to the public in bypassing high density population areas.

- Household hazardous waste extensively comingled:

  The storm surge from Hurricane Sandy created a devastating effect to the south shore of Nassau County. Water levels reached from two to four miles inland, flooding many homes and businesses. The county's need to establish a large C&D debris TDSRS centrally located to the devastation, was identified immediately after the storm surge subsided. Although the county had a debris management plan in place, it did not include handling and processing commingled construction

debris, nor household hazardous waste. LGS provided collection of C&D materials, providing segregation of household hazardous waste, white goods, and e-waste. Looks Great Services initiated our Hurricane Sandy Response and Recovery Plan. This plan established the parameters for handling comingled waste streams and was approved by the NYS DEC. We initiated curbside and TDSRS segregation of commingled materials. As a result of our efforts the C&D TDSRS successfully processed 10,000 to 15,000 CY of debris per day without any interruption or delay of operations. One of the most critical challenges was the fact that Nickerson Beach Park, the location of the TDSRS for C&D and HHW, is immediately adjacent to the beach on the Atlantic Ocean. LGS successfully implemented environmental protection measures that prevented contamination of this critical and fragile environment to the praise of the NYS DEC, and US EPA, who were co-located at the site with LGS.

- Debris streams contaminated with raw sewage:

  Hurricane Sandy flooding caused a power outage for Nassau County's Bay Park Sewage Treatment facility. This plant processes 40% of the county's sewage, averaging 72 million gallons per day. Raw sewage overflowed the plant and flooded entire neighborhoods up to three feet deep. The county relied on LGS to immediately respond by providing biohazard decontamination and clean-up crews. LGS provided complete biohazard management with appropriate hauling, processing, and disposal measures incorporated in accordance with state and Federal regulations.

- Extreme safety hazards:

  The population density in Nassau County is 4,600 people per square mile. The volume of people and traffic exposed to LGS operations on a daily basis posed a unique challenge. Crews were limited by the government to roadways that generally see high volumes of traffic and were unable to utilize parkways due to height limitations and restrictions. Debris crews were assigned additional traffic control personnel and equipment above the normal requirement levels to protect the public during debris removal operations.

- Limited open space in urban area, limiting large TDSRS':

  Population density created debris site availability challenges. Lack of open space prompted LGS to consider a smaller TDSRS'. The production goal set by LGS was to collect 20,000 cubic yards of vegetative debris per day. As a result, many smaller TDSRS' were established across the county. Logistically the use of many sites multiplied the need for additional assets such as personnel, management, equipment, and quality control measures. Looks Great Services met this need by providing the additional assets and personnel as required. At the height of operations, LGS crews were collecting 32,000 CY of debris per day, 60% above our own self-imposed goal. LGS opened, managed, and successfully closed out 11 sites within the boundaries of Nassau County.

*Local small business subcontracting efforts*

For Hurricane Sandy, LGS again relied heavily on our small business debris management contacts to assist us in contract performance for Nassau County. Eighty percent (80%) of our subcontractors were small business concerns, with the majority coming from the declared area.

## 2018 – Hurricane Maria

| | |
|---|---|
| Location: | West Zone |
| Date: | December 2017 |
| Revenue: | $39,000,000 |
| Client: | Puerto Rico Department of Transportation and Public Works |
| Contact: | Elias Tirado Huertas<br>Director<br>Apartado 41269<br>San Juan, PR 00940-1269 |



*Crews Mobilizing in Puerto Rico*

### *Executing Requirements*

LGS was tasked with Hazardous Tree Removal and Hazardous Limb Removal and Right of Way (ROW) loading and hauling of vegetative debris generated by Hurricane Maria. In addition, LGS managed and operated five DMS and three FDS for the project.

- Positioned crews to perform emergency road clearance immediately after NTP.
- This was a post-disaster contract competitively bid and awarded.
- LGS mobilized 60+ road clearance crews and debris consolidation crews.
- All work performed on a time and material basis and unit price per direction of client.
- Performed Hazardous Tree Removals on 8,091 trees.
- Trimmed 59,580 Hazardous Limbs.
- Removed, processed, and disposed of over 319,320 CY of vegetative debris.



*Tree Removal*

### *Meeting operational challenges*

- Access to areas in Puerto Rico closed, preventing mobilization:

  LGS worked with DTOP to open roads and ROW that had been closed to the public. Our actions allowed much needed crews and assets to access Puerto Rico to expand our capabilities. LGS also relied on its experienced crews in navigating the isolated terrain and one-lane mountain passes with equipment to coordinate the cleanup of mudslides and hazardous trees.

- Multi-jurisdictional coordination:

  Puerto Rico's West Zone is a mix of suburban and rural areas covering more than 700 square miles. The population from the 2018 census was estimated at 554,142. Under the disaster declaration, DTOP is the lead agency for the 15 municipalities located within Zone 4. After Hurricane Maria, DTOP relied upon Looks Great Services to successfully execute their debris management plan. The challenge encountered was coordinating with 15 municipalities and a multitude of incorporated governments to enable debris removal to operate smoothly and in an orderly fashion. Many of these agencies were facing an unprecedented and unplanned community issue. By implementing LGS' established and proven plans and utilizing LGS' experienced managers to advise, guide and help these agencies, LGS successfully enabled these governments to assist their communities in an expedited and coordinated manner.

### *Local small business subcontracting efforts*

Looks Great Services' commitment to small business subcontracting partners resulted in 70% of the work being performed by local companies. 100% of the work was completed by small business concerns.

## References

| | |
|---|---|
| Customer Name: Caldwell County, Kentucky | Email: jeffboone@caldwellcourthouse.com |
| Contact: Jeff Boone, Magistrate | Phone No.: 270-963-0200 |
| Address: 100 East Market Street<br>Princeton, KY 42445 | Fax: N/A<br>Contract Value: $2,431,930.21 |
| Scope of Work: Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management | Date: 12/2021<br>Length of Service: 4 Months |

| | |
|---|---|
| Customer Name: City of Amory, Mississippi | Email: mayorglenn@cityofamoryms.com |
| Contact: Corey Glenn - Mayor | Phone No.: 662-256-5721 |
| Address: 109 South Front Street<br>Amory, MS 38821 | Fax: N/A<br>Contract Value: $8,180,915.18 |
| Scope of Work: EF-4 Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management | Date: March 2023 – July 2023<br>Length of Service: 4 Months |

| | |
|---|---|
| Customer Name: City of Wynne, Arkansas | Email: jhobbs@cityofwynne.com |
| Contact: Jennifer Hobbs - Mayor | Phone No.: 870-238-0027 |
| Address: 206 S Falls Blvd<br>Wynne, AR 72396 | Fax: N/A<br>Contract Value: $3,879,062.85 |
| Scope of Work: EF-3 Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management | Date: April 2023 – June 2023<br>Length of Service: 2 Months |

| | |
|---|---|
| Customer Name: City of Winona, Mississippi | Email: mayor@winonams.org |
| Contact: Aaron Dees – Mayor | Phone No.: 662-283-1232 |
| Address: 409 Summit Street<br>Winona, MS 38967 | Fax: N/A<br>Contract Value: $456,918 |
| Scope of Work: EF-4 Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management | Date: March 2023 – May 2023<br>Length of Service: 2 Months |

| | |
|---|---|
| Customer Name: Jefferson County Board of Supervisors | Email: brendatbuck@jeffersoncountyms.org |
| Contact: Brenda Buck – County Administrator | Phone No.: 601-786-3142 |
| Address: 1483 Main Street<br>Fayette, MS 39069 | Fax: 601-786-0213<br>Contract Value: $1,936,062 |
| Scope of Work: Ice Storm Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management | Date: August 2021 – January 2022<br>Length of Service: 5 Months |

## Letters of Recommendation

FSU | EMERGENCY MANAGEMENT

June 28, 2024

To Whom It May Concern,

On Friday, May 10, 2024 Florida State University in Tallahassee was impacted by an unprecedented EF2 tornado causing significant damage to its main and southwest campuses. The damage that resulted exceeded any of the University's recent past hurricane events. Trees and light poles were toppled, roofs sustained damages, there were several instances of water intrusion, Dick Howser Stadium's fence and scoreboard were damaged, and the Haskin Circus Complex tent was destroyed. FSU Facilities estimated this event generated 100,000 cubic yards of debris.

Looks Great Services was awarded the bid for emergency debris removal and disposal before the 2023 Atlantic Hurricane season. They were contacted by the FSU Emergency Management team soon after campus assessments were completed in the mid-morning hours and their crews began arriving on scene by the early evening. They began working in collaboration with the FSU Facilities department and the University's debris monitor immediately and continued operations through June 17th.

Because of Looks Great Services, FSU was able to re-open campus on Monday May 13th with roads clear of debris and dangerous leaning trees removed. The clean-up process continued at a steady pace for several more weeks as they worked to ensure that debris operations were conducted appropriately to ensure our Public Assistance reimbursement.

We were extremely satisfied with the services provided by Looks Great Services of Mississippi and would recommend them to any organization requiring their services.

Sincerely,

Curtis Sommerhoff, Director

296 Champions Way, Suite C1500, Florida State University, Tallahassee, FL 32306
Telephone 850.644.9111 • www.emergency.fsu.edu

# Jasper County EMA

*Emergency Management / Fire Coordinator / Homeland Security / E9-1-1*

To whom it may concern,

On June 19th, 2023; the Louin area of Jasper County was struck by an EF-3 Tornado causing widespread damage to structures, properties and utilities; even widespread debris in roadways and road right-of-ways. 18 citizens were injured and we had 1 fatality.

Immediately following the destruction, Looks Great Services was in contact with us to check on us and let us know they were ready to assist with restoration and clean up. They offered answers to any questions we had on the debris removal process and the reimbursement process. We have used Looks Great Services in the past, during the Easter Tornadoes of 2020 in the Moss, Stringer, and Heidelberg Communities. We were very pleased with their work then and knew that we would be pleased working with them again. We have utmost confidence in this company that they have our best interests in mind while performing the work to ensure that we will receive our Federal Assistance Reimbursement.

Upon awarding the bid to Looks Great Services, they almost immediately had boots and equipment on site ready to start the clean-up process. Looks Great Services has a lot of experience and expertise that greatly benefited our county in the clean-up process. They have a lot of knowledge in State and Federal regulations that aided in a timely and efficient manner; at the same time, ensuring that we were maintaining FEMA compliance.

The tornado that struck our county created stressful times for us and the affected citizens, as it would for any county that suffers a tornado. We were in good hands having Looks Great Services in our County. They are more than competent, fast and professional to meet every need of the County.

In closing, we are extremely satisfied with the services provided by Looks Great Services of Mississippi. Having them work alongside us for every step of the clean-up made the whole process quick and stress-free as possible. I highly recommend Looks Great Services to any County seeking the services they offer, you will not be disappointed.

Sincerely,

Hudson L Jenkins

Hudson Jenkins, Director
Jasper County Emergency Management

Hudson Jenkins, Director
P.O. Box 1106
37 D West 8th Ave.
Bay Springs, MS
39422

Office: (601) 764-3800
Fax: (601) 764-2035
hjenkins@co.jasper.ms.us
civildefense@co.jasper.ms.us

**County Administration and Planning**
**JEFFERSON COUNTY**

**POST OFFICE BOX 145**
**FAYETTE, MISSISSIPPI 39069**

**Telephone: (601) 786-3420 (601) 786-3142**
**Facsimile: (601) 786-0213**

January 4, 2024

To Whom It May Concern,

I am writing to wholeheartedly recommend Looks Great Services of MS, Inc. for disaster response, debris removal, and hazardous tree removal services. Having had the pleasure of collaborating with Looks Great Services of MS, Inc. after a severe ice storm, I am confident in their ability to deliver exceptional results in the field of disaster recovery.

Looks Great Services of MS, Inc. has consistently demonstrated an unwavering commitment to providing outstanding customer service. Their dedication to client satisfaction is evident in every aspect of their work, from the initial assessment of the disaster site to the completion of debris removal and hazardous tree removal. Their team is not only highly skilled and professional but also compassionate and understanding, recognizing the unique challenges that individuals and communities face in the aftermath of a disaster.

One of the standout qualities of Looks Great Services of MS, Inc. is their extensive knowledge of FEMA procedures and protocols. Their expertise in navigating the complexities of FEMA requirements ensures that all aspects of the disaster response and recovery process are handled efficiently and in compliance with federal guidelines. This knowledge is crucial in expediting the reimbursement process for affected communities as ours with limited staff capacity.

Looks Great Services of MS, Inc. has consistently proven its capability to handle debris removal with the utmost efficiency and safety. Their well-trained personnel and state-of-the-art equipment enable them to address the challenges associated with debris removal in an expedited manner. In addition, they ensure there is daily reporting, so we were aware of every step in the process of getting the job done.

From my perspective as a County Administrator, one of the unique qualities that truly put them as a five star was Looks Great Services of MS, Inc. proactive approach in assisting clients with FEMA reimbursement.. They not only understand the intricate details of the reimbursement process, but they also go the extra mile to guide clients through the necessary steps, ensuring that they receive the financial support they are entitled to in the aftermath of a disaster. Their dedication and

teamwork has allowed me to overcome many of red tape barriers as a small county that would have been impossible without them.

In conclusion, it is without reservation that I recommend Looks Great Services of MS, Inc. for disaster response, debris removal, and hazardous tree removal services. Their exceptional customer service, FEMA knowledge, and dedication to assisting communities in securing reimbursement make them an invaluable partner in any disaster recovery effort. If further justification is needed, please feel free to contact me at (601) 786-1285.

Sincerely,

Brenda T. Buck
County Administrator

# BOARD OF SUPERVISORS

## PANOLA COUNTY, MISSISSIPPI

**SUPERVISORS**
**District 1- James Birge, Vice- President**
**District 2- Earl Burdette**
**District 3- John Thomas**
**District 4- Chad Weaver**
**District 5- Cole Flint, President**
**C. Gaines Baker, Attorney**
**Kate Victor, County Administrator**

**BOARD MEETS**
**1st Monday at Sardis**
**2nd Monday at Batesville**

June 30, 2023

To Whom It May Concern:

Panola County recently retained the service of Looks Great Services of MS, Inc., to assist with debris hauling and debris removal resulting from the March 24th, 2023 tornados. We were very pleased with the services they provided to Panola County. The Looks Great Services team completed the project in a very timely and efficient manner. Due to the assistance of Looks Great Services, we were able to clean up the storm debris in our County in a matter of weeks versus the months it would normally have taken us to clean it up ourselves. Instead, our employees were able to continue seeing to the County's needs. Looks Great also assisted with streamlining the process for our FEMA/MEMA grant which was very helpful.

All in all, Panola County was very satisfied with the work performed by Looks Great Services of MS, Inc. and we intend to utilize their services in the future.

Sincerely,

Kate Victor
Panola County Administrator
P.O. Box 807
Batesville, MS 38606
(662) 563-6200 Telephone
(662) 563-6237 Facsimile
kvictor@panolacoms.com

# City of Princeton, Kentucky

CITY HALL
206 E. MARKET STREET
PRINCETON, KY 42445

(270) 365-9575 PHONE
(270) 365-4661 FAX

June 28, 2024

To Whom it may concern:

On May 26th, our community was hit by a horrible storm. We were hit by straight line winds and a tornado. We had considerable damage that had to be dealt with. On June 17th, we awarded our cleanup to Looks Great Services of MS, Inc. I highly recommend them. My main points of contact were Mike Knowles and Bob Hunt. They finished the project sooner than expected. They handled the project with no issues. I received daily updates, and their communication was great. When your community is in need, Looks Great Services is a partner you want. I will without hesitation use Looks Great Services again. Please feel free to contact me with any questions at 270-625-9556.

Sincerely,

Brad Thomas

Mayor Brock Thomas

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

Kristian Agoglia
Looks Great Services, Inc.
7 Lawrence Hill Rd.
Huntington, N.Y. 11743

September 24, 2013

Dear Kristian:

I would like to take this opportunity to commend both you and Looks Great Services for all your diligence and commitment during Hurricane Irene and Hurricane Sandy. Your excellent work and results during Hurricane Irene prompted us to reach out for your services in assisting Nassau County during the massive clean-up efforts of Hurricane Sandy.

Your tireless work ethics coupled with your knowledge in working with the various federal agencies directly contributed to the success of Nassau County's recovery operations. As the magnitude of our recovery operation continued to expand you were able to gather the necessary logistical manpower and equipment to complete the clean-up in a timely fashion.

You worked seamlessly with our senior staff and were available virtually 24/7. You responded to major issues with incisive thinking and common sense recommendations and, as such, became a valued member of the County's management team. From all of us at the Nassau County Public Works and on behalf of the residents of Nassau County we extend our deepest gratitude to you and your company for all its assistance.

My Best Regards,

Richard Millet
Deputy Commissioner Public Works.

# Section 4 – Key Staff Experience and Qualifications

## Organizational Chart

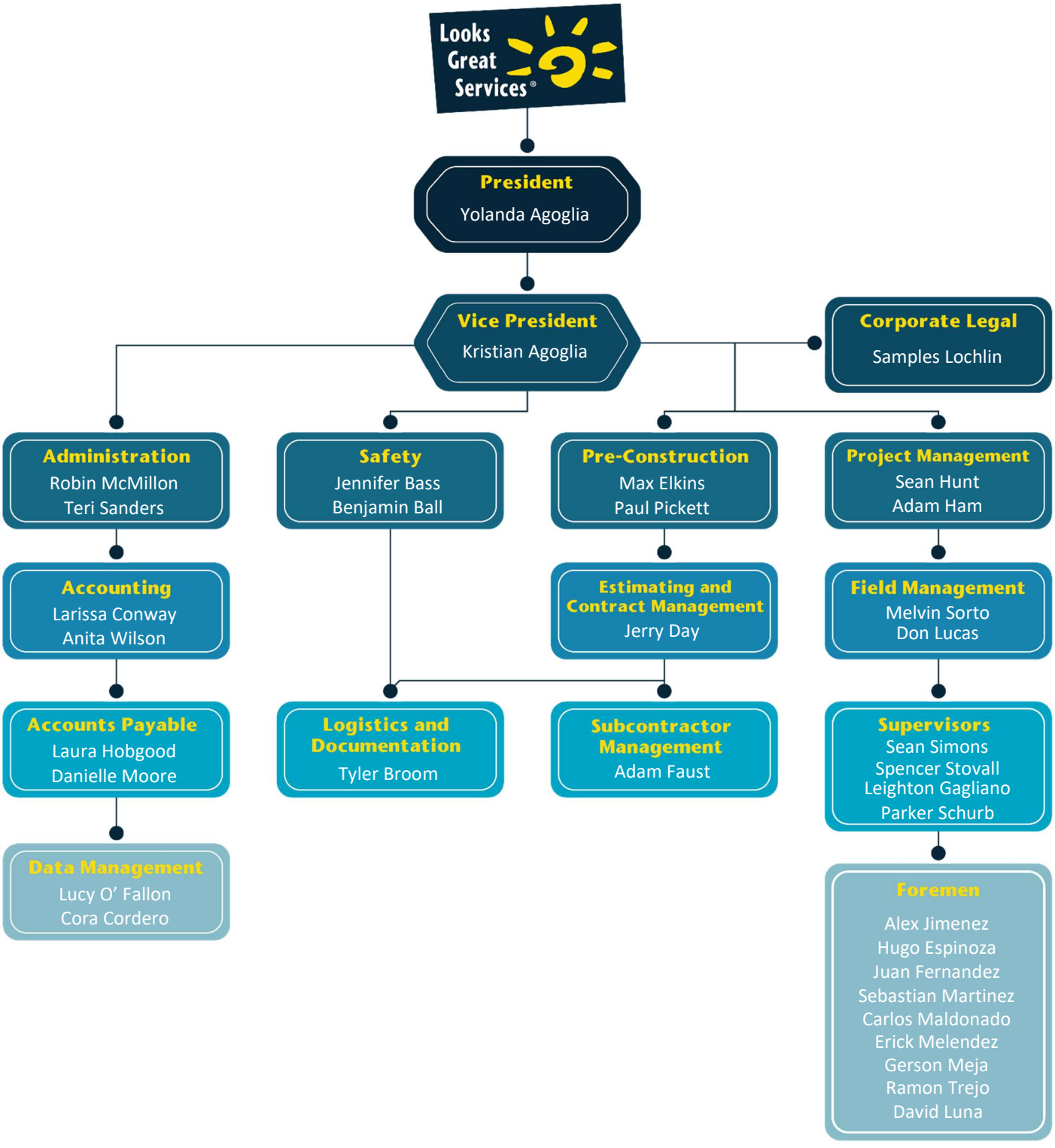

## Resumes

### Yolanda Agoglia

Professional Experience

November 2010 – Present — Looks Great Services of MS, Inc.
President

Formed Looks Great Services of MS, Inc. as majority owner and President. Since inception, participated daily in operations, lead management and administrative duties, and insured the standards of performance established are continually met by personnel.

August 2010 – Present — Looks Great Services, Inc.
Secretary/Treasurer/Financial Manager

Married and moved to New York. Became the Secretary-Treasurer/Financial Manager for Looks Great Services, Inc. Lead office management and administrative duties. Was actively involved in data reconciliation, accounts receivable, and accounts payable during Sandy in 2012-2013.

August 2008 – August 2010 — Jones Companies
Chief Administrative Officer

Managed office personnel and all administrative activities for three office locations housing seventeen Jones companies with the main operating companies being Jones Lumber Company, Dixie Mat Manufacturing, Jones Concrete, Jones Ready Mix, FiberVision, J B Transport, and Jones Brothers Trucking

1991 – August 2008 — T.L. Wallace Construction, Inc.
Job Cost Administrator/AP & Purchasing Manager

Job cost accounting/budget maintenance - exported/imported/created/maintained job budgets in accounting software. Maintained/balanced revenue vs. cost, change orders, addendums, and supplemental agreements. Trained engineers and estimators to enter production quantities for each cost item and assisted with reporting. Accounts payable and hired truck payroll – weekly - included net 10 vendor accounts, expense reimbursements, contract laborers, credit cards, medical bills, fleet fuel card management, bulk fuel accounts, contribution/sponsorships, and lodging payables. 1099 processing and filing electronically to IRS and state. Excel and Word software - form designing and spreadsheet building. Trained estimating and accounting department on the company's software. Estimating software - worked with support people to merge their technology with accounting software. Equipment management, maintenance, and reporting. Accounts receivable - progress billing, review paid-to-date units vs. production units. Time/billing. Document manager - implemented electronic documentation for all departments. Supply purchasing - oversaw an assistant to aid in this area. Payroll processing - oversaw coding of timesheets for proper labor cost accrual. Hurricane Katrina debris cleanup paperwork manager - payables and billings - worked directly with engineers for the MDOT and local city officials and worked indirectly with FEMA procedures. Responsible for organizing this effort and overseeing when audited by MEMA and FEMA. Implemented electronic purchase orders to be utilized by the shop, field, and office.

Certifications

MS State Art Educator License
Attended Seminars for the following: Business Development, Leadership, & Explorer Accounting Software

Education

UNIVERSITY OF SOUTHERN MISSISSIPPI - Hattiesburg, MS - Bachelor of Fine Arts – 1999

## Kristian Agoglia

Professional Experience

November 2010 - Present — Looks Great Services of MS, Inc. Vice President

Helped form Looks Great Services of MS, Inc. and participate daily in operations, lead management and procurement duties, and ensure the standards of performance established are continually met by personnel. Has been involved in more than 110 disaster projects since 2002, including simultaneously managing 10+ projects at one time during Sandy in 2012-2013, 5 contracts in 2017 during Hurricane Irma, 6 contracts in 2017 after a string of Mississippi tornadoes, and 11 contracts in 2020 after a tornado/straight-line wind outbreak.

1999 - Present — Looks Great Services, Inc. CEO

Since inception, as owner and CEO of LGS, participated daily in operations, lead management and administrative duties, and ensured the standards of performance established are continually met by personnel.

1990 - 1999 — T&K Landscaping Company Partner

Started a small landscaping and lawn maintenance business during high school years. Expanded into tree pruning, maintenance, and removal. Grew business steadily during the successful pursuit of bachelor's and master's degrees.

Certifications

ISA Certified Arborist
ISA Certified Utility Arborist
Specialist TCIA Certified Safety
Professional EHAP Training
Certified
OSHA 10 Certification

Education

REGENT UNIVERSITY – Virginia Beach, VA – Master of Divinity – 1999

LIBERTY UNIVERSITY – Lynchburg, VA – Bachelor of Science – 1996

## Sean Hunt

Professional Experience

April 2022 - Present — Looks Great Services of MS, Inc.
Executive Vice President/Project Manager

Oversees all facets of Looks Great Services' Emergency Response Division. Coordinates, delegates, and manages the entire life cycle – from procurement to active project closeout to ensure they are on time, within budget, and performed according to specifications. Has successfully completed over 70 disaster debris related contracts since starting with Looks Great Services in 2022. Currently overseeing 9 active disaster debris removal and disposal projects in response to Hurricane Helene and Hurricane Milton, ensuring projects meet timelines, budgets, and specifications in accordance with FEMA rules and guidelines.

2004 - 2022 — Michael's Tree and Loader Service, LLC
CFO/Vice President

Participated daily in operations, lead management and administrative duties, and ensured the standards of performance established are continually met by personnel. Managed 48 FEMA events including managing crews on multiple, simultaneous events, including 3 parishes during Hurricane Katrina, 3 cities in Connecticut in 2011 and crews on 5 contracts during Hurricane Sandy in 2012-2013. Exceedingly well versed in FEMA rules and guidelines.

Certifications

ISA Certified Arborist
FEMA Debris Management

Education

CHRISTIAN BROTHERS UNIVERSITY – Memphis, TN – B.S. in Science in Biology – 2004

AMERICAN MILITARY UNIVERSTIY – Memphis, TN – M.S. in Emergency and Disaster Management – 2010

## Don Lucas

Professional Experience

November 2012 - Present — Looks Great Services of MS, Inc.
Debris Site Manager

Oversee the daily operations for Looks Great Services. Coordinates, delegates, and manages existing projects to ensure they are on time, within budget, and performed according to specifications. Specialized in logistics of material hauled onto and away from dump sites on a production-oriented schedule, and material reduction in Hurricane Sandy. Ensured proper size control and safety of handled material with management of full-scale equipment operations during Hurricane Sandy. Oversaw multiple dump sites after Hurricane Sandy that totaled over 1.1 million cubic yards of debris. Oversaw storm debris cleanup after the Louisville, MS tornado, Itawamba, MS tornado, and the Tupelo, MS tornado for the Mississippi Department of Transportation. Oversaw multiple dumpsites throughout 5 counties in Mississippi during a 2017 tornado outbreak and again in 2020 during a tornado/straight-line wind outbreak. In 2021, managed debris sites in 3 counties in Alabama after Hurricane Zeta.

2006 – November 2012 — Joe McGee Construction
Company Consultant

Worked in conjunction with Vice President, Senior Engineer and Senior Estimator on bidding proposed projects. Responsible for locating necessary fill material sites for proposed projects. Researched all soils and existing landscapes and structures on all proposed projects. Coordinated scheduling of existing projects to ensure timely completion. Responsible for ensuring all project problems are identified and corrective measures are implemented. Worked alongside Senior Estimator to ensure that job costs do not exceed budgeted amounts. Worked closely with the Senior Engineer to ensure that all projects are being completed according to plans. Experienced in Federal design/build projects, working with government officials to create good relations and project success.

1974 – 2006 — T.L. Wallace Construction Co., Inc.
President

Began early on as a Project Superintendent to eventually become President of the company. Beginning in 1986, responsibilities included overall company management, overseeing of projects, budgets, potential projects, bidding, personnel staffing, and equipment management. Contracted over $140 million worth of heavy highway construction projects under contract at one time with MDOT, ALDOT and LDOT. Managed approximately $800 million worth of construction projects with much of the work being with MDOT. Oversaw individual projects ranging from $1 million to $25 million. Managed a fleet of 150 pieces of heavy equipment. Initiated and coordinated remarkable hauling of dirt for Nissan site to include 78 trucks in two-mile haul and supporting equipment to place and compact dirt. Managed and coordinated Interstate 10 Emergency Bridge Replacement across Pascagoula River after Hurricane Katrina. Project was complete in 21 days, 10 days ahead of schedule.

Certifications

MDOT Storm Water Management Training Course
Hazardous Materials
Certification
Trenching and Excavating
Training
CPR/First Aid/BBP/AED Certified
OSHA 10/OSHA 30 Certification

Education

PEARL RIVER COMMUNITY COLLEGE – Poplarville, MS – A.A. in Mechanics – 1971

## Melvin Sorto

Professional Experience

November 2001 - Present — Looks Great Services, Inc.
Field Operation Manager

Began as an equipment operator from 2001-2004. Operated stump grinder, wheel loader, chip truck, whole tree chipper, and grapple truck. In 2004 became foreman and aerial lift operator. Beginning in 2006, became a contract administrator and field operation manager. Responsibilities include overseeing multiple crews across multiple existing jobs, coordinating and hiring crews for existing jobs, managing equipment fleet, pricing proposed contracts, business development, contract negotiations, and scheduling work. Has been involved in managing field crews on more than 100 FEMA contracts since 2002. Successfully lead field operations in 2018 in Puerto Rico after Hurricane Maria.

1998-2001 — Tiff Co, Inc.

Certifications

EHAP Certification
ATSA Certified Instructor
Railroad Worker Certification
First Aid/CPR Certified
OSHA 10 Certification
CDL Class A

---

## Max Elkins

Professional Experience

May 2023 - Present — Looks Great Services of MS, Inc.
Executive Director of Contracting

Serves and oversees the bidding & estimating division to ensure the accuracy and efficiency of all processes, driving the company's success in securing contracts and maximizing profitability. Additionally, involved in the management of the utility division, handling contract negotiations, data collection, job cost accounting, and fostering strong customer relations. Current role extends to overseeing the financial data of 10 utility contracts spanning across the Southeast United States, ensuring meticulous financial management and strategic decision-making to achieve organizational objectives.

January 2022 – May 2023 — HORNE, LLP
Auditor

Responsibilities included performing detailed examinations of financial statements, transaction records, and internal control systems to ensure compliance with regulatory standards and company policies. Actively participated in planning audit procedures, including risk assessment and materiality determination, to tailor a unique approach to each client. Conducted fieldwork, gathering evidence through interviews, observation, and analysis, and documented my findings for review by managers and partners. Additionally, worked closely with clients to address any discrepancies or concerns, providing guidance on improving internal processes and controls.

Education

UNIVERSITY OF SOUTHERN MISSISSIPPI – Hattiesburg, MS – B.S. in Accountancy – 2022

## Letter of Bonding

CADENCE Insurance

September 19, 2023

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that Looks Great Services of MS, Inc. is set up for bonding with Fidelity and Deposit Company of Maryland.

Our company represents Looks Great Services of MS, Inc. for all of their bonding needs and has found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their past experience, we will consider single jobs of $100,000,000.00 with an aggregate program of $200,000,000.00. Fidelity and Deposit Company of Maryland will favorably consider providing a 100% Performance and 100% Payment bond, providing a contract is awarded to, and executed by Looks Great Services of MS, Inc.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Cadence Insurance, Inc. along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David R. Fortenberry

16 Thompson Park · Hattiesburg, MS 39401 · 601-544-8703 · Fax 877-288-0152 · www.cadenceinsurance.com

## Certificate of Insurance

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2024

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

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

| PRODUCER | CONTACT NAME: Daphne Coleman |
|---|---|
| Cadence Insurance, A Gallagher Company<br>16 Thompson Park<br>Hattiesburg MS 39401 | PHONE (A/C, No, Ext): 601-554-7321 FAX (A/C, No): 877-288-0152<br>E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| LOOKGRE-01<br>Looks Great Services of MS, Inc.<br>1501 Highway 13 North<br>Columbia MS 39429 | INSURER A : American Guarantee and Liability Ins Co | 26247 |
| | INSURER B : Markel American Ins. Co. | 28932 |
| | INSURER C : Old Republic Insurance Co. | 24147 |
| | INSURER D : Illinois Union Insurance Company | 27960 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 116077975 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | MWZY31369224 | 2/1/2024 | 2/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Per Project Agg Cap | $ 2,000,000<br>$ 500,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 10,000,000 |
| C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | Y | Y | MWTB31369124 | 2/1/2024 | 2/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | Y | Y | AUC019344808 | 2/1/2024 | 2/1/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 8,000,000<br>$ 8,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | MWC31369024 | 2/1/2024 | 2/1/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B<br>D | Rented/Leased Equipment<br>Pollution | | | MKLM4IM0053557<br>CPYG28206690004 | 4/14/2023<br>1/12/2023 | 4/14/2024<br>1/12/2025 | Per Item/Occurrence<br>Occur/Agg | $300,000<br>$2,000,000 |

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

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S) AND ANY OTHER PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured coverage provided applying on a primary and non-contributory basis.
Blanket Waiver of Subrogation.
Liability assumed in an "Insured Contract" as defined by policy.
See Attached...

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| For Information Purposes - Please contact Cadence Insurance to be added as a Certificate Holder | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

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## WBENC WOSB Certification

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS**
**WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

**LOOKS GREAT SERVICES OF MS, INC.**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

| |
|---|
| Majority Female Owner: Yolanda Agoglia |
| NAICS: 624230, 561730<br>UNSPSC: 70111500, 70111501, 70111502, 70111503, 70111504, 70111505, 70111506, 70111507, 70111508 |
| Certification Number: WOSB210490 |
| Renewal Date: November 30, 2022 |
| SBA WOSB Expiration Date: 11/30/2024 |

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Phala Mire, Women's Business Enterprise Council - South President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

**National Women's Business Enterprise Certification**

to

LOOKS GREAT SERVICES OF MS, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: November 27, 2020
Expiration Date: November 30, 2025
WBENC National Certification Number: WBE2002997

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Authorized by Phala Mire, President Women's Business Enterprise Council - South

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 624230, 561730
UNSPSC: 70111500, 70111501, 70111502, 70111503, 70111504, 70111505, 70111506, 70111507, 70111508

## Financial Capability

FIRST SOUTHERN BANK

"The People's Choice Community Bank"

1075 HWY 98 • P.O. BOX 268
COLUMBIA, MS 39429-0268
601-736-6378

July 7, 2023

Re: Looks Great Services of MS, Inc.

To Whom It May Concern:

Looks Great Services of MS, Inc. has been a customer of First Southern Bank for many years and they are in good standing with us. At this time, Looks Great Services of MS, Inc. has sufficient working capital to support and fund projects up to $10,000,000.00.

Sincerely,

Len Cooke
EVP/CLO

HORNE

661 Sunnybrook Road
Suite 100
Ridgeland, MS 39157

601.326.1000
888.821.0202

HORNE.COM

May 30, 2024

Re: Looks Great Services, Inc.
Looks Great Services of MS, Inc.

To Whom It May Concern:

Please let this letter serve as evidence of financial capacity of the Looks Great Services ("LGS") Companies. I have served as the outside accountant for the past 4 years.

The LGS Companies have more than adequate capacity to fund contract operational expenses as needed. The combined companies have in excess of $10 million dollars of working capital.

Should you need any further information or have any questions regarding this letter, please feel free to call me at (601)-326-1326.

Sincerely,

HORNE

Wes Winborne

Wes T. Winborne, CPA
Partner

# Section 5 – Litigation and Terminations

# Summary of Litigations & Legal Statements

## Statement of Lawsuits

This Statement is to confirm that Looks Great Services of MS, Inc. is not currently involved in any lawsuits and has not been involved in any lawsuits in the past fourteen (14) years in which LGS has been sued or was sued by any contractor's clients. Also, there are not any judgements, claims, or audits pending or outstanding against Looks Great Services of MS, Inc. LGS confirms that there are not currently any litigations or arbitrations involving any public entity for any amount and have not been in any in the past fourteen (14) years.

This Statement is to confirm that Looks Great Services of MS, Inc. does not currently have any employee involved as a plaintiff or defendant in any proceeding involving or arising out of such services in the past fourteen (14) years. Also, there are not any judgements, claims, or audits pending or outstanding against any employees of Looks Great Services of MS, Inc.

## Statement of Cancelations

This Statement is to confirm that Looks Great Services of MS, Inc. has not had a contract canceled within the past fourteen (14) years.

## Conflicts of Interest

Looks Great Services of MS, Inc., nor any of its employees thereof, certifies that it does not have any conflict(s) of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or State Law.

## License Sanctions

Looks Great Services of MS, Inc., nor any of its employees thereof, certifies that it does not have any regulatory or agency license sanctions, either direct or indirect, in connection with the services sought.

# Section 6 – Cost Detail

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* Looks Great Services of MS, Inc.

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost $ | Extended Cost $ |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | $155.00 | $21,700.00 |
| Crash Truck w/Impact Attenuator | 70 | HRS | $115.00 | $8,050.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | 120.00 | $8,400.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | 125.00 | $8,750.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | 160.00 | $11,200.00 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | 190.00 | $13,300.00 |
| Dump Truck, 16 +/- CY | 70 | HRS | $70.00 | $4,900.00 |
| Dump Truck, 20 +/- CY | 70 | HRS | $95.00 | $6,650.00 |
| Dump Truck, 38 +/- CY | 70 | HRS | $120.00 | $8,400.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | $25.00 | $1,750.00 |
| Generator, 200 kW, List kW Capacity | 70 | HRS | $175.00 | $12,250.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | $400.00 | $28,000.00 |
| Light Plant with Fuel and Support | 140 | HRS | $30.00 | $4,200.00 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | $115.00 | $8,050.00 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | $155.00 | $10,850.00 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | $180.00 | $12,600.00 |
| Kunckleboom Loader | 140 | HRS | $215.00 | $30,100.00 |
| Lowboy Trailer w/ Tractor | 70 | HRS | $105.00 | $7,350.00 |
| Mobil Crane up to 15 Ton | 70 | HRS | $145.00 | $10,150.00 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $35.00 | $2,450.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $175.00 | $12,250.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $325.00 | $22,750.00 |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | $65.00 | $4,550.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $120.00 | $8,400.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $130.00 | $9,100.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $120.00 | $8,400.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $135.00 | $9,450.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | $450.00 | $63,000.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | $165.00 | $11,550.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | $185.00 | $12,950.00 |
| Truck, Flatbed | 70 | HRS | $85.00 | $5,950.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | $35.00 | $4,900.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | $105.00 | $14,700.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | $135.00 | $9,450.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | $145.00 | $10,150.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | $120.00 | $8,400.00 |
| **Equipment with Operator Extended Price:** | | | | $435,050.00 |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | $95.00 | $6,650.00 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | $75.00 | $5,250.00 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | $100.00 | $14,000.00 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | $45.00 | $6,300.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | $45.00 | $6,300.00 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | $60.00 | $4,200.00 |
| **Schedule 1 Extended Price:** | | | | $42,700.00 |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | $425.00 | $34,000.00 |
| **Crew Category Extended Price:** | | | | $34,000.00 |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | $225.00 | $450,000.00 |

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | $8.75 | $875,000.00 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | $8.75 | $875,000.00 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | $8.75 | $875,000.00 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site ***Land Based Debris*** | 100,000 | CY | $28.00 | $2,800,000.00 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | $4.20 | $840,000.00 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | $5.25 | $299,250.00 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | $6.50 | $370,500.00 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | $8.00 | $456,000.00 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | $9.25 | $527,250.00 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | $95.00 | $11,400.00 |
| 13 inch to 24.99 inch diameter | 70 | EACH | $220.00 | $15,400.00 |
| 25 inch to 36.99 inch diameter | 10 | EACH | $425.00 | $4,250.00 |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | $675.00 | $6,750.00 |
| 49 inch and larger diameter | 5 | EACH | $900.00 | $4,500.00 |
| Hanger Removal (per Tree) | 1900 | TREE | $78.00 | $148,200.00 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | $450.00 | $9,000.00 |
| 37 inch to 48.99 inch diameter | 15 | EACH | $600.00 | $9,000.00 |
| 49 inch and larger diameter | 1 | EACH | $800.00 | $800.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | $75.00 | $1,500.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | $55.00 | $1,100.00 |
| **Schedule 2 Extended Price:** | | | | $8,579,900.00 |
| | | | | |
| **GRAND TOTAL** | | | $ | 9,091,650.00 |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | $6.75 | $675.00 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | $5.00 | $250.00 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | $250.00 | $3,750.00 |
| Single Axle | 10 | EACH | $350.00 | $3,500.00 |
| Double Axle | 10 | EACH | $600.00 | $6,000.00 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | $225.00 | $2,250.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

# REVISED BID/PROPOSAL FORM

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

# CITY OF PLANTATION

Plantation
the grass is greener®

# REQUEST FOR SEALED PROPOSALS

# RFSP NO. 001-25

**"DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES - TERM CONTRACT"**

PROPOSAL OPENING DATE: **December 10, 2024**

PROPOSAL OPENING TIME: **11:00 AM**

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

NON-MANDATORY PRE-PROPOSAL MEETING DATE: **November 13, 2024**

NON-MANDATORY PRE-PROPOSAL MEETING TIME: **1:30 PM**

NON- MANDATORY PRE-PROPOSAL MEETING LOCATION**: 400 NW 73rd Ave, Plantation FL**

**PROPOSAL REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: ASHA EDWARDS

EMAIL: AEDWARDS@PLANTATION.ORG

PHONE NUMBER: (954) 797-2205

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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**CITY OF PLANTATION**

**REQUEST FOR SEALED PROPOSALS**

**RFSP NO. 001-25**

**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES - TERM CONTRACT**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM. ON TUESDAY 10, DECEMBER, 2024**. BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY OF PLANTATION ("CITY") IS SOLICITING PROPOSALS TO OBTAIN THE SERVICES OF A QUALIFIED FIRM TO PROVIDE SERVICES TO REMOVE, PROCESS, AND LAWFULLY DISPOSE OF DISASTER GENERATED DEBRIS (OTHER THAN HAZARDOUS MATERIALS AND HOUSEHOLD PUTRESCIBLE GARBAGE) FROM PUBLIC PROPERTY, PUBLIC RIGHTS-OF-WAY, CERTAIN PRIVATE PROPERTIES, AND CITY MAINTAINED CANALS AND WATERWAYS IN THE CITY IN RESPONSE TO AN EMERGENCY EVENT SUCH AS, BUT NOT LIMITED TO, HURRICANE(S) OR OTHER NATURAL OR MANMADE DISASTER(S).

**NON-MANDATORY PRE-PROSAL MEETING:**
NOVEMBER 13, 2024 AT 1:30 PM EST at City Chambers, 400 NW 73rd Ave, Plantation FL

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO ASHA EDWARDS, ASSISTANT PROCUREMENT DIRECTOR, 400 NW 73 AVENUE PLANTATION, FLORIDA. ASHA EDWARDS CAN BE REACHED AT 954-797-2205, MONDAY THROUGH FRIDAY, 8:00 AM TO 4:30 PM, EMAIL: AEDWARDS@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting bids for **Disaster Debris Management and Removal Services**. The project will generally consist of, but is not limited to, the following:

- **The City of Plantation ("City") is soliciting proposals to obtain the services of qualified firms to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, certain private properties, and city maintained canals and waterways in the city in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). This solicitation may be awarded to one or multiple Firms.**

Proposal Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Non-Mandatory Pre-Bid Meeting: November 13, 2024 at 1:30pm
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposals are received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the, **Assistant Procurement Director, Asha Edwards**, 400 NW 73rd Avenue, Plantation Florida 33317. Asha Edwards can be reached at 954-797-2205, Monday through Friday, 8AM to 4:30PM, Email: AEdwards@plantation.org.

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

**Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in

response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

    b. The Proposer's compliance record with contract general conditions on other projects,

    c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

    e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

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

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the

date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Kristian Agoglia

(Printed Name of Above Signer)

Vice President

(Printed Title of Above Signer)

12/9/2024

(Date Signed)

STATE OF Mississippi

COUNTY OF Lamar

The foregoing instrument was acknowledged before me, by means of ■ physical presence or ☐ online notarization, this 9th day of December, 2024, by Kristian Agoglia, as Vice President for Looks Great Services of MS, Inc., who is personally known to me or who has produced personally known to me as identification.

Notary Public Signature: Anita I. Wilson State of ~~Florida~~ MS at Large (Seal)

Print Name: ANITA I. WILSON My commission expires: AUGUST 14, 2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

STATE OF MISSISSIPPI
ANITA I. WILSON
NOTARY PUBLIC
Lamar County
Commission Expires
August 14, 2028
COMMISSION NUMBER 19769

**END OF SECTION**

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Firm: The Proposer with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents

1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF SOLICITATION DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEE

8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect

to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

17.1. **A 5% Bid Deposit / Bid Surety based on $1,000,000 or the contract value, whichever is greater, shall be submitted along with the proposal.** The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

17.2. The Proposal Security of the Successful Proposer will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.

17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.**

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.

18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

19.1 City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) The Contractor shall pay the City, as liquidated damages, **$1,000.00** per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice.

19.2 The Contractor shall pay the City, as liquidated damages, $500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DDMS or City approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

19.3 The Contractor shall pay the City, as liquidated damages, $500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

20. SCHEDULE OF VALUES

20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

21.1. The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for one (1) additional five (5) year period.

22. PUBLIC CONSTRUCTION, PERFRMANCE OR OTHER BONDS

22.1 CONTRACTOR'S shall maintain a Contract Bond in the sum of $1,000,000 in effect until the required Performance and Payment Bond is submitted to and accepted by the CITY. The CONTRACTOR'S Contract Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate sized Performance and Payment bond, as determined by Paragraph 22.2 below or within five (5) calendars after this contract has ended.

22.2 Should the CITY sustain hurricane caused damages, the CONTRACTOR'S shall provide the CITY a Performance and Payment Bond in the same amount of the City's estimated value of the Work within 5 business days of receipt of the City's Notice to Proceed.

22.3 If the CONTRACTOR'S fails to supply a Performance Bond, the CITY shall be entitled to retain the Contract Bond to rectify the CONTRACTOR'S unacceptable performance

22.4 If the surety on any Bond furnished by CONTRACTOR'S is declared as bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of this section, CONTRACTOR'S shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to the CITY.

22.5 All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR'S shall be obtained from surety companies that are duly licensed or authorized in Broward County, Florida to issue Bonds for the coverages so required.

**END OF SECTION**

# SCOPE OF SERVICES

## NATURE OF SERVICES REQUIRED

### GENERAL INFORMATION AND BACKGROUND

The City of Plantation is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

### STATEMENT OF WORK

**1. General**

The City of Plantation ("CITY") is soliciting proposals to obtain the services of a qualified firm to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, certain private properties, and CITY maintained canals and waterways in the CITY in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The CITY is seeking proposals from highly qualified CONTRACTORs with a minimum of five (5) years' experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. CONTRACTORs should be able to demonstrate experience in similar sized communities to the CITY. CONTRACTORs must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. The intent of this solicitation is to have available multiple Firm(s) (Primary, Secondary, etc.) in the event of a natural disaster or emergency, such as a hurricane, for use by the City on a priority basis and with guaranteed pricing. Therefore, this solicitation may be awarded to multiple Firms.

The CONTRACTOR must handle debris management activities in the CITY in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of

Environmental Protection (FDEP) in conjunction with the CITY's needs. The CONTRACTOR shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State **relief** programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 and shall apply to all contracts issued pursuant to this Request for Proposal.

Prime CONTRACTORs shall be required to follow all of the requirements of 2 C.F.R. in the execution of this Contract and shall require and enforce similar compliance with all sub-CONTRACTORs. See further details within the FEMA Requirements Form included in this RFSP.

## 2. CONTRACT PERIOD

**2.1** The initial contract period shall be for five (5) years beginning upon award at final contract execution and award of the Agreement. The CITY reserves the right to exercise the options to renew for one (1) additional five (5) year period. Option for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year at a cap of 5%.

**2.2** In the event services are scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue the service upon the request of the CITY. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

## 3. TERMS & DEFINITIONS

**3.1 Authorized Representative** - City employees and/or contracted individuals designated by the City or Contract Manager

**3.2 Chipping or Mulching** - The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

**3.3 Cleanup Crew** - A group of individuals and/or an individual employed by the disaster debris collection CONTRACTOR to collect disaster debris.

**3.4 Construction and Demolition Debris (C&D)** - Current Edition of the FEMA Public Assistance Program and Policy Guide (PAPPG) defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.)

Current eligibility criteria include:

**3.4.1** Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.

**3.4.2** Debris removal must be the legal responsibility of the applicant.

**3.4.3** Debris must be a result of the major disaster event.

**3.5 Contract** - A legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).

**3.6 CONTRACTOR** – **1.** CONTRACTOR means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. **2.** The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**3.7 CITY** - City of Plantation, Florida.

**3.8 City Approved Final Disposal Site** - a final disposal location approved in writing by the City.

**3.9 Contract Manager** – the City's representative duly authorized by the City Council, Mayor or Chief Administrative Offer to lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.

**3.10 Debris** - Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris, and personal property.

**3.11 Debris Clearance** - Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

**3.12 Disaster Debris Management Site (DDMS) -** A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

**3.13 Debris Monitoring** - Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

**3.14 Debris Removal** - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end- use facility.

**3.15 Debris Removal CONTRACTOR** - Conducts debris removal operations per the terms of the contract. Term includes primary CONTRACTOR(s), subCONTRACTORs and individual crews.

**3.16 Demobilization** - Following the completion of services provided under the resulting contract, the CONTRACTOR will remove all equipment, supplies and other associated materials involved in the services provided to the City. The CONTRACTOR will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

**3.17 Demolition** - The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

**3.18 Designated Area** - Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris- generating event.

**3.19 Disaster Specific Guidance** - Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

**3.20 Eligible** - Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the CONTRACTOR) of the Public Assistance grant program, FEMA Public Assistance Program and Policy Guide, and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

**3.21 Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by Current Edition of the FEMA Public Assistance Program and Policy Guide.

**3.22 Emergency Relief Program** - Provides for the funding of emergency roadway clearing and
first pass disaster debris removal on federal aid highways.

**3.23 E-Waste** - End of life electronics, typically televisions, computers and related components.

**3.24 FEMA Public Assistance Program and Policy Guide (PAPPG)** – Current Edition
This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:

- Eliminating immediate threats to lives, public health and safety.
- Eliminating immediate threats of significant damage to improved public or private property.
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

**3.25 Field Inspector** – Monitor.

**3.26 Force Account Labor** - Labor performed by the applicant's permanent, full time or temporary employees.

**3.27 Garbage** – Municipal Solid Waste that is regularly collected through the City's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

**3.28 Grinding** - Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

**3.29 Hazardous Limbs** - A hazardous limb that poses an immediate threat to the public. The current eligibility requirements for hazardous hangers according to FEMA PAPPG are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and

- The limb must be located on improved public property.
- The limb is less than 2" inches and a proven and documented threat to public health and safety.

**3.30 Hazardous Stump** - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA PAPPG are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.
- The stump is less than 24" inches and a proven and documented threat to public health and safety.

**3.31 Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA PAPPG include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.
- The tree is less than 6" inches and a proven and documented threat to public health and safety.

**3.32 Hazardous Waste** - Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

**3.33 Hold Harmless** - Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage

**3.34 Household Hazardous Waste (HHW)** - The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.

- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the Contract Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

**3.35 Monitor** - Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

**3.36 Mulching or Chipping** - See Chipping or Mulching

**3.37 Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

**3.38 National Response Framework** - A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts. The National Response Framework is a guide to how the Nation responds to all types of disasters and emergencies. It is built on scalable, flexible, and adaptable concepts identified in the National Incident Management System to align key roles and responsibilities across the Nation. This Framework describes specific authorities and best practices for managing incidents that range from the serious but purely local to large-scale terrorist attacks or catastrophic natural disasters. The National Response Framework describes the principles, roles and responsibilities, and coordinating structures for delivering the core capabilities required to respond to an incident and further describes how response efforts integrate with those of the other mission areas.

**3.39 PPE** - **Personal Protective Equipment**. May also be referred to as "Safety Gear."

**3.40 Private Property Debris Removal** – Private Property Debris Removal (PPDR) is a removal of debris on private property that presents a public safety hazard. PPDR will not be initiated without the prior approval of the CITY and a Right of Entry document will be required before such work is commenced.

**3.41 Recycling** - The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

**3.42 Refrigerant** - Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

**3.43 Regulated Waste** - Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

**3.44 Right of Entry** - As used by FEMA, the document by which a property owner confers to an eligible applicant or its CONTRACTOR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

**3.45 Right-of-Way** - The portions of land over which facilities such as highways, railroads power lines are built. It includes land on both sides of the facility up to the private property line.

**3.46 Scale/Weigh Station** - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

**3.47 TOSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal CONTRACTOR for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DDMS).

**3.48 Temporary Debris Staging and Reduction Site** - Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the City for the temporary storage and reduction of disaster related debris.

**3.49 Tipping Fee** - A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

**3.50 United States Army Corps of Engineers (USACE) -** A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

**3.51 Vegetative Debris** - As outlined in FEMA PAPPG, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

**3.52 Volatile Organic Compounds (VOCs)** - VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.

**3.53 White Goods** - As outlined in FEMA PAPPG, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

## 4. SCOPE OF SERVICES

**4.1** The awarded CONTRACTOR shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subCONTRACTORs, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the CITY. Established management teams must be in place. The CONTRACTOR(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

**4.2** The awarded CONTRACTOR shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

**4.3** CONTRACTOR shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-CONTRACTORs for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

**4.4** Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the CONTRACT MANAGER. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the CITY for the CONTRACTOR) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the CONTRACT MANAGER. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 4.4.1 through 4.4.15. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3)

hauling debris to CITY approved DDMS(s) or CITY approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a CITY approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the CONTRACTOR by the CONTRACT MANAGER. It shall be the CONTRACTOR's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the CONTRACTOR was issued Notice to Proceed, unless otherwise directed by the CONTRACT MANAGER in writing.

**Scope of services under this contract includes, but is not limited to:**

**4.4.1 Emergency Road Clearance**

At the request of the CITY for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. The CITY may choose to extend the CONTRACTOR's seventy-two (72) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the CITY. Clearance of these roadways will be performed as identified by the CONTRACT MANAGER. The CONTRACTOR shall assist the CITY and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

**4.4.2 ROW Vegetative Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street (i.e., ROW), and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- Removal of eligible vegetative debris existing in the CITY will be performed as identified by the CONTRACT MANAGER.

- Once the debris removal vehicle has been issued a load ticket from the CITY's authorized representative, the debris removal vehicle will proceed immediately to a CITY approved DDMS or a CITY approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the CITY or its authorized representative.
- Entry onto private property for the removal of eligible vegetative hazards (e.g. PPDR) will only be permitted when directed by the CITY or its authorized representative. The CITY will provide specific Right-of-Entry (ROE) legal and operational procedures.
- The CONTRACTOR must provide traffic control as conditions require or as directed by the CONTRACT MANAGER.

**4.4.3 ROW C&D Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site in accordance with all federal, state and local rules and regulations.

- For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street (i.e., ROW), and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- Removal of eligible C&D debris existing in the CITY ROW will be performed as identified by the CONTRACT MANAGER.
- Once the debris removal vehicle has been issued a load ticket from the CITY's authorized representative, the debris removal vehicle will proceed immediately to a CITY approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the CITY or its authorized representative.
- Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the CITY or its authorized representative. The CITY will provide specific ROE legal and operational procedures.
- The CONTRATOR must provide traffic control as conditions require or directed by the CONTRACT MANAGER.
- C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The CITY's authorized representative will

obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

**4.4.4 Removal of Debris from City Parks and Facilities**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site in accordance with all federal, state and local rules and regulations. All debris removal from CITY Parks, improved public property, and Facilities will be at the approval and authorization of the CITY prior to removal.

**4.4.5 Removal of Debris from Canals/Waterways**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site in accordance with all federal, state and local rules and regulations.

All debris removal from canals and waterways will be at the approval and authorization of the CITY prior to removal.

Removal of trees, vegetative, and non-vegetative debris deposited into drainage easements and natural and man-made canals and waterways that inhibit the natural flow of water, obstructs, or could obstruct intake structures, could cause damage to structures, such as bridges and culverts, or is causing or could cause flooding to improved property during the occurrence of a five-year flood is a unique process requiring unique equipment. As such, this process requires unique documentation and costing.

All debris removal shall be done from the waterway, unless otherwise approved by the CITY.

Where the CITY has access to boat ramps, these ramps may be made available for CONTRACTOR access to canals and waterways.

If ROE is required to access and remove debris from public canal or waterway it is the responsibility of the CONTRACTOR to obtain, and it shall only be obtained with prior approval of the CITY.

**4.4.6 DDMS(s) Management, Operations and Reduction**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. The DDMS(s) layout and ingress and egress plan must be approved by the CONTRACT MANAGER.

- The management of DDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The CONTRACTOR shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- CONTRACTOR is responsible for operating the DDMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- Debris at DDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- All un-reduced disaster debris must be staged separately from reduced debris at the DDMS(s).
- If the alternate tonnage price schedule of this RFP is used the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the CITY intends on using the alternate tonnage schedule of this RFP. CONTRACTOR shall provide a sufficient number of scales meeting the CITY specifications to provide for the efficient delivery of waste streams without excessive wait times. The CITY shall make the sole determination of time determined to be excessive. To the extent that the CITY determines that additional scales are required, certified scales must be operational within five (5) business days of the CITY's written request.
- Maintaining the DDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

- CONTRACTOR is responsible for all associated costs necessary to provide DDMS(s) dust and nuisance control such as, but not limited to, an operational water truck and a site foreman.
- CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DDMS will be collected by the CITY's Hazardous Materials Removal and Disposal CONTRACTOR(s).
- CONTRACTOR is responsible for providing twenty-four (24) hour DDMS(s) security.
- CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the CITY or its authorized representative on site(s).
- CONTRACTOR shall provide a tower(s) from which the CITY or its authorized representative can make volumetric load calls. The tower(s) provided by the CONTRACTOR will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 15: Debris Site Tower Specifications).

Upon completion of haul-out activities, the CONTRACTOR will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the CITY's direction for DDMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the CITY and FDEP.

CONTRACTOR is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. CONTRACTOR is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

**4.4.7 Haul-out of Reduced Debris to City Approved Final Disposal Site**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material

such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- The CONTRACTOR(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.
- The CONTRACTOR (s) shall not use any disposal facility without the written consent of the CONTRACT MANAGER. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the CONTRACT MANAGER prior to issuing any such authorization.
- The CONTRACTOR(s) shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the CONTRACTOR (s) and the CITY for permission to post a CITY inspector or authorized representative at the site for verification of each load disposed.
- The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting CITY specifications to provide for the efficient delivery of waste streams without excessive waiting times. The CITY shall make the sole determination of excessive wait times. To the extent that the CITY determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the CITY's request and certified scales must be operational within five (5) business days of the CITY's request.
- At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- The CONTRACTOR shall not receive any payment from the CITY for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-CITY approved Final Disposal Site.

**4.4.8 Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs in the CITY ROW, parks and facilities will be placed in the safest possible location on the CITY ROW and subsequently removed in accordance with scope of services, item 4.4.2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, Item 4.4.2). Eligible hazardous leaning trees will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, Item 4.4.2. The CITY will not compensate the CONTRACTOR for cutting leaning trees on a unit rate basis, which have not been properly determined and recorded as an immediate threat to public health and

safety. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the CITY ROW, then CONTRACTOR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible hazardous trees will be identified by the CITY or its authorized representative for removal. Removal and placement of eligible hazardous trees existing on the CITY ROW, parks and facilities, or private property will be performed as identified by the CONTRACT MANAGER. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the CONTRACTOR, in writing, by the CONTRACT MANAGER or authorized representative. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

   - The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
   - Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
   - The tree has a split trunk that exposes heartwood.
   - Meet FEMA's most current definition of eligible hazardous trees.

b. Eligible hazardous hanging limbs will be identified by the CITY or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs existing on the CITY ROW, parks and facilities, or private property will be performed as identified by the CONTRACT MANAGER. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR, in writing, by the CONTRACT MANAGER or authorized representative. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
   - The limb is still hanging in a tree and threatening a public-use area.
   - The limb is located on improved public property.
   - Meet FEMA's most current definition of eligible hazardous hanging limbs (i.e., hangers)

**4.4.9 Removal of Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. The CONTRACTOR shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled

immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the CITY ROW, parks and facilities will be transported to a CITY approved DDMS or a CITY approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured two (2) feet above ground level and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Item 4.4.2. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table and removed under the terms and conditions Scope of Services, Item 4.4.2.

a. Eligible hazardous stumps will be identified by the CITY or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the CITY ROW, parks, facilities, or private property will be performed as identified by the CONTRACT MANAGER. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR, in writing, by the CONTRACT MANAGER or authorized representative. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

   - Fifty percent (50%) or more of the root ball is exposed.
   - The stump is on CITY ROW or improved public property and poses an immediate threat to life, public health, and safety.
   - Meet FEMA's most current definition of eligible hazardous stumps.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 4.4.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 4.4.2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table.

c. Stumps shall only be collected after the monitoring firm(s) and the CONTRACTOR(s) document and perform the following:

   - Location. Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.

- Size. Measure and record the diameter of the stump to be removed at the appropriate location.
- Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

d. The unit stump price shall be all inclusive to include but not limited to: stump extraction, transport, disposal, and filling of root-ball hole.

### 4.4.10 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, but are accepted for recycling.

a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

   - All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

b. The CONTRACTOR shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a CITY approved final disposal site.

### 4.4.11 Household Hazardous Waste (HHW) Removal, Transport, and Disposal

a. Unless requested by the CITY to remove HHW from the ROW, the CONTRACTOR shall not collect HHW from the ROW. Such request by the CITY shall be made in writing.

b. If requested by the CITY, the CONTRACTOR shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

- CONTRACTOR shall be responsible for proper handling and disposal of all HHW that is transported to the CITY approved DDMS or a CITY approved Final Disposal Site.
- Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the CITY.
- The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

### 4.4.12 E-Waste Removal

a. Under the Contract CONTRACTOR may be requested to remove E-Waste from the ROW. Such request by the CITY shall be made in writing.

b. If requested by the CITY, the CONTRACTOR shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

- Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a CITY approved processing facility. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the CITY. The CONTRACTOR shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

### 4.4.13 Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the CITY. The removed eligible vehicles will be hauled to a CITY approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

No vehicles shall be removed without prior CITY Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.

### 4.4.14 Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW, CITY Parks, and Facilities to a CITY approved Final Disposal Site. CONTRACTOR shall coordinate activities with the Broward County Animal Services Division and the Broward County Health Department.

### 4.4.15 Other Debris Removal Work

Neither the CONTRACTOR nor any subCONTRACTORs shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the CONTRACTOR to dismiss or remove from the project any workers as the CITY sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

**4.5** The CONTRACTOR(s) shall contact CONTRACT MANAGER at a minimum of seventy-two (72) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the CITY for which there is no advance warning. After a disaster occurs, the CONTRACT MANAGER will contact the CONTRACTOR(s) holding the Disaster Debris Removal and Disposal contract to advise them of the CITY's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the CITY must issue a written

Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the CONTRACTOR(s) will send a management team to report to the CONTRACT MANAGER to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the CONTRACTOR(s) shall begin within twenty-four (24) hours of notification by the CITY. Within seventy-two (72) hours of receipt of the Notice to Proceed, the CONTRACTOR shall be fully established and continue debris removal operations. The CONTRACTOR{s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

### 4.6 Pre-Event Coordination Meeting

The successful CONTRACTOR(s) shall be required to attend an annual pre-hurricane season kick-off meeting with the CITY and its debris monitoring firm(s) at no cost to the CITY. If a table-top exercise is a part of this meeting, the successful CONTRACTOR would be expected to fully participate.

### 4.7 Description of Designated Areas

The Designated area for debris removal (the CITY right-of-way) is bounded by the CITY's boundary and includes public property and rights-of-way, CITY parks, and CITY debris staging areas within the CITY limits.

- If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the CONTRACTOR will be required to provide crews separate from those providing CITY ROW debris removal services. The crews designated to provide debris removal from FHWA- ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the CONTRACTOR shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.
- The CONTRACT MANAGER will authorize and approve which services the CONTRACTOR shall provide from the scope of services and which zones/areas must be prioritized.
- All debris identified by the CONTRACT MANAGER shall be removed. The number of complete passes the CONTRACTOR shall conduct through the CITY is at the discretion of the CONTRACT MANAGER. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the CITY or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter

onto private property during the performance of this contract unless specifically authorized by the CONTRACT MANAGER in writing.

- For first pass loose leaves and small debris in excess of two-bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
- CONTRACTOR shall deliver all disaster related debris to a CITY approved Debris Management Site (DDMS) or CITY approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- All Final Disposal Sites must be approved, in writing, by the CONTRACT MANAGER. The CONTRACTOR will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DDMS operations and remediation must comply with all local, state and federal safety and environmental standards. CONTRACTOR reduction, handling, disposal and remediation methods must be approved, in writing, by the CONTRACT MANAGER.
- Payment for disposal costs such as tipping fees incurred by the CONTRACTOR at a CITY approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the CITY as a pass-through cost. Prior to reimbursement by the CITY, the CONTRACTOR must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The CONTRACTOR will also be required to provide proof of CONTRACTOR payment to the CITY approved Final Disposal Site.
- The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- The CITY reserves the right to inspect DDMS and FDS, verify quantities and review operations at any time.

### 4.7.1 Debris Management Sites and Final Disposal Sites

The CONTRACTOR is responsible for providing final disposal of all debris generated and collected within the CITY in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually thereafter, the CONTRACTOR shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The CITY has two (2) potential DDMS sites that the CITY may authorize for debris management. Prior to the Start of each hurricane season, the CONTRACTOR shall evaluate any CITY provided DDMS Site. The CITY maintains the right to limit the use and/or eliminate any or all DDMS Sites at the CITY's sole discretion. The CITY shall authorize, in writing, the use of any CITY provided DDMS prior to the start of operations.

| | |
|---|---|
| Site Name | Seminole Park - 105421 |
| Site Address | 6600 SW 16 Street, Plantation, FL |
| Type of Debris Managed | Mixed Debris |

| | |
|---|---|
| Site Name | Central Park - 105455 |
| Site Address | 9151 NW 2nd Street, Plantation, FL |
| Type of Debris Managed | Mixed Debris |

The CITY will assign specific DDMS to specific CONTRACTOR(s) for their sole use. Designated DDMS may be a portion of the overall DDMS but shall remain the sole responsibility of the assigned CONTRACTOR. If additional DDMS locations are needed for the operation, the CONTRACTOR shall provide a list of DDMS locations. The list will include all necessary site information to allow the CITY to submit to FDEP for approval. If the CONTRACTOR(s) establish any additional DDMS, a copy of the agreement showing indemnification of the CITY for the use and proposed restoration plan of the additional sites, shall be provided to the CITY. In addition, the CONTRACTOR shall execute a hold harmless agreement for each CONTRACTOR established DDMS that is not located on CITY property. The hold harmless agreement must be approved by the CITY prior to execution.

Prior to the use of any DDMS (either CITY provided DDMS or CONTRACTOR(s) established DDMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the CONTRACTOR). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the CITY at the expense of the CONTRACTOR(s). The results of such testing shall be sent directly from the professional to the CITY. The CONTRACTOR shall be required to provide the CITY with site photographs for each DDMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DDMS in the CITY is a cost borne by the CONTRACTOR and compensated based on the CONTRACTOR's bid for site management and reduction of debris.

The CITY may also establish designated Residential Convenience Centers (residential drop-off sites). The CONTRACTOR will be responsible for removing all disaster related debris from those sites. CONTRACTOR shall not collect debris from the Residential Convenience Centers while sites are open to the public and / or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the CONTRACTOR may be required to push material to make room for additional debris.

The CONTRACTORs Operations Manager will assign a Foreman to the (each) DDMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 4.4.6 of this document. The DDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the CONTRACTOR's Operation Manager, who will in turn provide this information to the CITY. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The CONTRACTOR will be responsible for returning all utilized DDMS to their original condition or better prior to site use. DDMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DDMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the CITY and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

**END OF SECTION**

## RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar .com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

## SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1 Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.

2 Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

3 Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

4 Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

## TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

### Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

### Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

1) Overall approach and methods to accomplish the proposed services;
2) Working knowledge of the City of Plantation;
3) Describe the current work load of each person who will be involved in the Proposal;
4) Summarize other Proposer resources available to meet the City's needs;
5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

### Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a **minimum** of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

## Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

1) Staffing levels at office locations;
2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
4) List of tasks to be subcontracted out;

## Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

## Section 6: COST DETAIL

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required. Must include all costs that apply to this service with a detailed breakdown of costs. Costs that apply which may not be listed on the bid form provided should be submitted as a separate cost listing with this proposal.

**END OF SECTION**

## EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

## SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

## REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

## EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

## SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of three (3) Proposers. Upon completion of the

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

## ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

## FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

## EVALUATION CRITERIA

| Criteria for Evaluation | Available Points |
|---|---|
| | |
| **Qualifications and Experience / Ability of Professional Personnel / Financial**<br>o Availability of qualified personnel<br>o The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel, specifically, operational and administrative personnel assigned to the CITY<br>o Ability to perform additional services and provide technical support throughout the period of engagement<br>o Ability to meet set standards<br>o Previous contracting experience with the City and other governmental agencies<br>o Evidence of insurance and/or bonding capacity<br>o Demonstrated experience performing municipal general planning services | 15 |
| **Resources and Availability, Quality of Services**<br>o Conveyance of a willingness to work with City staff to maximize resources.<br>o The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully.<br>o Current workload and future commitments<br>o Plan for managing multiple Florida-based debris management/grant support contracts<br>o Demonstrated financial capability | 20 |
| **Operational Plan**<br>o Approach to the Project and Methodology<br>o Response times and operational plans for monitoring debris recovery<br>o Organizational structure of firm, chain of command, SUBCONTRACTOR's plan and capacity Meeting the City's operational requirements<br>o Onsite emergency response and communications<br>o Procedures for documentation and verification functions<br>o Quality control and customer service plans | 30 |
| **Price**<br>o Pricing Structure<br>o Fee Schedule work sheet | 20 |
| **Past Performance**<br>o References<br>o Closed, active and pending FEMA disputes, audits or lawsuits<br>o Explanation of unrecovered FEMA reimbursements | 15 |
| **'Maximum Technical Points** | **100** |

# GUARANTEE OF PROPOSAL

Name of Company: Looks Great Services of MS, Inc.

Street Address: 1501 Highway 13 North

Columbia (City) MS (State) 39429 (Zip)

Mailing Address: Same as above

Phone No.: 601-736-0037 Fax#: 601-736-1924

Email Address: bids@looksgreatservices.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ■ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): F15000004702

Federal Employer Identification Number (FEIN): 27-4125328

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

_____
Witness

Corporate Seal (Where appropriate)

_____
(Authorized Signature in Ink or Electronic)

Kristian Agoglia
(Printed Name of Above Signer)

Vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Kristian Agoglia, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 001-25.

Addenda Numbers Received:

1

2

3

AUTHORIZED SIGNATURE: K Agoglia

PRINTED NAME OF ABOVE: Kristian Agoglia

TITLE OF ABOVE: Vice President

COMPANY NAME: Looks Great Services of MS, Inc.

# PROPOSER'S CERTIFICATION

**(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)**

STATE OF Mississippi )

SS

COUNTY OF Marion )

On this 9th day of December, 20 24, before me, the undersigned authority, personally appeared Kristian Agoglia, to me known to be the individual described in and who executed the foregoing instrument as Vice President of Looks Great Services of MS, Inc., a Mississippi corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative K Agog

WITNESS my hand and official seal the date aforesaid.

Anita I. Wilson (Signature of Notary Public)

ANITA I. WILSON (Print, Type, or Stamp Commissioned Name of Notary Public)

STATE OF MISSISSIPPI ANITA I. WILSON NOTARY PUBLIC Lamar County Commission Expires August 14, 2028 COMMISSION NUMBER 19769

Personally, known X or product identification _____

Type of identification produced personally known to me **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# CORPORATE RESOLUTION

I hereby certify that I, Kristian Agoglia, am the undersigned Secretary of Looks Great Services of MS, Inc. (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 1501 Highway 13 North • Columbia, MS 39429. The Corporation is duly organized and existing under laws of the State of Mississippi and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 9th day of November, 2010 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Kristian Agoglia (name), Vice President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Disaster Debris Management and Removal Services (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 20 24

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Mississippi corporation, do certify that Kristian Agoglia (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Yolanda Agoglia | | President | | |
| Kristian Agoglia | | Vice President | | |
| Jerry Day | | Secretary | | |

This 9th day of December, 20 24.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Kristian Agoglia am the *(title)* Vice President and the duly authorized representative of the firm of *(Firm Name)* Looks Great Services of MS, Inc. whose address is 1501 Highway 13 North Columbia, MS 39429, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: Looks Great Services of MS, Inc.

Printed Name: Kristian Agoglia

Signature: K Agoglia Title: Vice President

Date: 12/9/2024

STATE OF Mississippi
COUNTY OF Lamar

The foregoing instrument was acknowledged before me by means of ■ physical presence or □ online notarization, this 12/9/2024 (*date*) by Kristian Agoglia (*name of officer or agent, title of officer or agent*), of Looks Great Services (*name of corporation acknowledging*), a Mississippi (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known to me (*type of identification*) as identification.

Anita I. Wilson
NOTARY PUBLIC

My Commission Expires: August 14, 2028

STATE OF MISSISSIPPI
ANITA I. WILSON
NOTARY PUBLIC
Lamar County
Commission Expires
August 14, 2028
COMMISSION NUMBER 19769

FIRM PROFILE

1. Firm (or joint venture) Name & Address

Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429

1a. Firm is x National ____ Regional ____ Local

FEIN # 27-4125328

1b. Firm is a County Certified Small Business ____ Yes x No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes x No

1d. Firm is a Certified Minority Business _____ Yes x No

1e. Licensed to do business in the State of Florida
x Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Sean Hunt
VP of Emergency Response
901-910-8560

1g. Address of office to perform work, if different from Item 1

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

5 to 300 depending on project size.

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this joint venture previously worked together? ____ Yes ____ No

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:**

1. PROJECT: Disaster Debris Removal and Disposal Services DATE: 10/20/2024

   LOCATION: City of Oviedo, FL
   400 Alexandria Blvd
   Oviedo, FL 32765

   OWNER REPRSENTATIVE: Name: Elda Hasanaj
   Title: 407-971-5653
   Email: ehasanaj@cityofoviedo.net

2. PROJECT: Disaster Debris Removal - Hurricane Helene DATE: 9/29/2024

   LOCATION: Toombs County, GA
   PO Box 112
   Lyons, GA 30436

   OWNER REPRSENTATIVE: Name: John Jones
   Title: County Manager
   Email: jjones@toombsco@bellsouth.net

3. PROJECT: Disaster Debris Removal - Hurricane Helene DATE: 9/29/2024

   LOCATION: Johnson County, GA
   PO Box 269
   Wrightsville, GA 31096

   OWNER REPRSENTATIVE: Name: William Lindsey
   Title: County Administrator
   Email: wflindsey@johnsonco.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for 001-25.

2. This sworn statement is submitted by Looks Great Services of MS, Inc. (entity submitting sworn statement), whose business address is 1501 Highway 13 North • Columbia, MS 39429 and its Federal Employer Identification Number (FEIN) is 27-4125328. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Kristian Agoglia (please print name of individual signing), and my relationship to the entity named above is Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

# PUBLIC ENTITY CRIMES

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

K Agoglia
(Signature)

12/9/2024
(Date)

STATE OF Mississippi

COUNTY OF Lamar

The foregoing instrument was acknowledged before me this 9th Day of December, 2024, by Kristian Agoglia, who is personally known to me or who has produced personally known to me as identification.

**NOTARY SEAL:**

STATE OF MISSISSIPPI
ANITA I. WILSON
NOTARY PUBLIC
Lamar County
Commission Expires
August 14, 2028
COMMISSION NUMBER 19769

**NOTARY PUBLIC:**

SIGN: Anita I. Wilson

PRINT: ANITA I. WILSON

Notary Public, State at large

My Commission Expires: AUGUST 14, 2028

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Signature | Kristian Agoglia<br>Printed Name |
| Looks Great Services of MS, Inc.<br>Bidder Name | 12/9/2024<br>Date |

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name: Max Elkins

Typed name: Yolanda Agoglia

**BIDDER:**

By: K Agoglia

Name: Kristian Agoglia

Title: Vice President

STATE OF Mississippi

COUNTY OF Lamar

The foregoing instrument was acknowledged before me by means of ■ physical presence or □ online notarization, this 12/9/2024 (*date*) by Kristian Agoglia who is personally known to me or who has produced personally known to me as identification.

My commission expires: AUGUST 14, 2028

STATE OF MISSISSIPPI ANITA I. WILSON NOTARY PUBLIC Lamar County Commission Expires August 14, 2028 COMMISSION NUMBER 19769

Anita I. Wilson

NOTARY PUBLIC

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Mississppi

COUNTY OF Lamar

Before me, the undersigned authority, personally appeared Kristian Agoglia, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Looks Great Services of MS, Inc., (entity submitting sworn statement), whose business address is 1501 Hwy 13 N • Columbia, MS 39429, and its Federal Employer Identification Number (FEIN) is 27-4125328. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is Kristian Agoglia (please print name of individual signing), and my relationship to the entity named above is Vice President, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Looks Great Services of MS, Inc., (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Mississippi

COUNTY OF Lamar

The foregoing instrument was acknowledged before me by means of ■ physical presence or □ online notarization, this 12/9/2024 (*date*) by Kristian Agoglia (*name of officer or agent, title of officer or agent*), of Looks Great Services (*name of corporation acknowledging*), a Mississippi (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known to me (*type of identification*) as identification.

My commission expires:
August 14, 2028

Anita I. Wilson
NOTARY PUBLIC

STATE OF MISSISSIPPI
ANITA I. WILSON
NOTARY PUBLIC
Lamar County
Commission Expires
August 14, 2028
COMMISSION NUMBER 19769

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____
NOTARY PUBLIC

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X, C, U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS** **CONTRACTOR**

12/9/2024

**DATE** **CITY OF PLANTATION**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

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

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

**PRODUCER**
Cadence Insurance, A Gallagher Company
16 Thompson Park
Hattiesburg MS 39401

**CONTACT NAME:** Daphne Coleman
**PHONE (A/C, No, Ext):** 601-554-7321 **FAX (A/C, No):** 877-288-0152
**E-MAIL ADDRESS:** daphne.coleman@cadenceinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Guarantee and Liability Ins Co | 26247 |
| INSURER B : Markel American Ins. Co. | 28932 |
| INSURER C : Old Republic Insurance Co. | 24147 |
| INSURER D : Illinois Union Insurance Company | 27960 |
| INSURER E : | |
| INSURER F : | |

**INSURED** LOOKGRE-01
Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia MS 39429

**COVERAGES** **CERTIFICATE NUMBER:** 190066432 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | MWZY31369224 | 2/1/2024 | 2/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Per Project Agg Cap | $ 2,000,000<br>$ 500,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 10,000,000 |
| C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>[ ] | Y | Y | MWTB31369124 | 2/1/2024 | 2/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 2,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 0 | Y | Y | AUC019344808 | 2/1/2024 | 2/1/2025 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 8,000,000<br>$ 8,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | MWC31369024 | 2/1/2024 | 2/1/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B<br>D | Rented/Leased Equipment<br>Pollution | | | MKLM4IM0054280<br>CPYG28206690004 | 4/14/2024<br>1/12/2023 | 4/14/2025<br>1/12/2025 | Per Item/Occurrence<br>Occur/Agg | $300,000<br>$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
CERTIFICATE FOR BIDDING PURPOSES -

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S) AND ANY OTHER PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured coverage provided applying on a primary and non-contributory basis.
Blanket Waiver of Subrogation.
See Attached...

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation FL 33317
United States

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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Fill in Form

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. n/a

CONTRACTOR:
Name: Looks Great Services of MS, Inc.
Legal Status: Corporation
Address: 1501 Highway 13 North, Columbia, MS 39429

SURETY:
Name: Fidelity and Deposit Company of Maryland
Legal Status: Corporation
Principal place of Business: 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent (5%) of the amount bid -------

PROJECT:
RFSP No. 001-25; Disaster Debris Management and Removal Services - Term Contract Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

Looks Great Services of MS, Inc.

K. Tgeglia
(Name of CONTRACTOR)

By: Kim Barhum
(As Attorney in Fact) Kim Barhum

Fidelity and Deposit Company of Maryland
(Name of Surety)

# PUBLIC CONSTRUCTION BOND

**TO BE RETURNED WITH PROPOSAL**

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

# PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of _____(Phone:_____), as Principal and _____, a corporation, having a principal street address of _____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated_____, 20___, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20 .

_____
(Name of Principal)

By: (As Attorney in Fact)

_____
(Name of Surety)

# FEMA REQUIREMENTS

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

   a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices

   b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

   a. Time Cards

   b. Daily work reports for every employee, by each separate FEMA category of work

   c. Daily equipment use, by each separate FEMA category of work

   d. List of all supplies and materials used, by each separate FEMA category of work

   e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors

are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders

and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law.

# FEMA REQUIREMENTS

Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Looks Great Services of MS, Inc.

By (sign): _____

Print Name: Kristian Agoglia

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Mississippi

COUNTY OF Lamar

The foregoing instrument was acknowledged before me by means of ■ physical presence or □ online notarization, this 12/9/2024 (*date*) by Kristian Agoglia (*name of officer or agent, title of*

*officer or agent*), of Looks Great Services (*name of corporation acknowledging*), a Mississippi (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known to me (*type of identification*) as identification.

My commission expires:
AUGUST 14, 2028

Anita I. Wilson
NOTARY PUBLIC

STATE OF MISSISSIPPI
ANITA I. WILSON
NOTARY PUBLIC
Lamar County
Commission Expires
August 14, 2028
COMMISSION NUMBER 19769

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____

NOTARY PUBLIC

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name:** Looks Great Service of MS, Inc. **Date:** 12/9/2024

**Base Proposal Total:** $9,091,650.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Disadvantaged Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Certificate of Insurance Requirements Form
- ☑ Bid Bond
- ☑ Forms A-1 & Firm Profile
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ FEMA Requirements
- ☑ Public Construction Bond

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Kristian Agoglia

## Tab 1. Title Page

**RFSP No. 001-25; Disaster Debris Management and Removal Services- Term Contract**

TFR Enterprises, Inc
601 Leander Drive
Leander, Texas 78641
Tiffany Jean
Contract Manager
Office: (512) 260-3322
Cell: (512) 565-0710
Email: tiffany@tfrinc.com

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## Tab 3. Transmittal Letter

December 10, 2024

City of Plantation
City Clerk's Office
400 NW 73rd Avenue
Plantation, Florida 33317

RE: RFSP No. 001-25, Disaster Debris Management and Removal Services

To Whom It May Concern,

Disasters are inherently unpredictable, varying in size, scope, and intensity. Despite this unpredictability, governments can take proactive steps to ensure the safety and relief of their communities.

At TFR Enterprises, we address the needs of our clients even before a formal relationship begins. We recognize that every project is unique, with state, county, and city governments prioritizing different aspects of disaster relief and recovery. To meet these varying demands, TFR emphasizes meticulous due diligence and pre-planning, ensuring a thorough understanding of each client's expectations. Our knowledgeable management team brings over 155 years of combined experience responding to hurricanes, floods, and other disasters. With robust pre-planning, TFR is equipped to respond swiftly and efficiently to projects of any size or complexity.

TFR Enterprises distinguishes itself as the premier provider of debris removal and management services through the following key factors:

**Experience and Track Record**

- Over 35 years of expertise in disaster recovery, having completed more than 450 projects nationwide.
- Extensive experience handling diverse disaster scenarios, including hurricanes, tornadoes, floods, and wildfires.
- **TFR Enterprises has been the debris contractor for the City of Plantation since 2017. Following Hurricane Irma, we successfully removed over 500,000 cubic yards of debris, showcasing our ability to handle large-scale disaster recovery projects efficiently and effectively.**

**Comprehensive Resources**

- Ownership of over 200 specialized pieces of equipment, including self-loading trucks, heavy-haulers, excavators, dozers, and Diamond Z Tub Grinders for vegetative debris reduction.
- A network of over 1,000 qualified subcontractors nationwide to scale operations as needed.
- Ability to establish and operate multiple Temporary Debris Storage and Reduction (TDSR) sites concurrently.

**Self-Performance Capability**

- Unlike many competitors, TFR self-performs critical tasks using company-owned equipment and workforce, ensuring consistency, accountability, and quality control.

**FEMA Compliance Expertise**

- Extensive knowledge of FEMA guidelines and reimbursement processes.
- A proven record of clients receiving 100% of their eligible FEMA reimbursements.

**Timely and Reliable Service**

- Rapid mobilization capabilities to address emergencies immediately.
- Consistent delivery of projects on schedule and within budget, even under challenging conditions.

**Commitment to Client Satisfaction**

- A customer-focused approach ensures that TFR adapts to each client's specific needs.
- Positive feedback from clients, including federal, state, and local governments, highlights the company's reliability, professionalism, and efficiency.

With a combination of extensive experience, robust resources, and a strong commitment to quality and client satisfaction, TFR Enterprises stands out as the best-qualified provider for debris removal and management services.

TFR Enterprises accepts all conditions and requirements outlined in this RFP. We affirm that this proposal is submitted in good faith, without collusion or fraud, and will remain valid for ninety (90) days. We sincerely appreciate your time and consideration and look forward to the opportunity to serve as your disaster debris management and removal contractor.

Sincerely,

Tipton F. Rowland,
CEO/President
601 Leander Drive
Leander, Texas 78641
Office: 512-260-3322
Incorporated in 1989 under the laws of the State of Tennessee.
FEIN#: 72-1149862
DUNS: 08-1346561

## Tab 4. Technical Proposal, Introduction Letter

December 10, 2024

City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

**RE: RFSP No. 001-25, Disaster Debris Management and Removal Services**

To Whom It May Concern,

Thank you for considering TFR Enterprises as the City of Plantation's contractor for disaster debris management and removal services. Established in 1989 and headquartered in Leander, Texas, with field offices across the United States, TFR Enterprises has proudly served those impacted by extreme weather on over 450 projects nationwide. With 35 years of experience in disaster recovery, TFR has collected and processed over 70 million cubic yards of debris.

TFR is fully prepared and equipped to deliver a turnkey, cost-effective emergency response solution that aligns with emergency management guidelines and public policy. As a member of the National Disaster Recovery Coalition of America (DRCA), TFR collaborates with federal, state, and local governments to prepare for, respond to, recover from, and mitigate disasters. DRCA members include some of the nation's top emergency management experts, representing over 15 industries and a wide range of critical disaster recovery services.

Our capacity to manage large-scale disasters is unmatched. In 2023 alone, TFR handled 3.5 million cubic yards of debris while serving 22 cities, counties, and state agencies across nine states. Following the devastating 2020 hurricane season, we managed 57 simultaneous contract activations across Iowa, Louisiana, Mississippi, Alabama, Texas, and Oklahoma. With an expansive fleet of company-owned equipment and a network of over 1,000 subcontractors, TFR is prepared to meet the greatest challenges with efficiency and expertise.

TFR owns more than 200 pieces of specialized equipment, including self-loading debris-hauling trucks, rubber-tired and tracked loaders, heavy-haulers, excavators, dozers, and eight (8) Diamond-Z Model 1463 Tub Grinders for vegetative debris reduction. This extensive fleet is dedicated to debris removal operations and is not tied to other long-term contracts, allowing us to mobilize quickly and manage multiple projects simultaneously.

Beyond debris clearing and removal, TFR provides a full range of recovery services to restore communities to pre-storm conditions. Our expertise includes:

- Land clearing
- Stream and river clearing and diversion
- Tree removal, trimming, and pruning for parks, golf courses, and rights-of-way
- Tree repair and maintenance
- Debris recycling, tub grinding, hauling, and demolition

TFR also recognizes the financial challenges posed by projects of this scale. Our team is well-versed in FEMA reimbursement processes and provides expert guidance to ensure clients receive 100% of their eligible reimbursements. Our financial strength enables us to fund and initiate projects while the reimbursement process is underway, ensuring timely progress without delays.

TFR affirms that this proposal is submitted in good faith, without collusion or fraud, and that the signatory has full authority to bind TFR Enterprises, Inc. for contractual purposes.

Thank you again for the opportunity to serve the City of Plantation. The authorized representatives for TFR Enterprises, Inc. are:

- **Primary Contact for RFP**: Tiffany Jean, Contract Manager
  Office: (512) 260-3322 | Mobile: (512) 565-0710 | Email: tiffany@tfrinc.com
- **Signature Authority**: Tipton F. Rowland, CEO/President
  Mobile: (281) 731-4398
- **Operations Manager**: Melvin Utterback
  Mobile: (870) 223-6053

**Florida Office to Serve the City of Plantation**
13820 181st Road
Live Oak, Florida 32060

Sincerely,



Tipton F. Rowland
CEO/President
TFR Enterprises, Inc.
601 Leander Drive
Leander, Texas 78641
Office: (512) 260-3322
**Incorporated in 1989 under the laws of the State of Tennessee**
**FEIN**: 72-1149862 | **DUNS**: 08-1346561

**2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Feb 02, 2024**
**Secretary of State**
**7078581813CC**

DOCUMENT# F02000004640

**Entity Name:** T.F.R., INC. OF TEXAS

**Current Principal Place of Business:**

601 LEANDER DR
LEANDER, TX 78641

**Current Mailing Address:**

601 LEANDER DR
LEANDER, TX 78641

**FEI Number: 72-1149862**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | PRESIDENT | Title | SECRETARY, TREASURER |
| Name | ROWLAND, TIPTON | Name | ROWLAND, JULIE |
| Address | 601 LEANDER DR | Address | 601 LEANDER DR |
| City-State-Zip: | LEANDER TX 78641 | City-State-Zip: | LEANDER TX 78641 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: JULIE ROWLAND SECRETARY 02/02/2024

Electronic Signature of Signing Officer/Director Detail — Date

## Approach to the Scope of Services

### Project Management Approach

As Prime Contractor, TFR possesses effective program management systems for overall management, reporting, cost and schedule control, and quality assurance. We have a strong track record on similar contingency contracts with USACE, FEMA, and other Federal agencies that will provide valuable lessons learned to be used when disaster strikes. To expediently serve our clients, our organizational approach features several important organizational initiatives, including an emphasis on logistics, optimized subcontractor teaming with regional and nationwide coverage, a 24/7 response from our home office, and localized, dedicated project support.

### Managing On and Off-Site Personnel

In a disaster, TFR's approach to resource management is to keep the degrees of separation between the operations manager and field personnel as minimal as possible and ensure that the span of control remains manageable. We provide our managers with the authority to make swift decisions in often unforeseen circumstances. These concepts enable us to remain informed of daily operations, maintain efficiencies, and remain agile to adjust to changes.

### On-Site Management

Our team's proposed key personnel have more than 155 years of debris management experience and are committed to sharing their knowledge and capabilities with our clients and mobilizing within 24 hours of notification. Our team is aware of the issues that may arise in the aftermath of a natural or man-made disaster and is prepared and experienced in dealing with them. The debris team will gain a comprehensive knowledge of project goals beyond what is stated in the written scope of work by coordinating with government and municipal disaster management personnel.

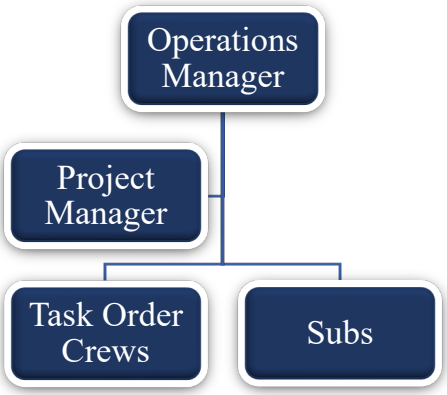


Our management structure clearly defines duties and reporting lines for our team and clients. We understand the importance of providing the management team and field personnel with defined roles and a span of control that creates a stable structure for workers functioning in a post-disaster environment. Allowing our personnel to concentrate on specific tasks allows them to focus on the project's objectives and manage them in a way that meets or surpasses all contractual standards set within the scope of work.

Daily operations and planning meetings will be attended by all key personnel to convey the status of ongoing operations, quality, safety, and scheduled activities. These meetings are meant to provide for an open discussion of problems as well as an opportunity for attendees to share ideas that will improve efficiency, safety, and quality. Meeting minutes will be kept and made available so that the project status and work assignments may be documented. The project manager will assign specific crews to localities based on the priorities established by the client's priority routes, debris volume, debris category, disposal options, and available equipment resources.

Our team management and integration plan include the following:

- Subcontract agreements
- Define protocols
- Documentation processes
- Daily/weekly schedule reviews
- Training on quality control, safety, and data reporting
- Performance reviews

### Off-Site Management

When multiple missions occur, our program manager will oversee the performance of each operations manager deployed from our corporate office in Leander, Texas. He/she will provide support for subcontracting resources, lodging, fuel, equipment resources, quality control, and health and safety compliance.

### Quality Control Overview

TFR has a strong quality assurance/quality control culture, a tried-and-true corporate quality management system that has been employed in all recent disasters, and a track record of high-quality recovery projects. Our quality assurance team is well-versed in corporate procedures. We confirm that the processes, equipment, and verification testing utilized on a wide range of debris removal and other recovery operations correspond to contracts and task order requirements through 3-phase inspections. (Preparatory Phase, Initial Phase, and Follow-up Inspections), we know that a one-size-fits-all approach to quality control is not realistic, based on lessons learned from previous disaster initiatives. TFR is dedicated to delivering high-quality standards in a cost-effective and timely manner while adhering to government guidelines and regulations.

### Clean As You Go Policy

TFR's "Clean as you go" policy applies to all employees and subcontractors during all phases of work. It is designed to ensure and maintain the cleanliness and safety of each work zone to the highest standard. The policy places the responsibility on all workers to maintain the working environment in a clean, tidy, and safe condition at all times when carrying out duties on each pass as thoroughly as practicable.




### Safety Overview

The safety and health of our employees continue to be the first consideration in the operation of our business. TFR Enterprises, Inc. and its principals are committed to maintaining a safe and healthy workplace for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all personnel associated with TFR, whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees/subcontractors are required to report any violations, unsafe conditions, or known safety hazards to their immediate supervisors at once. All subcontractors are subject to TFR's safety and health policy as a condition of the contract agreement.

The responsibility for the health and safety of TFR employees' rests with all levels of management. The specific areas of responsibility are as follows:

- Creating and implementing safe and healthy work practices, working conditions, and a safety mindset among all employees.
- Appointment of appropriate persons to administer the safety and health program.
- Provide a means of collecting, evaluating, and circulating safety and health information, necessary audio-visual aids, and other appropriate materials.
- Maintenance of injury and illness recordkeeping systems with periodic review and evaluation.
- Inspections of health and safety work practices and conditions in the field on a routine basis, utilizing checklists that will be reviewed with site personnel.
- All levels of management and supervisory personnel are committed to the following principles that are the foundation on which the TFR safety and health program is built:
    - All injuries and occupational illnesses can be prevented.
    - All construction and operating expenses can be reasonably safeguarded.
    - Working safely is a condition of employment.

### Environmental Overview

TFR is committed to protecting the environment and preserving the Nation's historic resources while complying with applicable Federal environmental and historic preservation laws such as:

- National Historic Preservation Act
- National Environmental Policy Act
- Endangered Species Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Migratory Bird Treaty Act
- Resource Conservation and Recovery Act
- Coastal Zone Management Act
- Farmland Protection Policy Act
- Fish and Wildlife Act
- Wild and Scenic Rivers Act
- Magnuson-Stevens Conservation and Management Act
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice

The primary potential environmental impacts occur from activities related to debris management sites, individual demolition sites, and transportation activities associated with moving debris and waste along with general transportation activities.

A comprehensive Environmental Protection Plan will be prepared and submitted within five days of notice of award. It will identify specific debris management sites and specific impacts associated with the location(s). This includes site-specific information such as depth to the water table, distance to potential receptors and pathways, and the site setting parameters that may be affected by activities such as dust, odor, noise, traffic, etc. Until the specific debris site is identified, the Environmental Protection Plan cannot be finalized.

This framework is intended to demonstrate our familiarity with the requirement and our ability to deliver the submittal plan as required. It's not intended to be a complete or thorough model for the Environmental Protection Plan.

Pathways to be evaluated and issues to be addressed in the Environmental Protection Plan:

- Air/Dust, Odor, Gases, Smoke
- Water/Storm Water Runoff/Erosion Control, Leaching into Water Table
- Esthetics & Community Relations -Setbacks, Noise, Traffic, Hours of Operation, Tree Preservation, Site Restoration
- Spills and Spill Response

Special Considerations:

- Wetlands Protection
- Ground Water Recharge and Discharge
- Aquatic Food Chain Support
- Fish and Wildlife Habitat
- Fire/Rodent/Wind/Hauling Control

Primary considerations also include prevention of soil erosion and sedimentation, improved air quality, reduced noise pollution, energy conservation through site layout and design, protection of privacy by maintaining and establishing buffers between conflicting land uses, and maintaining or enhancing habitat for wildlife through final restoration.

## Operational Approach

This operational plan has been thoroughly vetted over years and years of disaster-related debris management projects. Utilized in Plantation, Florida to smaller projects such as Port Aransas, Texas, the operational plan outlined below maintains the flexibility to administer and complete multiple large-scale projects simultaneously without sacrificing safety, transparency, and performance. In 2017, TFR's flexible operational plan was tested. With projects spanning from Puerto Rico, California, and Florida, to Beaumont, Texas, **TFR operated, funded, and completed 26 simultaneous projects with a total value of over $78 MIL.**

### FEMA Understanding and Experience

TFR possesses an intimate understanding of the FEMA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.** We understand that our client's reimbursement is directly correlated to their ability to pay TFR and we work with our clients to ensure this process is as fast and efficient as possible.

TFR personnel have conducted over 450+ federally funded projects, and as such, have gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With minimal turnover in our key personnel for the past five (15) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 35 years. Sharon Lyell, our Project Administrator, in conjunction with Tiffany Jean, Senior Contract Administrator, heads our *FEMA Compliance Team* in all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are very familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering the following services to aid our clients in complying with the federal *Public Assistance Program*:

- Provide extensive pre-event training sessions with a review of previously submitted FEMA paperwork.
- Design appropriate cost tracking systems before approval of Project Worksheets is received.
- Assist in the estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments
- Train clients on FEMA's Cost Estimating Format, a forward pricing model allowing FEMA to account for all possible costs on large projects.
- Assist in the preparation of Immediate Needs Funding (INF) requests.

### Supporting Communities from the Ground Up

**☑ Ready**
With years of experience helping hundreds of customers, TFR offers a deep understanding of the disaster recovery process. We help our clients put together a plan before a disaster strikes so that they will be ready to respond when it does.

**☑ React**
TFR hits the ground running as soon as a disaster strike. We can mobilize our expert project managers, crews, and state-of-the-art equipment within hours.

**☑ Respond**
TFR carefully coordinates every disaster recovery/debris management plan to meet the needs of the community. Our deep planning and project expertise enable us to provide extremely accurate time/cost estimates and meet or exceed all project expectations.

**☑ Recover**
TFR provides support and technical assistance to help clients navigate a complex maze of state and federal public assistance programs, including FEMA reimbursements, to help disaster-impacted communities get back on their feet as quickly as possible.

- Review the operational procedures of the FEMA Public Assistance Program as it relates to the overall recovery process.
- Inform and prepare for critical meetings with FEMA, with emphasis on "Kick-off Meeting" and "Applicant's Briefing."
- Aid in the preparation of Project Worksheets
- Provide, review, and confirm the accuracy of supporting documentation (i.e., Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement.

TFR takes a proactive approach to debris management. Enacting a comprehensive, efficient debris management plan, which retains operational flexibility to address problems on the fly, is vital to the success of the project and our client's realization of full FEMA reimbursement. Upon establishment of a debris management plan, we strongly suggest submitting the plan for FEMA review, relieving undue stress over FEMA acceptance following a disaster event.

### Training Sessions and Tabletop Exercises

Preparation is the be-all of good emergency management. As such, TFR offers annual on-site training and tabletop exercises for all Clients wishing to participate. Usually lasting 4 to 5 hours, TFR conducts the training service in the months preceding Hurricane Season on simulated events developed by TFR. In the past, we have offered this value-added service to Clients to familiarize ourselves with key emergency management officials and local agencies designated to the project. TFR believes understanding the needs of the local officials allows us to tailor-make a debris management plan that best suits the community.

With TFR's expertise and guidance, the client and TFR will develop a complete, full-service debris management plan that anticipates encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. The preparation and experience gained during our training exercises will position local officials to respond quickly and realize full FEMA reimbursement. Additionally, by identifying key elements, such as DMS and Staging locations, TFR can rapidly mobilize to ensure an efficient response immediately following the storm.

TFR's training session focuses heavily on the following topics:

**TFR Spotlight**

**TFR has successfully completed more than $350,000,000.00 in federally funded task orders.**

**FEMA Guidelines and Policies**

This portion of the training is billed as "How Best to Maximize Your Federal Reimbursement." We walk through, step-by-step, the FEMA *Public Assistance Program* from the Disaster Declaration by the President to the submittal of the "Letter Requesting Project Closeout." TFR will inform our clients of topical and current FEMA guidelines and policies that are affecting the reimbursement process. Additionally, to benefit and familiarize Officials with federal documentation and expectations, TFR will review and analyze a FEMA Reimbursement Submittal from a current client that received full funding. This portion of the training is customized to fit the knowledge and expertise of the local officials, however, in every training session we stress key elements of the process outlined below:

- Review and recommendations for the *Request for Public Assistance Form*
- Training of personnel on federal expectations in Project Worksheets (PW)
    - Review the scope of work justifications including narratives, fiscal documentation, and
    - Analyze accepted content documentation of completed projects, including photo documentation, invoices, etc.
    - Review supporting documentation for PW's for accuracy.
    - Familiarize the client with an individual project and deficiencies of the file, scope of work relating to the project worksheets, and cost estimates.
- Review and identification of eligible equipment, labor, and contracts, accurate unit costs, and scope of work.

- Review and analyze the utilization of Force Account Equipment, Force Account Materials, and Force Account Labor practices for reconciliation with Work Orders and Equipment Codes
- Review and recommendations for *Force Account Labor Summary Record, Force Account Equipment Summary Record,* and *Contract Work Summary Record*
- Review and analysis of the documentation program in keeping with FEMA reimbursement guidelines:
  - Update existing documentation and record-keeping systems to comply with federal reporting and record-keeping, or
  - Propose a record-keeping and documentation system that will comply with federal reporting and record-keeping requirements.
- Provide training and orientation to clerical and department heads on required documentation quality and quantity requirements.
- Examine the reconciliation of invoices to appropriate Purchase Orders and PW's scope of work.
- Examine status reports and PW tracking through State and Federal Agencies.
- Review the organization and preparation of invoices, canceled checks, contracts, public notices, bid tabulations, force account labor and equipment information summaries with easy reference tabs, attached in document format, to coincide with the guidance documents utilized by FEMA inspectors.
- Examine the drafting and final submittal of the "Letter Requesting Closeout."

### Debris Management Site Location and Testing

In conjunction with Government Officials, TFR seeks to aid in selecting and qualifying Debris Management Sites. Identification and selection of an appropriate DMS are vital to the debris management process's efficiency, cost control, and overall safety. The FEMA *Debris Management Guide* outlines the selection of a DMS through the following:

1. Ownership
2. Size
3. Location
4. Environmental and historic concerns

In past planning sessions, TFR and Government Officials have scoured potential areas locating and qualifying numerous DMS through a stringent identification process. Examining the layout of the City/County, possible high-volume areas, and environmental impact, TFR and Officials can establish probable locations that best suit the debris management effort. After sites have been identified, historical information is pulled to ensure compliance with the National Historic Preservation Act, and soil and water samples are collected to file with State Environmental Protection Agencies. Coupled with TFR's unique ability to operate 8 concurrent debris management sites with Company-owned Diamond Z Grinders, the qualification process of logistically, geographically, and environmentally appropriate DMS is key to the efficient, rapid mobilization effort TFR can offer.

### Sectoring of the Impacted Area



TFR strongly recommends our clients develop and review sector maps for the debris management plan. If requested, TFR will assist in the establishment of emergency routes with a pivotal focus on immediate-need facilities. TFR prioritizes certain immediate need facilities, including EOCs, government buildings, hospitals, and FEMA Distribution Centers, to employ a rapid 70-hour "Push" to secure facility access. Following the establishment of emergency routes, TFR and Government Officials will review preliminary sector maps and designated DMS for debris collection. Our goal is to develop sector maps that retain flexibility post-storm to ensure efficient allocation of resources to debris-ridden areas while emphasizing safety to our crews and the community.

### Pre-Strike Procedures

48-72 hours before anticipated landfall: Both the President and Director of Operations of TFR Enterprises, Inc. have been monitoring and tracking "Mock" hurricanes through local communication and weather channels.

The Director of Operations will contact the known designated Government Representatives and provide them with the primary and secondary, 24-hour emergency contact personnel and points of contact (e-mail and cell phone).

The Contract Administrator in the home office will produce a list of known, experienced subcontractors from the database and sort the list by State (a list can be provided upon request) *Note: The subcontractors listed as pre-qualified are companies familiar with TFR procedures and expectations. In past projects, these subcontractors have been successful in operating alongside TFR and thoroughly vetted.

Project Managers will each be given a group of these subcontractors to contact. Each Project Manager will begin calling the subcontractors and make the following determinations for each and in aggregate:

- Current equipment and personnel on hand and available to commit if tasked.
- Best-estimated anticipated response time if tasked.
- Plans for housing, feeding personnel, and fuel supply resources.

During this same period, the Service Manager in the home office will begin calling Equipment Rental Dealers to identify available equipment on hand, such as Rubber Tired Front End Loaders, Skid Steer Loaders, Grapple attachments, Knuckleboom Loaders, Bucket Trucks, Vacuum Trucks, Water Trucks, Bulldozers, Portable Generators, and Portable Toilets, to augment, if necessary, TFR owned equipment. Also, the Service Manager will prepare preliminary tracking routes for Company-owned equipment and determine what states and what permits may be required if tasked.

An evaluation of the information gathered from the Subcontractors who have been contacted and an estimated crew/response capability will be made in the following priority:

1) Subcontractors on a call with Emergency Road Clearing Equipment.
2) Subcontractors on a call with Loading and Hauling Equipment.
3) Subcontractors on a call with Site Management Equipment.

This information will be added to the estimated crew/response capability of TFR's Company-owned equipment and personnel, and a preliminary mobilization schedule will be prepared.

24-48 hours before anticipated landfall: The Service Manager will begin acquiring trip permits for dispatching the initial transport of heavy equipment (debris clearing and site preparation equipment) to the designated staging area.

Loading and Hauling equipment and personnel will be dispatched to the designated staging area as well as mobile campers and temporary housing units.

The experienced subcontractors previously notified will be contacted by the Project Managers and placed on standby, if necessary. Their mobilization capability and preparedness will be noted and updated in the preliminary crew assessment.

0-24 hours before anticipated landfall: Upon notification of the Government Representative, or at the discretion of the Director of Operations, the *Pre-Execution Planning Team* (Operations Manager, Operations Planner, Project Managers, Environmental Health and Safety Officer, and the Program/QC Manager) will deploy.

To provide an immediate point of contact, at least one (1) TFR Representative shall "ride out" the storm with Government Officials. This TFR representative shall be responsible for coordinating the "push" effort as the *Pre-Execution Planning Team* assesses the damage, and sections of the City/County, if not completed, and mobilizes resources.

A workforce of Management and Loading and Hauling crews (minimum of ten) have been notified, prepared, and will be in the affected Sector/Subsector and poised to respond within a few hours following the landfall or strike for the immediate emergency needs response.

In a post-strike environment, with a Notice to Proceed, the planning team will deploy to the designated location within hours to participate in estimating debris volume, sectoring the disaster area, locating debris sites, determining personnel and equipment requirements, evaluating environmental and health and safety issues, and identifying necessary permits and license requirements. Once this meeting has taken place, a defined list of equipment and personnel necessary will be identified.

During this planning session, the following determinations will be made:

- Total area affected.
- Estimated number of Debris (This can be performed by Government Officials or TFR, either by aerial assessment or by "windshield" drive-by through the damaged area)
- Number of Sectors to be assigned for best management.
- Number of estimated DMS required for efficient removal.
- Location of best possible DMS

### Mobilization of Personnel and Equipment

Following the coordination with Government Representatives, and identifying the quantities, sectors, DMS, and production requirements, TFR will continue the mobilization process.



*Pre-Execution Planning Team* will call a meeting of all Project Managers and alert them to prepare to leave within 24 hours and be away from home for an extended period. Being within relative proximity of the disaster area, TFR can provide an expedient response, as personnel fully understand the requirements and urgency associated with disaster relief and recovery and the little notice provided after the award of a contract. TFR and its partners are fully prepared to meet the mobilization requirements, including the extended time away from families, and fulfill those requirements with the utmost pride in our product.

- The Operations Manager and his assistant will locate a Staging area where equipment and personnel can be mobilized for inspection and orientation.
- The Service Manager in the home office will deploy one or more of the company's Mobile Field Offices to the Staging area if needed.
- Project Managers will review the equipment and personnel requirements and compare them with equipment already on hand to determine the additional equipment and personnel to be mobilized. The Project managers will then review the Company-owned equipment available list, the selected Subcontractor's immediately available list, and equipment suppliers list. The project managers will notify the subcontractors selected for use on this task order.

- Communication will be given to the dispatcher in the home office about the need for any Company-owned equipment so that they may begin the process of permitting and shipping the necessary pieces. If additional equipment is needed, the project managers will communicate with the equipment manager who will contact the equipment suppliers on standby and order the necessary equipment for the completion of equipment requirements.
- The Operations manager and his assistant will attempt to secure temporary housing, such as RV parks or other suitable locations for temporary use for parking travel trailers. (The company, as well as many of its employees and subcontractors, have self-contained travel trailers which are used in the early response and mobilization of the project. As the local infrastructure improves and the demand for housing (hotels, etc.) decreases, many employees will relocate.)
- The Operations Manager or his assistant will prepare a list of all TFR employees and their Points of Contact (i.e., cell phone, e-mail) and deliver copies to Government Officials.
- The Operations Manager or his assistant will review Subcontract Agreements and supply copies of Current Wage Rates.

### Preparation of Debris Management Sites

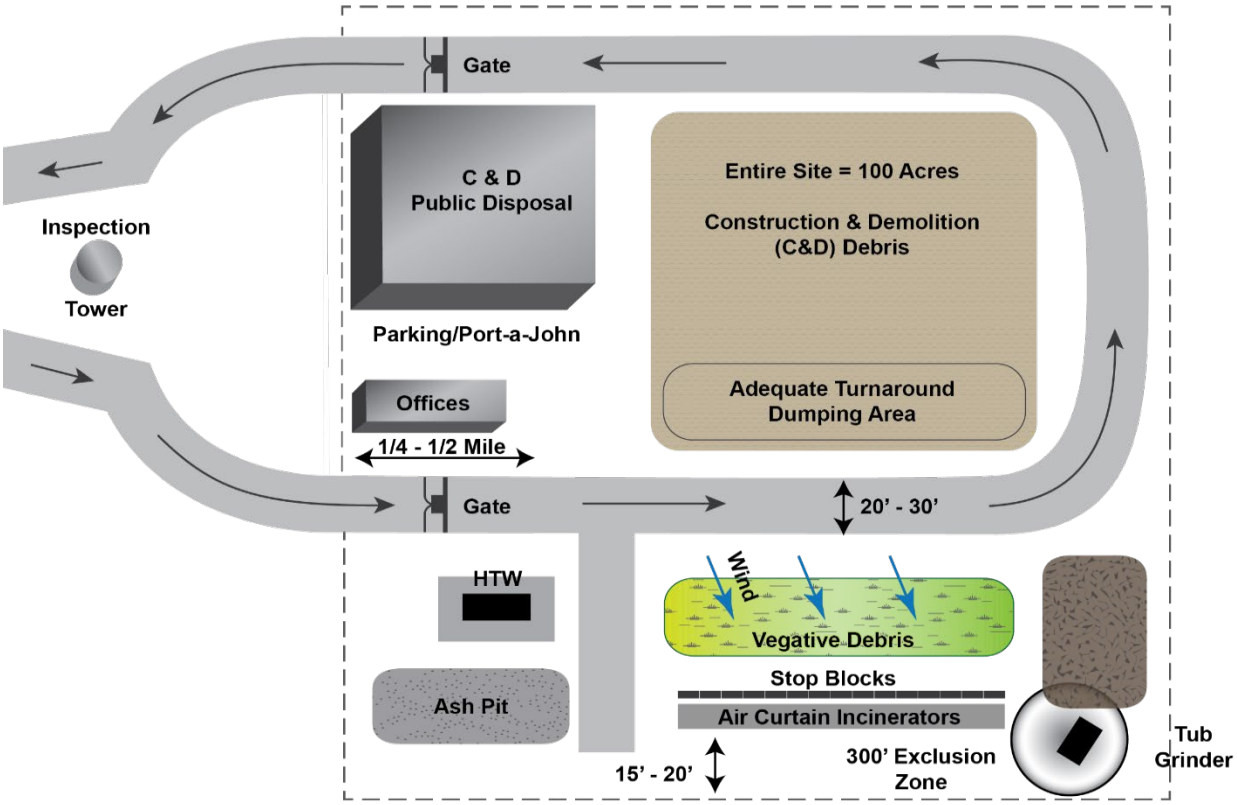


Obtaining and Possessing Necessary Licenses and Permits - The Operations Manager or his designee will investigate the state and local statutory requirements needed to perform the work described in the pre-position planning in the affected areas and determine what permits are necessary to complete the work. Video and/or digital photographs of the site, before the occupation, will be made for the record, in addition to any soil, water, or other test documents. After acquiring all necessary permits and licenses, the Operations Manager and the EHS Manager will then prepare copies of all necessary permits for delivery to Government Representatives.

Submittal of Site Plan and Establish Field Offices and Equipment Staging Area - After the approval/assignment by Government Representatives of the DMS, which currently is unidentified, a physical review of the site will be

made by the OM, the site manager, and representatives. Within 12 hours of the location and inspection of the site, a final site plan will be submitted for approval. The Site Plan shall reflect:(1) access to the site (ingress, egress) (2) Site preparation-clearing, erosion control, and grading, (3) traffic control procedures, (4) safety, (5) segregation of debris, (6) location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) location of vegetative debris dump, (8) location of Mixed Debris and C&D dump, (9) Location of Temporary sanitary facilities, (10) location of reduction operations including incineration operations, chipping operations, (11) location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions (12) location of dump area for debris hauled from the public or haulers other than TFR with traffic patterns reflected for this area. Tasks will then be assigned to construct and establish the required elements of the site, such as the inspection tower, hazardous materials containment area, temporary fencing, etc.

For this RFP and the general understanding of the layout offered by TFR, included is a general site plan utilized by TFR on previous projects that directly address the uses outlined above. However, before these site plans can be formally submitted, the necessary soil and water samples will need to be taken, checked, and filed with appropriate Government Agencies and maintained, on hand, at the TFR field office. The site plan will be reviewed and accepted by Government Representatives before DMS accepts storm-generated debris.

# Inspection Tower Construction Diagrams

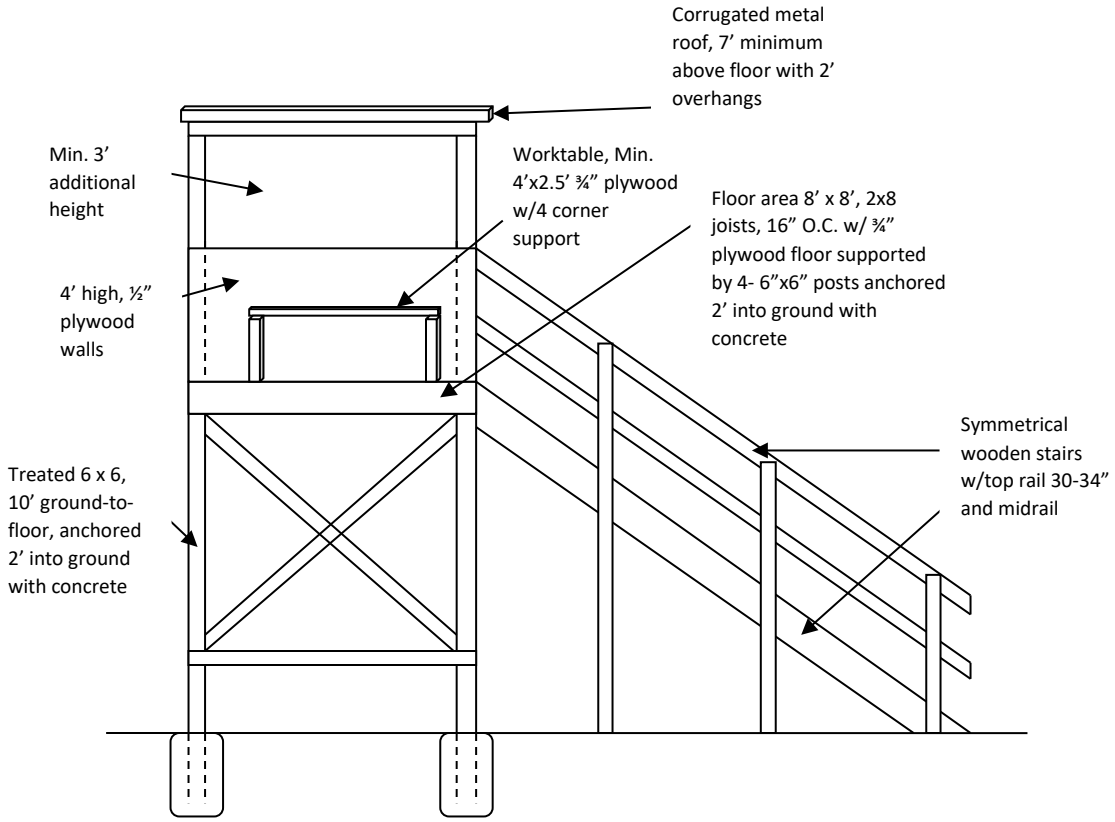


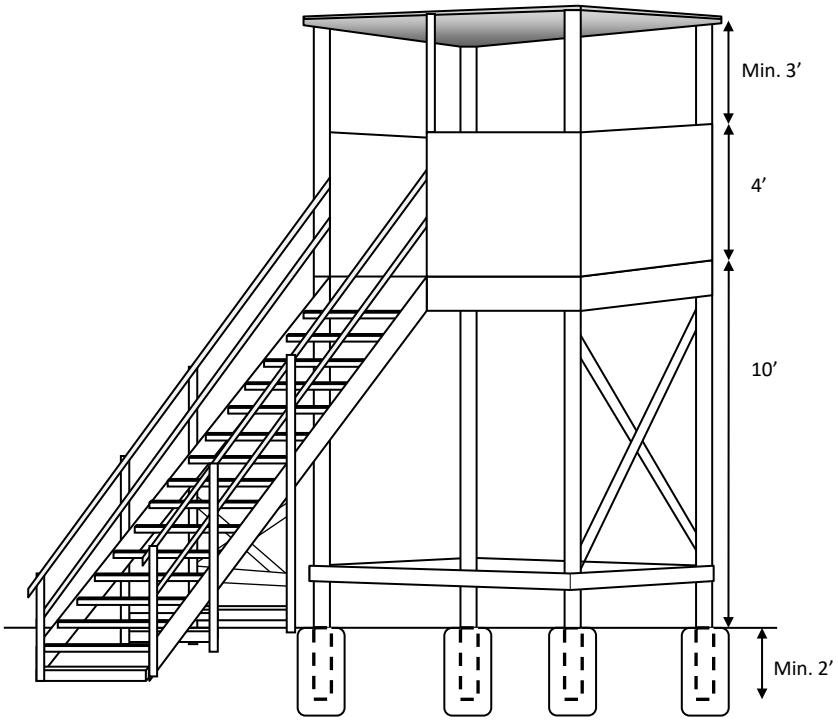

Hazardous Materials Containment Area – TFR's employees have been involved in the preparation and construction of many DMS to FEMA/USACE specifications. The Company will have had all necessary tools and supplies shipped from its home office for the first deployment of equipment. Once again, this is done as a safeguard measure if supplies and materials may not be readily available in the area following a disaster event. This Hazardous Materials Containment Area shall be constructed to the specifications outlined in the RFP.

Before construction, the site will be graded, and a berm constructed to provide a Hazardous Containment Area that will direct site runoff away from the Hazardous Containment Area. The area shall be 30'x30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Six inches (6") of sand shall be spread within the area to provide an additional defense against hazardous leakage while also protecting the heavy gauge plastic against rips and tears. Additional plastic or tarp sufficient to cover the area will be available to prevent rain or snow from entering the containment. Lastly, site runoff shall be redirected away and from the containment area through the utilization of site grading.

Additional Construction Procedures that may be necessary are:

- The establishment of a lined temporary storage area for ash, fuels, and other materials that could contaminate soil and groundwater.
- Construction of temporary fencing around debris material storage areas for segregation and protection from traffic.
- Construct non-combustible stop blocks for equipment located at the burn pit.
- Establishment of an equipment staging area where equipment can be isolated and inspected regularly for fuel and oil leaks. Describe provisions for a lined area for fueling and equipment repair to protect soils from spills of petroleum products, hydraulic fluids, etc.
- Provision of plastic liners under stationary equipment such as generators and mobile light plants.
- Construct Roadways Throughout the Site - Traffic will be designed for one way in and one way out to avoid congestion.
- Erect Stop, Slow, and Direction Signs for safety and traffic flow. Signs will also be provided at the main entrance with the site name and directions, i.e., Office/Visitor Check-in, visitor parking, truck inspection tower, etc. There will also be signs designating the HTW area, white goods area, first aid area, mixed debris, etc.
- Establish a gated entrance for security to the perimeter of the site and a guard building to record visitors and authorized personnel visiting the site.
- If necessary, establish a "public" or separate dump area for debris hauled by others with separate traffic patterns and a distinguished and separated (by temporary fencing or other means) perimeter to avoid mixing the debris with the debris hauled by the contractor.




Once the Site Plan is approved, the Company will locate its office command center. TFR owns five self-contained command centers constructed on a 45-foot travel trailer. They are inventoried with all needed onsite management, communications, record-keeping, and safety materials. This includes such items as truck tickets, safety forms, identification signage, cellular phone, radio broadcast systems, desktop computer/fax and copying equipment, hard hats, steel-toed boots, flags, safety vests, and other miscellaneous items necessary to the immediate operations. These command centers will be equipped with self-supporting generators and temporary sanitary facilities if not, or until, available on site.

### Establish Field Office Communications

- Mobile telephones and Company radios will be the main source of communication in the field office until local landline telephones can be installed. All TFR truck drivers are equipped with smartphones. In addition, all TFR managers, supervisors, and foremen are equipped with mobile telephones for outside communication to coordinate the mobilization and dispatching of equipment as well as being available to the client.
- All Company administrative personnel, including the Operations Manager, have electronic linkage capability for cellular telephones, satellite communications, Internet access, and fax access.
- Records and communications are made using a network of personal desktop and laptop computers.
- As quickly as the equipment is available (local services may be out for a time following a disaster) all major field locations are given at least one local number to facilitate communication with other local Government Agencies, local suppliers, and members of the public.
- As soon as the field office is established, office personnel will be available during hours of operation.
- Inspection of Equipment before beginning Task Order. All equipment previously dispatched and on hand for debris loading and hauling will be brought into the staging area for a safety inspection, identification, measuring, and numbering before being deployed to any work area.
- Each piece of equipment will be inspected, and a written inspection report prepared to denote the results of the inspection.
- In addition to the safety inspection checklist for trucks, all vehicles (trucks and trailers) will be inspected for a current license, tags, registration, and insurance. The inspection report will denote the truck owner and the truck driver. A copy of the operator's driver's license will be copied and on file.
- A determination of driver qualification will be made (i.e., a requirement for a Class A License).
- Trucks to be used in hauling debris will be inspected for proper tailgates and proper sideboards or other extensions as well as the previous checklist.
- Before a truck will be assigned a number, the inspection report and driver information will be made available for review by a Government Representative, and they shall physically inspect, approve the tailgate and any sideboards or other extensions, and measure the truck for capacity.

### Personnel Safety Orientation

All Company employees will receive a copy of the Company's Health and Safety Manual at the time of employment. As part of the Company's Safety and Occupational Health plan and in compliance with the Accident Prevention Plan, a safety meeting will be held before any personnel is assigned to a task order.

- The Company Safety Officer will conduct the meeting in the presence of a Government Representative.
- All personal protective equipment required for the assigned task will be checked before personnel are dispatched to the assigned task.
- A Personal Emergency Contact List and Map of Key Facilities for emergency conditions will be passed on to all Company and Government field personnel.

Following the Equipment Inspections and Safety Orientation, Truck Measurement, and Numbering, equipment and personnel will be dispatched to the work areas prescribed because of meetings between the Project Managers and Government Representatives.

### Daily Coordination with Government Representatives

The following is an outline of the company's daily procedures for keeping an informed dialogue between TFR and Government Representatives.

- Each debris removal project is assigned a Load and Haul Project Manager. Before the beginning of each Project or Task Order, the Load and Haul Project Manager and the Project Operations Manager will meet with the Government's Representative to define the scope of work, work area, and any Government priority as to areas included in the Task Order.

- After the total area of work to be performed under the Task Order has been defined, a map of the area is prepared to divide the total area into sections. These sections are then given a territorial reference (for example Section 1, Section 2, etc.,).
- Two identical copies of this map of the total area divided into sections are prepared, one for the Contractor and one for the Government. The contractor's copy is kept in the field office headquarters of the contractor.
- Each evening a meeting is held between a Government Representative and the Load and Haul Project Manager to review the areas which have not been worked on.
- The Loading and Hauling Project Manager shall confer with a Government Representative and shall provide a work schedule plan daily reflecting the assigned location of all loading crews daily.
- A daily work schedule assigning crews to specific Sections previously approved by the Government's Representative, is prepared by the Load and Haul Project Manager, and distributed to the foremen of each crew.
- Loading and Hauling crews shall not be re-assigned to another location until the Load and Haul Project Manager and the Government Representative have inspected the area worked and they have determined that the work performed has met the Scope of Work requirements in the Task Order.
- Each evening following the workday, the Crew Foremen will meet with the Load and Haul Project Manager and will report on the amount of progress in the sections assigned to them.
- The Load and Haul Project Manager, along with the Government Representative will tour each section daily to confirm progress.

When a section has been completed to the satisfaction of TFR and the Government Representative, the Load and Haul Project Manager will indicate the completed section on the map by color-coding the completed section. This map will provide a visual display of work completed and work remaining daily.

### Public Service Announcements

TFR shall aid Government Representatives in developing a comprehensive Public Information Strategy. Oftentimes, residents hold local, state, and federal officials responsible for slow progress, however, enacting specific procedures to control the efficient flow of information to residents is vital to the community's recovery process. This includes the establishment of a Disaster/Debris Information Center, centralizing the release of vital information to the public. Operated from TFR's Mobile Command Unit utilizing satellite communications, Government Officials, in conjunction with TFR's Management Team, shall create television and radio advisories in the immediate aftermath of an event to be broadcasted five times daily. Additionally, when print media resumes, TFR shall aid in the development of pertinent newsletters detailing the recovery phases while providing a conservative timeline of events. These will be released online, through local newspapers, and posted at pivotal locations throughout the impacted area. TFR also recommends the establishment of an information hotline with a brief recording outlining the information listed below and additional vital information, i.e., debris drop-off locations, etc. This allows citizens to obtain up-to-date information immediately and on their schedule.

**Sample Radio Address**

_____ has adopted regulations for the removal of disaster-generated debris. We have established an efficient and effective system in coordination with our debris contractor, so you, the citizen, will know what to expect and how to have your disaster-generated debris removed successfully. Contractors are working seven (7) days a week, twelve (12) hours a day to collect ONLY storm-generated debris.

_____ has divided the City/County into multiple debris collection zones. All zones are being worked simultaneously with the goal of coordinated, safe, and efficient recovery. Debris contractors are collecting all the disaster-generated debris moved to the curb from one subdivision/street/block in a zone before moving to the next. Your cooperation and patience are much appreciated during this trying time.

The first pass will be made in your neighborhood beginning _____.

Fellow citizens, as you prepare to place your debris curbside for collection, please adhere to the following guidelines:

1. Do not place debris on top of utilities, for example, cable, phone, electrical, or storm drain boxes.
2. Please do not place debris in front of or around your mailbox.
3. Please do not place debris in front of or around your driveway, as emergency vehicles may need to enter the area.
4. Please drive with extreme caution in areas with large debris piles.
5. Please do not block or dump any debris into the storm drains or ditches. This will cause flooding.
6. Please aid contractors by sweeping excess and loose debris from the street in front of your house for collection.
7. Report damages that occur to your personal property to the TFR hotline, at (512) 260-3322.
8. Please sort debris according to the following outline.

We are a community, and we shall recover as a community. We appreciate your patience, cooperation, and assistance as we undertake this monumental cleanup effort.

The following diagram, "Picking up the Pieces" can be posted online, distributed in local newspapers, and available for residents to properly segregate disaster debris along the ROW.

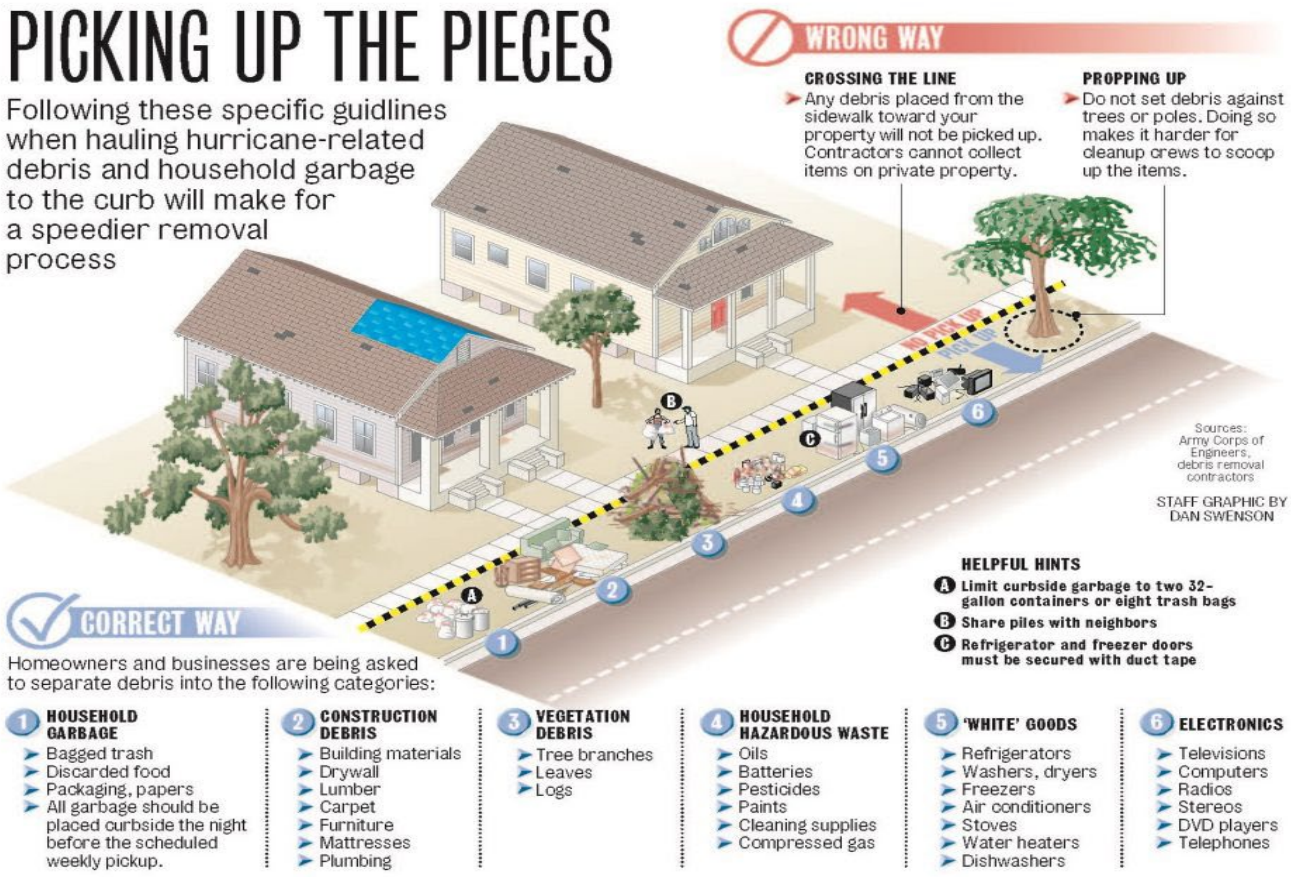

## Debris Collection Operations

During the daily collection, movement, and disposition of debris, the TFR Operations Manager remains in constant contact with all Foremen and Supervisors via 2-way radio/ smartphones to ensure that proper accounting and operational management of debris collection complies with TFR operational procedures. Midday conferences, either in person or by radio, ensure that right-of-way, public/private, and local issues are quickly addressed, often immediately. TFR's manager and principals are mindful of other disaster operations taking place in the affected areas during the debris removal process and are cautious not to interfere with the efforts of others during the performance of the contract.

The CQC Plan and TFR's Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and crew foremen. Different levels shall have different requirements. A sample form will be provided and approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and all equipment downtime for repairs is noted on the daily reports.
- Hours of each piece of equipment and each employee are recorded and reconciled with a Government Representative daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Daily Reports shall be signed by the Contractor's Representative and by a Government Representative.

The TFR's Quality Control Officer shall prepare, sign, and submit to a Government Representative a Daily Quality Control Report. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment, and plant hours worked, and idled or down, testing performed and by whom, loads and quantities hauled to DMS, the quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

**Removal of Debris from Public Right of Way**

Upon receipt of the task order and at the direction of Government Representatives, the Operations Manager will direct the Load and Haul Supervisor to dispatch the previously selected loading and hauling equipment to locations designated by the Government's Debris Managers.



One foreman will oversee the loading and hauling operations for each crew. The foreman is responsible for conducting toolbox safety meetings, and a general briefing of operations including truck routes, local ordinances, and other pertinent information. The foreman is equipped with a fire extinguisher, a pick-up truck with mobile radio and cellular telephone, a first aid safety kit and a list of emergency telephone numbers, and a map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities.

Before Truck Certification and Inspection, all Subcontractors will have met with the sector superintendent or field administrator and provided the necessary paperwork including copies of current certificates of insurance (general, auto, workers comp.) copies of driver's licenses, and the execution of Subcontractor Agreements including:

- Copy of Scope of Work
- Copy of Accident Prevention Plan
- Copy of Safety Sheet
- Copy of Ticket Reporting Procedures
- Location of Emergency Response Facilities and Contact Numbers
- Copy of Equal Opportunity Policy
- Copy of Alcohol and Drug Abuse Policy

A truck Measure/Certification Site will be established at the DMS, or another appropriately designated location determined by the City/County, for all trucks to be inspected, measured, photographed, and, in case of tonnage contracts, a tare weight. Truck Certification, available upon request, will include the recording (first on a paper Certification Form and by Electronic Form) of the following:

- Date of Measure
- Assigned Truck Number
- Truck Measured Capacity
- Truck Description (including model, type, and color)
- License No. and State
- VIN No.
- Truck Owner
- Name of Subcontractor Truck is working for.
- Truck Driver
- Truck Driver's License No. and State
- Truck Drivers cell phone or contact number.
- Truck Tare Weight
- Notes or exceptions (i.e., descriptions, deductions for a doghouse, etc.)
- Signature space for
    - Truck Driver
    - Contractor's Representative
    - Government Representative
- A photograph of the Measured Truck w/driver will either be taken by Polaroid Camera and attached to the Certification Sheet; or by Digital and Stored.
- Each Truck Dump Bed will be assigned the required TFR-issued side signs on each dump body, all to be weather durable, tamperproof, and non-removable:
    - Company Name
    - Truck Number
    - Maximum Volume in Cubic Yards
    - Inspector's Name and Date

These signs will be placed, one each on each side of the dump bed body and are maintained throughout the project to ensure readability.

Additional Truck dump trailers (pup trailers) will each have a separate truck measure certification including all the information outlined above along with a notation as to the truck that it is coupled with.

Before equipment is dispatched to the loading sites, it will have already undergone all the necessary safety inspection, measurement, and hauling procedures at the staging area as outlined in the section above. All loading

and hauling crews will have received a copy of the scope of work, accident prevention plan, safety indoctrination, and assigned a crew foreman. All crews and foremen will be instructed by the Load and Haul Supervisor that they are to work in areas designated by a Government Debris Manager and are not to relocate or move from one area to another without prior approval. No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

**Hazardous Tree Removal**

Unstable and leaning trees along a public ROW or within a naturalized area, such as public parks or golf courses, are eligible for removal. The Sub-Grantee may choose to attempt to save the tree through straightening and bracing if the cost of repair is less than the removal and disposal. A tree is deemed hazardous and eligible for removal if:

- The tree is an immediate threat to public health and safety or improved property.
- It has a DBH of 6" or greater.
- AND one or more of these criteria:
  - 50% or more of the crown is damaged or destroyed.
  - A split trunk or broken branches that expose the heartwood.
  - Fallen or uprooted within a public use area.
  - Leaning at an angle greater than 30 degrees

After a tree has been deemed eligible and scheduled for removal, TFR tree crews will discuss a tree-specific removal plan to ensure a safe, proper felling operation, considering:

- Surrounding area for anything that may cause trouble when the tree falls.
- The shape of the tree, the lean of the tree, and decayed or weak spots.
- Wind force and direction
- Location of other people
- Electrical hazards

Once the tree crew has identified a tree-specific removal plan, the following procedures shall take place:

1. The employee shall work from the uphill side whenever possible.
2. Before felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.
3. Each worker shall be instructed as to exactly what he/she is to do. All workers not directly involved in the operation shall be kept clear of the work area.
4. Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations.
5. A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH). No tree shall be felled by "slicing" or "ripping" cuts.
6. The depth of penetration of the notch shall be about one-third the diameter of the tree. The opening or height of the notch shall be about 2.5 inches for each 1 ft. of the tree's diameter. The back cut shall be made higher (approximately 2 inches) than the base of the notch to prevent kickback.
7. The resulting notch shall be flush cut to the ground.

**Hazardous Limb Removal**

Hazardous limb removal work shall consist of the removal and disposal of storm-damaged limbs that are:

- Imminent and impending peril to the public
- Greater than 2" in diameter at the point of breakage
- Broken and still attached to the tree.

The resulting debris will be collected from the grounds and hauled by normal debris collection standards.

**Hazardous Stump Removal**
The removal of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing to realize full reimbursement, and meet the following criteria:

- 50% or more of the root ball exposed.
- Greater than 24" in diameter, as measured 24" above the ground.
- Located on public property or a public ROW.
- Immediate threat to public health and safety

Once the diameter is established, pictures are taken, GPS coordinates establish the location, and the specific threat is documented, the stump will be physically removed by the best means available. The resulting hole from the stump removal will be backfilled and the amount of material needed will be recorded.

## Reduction of Debris

Reduction of debris is normally applied to vegetative debris such as brush and tree debris, which is also referred to as "burnable debris". However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, and treated timber. This process is applied to reduce the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping, grinding, and recycling. Recycling is covered in various sections as appropriate.

**Incineration**
There are two general classifications of the burning method, open burn, and air curtain incineration.

Open Burning: Open burning, although very cost-effective, may not be suitable for urban areas. The feasibility of this method is very dependent on the location and the cleanliness of the debris. Many areas and locations will not permit open burn, particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact, and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration: Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris but with less environmental impact than the open burning method. Air curtain incineration incorporates the use of a "burn pit" aided by a forced-air blower. The pit can be constructed below or above grade (depending on the water table) and includes a mechanical blower to create constant optimal burn rates and an "air curtain" effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since differing site locations contain differing conditions, such as soil composition, water table levels, etc., there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

1. A setback of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structures of at least 1,000 feet.
2. Construction of non-combustible "warning" stop blocks (at least 1 foot in height) for equipment located at the burn pit.
3. Use limestone (or equal material) for the construction of the "pit" with reinforced earth anchors, or wire mesh to support the loader ramps.
4. Use clay or limestone to create an impervious layer on the bottom of the pit to prevent the leaching of the ash from the aquifer. This layer shall be at least 1 foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
5. Seal the pit ends at least four feet high.

6. Pit construction (by this solicitation) shall be 8-9 feet wide, and 14 feet deep.
7. A 12" dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
8. The blower will be configured to direct the airflow to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the airflow except during dumping.
9. Equipment used will be tested and adjusted to assure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
10. The length of the pit shall be no longer than the length of the blower nozzle.
11. The operators shall be instructed to load the pit uniformly along its length.
12. Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
13. Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.

**Chipping/Grinding**



Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made. Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or "chips" This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips can be recycled and used as mulch, fuel, ground cover, and animal bedding to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:

1. Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.
2. The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
3. Liners shall be placed underneath grinders, and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
4. Debris must be sorted and cleaned of other contaminants such as metals.
5. Operators must wear hard hats even in closed cab machines while operating.
6. Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.
7. Ground debris or mulch shall be stored onsite in piles no higher than 15 feet. Such piles shall not remain on-site for longer than seven (7) days and haul-out procedures shall ensure. Ground debris or mulch is monitored daily for heat and internal combustion.

### Segregation of Debris

Before the material is brought into the DMS, all preparations outlined above will be substantially completed. The DMS will have staging areas for each category of debris brought to the site. All debris will pass by the inspection tower after entering the site and all loads will be inspected.

Although every effort will be made to segregate debris on the right-of-way before loading, debris materials still become mixed, and some loads are so co-mingled that they are classified as mixed debris loads. These loads will be directed to the area defined on the site plan as the "mixed debris" pile. This material will be sorted and separated

by machines with grapples and "thumbs" and by hand labor and placed into the C&D, Vegetative, HHW, White Goods, and Metals Piles.

C&D Debris is non-burnable, non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced by grinding before the landfill, to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, such as metal can be recycled if well separated and cleaned.

Vegetative Debris is burnable debris and can be reduced by either incineration or by chipping/grinding. If reduced by incineration, the estimated reduction rate is 95% and leaves the ash residue to be hauled off and disposed of. If reduced by chipping/grinding, the reduction rate is estimated at only 60%-75%, however, the by-product, mulch, can be recycled. The vegetative debris may become mixed with earth materials such as dirt, gravel, rock, or sand during the disaster. Root rakes are employed to shake and separate the brush and vegetative debris before it is reduced. Sometimes shaker screens or trommels are necessary to separate the earthen debris before reducing it.

Household Hazardous Waste (HHW) is debris such as household chemicals, pesticides, unidentified liquids, paint, batteries, etc. As mentioned earlier, the primary goal is to separate this material on the curbside and pick it up separately by a designated HHW crew. These items are then delivered to the collection points designated by the Government Debris Manager. However, if HHW inadvertently becomes co-mingled with other debris and enters the site, it is separated from the other debris and placed into a Hazardous Containment area on the site for further disposal by those licensed to handle and dispose of this type of debris.

White Goods refer to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items should be separated at the curbside and delivered to the collection points designated by the Government Debris Manager. If they are brought to the site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals or fluids.

Metals will be separated at the curbside and delivered to a separate staging area at the DMS unless directed otherwise by the Government Debris Manager. These items may be recycled.

*During the operation of a DMS, special attention is afforded to the following areas:*

Site Safety: The Operations Manager and the Site Project Manager will conduct a Pre-Operations Site Safety meeting before the beginning of operations of the debris reduction site. Items to be included in the Safety meeting will be:

a. An overall review of the Site Plan and directions as to the location of all temporary structures, the planned traffic flow, the location of first aid stations, eyewash stations, fire extinguishers, and the location of a sign with postings of emergency numbers.
b. The first Weekly Safety Meeting will be held and all information as outlined in the Company Safety and Occupational Health Plan will be covered.
c. The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
d. A communication path between the site management and site personnel will be established in the event of an emergency so that an orderly and efficient means is established to mitigate the event.

Dust Control: TFR provides water trucks, which do routine trips throughout the site during the operations, keeping dry roads dampened to minimize the dust count. Water trucks are also used to dampen ash residue when removed from the burn pit to the ash pit. Attention is given to normal wind direction when the layout of the site is prepared.

Hazardous Materials Containment Area: The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears, or leaks in the protective membrane that lines the containment area. The Manager will also inspect the berm surrounding the area to ensure proper site runoff is still intact.

Roadways: Traffic will be designed to allow the flow of incoming and outgoing debris trucks to avoid congestion. Safety and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.

Communication: Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.

### Disposal Procedures

Disposal sites for the debris will be determined before operations begin. This submittal encompasses the possibility that permanent or final debris resting place may not be immediately available at the beginning of operations, and we have therefore included the general operations of a Debris Management Site (DMS) in this proposal.

Disposal of debris is the operation of placing debris in its final resting place such as a licensed, permitted permanent landfill or as expressed above, at a DMS. This operation includes the use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

1. All loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Crew Foreman, and all equipment downtime for repairs is noted on the daily reports. The hours of each piece of equipment and each employee are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed in the dumpsite procedures before leaving the loading site.
7. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
8. All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to dump debris.
9. Each truck operator will be directed as to where to dump each load at the dumpsite location by the designated dumpsite operator.
10. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
11. Truck operators will follow the designed traffic flow when leaving the dump and returning to the designated loading area.

### Haul Out Procedures

Hauling out of debris is the operation of hauling reduced debris from a DMS to a final resting place at a designated destination to be used in any number of capacities such as ground cover, biofuel, and fertilizer. This operation

includes the use of hauling equipment. In the hauling out operations, special consideration is given to the following:

1. All hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Site Manager, and all equipment downtime for repairs is noted on the daily reports. The hours of each piece of equipment and each employee are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed in the dumpsite procedures before beginning loading activities and hauling reduced debris out of the DMS.
7. Trucks are loaded by rubber-tired backhoes, or excavators, utilizing a mulch ramp constructed approximately twelve (12) feet high, eight (8) feet wide, and at a grade, not to exceed thirty-five (35) degrees. This shall be determined at the site depending on topography and availability. No individuals will be allowed on the structure unless otherwise instructed to do so by the Site Manager and/or by assessing the overall safety of the structure.
8. Each truck operator shall inspect his/her truck before proceeding to the inspection tower to ensure the load is filled and any items are secured and covered by a tarp or other covering preventing chips from being blown from the bed.
9. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
10. All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to leave the dump to its final destination.
11. Truck operators will follow the designed traffic flow when leaving the dump and returning to the designated loading area.

### White Goods

White Goods refer to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certification to do so. These items will be separated at the curbside and will be delivered to the DMS collection point. At the DMS we will contain Dirty White Goods separate from White Goods and they will be inspected and properly cleaned of all chemicals or fluids or removed by professionals certified and licensed to dispose of them. TFR shall submit a Dirty White Goods Operations, Cleaning, and Disposal Plan before beginning site operations.

Upon award of a contract, a Hazmat removal team will be assigned to oversee the curbside removal and HHW removal at the DMS and, if given a contract for ROE, precede the demolition team. The Hazmat team will remove all HHW and White Goods to the curbside, separated, before hauling off, or demolition begins. This team will document on a daily reporting form, the type and quantity of HHW and White goods at the pick-up location.

- Refrigerants with putrescible wastes will be sealed by taping closed so as not to have accidental openings and spillage while in transit to a disposal site.
- The separated HHW and White Goods will be transported by separate containers from the demolition site to the DMS.
- Any HHW that may inadvertently become mixed with truckloads shall be separated at the DMS and stored in the HHW area for removal by the HHW crew.

- Automobiles will be moved to a separate temporary storage area where they will be held for recycling.
- Loose tires located at the curbside will be kept separate and removed by the HHW crew.
- Extra caution will be applied to the handling of dirty white goods that still contain putrescible wastes, such as sealed freezers, refrigerators, coolers, and iceboxes. Putrescible waste is solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to attract or provide food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make sitting and operating a DMS difficult. There are also numerous potential employee health and safety issues related to the removal and disposal of putrescible waste.
- White goods may also have refrigerants (Freon and Freon replacements), and often plastics and motors and sometimes other electronic components that need to be removed before recycling. Refrigerant removal must be done by trained and qualified personnel and can potentially lead to spills of regulated chemicals. Only certified, experienced, and trained personnel will be used for these critical tasks to minimize risk and maximize efficiency.
- All waste removal, cleaning, and handling will be managed to minimize the potential exposure of workers and others to waste and minimize the generation of odors.
- Procedures such as proper sealing of refrigerants and containers will be in place to control vector exposure and the attraction of wildlife and minimize volume expansion through the addition of water to the waste stream.

### Vehicles and Vessels

Abandoned Vehicles and Vessels will be removed and taken to a temporary staging/storage area. It is anticipated that the State Government's Department of Transportation or Department of Motor Vehicles will be the project manager for the title of ownership issues related to any vehicle recovery and recycling project associated with the disaster response. Vehicles and vessels brought to the staging areas will be inventoried by license plate, make, model, color, and vehicle identification number. They shall be staged, and site tagged for easy retrieval.

- For a vehicle or a vessel to be deemed eligible it must:
- Present a hazard or immediate threat that blocks ingress/egress in a public-use area
- Ownership is undetermined.
- The applicant followed all local ordinances and State laws by securing ownership.
- The applicant verified the chain of custody, transport, and disposal of the vehicle or vessel.

**Bastrop County PPDR**

"We are fortunate to have TFR as an experienced contractor, with an abundance of specialized equipment and an experienced management staff helping us with our recovery efforts. I am thankful for all that TFR has done to help Bastrop County in our recovery efforts, and I am pleased to provide this endorsement and recommendation to others that are in need of the services TFR provides."

***Ronnie Moore***
***Bastrop County Engineer***

616,500 Total Cubic Yards **(245,700 PPDR)**
38,000 Total Hazardous Trees **(27,000 PPDR)**

### Private Property Debris Removal

Private property debris removal must present an immediate health and safety threat to the public before it is reimbursed under the Public Assistance Program. This is typically the responsibility of private property owners however if the debris poses a threat to the public at large and the property owners are unavailable the State or local municipalities may need to enter onto private property to alleviate the immediate threat.

If authorized, FEMA 325, Public Assistance Debris Management Guide states applicants are required to document all legal processes used to gain access to private property through the following:

1) Each property owner must sign a right-of-entry which includes a hold harmless agreement and indemnification applicable to the scope of work.
2) Photos to document the condition of the property before beginning work.
3) PPDR Assessment to establish the scope of eligible work.

4) Documentation of Environmental and Historic Review.

## Disaster Debris Recycling

TFR is a green industry company. The principals of TFR are proponents of recycling whenever possible and many members of management are LEED Certified. As such, TFR utilizes tub grinders, slow-speed shredders, trommels, loaders, and excavators which are used to sort, separate, and reduce vegetative debris to reusable mulch, dirt, metals, and other construction products. Following each disaster event, TFR will make every effort to locate a reusable purpose for this material such as bedding material for plants, ground cover for parks, animal bedding, and reusable energy sources such as boiler fuel for co-generation plants or production mills. In addition to vegetative recycling, every effort is made to keep the metals segregated and clean so that the Ferris and non-Ferris metals can be recycled. In cases of large quantities of mixed debris, a system of separation using a trommel, air curtain burner, picking line conveyor, and tub grinder, can be used which will allow the paper and plastic to be separated, and the clean dirt, rock & concrete, Ferris metals, non-Ferris metals, and clean vegetative debris sorted and piled for recycling.

Sources will be sought for the following recyclable material:

**Asphalt**
**C&D**
**Concrete/Aggregate**
**Dirt**
**E-Waste**
**Metals**
**Roofing Materials**
**White Goods**
**Mulch**
**Tires**

**TFR Spotlight**

**Bastrop County Wildfire**

100% of the mulch created from grinding of trees was utilized in a beneficial reuse or was recycled.

100% of the C&D was recycled.

TFR has vast experience employing recycling activities and maintains established relationships with recycling firms to accept various types of debris. While completing debris reduction of 2,000,000 CYD for the City of Tulsa, TFR loaded the chips on railcars and shipped the excess reduced debris to a Company-owned mulching facility in Leander, Texas. Alternative methods of disposal exist and are well documented by TFR. During Hurricane Ike, storm-generated debris from Polk County was hauled and burned at a local paper mill in Orange County, Texas. This strict commitment to recycling storm-generated debris has benefited both clients and TFR.

## DMS Remediation and Restoration

In the event of a natural disaster, a Debris Management Site (DMS), usually selected by the government, may be used to process debris before its final disposal. Substantial site preparation may be required such as proper access points of entry, security devices, control gates, fenced storage compounds, adequate internal haul roads, proper erosion, and sediment control fencing, and stormwater retention features, to name a few. If a DMS is required, then TFR will, upon entering each site for the first time, photo-document the existing site conditions using both a video camera and still photographs.

At the cessation of DMS operations, all sites will be restored to the satisfaction of Government Representatives/Owners with the intent of maintaining the utility of each site, leaving it unencumbered for future use and safeguarding the environment. Soil and water samples will be taken and compared to pre-work samples to ensure that TFR operations have not negatively affected the environment. Other factors that are considered during the remediation process are:

- All pre-existing grades including roads, ditches, etc. will be restored to the satisfaction of the customer before the final closure of each site.
- Areas where soils were excavated (e.g., ditches and retention ponds) or stockpiled (e.g., berms) will also be restored to pre-existing grade before vacating each site.

- Pre-construction drainage patterns will also be restored, as well as all improvements (e.g., trailers, fencing, construction entrances, and built-up aggregate haul roads) will be removed from each DMS unless otherwise instructed by the Government's Representative.

Upon completion of the above remediation tasks, TFR will photo-document site conditions using both video cameras and still photographs. As done with the water and soil samples, the post-work photos will be compared to pre-work photos to ensure that the site was remediated to its original condition.

### Emergency Services

TFR has partnered with companies throughout the United States to provide emergency services beyond debris removal. The following is a list of additional services that TFR stands ready to supply if needed.

| Emergency Services | Suppliers | |
|---|---|---|
| **Water/Ice** | • Reddy Ice<br>• Water Monster | • H2eco<br>• Sparkletts |
| **Kitchen Facilities** | • Kitchen Corps, Inc<br>• Temporary Kitchens 123 | • RK Emergency Management Support<br>• Disaster Management Group, LLC |
| **Ready Meals** | • Heater Meals<br>• Mountain House | • Chef Minute Meals<br>• GA Foods |
| **Base Camps** | • Granny's Alliance<br>• Ellipse Global | • Brookstone Emergency Services<br>• Disaster Management Group, LLC |
| **Restroom/Shower Units** | • United Site Services, Inc<br>• Daisy Waste | • Ellipse Global<br>• Afford-A-Potty |
| **Environmental Services** | • Payne's Environmental Services, LLC<br>• FGL Environmental | • SWS Environmental Services<br>• One Stop Environmental |
| **Temporary Office** | • Mobile Office Pros<br>• Pac-Van | • Mobile Modular<br>• US Construction Trailers |
| **Aerial Video/Photos** | • Drone Aire | • Airborne Response |
| **Housing** | • CLC Lodging | • Ellipse Global |
| **Security** | • Off Duty Services | • Safety Cop LLC |
| **Generators** | • Aggreko | • Genset Services, Inc |
| **Fuel Suppliers** | • Suncoast Resources<br>• Jaguar Fueling Services, LLC | • Atlas Oil<br>• Fuel Master |
| **Equipment Rental** | • Deep South Crane Rentals<br>• United Rentals<br>• Caterpillar<br>• Sunbelt Rentals<br>• Hertz Equipment Rental | • Volvo<br>• Komatsu<br>• Herc Rentals<br>• John Deere |
| **Emergency Roof Tarping** | • Beyond Exteriors<br>• Affordable Roofing | • Storm Guard<br>• Servpro |
| **Barge Transport** | • Poseidon Barge | • American Commercial Barge Line |
| **Satellite Service/Communication** | • Verizon | |
| **Diving Services** | • Lone Star Diving Services, Inc | • Diver Dan |

## Subcontracting Plan

TFR is uniquely positioned within the debris removal industry as one of the premier companies maintaining an extensive fleet of machinery utilized in debris removal, reduction, and management efforts to fully operate independently. To accommodate your debris project needs, TFR provides access to 200+ pieces of equipment including, but not limited to, twenty-five (25) self-loaders with trailers, six (6) Diamond Z Tub Grinders, two (2) horizontal grinders, heavy haulers, excavators, and five (5) mobile command units maintaining electronic access to manage entire projects. This extensive list would be insufficient without the pairing of our in-house maintenance crew. These individuals ensure that key equipment necessary for fluid, efficient operations shall never hamper the ongoing project and impact TFR's project timeline. TFR's maintenance crew augments the daily responsibilities of our employees and subcontractors for fulfilling any duties to the City/County by securing the vitality of our equipment.

With a large fleet of equipment and the necessary logistical support, TFR is fully capable of quickly and efficiently responding independently with a substantial workforce of equipment and personnel to an affected community almost immediately. However, this independence does not secure the necessary goals strictly outlined and routinely reinforced by upper management in response to our service-minded attitudes. TFR firmly believes that our business cannot be sustained and grow without a strong, positive working relationship with our clients, suppliers, and our countless subcontractors. This service-minded attitude drives the business and fortifies the strong relationships TFR maintains with our subcontractors. Therefore, such relationships maintained with small businesses, minority-owned, and numerous other companies allow TFR to fulfill the requirements that may be mandated by Government Representatives and other Government Agencies.
At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent to which they are available and properly licensed. TFR shall exhaust any avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and is prepared to support the community on the path to recovery. TFR plans to solicit and establish local subcontractors through the following plan:

TFR Enterprises' principals and managers have always exercised a policy of recruiting subcontractors in the affected work locally. This practice is considered good business because of the advantages received by contracting with local companies residing in the affected area. Several factors contribute to the overall effectiveness of local subcontractors: (1) familiarity with the areas to be worked, (2) knowledge of the most efficient traffic patterns, (3) information on local suppliers for parts, equipment repairs, etc., (4) reduction in end project costs as local subcontractors do not require housing and travel cost, per diem, etc. These factors reduce the cost of the project while allowing the City/County to retain large portions of the money in the hands of its constituency. With these reasons in mind, TFR is committed to fulfilling the requirements by implementing the Local Subcontracting Plan listed below:

1. Establish a local telephone line so that it may be contacted easier than calling long-distance cell phone numbers.
2. The Company will post signs and telephone numbers at the entrance to its worksite and its field office.
3. Subcontracting opportunities are advertised by local newspapers/online.
4. During the search for subcontractors following an award, the company's Chief Operating Officer will contact the Small Business Administration office in the work area and access the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor Information Service, and the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.

5. The local Veteran's Administration is contacted upon the company's assignment of task order and alerted as to the type of products and service the contract requires, and the company's local telephone number and address are registered with them, not only for subcontracting but for short-term employment opportunities.
6. State and local trade agencies will be contacted, such as the Association of General Contractors (AGC) for example. They oftentimes maintain databases sorted by business classification and status and can provide a resource for small businesses in the area.
7. The Chamber of Commerce in the affected area will be contacted and asked to provide a listing of any (a) trade associations, (b) business development organizations, and (c) HUBZone concerns.

Contacts arising from these inquiries are followed up with calls to local subcontractors requesting detailed information leading to their qualification for work. With such action, TFR shall exhaust all avenues to identify, qualify and employ any local subcontractor. When local subcontractors are unavailable, outside sources may be contacted to achieve the desired mobilization goals.

### Subcontractor Management

TFR manages subcontracts through a five-step process:

1. Selection of the most appropriate subcontractors. This is done by balancing geography and capability. Local subcontractors are almost always more cost-effective as they go home at night to sleep and eat. They also have local resources for materials, supplies, and equipment repairs, and thus, are preferred.
2. The issuing of the formal subcontract establishes contract compliance requirements, formalizes expectations, and provides an established, impartial mechanism for quick resolution of disputes as they arise.
3. Production is tracked and expectations are communicated daily.
4. Daily active Quality Control results in the immediate identification and correction of problems.
5. QC and other reporting get rolled up regularly into Contract compliance and reporting, such as small business subcontracting plans.

TFR's Subcontractor Management Plan and approach are focused on three main performance evaluation criteria.

- Production
- Safety, explained in Safety Section
- Quality Control

**Production:**

*Ready* means that the subcontractors have completed appropriate administrative actions, have their equipment and personnel on-site and in a condition to work and know the tasks they are expected to perform. Before NTP, the subcontractors are identified, selected, and notified by the Operations Manager. Priorities are based upon a review of the database of all experienced subcontractors. The priority list for subcontracts is grouped into our known, experienced subcontractors, and augmented by the capabilities of the local subcontractors.

Upon receiving notice to proceed from the contracting agency or at the discretion of the Operations Manager, we will notify subcontractors on stand-by to execute mobilization plans and their personnel and provide us with a firm arrival ready-to-work time. Additionally, TFR personnel will also review the equipment and personnel requirements and compare them with equipment already on hand to determine the additional equipment and personnel to be mobilized. This will first come from the Company-owned available list, then Level 1 Subcontractors' immediately available list, comprised of our known, experienced subcontractors and local contractors, and equipment suppliers list.

No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Working effectively means good communication of expectations and regular optimization. There will be daily formal and informal communications between the Project Managers and the subcontractor's superintendents. At the start of each day, the geographic area assigned will be reviewed and verified, along with any known hindrances to free-flowing operations. Also covered will be production expectations, other difficulties expected, and the performance of the previous period (usually the previous day). In addition to this startup communication, the subcontractors will have the chance to review and comment on the previous QC report, noting key items like production reported, equipment and personnel readiness, and actions and variances.

Each day (or other period depending on project requirements) subcontractors will get the chance to communicate and "buy in" to the immediate operations plan.

**Subcontractor Safety:**
Subcontractor safety is addressed in the Corporate Safety Program Section of this proposal.

**Subcontractor Quality Control Program:**
The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspection and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings concerning the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification.

During work on this contract, the quality control personnel will perform the required inspections of the subcontractor's work. The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors to ensure that the work is being performed according to the Scope of Work and TFR's Quality Control Program. Additionally, the TFR Quality Control Officer shall prepare, sign, and submit to Government Representatives a Daily Quality Control Report. This will include the identification of Subcontractor QC actions. Subcontractor actions subject to QC verification and reporting, include, at a minimum:

- Summary of safety issues
- Infrastructure damage
- Total number of trucks loaded.
- Equipment and plant hours worked and idled or down.
- Testing performed and by whom.
- Loads and quantities hauled to DMS.
- Quantity of debris reduced (if applicable)
- Number of subcontractor personnel working
- Contract non-compliance issues
- All corrective actions

In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record. Additional quality control measures will be discussed later in the Quality Control Section.

### Multiple Delivery Orders in Multiple Locations

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company.
- All Task Order Superintendents report to the Operations Manager

- Depending on the scope of work and size of the contract:
  - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, Site Manager).
  - Each Project manager will report daily to the Task Order Superintendent
  - Each crew will be under the direction of a Crew Foreman who will report to the Project manager.
  - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations.
- Each Project manager will:
  - Provide daily work assignments to each crew foreman.
  - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets, and work assignments for the following day.

**Managing Multiple Subcontractors on Multiple Task Orders**
If awarded multiple task orders in different geographical areas, TFR will assign a separate Project Manager for each region to oversee TFR operations and subcontractors. Subcontracting agreements will often be executed in the field and copies of all agreements along with necessary, tax, insurance, and license information will be available for review and approval by Government Representatives. As in all projects, it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

Each superintendent will establish a field office located within the area of the assigned Task Order. The Superintendent for each task order will have the authority to hire subcontractors and additional field personnel when necessary. All field office personnel will have electronic linkage with the capability of communicating and sending information and daily records to the home office. Daily ticket recording and recordkeeping will be conducted and maintained in the field. Should the quantity of work warrant enhance capabilities for the region and at the discretion of the Superintendent, TFR shall dispatch additional mobile command units where necessary. Reconciled information for subcontractors will be sent to the home office weekly and billings and subcontractor payments, as well as local employees, vendors, and suppliers, will be recorded and posted, and checks written on National Banks from the home office. Checks for payments will be processed weekly and sent to the field office by either courier or public carrier (such as Federal Express or UPS) for disbursement.

Task Order Superintendents will appoint Load & Haul Crew Managers, Hazardous Tree Trimming and Removal Managers, Site Managers, and Demolition and ROE Managers (as needed per task order).

Each Task Order Superintendent shall have the authority to commit the Corporation, and resources of TFR including signing contracts and modifications. They shall also have the authority to provide administrative and financial resources, equipment, and personnel in support of the project. Their authority will include supporting and investing authority and oversight to Project Managers and Supervisors, Safety officers, Quality Control officers, Environmental officers, and Health and Safety officers.

The Task Order Superintendent is responsible for day-to-day operations, including waste stream documentation, daily reporting/progress, and planning requirements, communications with Government Representatives, enforcement of the Scope of Work, and oversight of Load and Haul and Site Managers. They report to the Operations Manager and the on-site Government Representative and act as liaisons between the two.

Subcontracting agreements will often be executed in the field and copies of all agreements along with necessary, tax, insurance, and license information will be available for review and approval by Government Representatives. As in all projects, as it remains absolute condition precedence, all subcontractors will be under the direction of a TFR Supervisor.

## Corporate Safety Program

The safety and health of our employees continue to be the first consideration in the operation of our business. TFR Enterprises, Inc., and its' principals are committed to maintaining a safe and healthy workplace for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all associated with TFR Enterprises, Inc. whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees are required to report any violations, unsafe conditions, or known safety hazards to their immediate supervisors at once.

All subcontract agreements are subject to the Company's Safety and Occupational Health Policy as a condition of the contract agreement. To ensure compliance, the Safety Officer is empowered with the authority to take such actions necessary to protect life, health, and safety and to protect the environment, as they deem necessary. This authority shall be irrevocable and shall include, but is not limited to, the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health, and safety or threatens the protection of the environment. The Safety Officer will report to the Operations Manager and the Chief Executive Officer of the corporation.

A copy of the Company's Safety and Occupational Health Policy and its related Accident Prevention Plan was not included with this proposal because of its length but can be supplied upon request.

### Safety for Subcontractors and Suppliers

Safety is considered a condition of employment and is the responsibility of all associated with TFR, whether in the capacity of employee or subcontractor. All subcontract agreements are subject to this Safety and Occupational Health Policy as a condition of the contract agreement.

The following procedures will be administered to ensure that all subcontractor activities are fully integrated into the project safety plan and job hazards analysis. When subcontractors first report to the job site and before beginning work, the project manager shall review with the subcontractor safety representative the contractual obligation to safety and the project safety rules that subcontractor employees are required to follow.

1. Review the Corporate Accident Prevention Plan and stress all the applicable requirements and procedures.
2. Review the specific Company safety rules and regulations.
3. Review hazardous work conditions presented by the physical assessment of the project.
4. Instruct their safety representative that they are to attend a monthly safety meeting.
5. It must be firmly established that all subcontractors' employees must abide by the applicable OSHA regulations.

### Housekeeping

Housekeeping is essential in accident prevention and is the responsibility of each employee and subcontractor. The work area must be maintained in a neat and orderly manner and excess materials and waste should be removed daily. Supervisors and managers are to inspect and enforce orderly, safe, and clean working areas at all times.

Subcontractors will generally be responsible for their First Aid and medical treatment. However, the following will be required in writing in the subcontract agreement:

- Contact the Contractors foreman and supervisor of any incident requiring First Aid treatment.

- Provide all their foremen and supervisors a listing (with directional maps) indicating the location of the nearest emergency facilities such as Hospitals, Emergency Medical Facilities, Police Departments, and Fire Departments.
- Provide their foremen and supervisors with a 16-man first aid kit.

## Quality Control Program

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspections and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings concerning the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all activities except where the special provisions and the technical provisions of the contract provide for specific government control by inspections, tests, or other means.

The TFR control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. Both onsite and off-site fabrication will be controlled and keyed to the proposed construction sequence. The personnel assigned to the Quality Control Section will also be charged with the responsibility of policing TFR's approved safety program as required by the Accident Prevention Plan of the contract specifications.

### General

The Quality Control System will include at least three phases of inspection for all technical provisions of the specifications as follows:

### Preparatory Inspection:

1. This inspection is to be performed before beginning any work on a section of the technical provisions of the specifications.
2. The inspection will include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved.
3. Check to ensure that provisions have been made to provide required control testing.
4. Examination of the work area to ascertain that all preliminary work has been completed.
5. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials, certificates, and other submittal data are before submission to the contracting officer.
6. Each submittal offered to the contracting officer for approval will bear the date and signature of a member of TFR's Quality Control organization indicating that he has reviewed the submittal and found it to be acceptable (or showing the required changes).
7. Review the appropriate Activity Hazard Analysis to assure safety requirements are met.
8. Discussion of procedures for controlling the quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
9. Check to ensure that a Government Representative has accepted the plan for the work to be performed.

### Initial Inspection:

An initial inspection will be performed as soon as a representative segment of the particular item of work has been accomplished and to include an examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

1. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

2. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
3. Establish the level of workmanship and verify that it meets minimum acceptable workmanship standards.
4. Resolve all differences.
5. Check safety to include compliance with an upgrade of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
6. Notify a Government Representative at least 24 hours in advance of the beginning of the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. The exact location of the initial phase shall be indicated for future reference and comparison with follow-up phases.
7. The initial phase will be repeated for each new crew to work onsite, or at any time acceptable specified quality standards are not being met.

**Follow Up Inspections:**
Follow-up inspections will be performed daily or as frequently as necessary to assure continuing compliance with contract requirements, including control testing, until completion of the particular segment of work.

*Records*: TFR will maintain current records of all inspections and tests performed in the format detailed below, entitled *Quality Control Report*. This form will provide factual evidence of the required inspections or tests involved, results of inspections or tests, nature of defects, causes for rejection, etc., proposed remedial action, and corrective actions taken. TFR's records will cover both conforming and defective items and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records will be furnished to a Government Representative daily. Daily, TFR's designated representative will verify records.

**Site-Specific Quality Control Plan**
The site or contract-specific QC Plan must accomplish the complete daily documentation of operations, utilization and production, safety, and variations from normal operations of a debris management operation. It must be in place and approved for use before beginning any field operations, including site preparation. It must be in full compliance with contract requirements.

Multiple forms are usually formatted for the Plan, which covers different activities. A summary general daily form is also usually formatted for the project that is completed by the CQC Officer, and totals of all activities are reported on summary forms. Usually, all originals and one set of copies are delivered to a Government Representative, and TFR keeps two copies of each form.

## Quality Control Organization

The duties and specific areas of responsibility of the various members of the Quality Control Organization are as follows:

**Operations Manager**: Advises all supervisory personnel including, but not limited to, Sector superintendents and key foremen assigned to critical areas, of the requirements of the specifications and advises supervisors concerning methods to be used and the degree of workmanship required.

**Quality Control Officer**: The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors and superintendents to ensure that the work is being performed according to the Contract Plans and Specifications and TFR's Contractor Quality Control Program. He/she will supervise the Quality Control Personnel and advise other job personnel in advance of Quality Control Requirements, submittal material, inspections, etc. of their work. When work does not comply with contract requirements, he will immediately advise the Project Manager and together they will decide what corrective action should be taken.

The corrective action taken will be shown in the daily log. The designated Quality Control Supervisor will have full authority in implementing the Quality Control Program and the Safety Program of TFR Enterprises, Inc.

**Quality Control Technician:** Performs inspections as directed by the Quality Control Supervisor and reports any deviations from the contract directly to the Quality Control Supervisor.

A chart, documenting TFR's Quality Control organizational structure is detailed below:

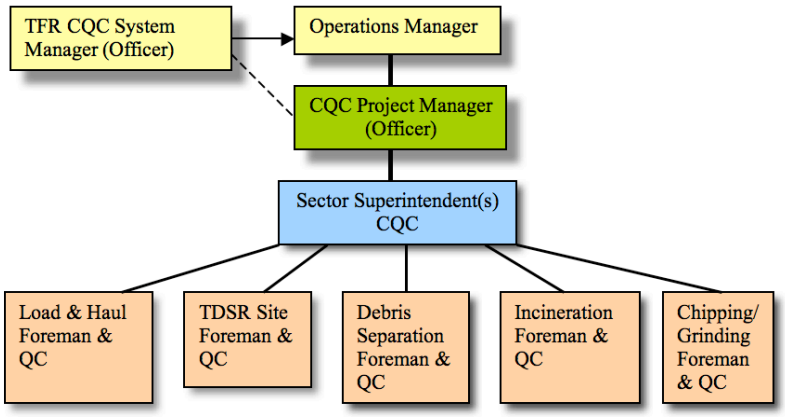


**Memorandum of Appointment**
A sample memorandum of appointment and notification to supervisors and foremen of the appointment of the Quality Control Officer is detailed below:

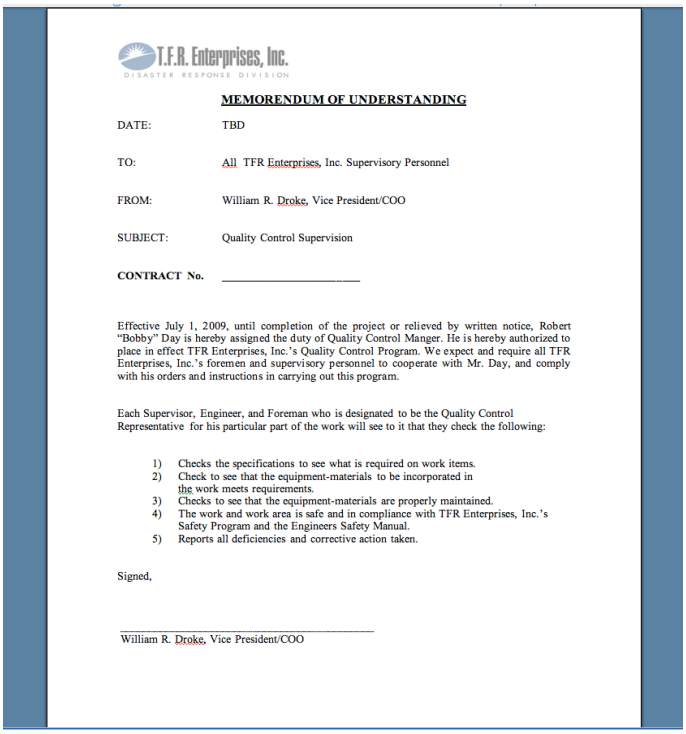

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

**MEMORENDUM OF UNDERSTANDING**

DATE: TBD

TO: All TFR Enterprises, Inc. Supervisory Personnel

FROM: William R. Droke, Vice President/COO

SUBJECT: Quality Control Supervision

**CONTRACT No.** _____

Effective July 1, 2009, until completion of the project or relieved by written notice, Robert "Bobby" Day is hereby assigned the duty of Quality Control Manger. He is hereby authorized to place in effect TFR Enterprises, Inc.'s Quality Control Program. We expect and require all TFR Enterprises, Inc.'s foremen and supervisory personnel to cooperate with Mr. Day, and comply with his orders and instructions in carrying out this program.

Each Supervisor, Engineer, and Foreman who is designated to be the Quality Control Representative for his particular part of the work will see to it that they check the following:

1) Checks the specifications to see what is required on work items.
2) Check to see that the equipment-materials to be incorporated in the work meets requirements.
3) Checks to see that the equipment-materials are properly maintained.
4) The work and work area is safe and in compliance with TFR Enterprises, Inc.'s Safety Program and the Engineers Safety Manual.
5) Reports all deficiencies and corrective action taken.

Signed,

_____
William R. Droke, Vice President/COO

**QC Daily Reporting Procedures**

The CQC Plan and the TFR Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and Crew Foremen. Different levels will have different requirements. A sample form as a model is provided above, and all final versions of all forms will be approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and recording all equipment downtime for repairs is on the daily reports.
- The hours of each piece of equipment and each employee are recorded and reconciled daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Signatures of both TFR's Representative and a Government Representative are required on all Daily Reports.

The TFR Quality Control Officer shall prepare, sign, and submit to the Government Representative a *Quality Control Summary Sheet*. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment, and plant hours worked, and idled or down, testing performed and by whom, loads and quantities hauled to DMS, the quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

**QC Inspection Methods and Procedures**

During work on the contract, the Quality Control personnel will perform the required inspections of both the TFR's and subcontractor's work. The staff that performs the Quality Control inspections will be charged with the following duties:

1. Maintain and keep in serviceable condition, all machinery, and materials.
2. Take whatever corrective action is necessary to replace or repair deficiencies observed at any time that affect the operation of machinery and materials.
3. Inspect for compliance with contract requirements.
4. Maintain copies of Inspection Records.

Detailed below are the procedures and methods that will be implemented:

**Safety Issues**:

The role of QC in support of safety is to document that the safety plan provisions are being followed. At each level, the *Quality Control Report* has appropriate reporting requirements for safety, including worker protection, equipment safety, trimming of loads, flagmen, work zone safety, and traffic control. Each level of the *Quality Control Report* for each activity should have a section addressing daily safety meetings, issues, and activities.

**Debris Eligibility:**

TFR should only be handling materials authorized by our contract. The CQC Officer shall train the field ROW personnel on these materials classifications, and shall include the general eligibility requirements set forth below:

Eligible Debris-

C&D Debris is non-burnable debris and can consist of recyclable as well as non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include, but are not limited to, mattresses, clothing, masonry, concrete, asphalt, metals, plastics, lumber, manufactured furniture, building components, etc.

Vegetative Debris is burnable debris of natural origin such as grass, shrubs, and trees and can be reduced and/or recycled by either incineration or by chipping/grinding.
Household Hazardous Waste (HHW) is the debris of a chemical nature and includes such items as household chemicals, pesticides, liquids, paint, batteries, waste oil, waste fuels, antifreeze, spray cans, etc.

White Goods refer to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so.

Metals, both Ferris and non-Ferris such as copper, aluminum, steel, or iron may include parts from automobiles, trucks, bicycles, small engines, buildings, small appliances, and other items.

Ineligible Debris-
Any Debris which is not located on the Right of Way, regardless of category, i.e., C&D, Vegetative, Household Hazardous Waste, White Goods, or Metals is INELIGIBLE DEBRIS. Debris removal from private property is the responsibility of the individual property owner. No TFR crews or Subcontractors are allowed to work for the private sector while underemployment/contract to TFR Enterprises, Inc. during the duration of the Project/Task Order. Fallen trees located on public property but in an unused forested or wilderness area are ineligible unless specifically directed.

Daily Household Garbage, or what could be classified as Municipal Solid Waste (MSW), is ineligible debris.

Debris, which is not the result of the disaster event, for example, debris from a demolition that was performed before the disaster event occurred, is ineligible.

**Segregation of Debris at Curbside Pick Up**

1. All loading operators are also instructed on the importance of maintaining the segregation of eligible debris when loading.
2. All vegetative debris will be loaded on trucks hauling vegetative debris only. If other debris is encountered alongside the vegetative debris, it will be left at the curbside to be later loaded on the trucks hauling whatever type of debris that is left.
3. Separate trucks will be used for loading Construction and Demolition debris.
4. Metals and white goods will also be loaded and hauled separately.
5. Any household hazardous waste shall be left at the curbside for the HHW crew to load and haul.
6. When possible, any “mixed piles” of debris encountered at the curbside will be separated by hand before loading. If it is not practical to separate the mixed piles at the curbside by hand, the mixed piles will be loaded on separate trucks and the load ticket will indicate “mixed debris.”

**Loading:**

1. All Loaders will have been previously inspected at the staging area for safety and compliance before being dispatched to the loading location.
2. All Loader operators will receive safety briefings before beginning loading operations.
3. Flagmen will be located ahead of loading operations to direct and control traffic.
4. All flagmen will be properly attired and wearing safety equipment including hard hats, safety shoes, reflective vests, and carrying traffic-directing flags.
5. All flagmen are under the supervision of the crew foreman.
6. Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris, such as fire hydrants, water mains, fences, etc.

7. Operators are cautioned not to overload trucks with debris so that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas.
8. Operators are cautioned to stay in the right of way and not to enter private property during the loading process.
9. Operators are equipped with mobile radios and are supervised by a crew foreman.
10. Operators are instructed to keep the debris loads segregated between (a) burnable (vegetative), (b) non-burnable (C&D), and (c) mixed piles where C&D, non-burnable, and vegetative are co-mingled and cannot efficiently be separated at the curbside, (d) other (such as household hazardous waste [HHW])
11. Household hazardous waste (HHW) crew, trained in EPA requirements for handling of HHW, will load HHW materials, (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmental truck. HHW will be delivered to the collection point.
12. As it is TFR policy, Loading and Hauling Crews shall complete any debris-clearing operations that have been started on any pass through a neighborhood, and shall not "skip" through designated work areas for "gravy" loads.
13. All Loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the crew foreman who records all equipment downtime for repairs on the daily reports. The hours of each piece of equipment and each employee are recorded and reconciled with the Government Representative daily.
14. In the event of notice of a violation because of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and make note in his daily log record.

**Hauling:**

1. All Trucks will have been previously inspected at the staging area for measurement, numbering, safety, and compliance before being dispatched to the loading location.
2. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
3. All truck operators are to wear safety equipment, hard hats, and steel-toed shoes.
4. Truck operators are not allowed to leave with "overhanging" loads. Loads will either be trimmed or reloaded before being allowed to leave the loading area.
5. It is the truck operator's responsibility to check and determine that his load is safe before leaving the loading site.
6. Truck operators are equipped with mobile radios and are supervised by crew foremen.
7. Truck operators will be issued a "load ticket" at the loading site and will deliver the ticket to the inspector at the dump site.

**Dumping:**

1. Dumping operations will be at either the DMS or at a landfill/disposal site designated.
2. All traffic regulations and speed limits will be observed at the dump site.
3. Truck operators will report to the weigh station and deliver their "load ticket" to the TFR QC and Government QA for inspection and approval before proceeding to dump his/her debris.
4. Each truck operator will be directed as to where to dump each load at the dumpsite location by the designated dumpsite operator.
5. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
6. Truck operators will follow the designed traffic flow when leaving the dump and returning to the designated loading area.

**QC Private Property (ROE) Program Procedures**

The Company's Quality Control Manager shall discuss the requirements and procedures for the removal of debris from private property under the Right of Entry (ROE) Program with all Crew Foremen. This discussion shall include the general procedures set forth below:

1. Before a demolition project on private property can begin, a Right-of-Entry document must be executed, including:
    a. Authorization to enter the property for demolition.
    b. Hold harmless agreement accompanied by a non-duplication of benefits agreement from the City/County.
2. TFR crews are not permitted to enter private property except at the direction of the TFR ROE Manager or Government Representative.
3. Proper completion of a TFR ROE Program Checklist:
    a. HHW crew will be assigned to remove any hazardous materials from the property.
    b. All HHW materials will be cataloged, and disposition defined.
    c. All utility connections will be inspected to ensure that they are disconnected.

After demolition, all materials can be either placed on the right of way to be picked up under the debris removal agreement or taken directly to the DMS for separation and disposal.

**QC Rental of Equipment with Operators**

1. Inspection and Identification of Equipment & Materials before any machinery or materials are placed in use; they shall be inspected and tested by competent personnel. The Contractor's personnel will perform such duties.
2. The contractor's personnel chosen by the Quality Control Officer will perform an inspection of all machinery and materials daily.
3. Records of inspections shall be maintained at the site and shall be available on request.
4. Preventative maintenance procedures recommended by the manufacturer shall be followed.
5. All repairs on machinery or materials shall be made at a location, which will protect traffic for repairmen. Any machinery or equipment found by the contractor to be unsafe shall be dead lined until unsafe conditions have been corrected.
6. Only TFR-designated personnel shall operate machinery and mechanized equipment.
7. The Quality Control Supervisor shall instruct all operators in the use and details of Safety Operations.
8. Operators of machinery will establish and confirm requirements daily to comply with contract documents with TFR's representative.
9. Material deficiencies observed shall be reported to the proper TFR personnel for correction.
10. All safety procedures will be used by TFR's Accident Prevention Plan.
11. All phases of work being performed will be inspected daily by the responsible member of the Quality Control team.

## Working Knowledge of the City of Plantation

The 2017 hurricane season was one of the most active on record, with multiple large-scale disasters impacting the U.S. mainland. Following Hurricane Harvey's devastating landfall on the western Gulf Coast, TFR Enterprises was activated by the Texas Department of Transportation to assist with debris removal across Texas. Shortly thereafter, Hurricane Irma struck Florida as a Category 4 storm, causing widespread power outages and significant damage from uprooted trees and debris.

**TFR's Immediate Response in Plantation, Florida**

As a secondary contractor for the City of Plantation, Florida, TFR Enterprises stepped in when the primary contractor failed to respond. Within 24 hours of receiving the Notice to Proceed (NTP), TFR mobilized resources, dispatching management teams and equipment to the site. Leveraging our extensive in-house resources, TFR successfully performed the entire project with minimal subcontractor support, all while continuing to fulfill other disaster recovery commitments nationwide.

**Efficient and Strategic Operations**

Hurricane Irma left behind massive amounts of vegetative and construction/demolition debris, requiring systematic segregation, hauling, and disposal. TFR employed a variety of specialized resources, including:

- Bobcat crews for ROW debris segregation
- Hazardous tree removal teams
- Large-capacity self-loaders
- Field assessors

TFR collaborated with city roadway managers to prioritize operations, splitting the city into manageable grids for maximum productivity and streamlined quality control. Within the first two weeks, TFR crews had removed over 70,000 cubic yards of debris from the city's right-of-way. This momentum continued throughout the project, culminating in the removal of over 500,000 cubic yards of debris and nearly 12,000 hazardous limbs and trees all completed well ahead of the contractual deadline.

**Expanded Scope of Work**

Impressed by TFR's expertise, speed, and adaptability, the City of Plantation amended the project scope to include debris removal from the city's floodwater management system. This task required specialized equipment, including:

- A 20-foot barge, strategically placed in waterways using a crane
- A crane and grapple combo mounted on the barge for debris collection

TFR swiftly executed this additional work, completing it within weeks of receiving the amended task order, ensuring the city's drainage canals were fully operational.

**Unmatched Service Delivery**

TFR's commitment to disaster preparedness, rapid response, and efficient recovery enabled the City of Plantation to return to pre-storm conditions without delay and at minimal financial expense. By delivering unmatched service, TFR established a strong foundation for an enduring government-contractor partnership.

This project underscores TFR Enterprises' ability to respond to large-scale disasters with precision, efficiency, and a client-focused approach, ensuring communities are restored quickly and effectively.

**OFFICE OF THE MAYOR**
Diane Veltri Bendekovic,
Mayor

**PUBLIC WORKS DEPARTMENT**
Edward J. Consaul,
Director

Plantation
the grass is greener

**CITY COUNCIL**
Lynn Stoner, President
Mark Hyatt, Council President ProTem
Jerry Fadgen
Ron Jacobs
Peter S. Tingom

Tipton F. Rowland
TFR Enterprises. Inc.
601 Leander Drive
Leander, Texas 78641

Dear Mr. Rowland,

Please except this letter of recommendation from the City of Plantation, Florida. We would like to thank TFR Enterprises for their immediate response and your diligence with completing emergency debris removal within the time and scope of the terms of our contract. In 2017, Hurricane Irma devastated the city of Plantation, Florida. TFR Enterprises was successful with completing the debris removal and recovery efforts for our community.

Sincerely,

Steve L. Rodgers II
Assistant Director of Public Works
City of Plantation, Florida

750 NW 91st Avenue ◆ Plantation, Florida 33324
954.452.2535 ◆ econsaul@Plantation.org

## Current Workload of Key Personnel

### 1 Florida DOT- Madison County

**CONTRACT DESCRIPTION**

| | | |
|---|---|---|
| a. | **Point of Contact** | Kevin Rogers<br>D2 Construction Services Manager |
| b. | **Address** | Florida Department of Transportation<br>District 2<br>1109 South Marion Avenue<br>Lake City, Florida 32025 |
| c. | **Phone** | (386) 961-7416 |
| d. | **Email** | Kevin.rogers@dot.state.fl.us |
| e. | **Contract Term** | 10/2024 to Present |
| f. | **Contract Amount** | $ To be determined |
| g. | **Description of Work** | Emergency debris removal services following Hurricane Helene (609,000 CY to date) |

### 2 Emanuel County

**CONTRACT DESCRIPTION**

| | | |
|---|---|---|
| a. | **Point of Contact** | L.G. Singletary<br>County Administrator |
| b. | **Address** | Emanuel County<br>124 North Main Street<br>Swainsboro, Georgia |
| c. | **Phone** | (478) 237-3881 |
| d. | **Email** | lgsingletary@emanuelco-ga.gov |
| e. | **Contract Term** | 10/2024 to Present |
| f. | **Contract Amount** | $ To be determined |
| g. | **Description of Work** | Emergency debris removal services following Hurricane Helene (609,000 CY to date) |

### 3 Florida Dept of Environmental Protection

**CONTRACT DESCRIPTION**

| | | |
|---|---|---|
| a. | **Point of Contact** | Wes Howell<br>Bureau Chief |
| b. | **Address** | Division of Recreation and Parks<br>3900 Commonwealth Blvd<br>Tallahassee, Florida 32399 |
| c. | **Phone** | (850) 245-3112 |
| d. | **Email** | Wes.howell@floridadep.gov |
| e. | **Contract Term** | 10/2024 to Present |
| f. | **Contract Amount** | $ To be determined |
| g. | **Description of Work** | Emergency debris removal services following Hurricane Helene and Milton. |

## Ability to Manage Multiple Contracts

TFR is capable of executing multiple contract activations within one or more regions because our team brings:

- An experienced Prime who has successfully completed 450+ FEMA funded debris removal contracts and procured more than $2B in contingency contracts.
- Management processes proven on disaster events.
- Central oversight by experienced Operations staff and empowered project delivery teams.
- Prime Subcontractors who are committed and proven responders.
- Nationwide partners for personnel and equipment/trucking resources, along with a commitment to utilization of local and disadvantaged business enterprises as much as possible.

The primary execution and staffing options are:

- The TFR team self-performs using in-house resources.
- The TFR team plus additional local/regional subcontractors perform the task order.

The selected option is based upon a number of factors, including cost and availability of local technical resources with relevant skill and experience to successfully accomplish contractual requirements. Regardless of the execution strategy, the managing staff will come from the TFR team and strictly follow our proven management processes and procedures.

Our management approach to execute multiple contract activations is based on the following:

| | |
|---|---|
| **Single Point of Contact** | The operations manager will serve as single point of contact, ensuring a clear and direct communication channel. For simultaneous projects, multiple sectors, or when needed, sites will have either an operations or project/site manager. |
| **Clear Roles and Responsibilities** | The operations manager will select the project and site managers, as needed, depending on project scope. All support staff, subcontractors, and crews will report to the site manager. Our team has a large pool of assets that ensure we can readily provide the correct mix of labor, equipment, and materials for every project. The project manager will be responsible for staffing, subcontractors, budget, schedule, technical, and quality aspects of the task order assigned. |
| **Proactive Corporate Leadership** | Working with our overall Program Manager, our operations manager will monitor team performance and ensure resource availability and client satisfaction. We're committed to ensuring appropriate resources for all projects. |
| **Cohesive Team** | Our combined team is accustomed to working at multiple locations and coordinating within the team, as well as with local government, regulatory, and state agencies. The site manager will be responsible for coordinating with the technical staff for scheduling and deliverables. All personnel will be linked by our robust communication system/tools to ensure seamless delivery of services. |
| **Access to Vast Reach-Back Capabilities** | TFR has a database of 1,000+ previously employed subcontractors and hundreds of equipment dealerships throughout the US. Our operations manager will coordinate access to these vast resources in coordination with our project managers. |

# MANAGING MULTIPLE CONTRACTS IN 2020

**Iowa**

**5,196,679**
Cubic Yards

**Derecho (17) Jurisdictions**

**Louisiana**

**3,802,802**
Cubic Yards

**Hurricane Laura (27) Jurisdictions**

**Additional States**

| | |
|---|---|
| Oklahoma | 850,796 CY |
| Alabama | 384,819 CY |
| Mississippi | 65,000 CY |
| Texas | 60,000 CY |

## Geographic Performance

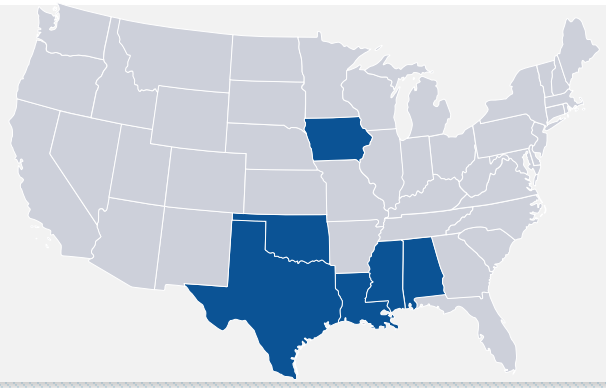

## 2020 Season Summary

**10,360,096 Cubic Yards Managed**

**$76,000,000 Revenue**

- Subs — 74 Companies Subcontracted
- Units — Certified 1,350 Pieces of Equipment
- DMS — Operated, Remediated, and Closed out 67 Debris Management Sites

## Additional Disaster Experience Managing Multiple Contracts

| Year | Disaster Events | Contract Activations | Volume | Hazardous Trees | Contract Value |
|---|---|---|---|---|---|
| Aug-19 | Hurricane Dorian | 6 | 200,000 CY<br>221 Cut & Toss Hours | 1,000 | $ 434,927.00 |
| Aug-18 | Hurricane Michael | 3 | 198,800 CY<br>71,500 Operator & Equipment Hours | 0 | $ 13,806,189.00 |
| Aug-18 | Hurricane Florence | 13 | 166,000 CY<br>1,066 Daily Rate for Equipment & Operator<br>206 (4 Men Crews) | 0 | $ 7,936,486.00 |
| Mar-18 | California Floods | 2 | 58,420 | 0 | $ 8,630,020.00 |
| Sep-17 | Hurricane Maria | 1 | 495,000 CY | 39,411 | $ 35,404,180.00 |
| Aug-17 | Hurricane Irma | 9 | 902,000 CY | 39,748 | $ 31,927,010.00 |
| Aug-17 | Hurricane Harvey | 9 | 416,000 CY | 1,000 | $ 6,402,517.54 |
| Sep-16 | Hurricane Matthew | 5 | 300,000 CY | 75,000 | $17,889,818.00 |

### Client Testimonial

"Battling a global pandemic environment, inclement winter weather, while also responding to multiple hurricanes that impacted other areas of the country during 2020, TFR has successfully aided the State of Iowa in grinding and disposing of more than 1.6 million cubic yards of vegetative debris in less than six months" Jordan Moser, Iowa Department of Homeland Security

**TFR ENTERPRISES, INC.**
**MULTIPLE DELIVERY ORDER OPERATIONS CHART**

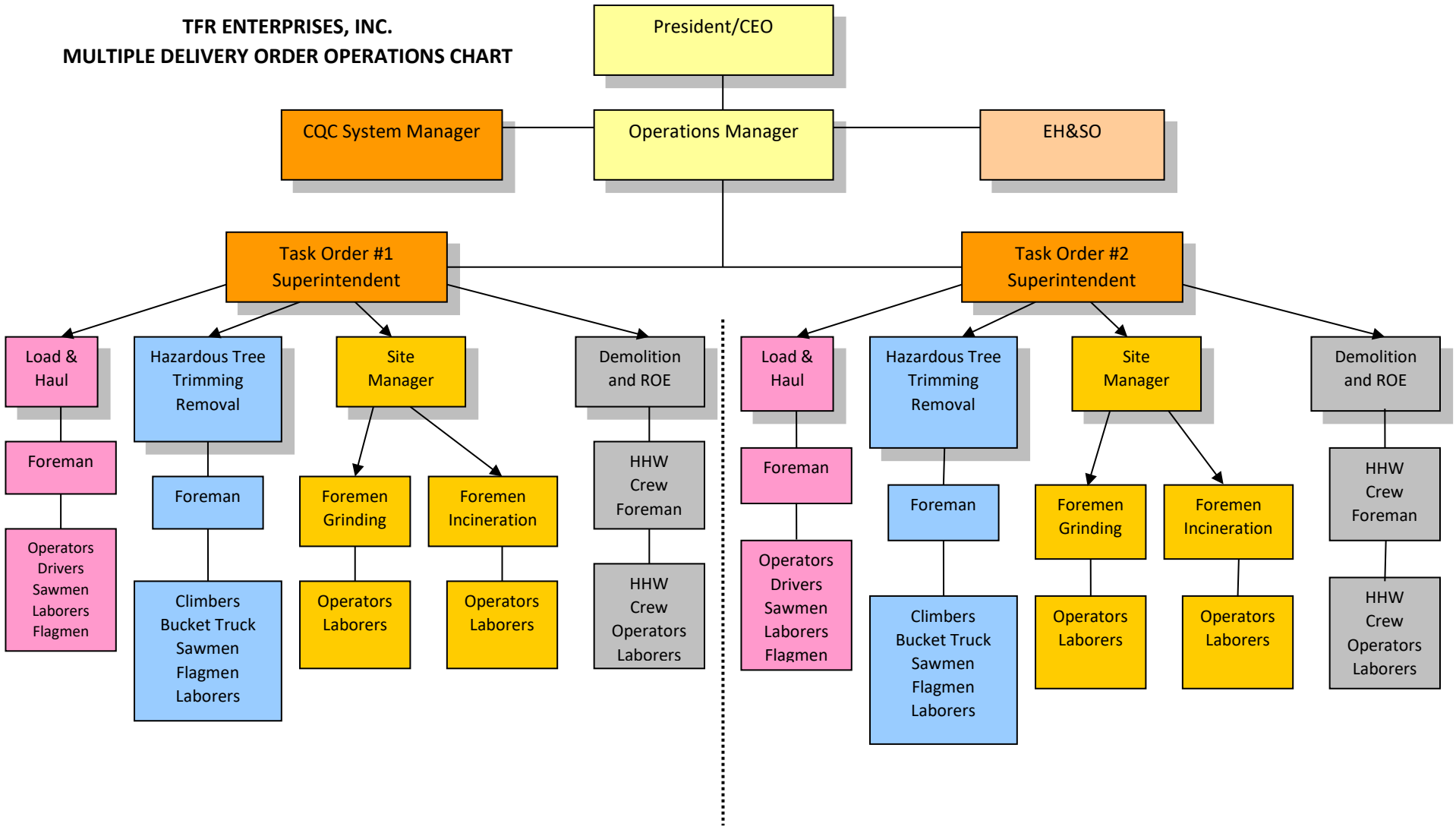

## Proposer Resources Available to the City of Plantation

TFR Enterprises possesses extensive resources to ensure efficient and effective disaster recovery operations:

- **Fleet of Over 200 Specialized Equipment**: Includes self-loading debris-hauling trucks, excavators, dozers, heavy haulers, and eight Diamond Z Tub Grinders for vegetative debris reduction.
- **Nationwide Network of Subcontractors**: Over 1,000 vetted subcontractors to scale operations as needed.
- **TDSR Site Expertise**: Can concurrently establish and operate multiple Temporary Debris Storage and Reduction (TDSR) sites.
- **Mobile Command Units**: Enhance coordination and communication during large-scale operations.
- **Dedicated Logistics Team**: This team ensures uninterrupted operations with fuel trailers, parts, welders, and temporary housing for personnel.
- **In-House Maintenance Crew**: Minimizes downtime by ensuring equipment safety and functionality.

These resources enable TFR to respond rapidly, self-perform key tasks, and manage large-scale recovery efforts effectively. For your reference, we've enclosed a copy of our resource list along with a list of available subcontractors.

## Equipment Resources Available to the City of Plantation

TFR maintains an extensive amount of equipment to provide our clients with greater value and to ensure the quality of our work. With the largest fleet in the industry coupled with numerous staging areas, TFR can respond to any natural or man-made disaster quickly and efficiently. This rapid response capability provides the client with vital emergency road clearance services to allow federal, state, and local officials access to debris-restricted areas and begin disaster recovery efforts. Often on TFR projects, our equipment, and manpower completely fulfill all project scopes and requirements in a timely matter. When subcontractors are used on large-scale projects, TFR self-performs all key elements of the project to the satisfaction of the client and certifies the work is done properly to the TFR standard.

Furthermore, our in-house maintenance crew provides immediate support to our field operators to ensure the sustainability of our equipment and operations. With years of experience working on Diamond Z's to overhauling dozer engines, TFR's maintenance crew is the logistical support necessary to ensure the limiting of costly downtime. Dedicated to their trade, TFR's maintenance crew can quickly identify, address, and repair any problem befalling our equipment and additionally, make the appropriate modifications on other similar equipment to avoid future pitfalls.

For large-scale projects, TFR can augment our resources with local rental suppliers in the area. TFR maintains valuable, fruitful relationships with rental companies to rapidly obtain any additional equipment needed to perform the work under contract. With corporate accounts and a priority call rating with Hertz Equipment Rental, Sunbelt Rentals, United Rentals, and Volvo Construction Equipment, TFR can readily access hundreds of pieces of specialized equipment quickly to achieve desired project goals and time requirements. Furthermore, with years of loyalty with National Dealers for Caterpillar, Prentice Loaders, and Diamond Z Corporation, TFR can obtain new and used equipment for rent or purchase faster than any other company in the industry. This vital lifeline to equipment suppliers allows TFR to mobilize a job however large and specialized the project may be.




**Real-Time GPS Tracking**

Our fleet is equipped with Real-Time tracking so that we can ensure our trucks are deployed and active where assistance is needed most. This gives our leaders the tools to adapt to the ever-changing demands of the project. The helicopter view is an easy-to-use feature that displays all the information one needs to efficiently dispatch &/or locate crews. All vehicle movement is saved in the Samsara cloud allowing for the routes to be reviewed and the next day's work plan. Geofencing is another feature that provides a variety of alerts to help us efficiently manage trucks and routes in the recovery efforts. With this state-of-the-art technology, TFR is always in compliance with ELD mandates and DOT/FMCSA regulations.

# Samsara Features

### REAL-TIME GPS TRACKING

- Live vehicle location tracking
- Trip histories
- Geofence alerts

Learn more | Watch video

### TRAILER TRACKING

- Theft detection
- Utilization reporting
- Cargo and temperature

Learn more

### SAFETY & DASH CAMS

- Distracted driving detection
- In-cab voice coaching
- Automatic incident upload

Learn more | Watch video

### ROUTING & MESSAGING

- Real-time route tracking
- Historical performance analysis
- Two-way messaging

Learn more | Watch video

### DOCUMENTS

- Document upload with photos
- Centralized record-keeping
- Proof of delivery, fuel & more

Learn more | Watch video

### FLEET MAINTENANCE

- Fault code monitoring
- Paperless DVIRs
- Usage-based maintenance

Learn more | Watch video

### WIFI HOTSPOT

- In-cab WiFi
- Cellular data included
- For any mobile app or device

Learn more

### ELD COMPLIANCE

- FMCSA-listed ELD
- Works with any mobile device
- Centralized real-time visibility

Learn more | Watch video

### REEFER MONITORING

- Easy to install wireless monitors
- Live temperature change alerts
- Automatic historical logs

Learn more

### REPORTING & ALERTS

- Fuel efficiency & vehicle health
- Activity and driver behavior
- IFTA, ELD, and FSMA

Learn more | Get a demo

### DEVELOPER APIS

- Open REST APIs
- TMS, payroll, GIS integrations
- Custom software and apps

Developer docs

# Samsara Helicopter View

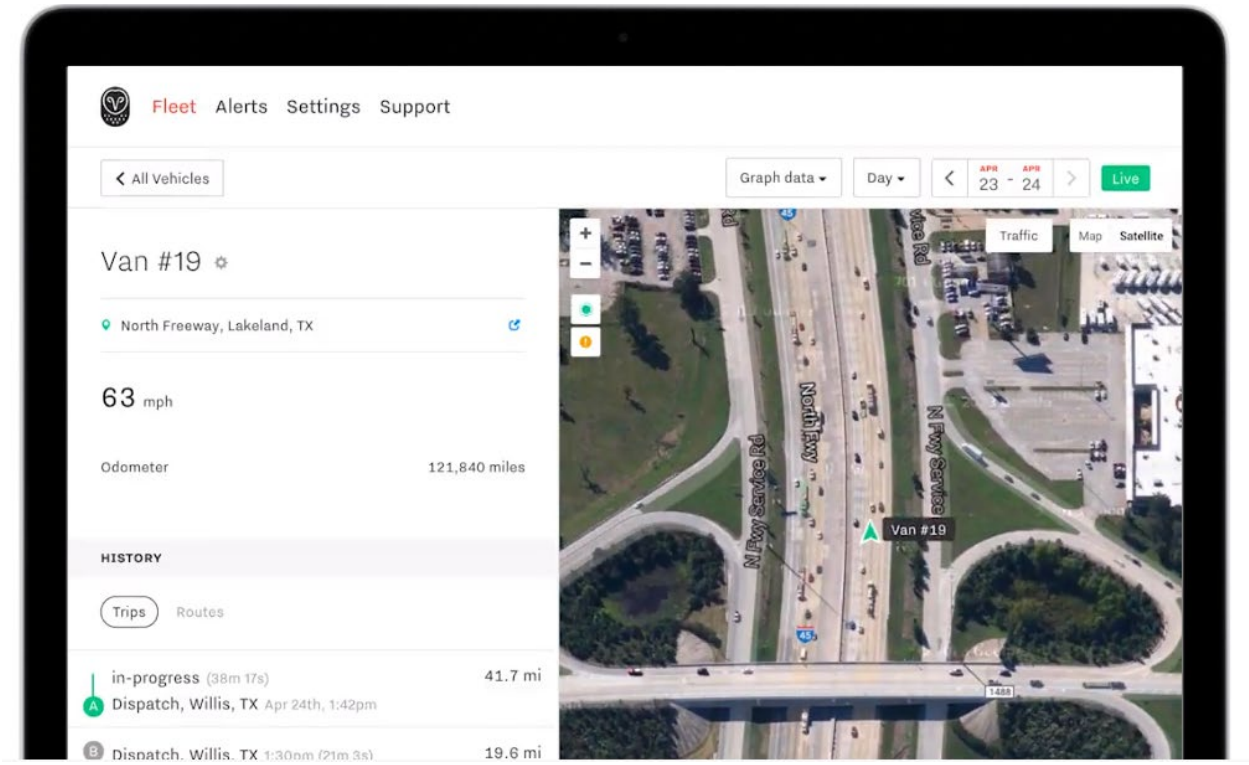

| No. | Equipment Type | Year | Make | Model | Identification No. | (C) Company Owned (R) Reserved |
|---|---|---|---|---|---|---|
| 1 | Air Compressor | 1990 | Emglo | Y5A60V | 92190020 | C |
| 2 | Air Compressor | 2003 | Ingersoll Rand | | 338927UGN221 | C |
| 3 | Air Compressor | 2006 | Ingersoll Rand | | 365253UAX | C |
| 4 | Air Compressor | 2012 | Doosan | XP375WJDT3 | 435426UAW048 | C |
| 5 | Air Compressor | | Ingersoll Rand | MC2A | 1945 | C |
| 6 | Air Compressor | | Campbell Hausfeld | | | C |
| 7 | Air Curtain Burner | | ACD | T400 | T35FN01052 | C |
| 8 | Air Curtain Burner | | ACD | | 103846 | C |
| 9 | Air Curtain Burner | | McPherson | M30F | U149701V | C |
| 10 | Air Curtain Burner | | McPherson | M30F | U148961V | C |
| 11 | Bridge Erection Boat | | AD | MKIII | 42XBK23649H112935 | C |
| 12 | Bridge Erection Boat | | AD | MKII | 06681V368 | C |
| 13 | Bucket Truck | 1999 | International | 4900 | 1HTSDAAN0XH659739 | C |
| 14 | Bucket Truck | 2012 | Freightliner | M2106 | 1FVACXDU8CHBE2106 | C |
| 15 | Bucket Truck | 2011 | Freightliner | M2106 | 1FVACXDU3BDAU8452 | C |
| 16 | Bucket Truck | 2007 | International | 4300 | 1HTMMAAN97H433997 | C |
| 17 | Bucket Truck | 2006 | International | 4300 | 1HTMMAAR06H199847 | C |
| 18 | Bucket Truck | 2010 | Freightliner | M2106 | 1FVACXDT7AHAP3532 | C |
| 19 | Bucket Truck | 1998 | Ford | F800 | 1FDXF80C0WVA35473 | C |
| 20 | Bucket Truck | 1990 | GMC | C7H042 | | R |
| 21 | Bucket Truck | 2007 | International | 430 | | R |
| 22 | Bucket Truck | 2001 | International | 4700 | 1HTSCAAM61H398263 | R |
| 23 | Bucket Truck | 2004 | International | | 1HTMMAAL54H672005 | R |
| 24 | Bucket Truck | 2005 | International | 4300 | 1HTMMAANX5H692740 | R |
| 25 | Bucket Truck | 2006 | International | 4300 | 1HTMMAAP76H248265 | R |
| 26 | Bucket Truck | 2007 | Ford | F750 | 3FRNF75E77V512537 | R |
| 27 | Bucket Truck | 2007 | Ford | F750 | 3FRNF75E47V467587 | R |
| 28 | Bucket Truck | 2007 | Ford | F750SD | 3FRNF75E57V467601 | R |
| 29 | Bucket Truck | 2007 | International | 4000 | 1HTMMAAN17H392586 | R |
| 30 | Bucket Truck | 2007 | Ford | F750SD | 3FRNF75E07V467585 | R |
| 31 | Bucket Truck | 2007 | International | | 1HTMMAAN97H413877 | R |
| 32 | Crawler Tractor | 2014 | Magnatrac | MH8000 | H800152 | R |
| 33 | Crawler Tractor | 2012 | Komatsu | D31PX22 | KMTD011P01060725 | R |
| 34 | Dozer | 1984 | Caterpillar | D7H | 79Z01488 | C |
| 35 | Dozer | 1991 | Caterpillar | D7H | 4AB04147 | C |
| 36 | Dozer | 1981 | Caterpillar | D8K | 77V17840 | C |

| | | | | | | |
|---|---|---|---|---|---|---|
| 37 | Dozer | | Caterpillar | D6TLGP | THX28329 | C |
| 38 | Dozer | 2006 | Caterpillar | D6RLGP | CAT00D6RKWRG00215 | C |
| 39 | Dozer | 2008 | Caterpillar | D7R | AEC01989 | C |
| 40 | Dozer | | Caterpillar | D6RLGP | 9PN02000 | C |
| 41 | Dozer | 1991 | Caterpillar | D7H | 4FG04117 | C |
| 42 | Dozer | 2003 | Caterpillar | D7R | AEC00681 | C |
| 43 | Dozer | 2008 | Caterpillar | D6TLGP | CAT00D6TCKJL00560 | C |
| 44 | Dozer | 1978 | Caterpillar | D6D | 6X597 | C |
| 45 | Dozer | 2009 | Caterpillar | D6TLGP | KJL00985 | C |
| 46 | Dozer | 1979 | Caterpillar | D6D | 4X5133 | C |
| 47 | Dozer | | Caterpillar | DV060 | 08Z53048 | C |
| 48 | Dozer | | Caterpillar | 963-TL | 0963CKBBD01120 | C |
| 49 | Dozer | | Caterpillar | 973-C | CAT0973CK3RZ00613 | C |
| 50 | Dozer | 1989 | John Deere | 550G | T0550GH758338 | R |
| 51 | Dump Truck | 2000 | Freightliner | FL70 | 1FV6HLAA5YHB76509 | C |
| 52 | Excavator | 2001 | Komatsu | PC270LC6 | A85139 | C |
| 53 | Excavator | | Deere | 690D | DW690DL533807 | C |
| 54 | Excavator | | Volvo | EC330BLC | 330B10324 | C |
| 55 | Excavator | | Volvo | EC220DL | 220D210418 | C |
| 56 | Excavator | 2012 | Komatsu | PC240LC10 | A20120 | C |
| 57 | Excavator | 2013 | Komatsu | PC210LC | KMTPC243V02450356 | C |
| 58 | Excavator | 2020 | Kobelco | EK-SK210 | YQ15605293 | C |
| 59 | Excavator | | Komatsu | 210LC | KMTPC257PLTC81212 | C |
| 60 | Excavator | 2013 | Komatsu | PC240LC10 | KMTPC240C02090090 | C |
| 61 | Excavator | 2019 | Kobelco | SK260LC10 | LL1610594 | C |
| 62 | Excavator | | Komatsu | 210LC | KMTPC257HJTC80715 | C |
| 63 | Excavator | | Komatsu | 290LC | KMTPC255TEWA27188 | C |
| 64 | Flatbed Trailer | 2005 | Big Tex | | 4YNBN20245C027949 | C |
| 65 | Flatbed Trailer | 2007 | Big Tex | | 16VGX202672680173 | C |
| 66 | Flatbed Trailer | 2011 | Magnum | | 4P5B52027B2159392 | C |
| 67 | Flatbed Trailer | 2013 | Big Tex | | 16VNX122XD2C97883 | C |
| 68 | Flatbed Trailer | 2013 | Big Tex | | 16VPX1629C2348689 | C |
| 69 | Flatbed Trailer | 1999 | HMDE | | 4AG6U2338XC029735 | C |
| 70 | Flatbed Trailer | 1997 | Centerville | | 1C6EG102XV1752300 | C |
| 71 | Flatbed Trailer | 1997 | Reitnouer | | 1RNF48A27VR003233 | C |
| 72 | Flatbed Trailer | 2006 | Town | | 4KNTT14226L161597 | C |
| 73 | Flatbed Trailer | 2015 | JLG | | 5DYAAB2L5FC006883 | C |
| 74 | Flatbed Trailer | 2015 | PJ | | 4P5FD3623F1217625 | C |
| 75 | Flatbed Trailer | 2008 | Towmaster | | 4KNTT14248L161314 | C |
| 76 | Flatbed Trailer | 2008 | Towmaster | | 4KNTT14257L162843 | C |
| 77 | Flatbed Trailer | 2015 | Big Tex | | 16VFX2026F2092400 | C |

| | | | | | | |
|---|---|---|---|---|---|---|
| 78 | Flatbed Trailer | 2007 | Trail King | | 1DA72C7N07C018695 | C |
| 79 | Flatbed Trailer | 2019 | Texas Pride | | | R |
| 80 | Flatbed Trailer | 2016 | Big Tex | | 16VFX2020G2074525 | R |
| 81 | Horizontal Grinder | 2014 | Diamond Z | DZH4000 | 1R9FX390XEC722024 | C |
| 82 | Horizontal Grinder | 2014 | Diamond Z | DZH4000 | 1R9FX3904EC722030 | C |
| 83 | KB Pup-Trailer | 2012 | Homemade | HMDE | MOHMTRAILER020044 | C |
| 84 | KB Pup-Trailer | 2006 | Great Lakes | TR2250DC | 1G9CD23336S139786 | C |
| 85 | KB Pup-Trailer | 2006 | Great Lakes | TR2250DC | 1G9CD23346S139779 | C |
| 86 | KB Pup-Trailer | 2006 | Great Lakes | TR2250DC | 1G9CD23376S139712 | C |
| 87 | KB Pup-Trailer | 2006 | Great Lakes | | 1G9CD23356S139711 | C |
| 88 | KB Pup-Trailer | 2018 | Titan Machinery | HMDE | M0HMTRAILER025812 | C |
| 89 | KB Pup-Trailer | 2019 | Edgewood | ST | 1E9US2629KS589119 | C |
| 90 | KB Pup-Trailer | 2018 | Homemade | HMDE | M0HMTRAILER025813 | C |
| 91 | KB Pup-Trailer | 2019 | Edgewood | ST | 1E9US2625KS589103 | C |
| 92 | KB Pup-Trailer | 2019 | Edgewood | ST | 1E9US2624KS589089 | C |
| 93 | KB Pup-Trailer | 2019 | Edgewood | ST | 1E9US2627KS589118 | C |
| 94 | KB Pup-Trailer | 2018 | Homemade | HMDE | MOHMTRAILER025811 | C |
| 95 | KB Pup-Trailer | 2019 | Edgewood | ST | 1E9US2626KS589126 | C |
| 96 | KB Pup-Trailer | 2019 | Edgewood | ST | 1E9US2627KS589135 | C |
| 97 | KB Pup-Trailer | 2019 | Edgewood | ST | 1E9US2627KS589149 | C |
| 98 | KB Pup-Trailer | 2020 | Edgewood | ST | 1E9US2923LS589159 | C |
| 99 | KB Pup-Trailer | 2020 | Edgewood | ST | 1E9US2923LS589162 | C |
| 100 | KB Pup-Trailer | 2020 | Edgewood | ST | 1E9US2927LS589164 | C |
| 101 | KB Pup-Trailer | 2020 | Edgewood | ST | 1E9US2925LS589163 | C |
| 102 | KB Pup-Trailer | 2012 | Edgewood | HMDE | MOHMTRAILER020042 | R |
| 103 | KB Pup-Trailer | 2010 | Edgewood | HMDE | MOHMTRAILER018042 | R |
| 104 | KB Pup-Trailer | 2012 | Edgewood | HMDE | MOHMTRAILER020041 | R |
| 105 | KB Pup-Trailer | 2018 | Edgewood | ST | 1E9US2728JS589061 | R |
| 106 | KB Pup-Trailer | 2018 | Edgewood | ST | 1E9US2725JS589050 | R |
| 107 | KB Pup-Trailer | 2018 | Edgewood | ST | 1E9US2725JS589048 | R |
| 108 | KB Pup-Trailer | 2018 | Edgewood | ST | 1E9US2727JS589049 | R |
| 109 | KB Pup-Trailer | 2018 | Edgewood | ST | 1E9US2762JS589060 | R |
| 110 | KB Pup-Trailer | 2018 | Edgewood | ST | 1E9US2622JS589073 | R |
| 111 | KB Pup-Trailer | 2017 | Edgewood | ST | 1E9US2623HS589030 | R |
| 112 | KB Pup-Trailer | 2018 | Edgewood | ST | IE9US2723JS580947 | R |
| 113 | KB Pup-Trailer | 2018 | Edgewood | ST | 1E9US2721JS589046 | R |
| 114 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US302XMS589258 | R |
| 115 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3021MS589262 | R |
| 116 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3028MS589260 | R |
| 117 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3021MS589259 | R |
| 118 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3023MS589263 | R |

| | | | | | | |
|---|---|---|---|---|---|---|
| 119 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3022MS589268 | R |
| 120 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3024MS589269 | R |
| 121 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3020MS589270 | R |
| 122 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3023MS589277 | R |
| 123 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US3021MS589276 | R |
| 124 | KB Pup-Trailer | 2021 | Edgewood | ST | 1E9US302XMS589275 | R |
| 125 | KB Pup-Trailer | 2009 | Edgewood | ST | ARKAVTL0590455016 | R |
| 126 | KB Pup-Trailer | 2007 | Great Lakes | | | R |
| 127 | KB Pup-Trailer | 2000 | WBH | | 1W9SD1628YC269033 | R |
| 128 | KB Self-Loader | 2003 | Sterling | L9500 | 2FZHAZAS73AK28772 | C |
| 129 | KB Self-Loader | 2004 | Sterling | L9500 | 2FZHAZAS84AM87966 | C |
| 130 | KB Self-Loader | 2003 | Kenworth | T800 | 1NKDLU0X43J710108 | C |
| 131 | KB Self-Loader | 1998 | Peterbilt | 357 | 1NPALT9X0WN461734 | C |
| 132 | KB Self-Loader | 1998 | Peterbilt | 357 | 1NPALT9X5WN461728 | C |
| 133 | KB Self-Loader | 2003 | Freightliner | FL112 | 1FVHBGAS53HK52388 | C |
| 134 | KB Self-Loader | 2006 | Western Star | 4900 SB | 5KKPALAV96PV43823 | C |
| 135 | KB Self-Loader | 2007 | Western Star | 4900 SB | 5KKPALAV47PY35512 | C |
| 136 | KB Self-Loader | 2009 | Kenworth | T800 | 1NKDLU0X69J242505 | C |
| 137 | KB Self-Loader | 2009 | Kenworth | T800 | 1NKDLU0XX9J242507 | C |
| 138 | KB Self-Loader | 2007 | Kenworth | T800 | 1NKDLT0X87J190818 | C |
| 139 | KB Self-Loader | 2008 | Kenworth | T800 | 1NKDLU0X78J235352 | C |
| 140 | KB Self-Loader | 2009 | Kenworth | T800 | 1NKDLU0X89J242506 | C |
| 141 | KB Self-Loader | 2009 | Kenworth | T800 | 1NKDLU0X09J242502 | C |
| 142 | KB Self-Loader | 2009 | Kenworth | T800 | 1XKDDU0X89J246574 | C |
| 143 | KB Self-Loader | 2009 | Kenworth | T800 | 1NKDLU0X99J242501 | C |
| 144 | KB Self-Loader | 2008 | Kenworth | T800 | 1XKDDU0X18J223975 | C |
| 145 | KB Self-Loader | 2008 | Kenworth | T800 | 1XKDDU0X78J223981 | C |
| 146 | KB Self-Loader | 2011 | Kenworth | T800 | 1NKDLU0X6BJ281035 | C |
| 147 | KB Self-Loader | 2010 | Kenworth | T800 | 1NKDLU0XXAR266280 | C |
| 148 | KB Self-Loader | 2011 | Kenworth | T800 | 1NKDLU0X7BJ278354 | C |
| 149 | KB Self-Loader | 2009 | Kenworth | T800 | 1NKDLU0X69J256033 | C |
| 150 | KB Self-Loader | 2008 | Kenworth | T800 | 1XKDDU0X78J228727 | C |
| 151 | KB Self-Loader | 2009 | Kenworth | T800 | 1NKDLU0X39J237424 | C |
| 152 | KB Self-Loader | 2008 | Kenworth | T800 | 1NKDLU0X08J233491 | C |
| 153 | KB Self-Loader | 2005 | Sterling | | 2FWBA2DE5SAV23128 | R |
| 154 | KB Self-Loader | 1995 | Freightliner | | 1FUPFZXB2SA597897 | R |
| 155 | KB Self-Loader | 2004 | Peterbilt | 357 | 1XPADB0X04DB819508 | R |
| 156 | KB Self-Loader | 2005 | Peterbilt | 357 | 1NPALB0X45D842644 | R |
| 157 | KB Self-Loader | 2006 | Peterbilt | 357 | 1NPALB0X96D632705 | R |
| 158 | KB Self-Loader | 2007 | Freightliner | | 1FVHC5DE27HX68138 | R |
| 159 | KB Self-Loader | 2007 | Freightliner | | 1FYHC5DE07HX68140 | R |

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|---|---|---|---|---|---|---|
| 160 | KB Self-Loader | 2006 | Western Star | | 5KKHAWAVX6PW37855 | R |
| 161 | KB Self-Loader | 2001 | Peterbilt | 379 | 1NP5XU0X41D569216 | R |
| 162 | KB Self-Loader | 2013 | Peterbilt | | 1NPTX4TX6DD181864 | R |
| 163 | KB Self-Loader | 2005 | Peterbilt/Red | | 1XP5DB9X25D881630 | R |
| 164 | KB Self-Loader | 2006 | Peterbilt | 379 | 1XP5DB9X76D646688 | R |
| 165 | KB Self-Loader | 2006 | Peterbilt | 379 | 1XP5DB9XX6N898414 | R |
| 166 | KB Self-Loader | 2003 | Peterbilt | 357 | 1NPALB0X53N596260 | R |
| 167 | KB Self-Loader | 2019 | International | HX520 | 3HTDPAPT4KN358427 | R |
| 168 | KB Self-Loader | 2005 | International | 5900L | 1HTXRAPTX5J028306 | R |
| 169 | KB Self-Loader | 1990 | Ford | | 1FDZY90X3LVA25141 | R |
| 170 | KB Self-Loader | 2007 | Peterbilt | | 1XP5D49X17D683748 | R |
| 171 | KB Self-Loader | 2005 | Peterbilt | | 1XP5DB9X05N860477 | R |
| 172 | KB Self-Loader | 2014 | Peterbilt | 367 | 1NPTL40X9ED227589 | R |
| 173 | KB Self-Loader | 2003 | Peterbilt | 379 | 1XP5DB9X13D591649 | R |
| 174 | KB Self-Loader | 2019 | Freightliner | | 3ALHG3DV1KDKN11095 | R |
| 175 | KB Self-Loader | 2020 | Western Star | 4900SB | 5KKMALD10LPLJ3935 | R |
| 176 | KB Self-Loader | 2007 | Sterling | | 2F2HAZCV07AV53003 | R |
| 177 | KB Self-Loader | 2003 | Sterling | 9500 | 2FZHAZAS03AK68711 | R |
| 178 | KB Self-Loader | 2004 | Sterling | LT9501 | 2FZHAZCV64AM24825 | R |
| 179 | KB Self-Loader | 2005 | Sterling | LT9501 | 2FZHAZCV75AU92195 | R |
| 180 | KB Self-Loader | 2006 | Freightliner | M2112 | 1FVHC5CV86HV54044 | R |
| 181 | KB Self-Loader | 2007 | Kenworth | | 1NKWLB0X071156522 | R |
| 182 | KB Self-Loader | 2008 | Mac | CH613 | 1M1AN07Y18N002964 | R |
| 183 | KB Self-Loader | 2019 | Western Star | 4700SF | 5KKMAVDV7KPKM6019 | R |
| 184 | Light Tower | 2012 | Doosan | LSC | 4FVLSACA6CU444257 | C |
| 185 | Light Tower | | Magnum | | | C |
| 186 | Light Tower | | Magnum | MLT3060MMH | 80743 | C |
| 187 | Light Tower | | Magnum | MLT3060MMH | 170255 | C |
| 188 | Light Tower | 2008 | Ingersoll Rand | | 393605UJRC13 | R |
| 189 | Light Tower | | Nighthawk | LT12 | | R |
| 190 | Light Tower | 1999 | Magnum | 40601MH | 99246 | R |
| 191 | Light Tower | | Coleman | MH4000RDKH | 151217 | R |
| 192 | Low Boy Trailer | 2014 | Fontaine | | 57JE5130XE3561385 | C |
| 193 | Low Boy Trailer | 2013 | Fontaine | | 13NE51308D3560602 | C |
| 194 | Low Boy Trailer | 1994 | Talbert | | 40FH0482R1010817 | C |
| 195 | Low Boy Trailer | 1992 | Trail King | | 1TKS00517NM030565 | C |
| 196 | Low Boy Trailer | 1992 | Trail King | | 1TKS00517NM030566 | C |
| 197 | Office Trailer | 1984 | Grumman | | 1GXDBAF21EW001008 | C |
| 198 | Office Trailer | 1987 | Ellis | | 1E9EE5743H1013022 | C |
| 199 | Office Trailer | 1992 | Trail MBL | | 1PT011AH6W9002247 | C |
| 200 | Office Trailer | 1992 | Moex | | 1M9X25225TA237065 | C |

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|---|---|---|---|---|---|---|
| 201 | Office Trailer | 1997 | Coach | | 1M9A6A729VH022102 | C |
| 202 | Office Trailer | 1999 | Moex | | 1M9X25227TA237058 | C |
| 203 | Power Screen | 2001 | Trommel | 725 | 9500531 | C |
| 204 | Power Screen | | Trommel | 830 | 9202071 | C |
| 205 | Pressure Washer | 2007 | HMDE | | PC101 | C |
| 206 | Pressure Washer | | Alkota | | 192477 | C |
| 207 | Pressure Washer | | American Kleaner | | C368 | C |
| 208 | Pressure Washer | | Hotsy | | H51669 | C |
| 209 | Pressure Washer | | Landa | | P00306 | C |
| 210 | RV | 2006 | Denali | 31FGBS | 47CTD1R216P615392 | C |
| 211 | RV | 2004 | Jayco | 27B | 1UJBJ02N741EF1875 | C |
| 212 | RV | 2006 | Open Road | | 5L4TR322361012206 | C |
| 213 | RV | 1998 | Prevost | | 2PCV33493V1011707 | C |
| 214 | RV | 2015 | Heartland | Trail Runner | 5SFEB3222GE312623 | C |
| 215 | Service Trailer | 2001 | Titan | | 5DZC8162511001697 | C |
| 216 | Service Trailer | 1997 | WW | | 11WEC1623VM227765 | C |
| 217 | Service Trailer | 2002 | TRBL | | 4X4TSEV282U200791 | C |
| 218 | Service Trailer | 1999 | WW | | 11WHC162XYW251191 | C |
| 219 | Service Trailer | 1999 | Magnum | | 1V5BA1624X1133175 | C |
| 220 | Service Truck | 2005 | Ford | F450 | 1FDXF46P05EC08622 | C |
| 221 | Service Truck | 2013 | Ford | F350 | 1FT8W3BT1CEC38201 | C |
| 222 | Service Truck | 2014 | Ford | F350 | 1FT8W3BT6EEA40636 | C |
| 223 | Service Truck | 2009 | Ford | F450 | 1FDAX46R79EA14566 | C |
| 224 | Service Truck | 2014 | Ram | 5500 | 3C7WRNBL8EG228497 | C |
| 225 | Service Truck | 2011 | Ford | F350 | 1FDRF3G6XBEA70849 | C |
| 226 | Service Truck | 2001 | Ford | F450 | 1FDXF46F31EA27158 | C |
| 227 | Service Truck | 2018 | Toyota | Tacoma | 5TFCZ5AN9JX150501 | C |
| 228 | Service Truck | 2020 | Ram | 3500 | 3C7WRTCLXLG103257 | C |
| 229 | Service Truck | 2013 | Ford | F150 | 1FTFW1ET1DKD64424 | C |
| 230 | Service Truck | 2020 | Ram | 2500 | 3C6UR5CL6LG252045 | C |
| 231 | Service Truck | 2022 | Ram | 3500 | 3C63RRGL2NG135014 | C |
| 232 | Service Truck | 2022 | Ram | 3500 | 3C63RRGL0NG114808 | C |
| 233 | Service Truck | 2011 | Dodge | 57H7CK | 3D6WU7EL6BG591535 | R |
| 234 | Skid Steer | 2003 | Bobcat | T300 | 5219-12445 | C |
| 235 | Skid Steer | | Bobcat | S300 | 525815902 | C |
| 236 | Skid Steer | 2009 | Bobcat | T300 | A5GU35117 | C |
| 237 | Skid Steer | | Bobcat | T300 | A5GU20012 | C |
| 238 | Skid Steer | | Bobcat | T300 | 525415884 | C |
| 239 | Skid Steer | | Bobcat | T300 | 525413076 | C |
| 240 | Skid Steer | 2009 | Bobcat | T300 | A5GU35209 | C |

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|---|---|---|---|---|---|---|
| 241 | Skid Steer | 2012 | Bobcat | T750 | ANKA12229 | C |
| 242 | Skid Steer | 2019 | Bobcat | T870 | | R |
| 243 | Skid Steer | 2013 | Bobcat | T190 | | R |
| 244 | Skid Steer | | Bobcat | T320 | A7MP60119 | R |
| 245 | Skid Steer | | Bobcat | T300 | 532011795 | R |
| 246 | Skid Steer | | Bobcat | 246 | 00246C5SZ06425 | R |
| 247 | Skid Steer | 2019 | Bobcat | T770 | AT6318861 | R |
| 248 | Stump Grinder | 2013 | Rayco | RG1665AC | 0-449 | C |
| 249 | Stump Grinder | 2014 | Fecon | SH260 | | C |
| 250 | Tractor | 2005 | Peterbilt | 379 | 1XP5PBEX75D826166 | C |
| 251 | Tractor | 2008 | Kenworth | T800 | 1XKDDU9X68R213592 | C |
| 252 | Tractor | 2009 | Kenworth | T800 | 1XKDP4EX59J253787 | C |
| 253 | Tractor | 2010 | Kenworth | T800 | 1XKDDU9XXAR259318 | C |
| 254 | Tractor | 2009 | Kenworth | T800 | 1XKDDU9X89J256363 | C |
| 255 | Tractor | 2010 | Kenworth | T800 | 1XKDDU9X4AR260416 | C |
| 256 | Tractor | 2012 | Western Star | W4900 | 5KJJABDR5DPBU1199 | C |
| 257 | Tub Grinder | 1999 | Diamond Z | 1352BI | 1D9FX423XN147003 | C |
| 258 | Tub Grinder | 2003 | Diamond Z | 1463-B | 1D9FX4530NN47068 | C |
| 259 | Tub Grinder | 1997 | Diamond Z | 1463-B | 1D9FX4536TN147184 | C |
| 260 | Tub Grinder | 1999 | Diamond Z | 1463-B | 1D9FX4534XN147240 | C |
| 261 | Tub Grinder | 1998 | Diamond Z | 1463-B | 1D9FX4537WN147232 | C |
| 262 | Tub Grinder | 2003 | Diamond Z | 1463-B | 1D9FX4639YC147259 | C |
| 263 | Tub Grinder | 2004 | Diamond Z | 1463-B | 1D9FX46311C147262 | C |
| 264 | Tub Grinder | 1999 | Diamond Z | 1463-B | 1D9FX46364C147293 | C |
| 265 | Vacuum Truck | 2000 | Freightliner | | 1FVUFXYB9YPB65702 | C |
| 266 | VersaHandler | 2009 | Bobcat | V723ZFL | 368112100 | C |
| 267 | VersaHandler | | Genie | GTH6622 | | C |
| 268 | Walking Floor Trailer | 2002 | MAC | | 5MAMN45292C005339 | C |
| 269 | Walking Floor Trailer | 2005 | MAC | | 5MAMN48285C008359 | C |
| 270 | Walking Floor Trailer | 2004 | MAC | | 5MAMN48214C007357 | C |
| 271 | Walking Floor Trailer | 2008 | MAC | | 5MAMN48288C016384 | C |
| 272 | Walking Floor Trailer | 2005 | MAC | | 5MAMN482X5C008556 | C |
| 273 | Walking Floor Trailer | 2019 | MAC | | 5MAMN4824KW051069 | C |
| 274 | Walking Floor Trailer | 2019 | MAC | | 5MAMN4824KW051073 | C |
| 275 | Walking Floor Trailer | 2017 | East | | 1E1U2X289JR060527 | C |
| 276 | Water Truck | 2000 | Freightliner | FL70 | 1FV6HJAA3YHB19746 | C |
| 277 | Water Truck | 2000 | Ford | F650 | 3FRNF65995V180949 | C |
| 278 | Water Truck | 2006 | Eco | | 5PKUEH2236W052290 | C |
| 279 | Wheel Loader | | Volvo | L110E | L110EV60278 | C |
| 280 | Wheel Loader | | Volvo | L120E | L120EV66140 | C |
| 281 | Wheel Loader | | Volvo | L120G | VCEL120GL00030787 | C |

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| 282 | Wheel Loader | | Volvo | L120E | L120V64601 | C |
| 283 | Wheel Loader | | Volvo | L120E | L120EV64757 | C |
| 284 | Wheel Loader | | Volvo | L120C | 62368 | C |
| 285 | Wheel Loader | | Volvo | L120G | 30275 | C |
| 286 | Wheel Loader | | Volvo | L120E | | C |
| 287 | Wheel Loader | 2001 | John Deere | 444H | DW444HX581391 | R |

## Proposed Subcontractors (If Needed)

TFR Enterprises, Inc. maintains a current, constantly updated database of subcontractors by location, classification, equipment resources, and capability. The working relationship with this reservoir of close-knit subcontractors has been so successful that a majority of them, following a disaster event, will not offer their services to, or accept an offer from, another contractor until first consulting with TFR's management personnel as to their subcontracting needs. A network of communication and contact of these subcontractors in the event of a disaster has been divided among the TFR management team in advance, which has enabled the company to contact, activate, and mobilize as many as 630 pieces of equipment in 30 days as the company did following Hurricane Laura in 2020. These subcontractors are considered as much a part of the disaster response team as are the full-time employees of TFR.

**Local and Disadvantaged Business Subcontracting**

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent to which they are available and properly licensed. TFR shall exhaust any avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery.

During the past three (3) decades, TFR has actively promoted the participation of Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Women-Owned Business Enterprises (WBE), Minority-Owned Business Enterprises (MBE), and Veteran-Owned Business Enterprises (VBE), in the performance of disaster-related debris removal projects. Born from a small tree service company in 1954, TFR was a long-time small business-enabled firm working in Memphis, Tennessee. Renamed TFR and incorporated in 1989, owner, Tipton Rowland, considers this sector of the industry to be a vital and reliable source of debris management resources recalling his days as a small business owner himself. As such, TFR executives are directly involved in the achievement of SBE's and DBE's plans and goals by the project.

## Proposed Major Subcontractor

| | | |
|---|---|---|
| Timberline Trading Inc. Disaster Recovery Division | • 35 years of proven disaster debris removal and management experience<br>• Over 200 units of company-owned specialized equipment including knuckle boom trucks, heavy haulers, dump trucks, bunkhouses, airboats, barges, skid steers, dozers, excavators, loaders, skidders, and tree cutters.<br>• Owner and key employees certified in tree removal/chainsaw management by the Missouri Forestry Department<br>• Partnered on more than 50 projects with TFR, over the last 20 years. | **Recent Projects Completed with TFR:**<br>• Hamilton County, FL<br>• Jacksonville, AR<br>• City of Cedar Park, TX<br>• Hancock County, MS<br>• City of Choctaw, OK<br>• City of Enid, OK<br>• City of Blanchard, OK<br>• City of Norman, OK<br>• City of Citronelle, AL<br>• Alabama DOT, Dallas County<br>• City of Robertsdale, AL<br>• Rapides Parish, LA |

Timberline Trading is a leading subcontractor in the disaster debris removal industry. Thirty-five years of experience has allowed the team at Timberline to master the skills and FEMA knowledge necessary to

complete any size debris mission. Timberline's tenured management team gives them added ability to manage a wide range of disaster response services. With more than 200 pieces of specialty equipment, Timberline can respond immediately to all emergencies. Company-owned bunkhouses and generators allow Team Timberline to respond to devastated areas where housing or electricity is not available. Timberline has been a major subcontractor for TFR since 1995.

| Proposed Major DBE Subcontractor | | |
|---|---|---|
| LYELLCO | • **Women-Owned Business (WBE)**<br>• Incorporated in 2013<br>• Principles hold Florida & California Contractors License<br>• Owner and Principles have more than 25 years of combined experience in Disaster Response, Debris Removal, and Hazardous Tree Removal Services<br>• Partnered on 7 projects with TFR, over the last 8 years. | **Recent Projects Completed with TFR:**<br>• Suwannee County, FL<br>• Hardin County, TN<br>• City of Leader, TX<br>• FDEP- Highland Hammock State Park<br>• Kentucky Transportation Cabinet, KY<br>• Oklahoma City Parks, OK<br>• City of Corpus Christi, TX<br>• Texas DOT, Montague County<br>• Louisiana DOT, Cameron Parish<br>• Tyndall Airforce Base, FL |

Lyellco, Inc. is a family-owned tree trimming and disaster response company incorporated in 2013 as a small woman-owned business. Lyellco owns 27 pieces of equipment and has performed more than 20 federal and state contracts nationwide, responding to hurricanes, tornados, ice storms, floods, and more. Lyellco strives for the safety of its employees and the communities affected and operates according to FEMA rules and regulations.

**The following list is just a few of our available DBE Partners:**

| DBE Partners | State | Type | Services |
|---|---|---|---|
| Ayleen Trash Hauling Services, Inc. | FL | SBE/MBE | Hauling Services, Hazardous Tree Removal |
| CSA Land Clearing | FL | DBE | Site Management |
| Florida Developers of Tallahassee | FL | DBE | Site Management |
| Gulf Coast Environmental Contractors | FL | WBE | Hazardous Tree Removal |
| Payne's Environmental Services, LLC | FL | MBE/VBE | Hazardous Tree Removal |
| Prism Lighting Services | FL | SBE | Temporary Lighting |
| YG Construction, Inc. | FL | MBE | Temporary Fencing |
| Cabildo Services | LA | DBE | Temporary Staffing |
| Disaster Recovery Group and Tree, Inc. | NC | DBE | Hauling Services, Hazardous Tree Removal |
| Action-Roll Offs, Inc. | TX | DBE | Hauling Services |
| Eggemeyer Land Clearing, LLC | TX | DBE | Hauling Services, Site Management |
| Highway Barricades and Services, Inc. | TX | DBE | Safety Supplies |
| Lyellco | TX | WBE | Hauling Services, Hazardous Tree Removal |

TFR Enterprises, Inc
Tipton F. Rowland
601 Leander Drive
Leander, Texas 78641

Re: Letter of Commitment/Timely Payments

Please accept this letter as our interest to assist TFR Enterprises, Inc by offering to make our services available in the event they are activated for Disaster Debris/Hazardous Tree Removal Services during the term of the contract.

Timberline has worked for TFR Enterprises, Inc since 1996 and **has always been paid on time.**

Timberline's roles and responsibilities will support TFR as a subcontractor providing labor and equipment services for this contract to include:

- Vegetative Debris Removal
- C&D Debris Removal
- Hazardous Tree Removal

Company Information:
Timberline Trading, Inc
Michael Dotson
PO BOX 643
Lathrop, MO 64429
FEIN: 43-1695748

I, Michael Dotson, am authorized to sign for and legally bind Timberline Trading, Inc., and have full authority to commit any of our company's resources necessary to successfully perform this contract. Should you need additional information please contact me at (816) 564-1761.

Sincerely,

*Michael Dotson*

Michael Dotson
Owner/CEO

LYELLCO

www.lyellco.com
sharon@lyellco.com
Office (512)576-3000

TFR Enterprises, Inc
Tipton F. Rowland
601 Leander Drive
Leander, Texas 78641

Re: Subcontractor Letter of Commitment

Dear Mr. Rowland,

Please accept this letter as our interest to assist TFR Enterprises, Inc by offering to make our services available in the event they are activated for Disaster Debris/Hazardous Tree Removal Services during the term of the contract.

Lyellco's roles and responsibilities will support TFR as a subcontractor providing labor and equipment services for this contract to include:

- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Hazardous Tree Removal

Company Information:
Lyellco, Inc
Levi Lyell
7503 White Oak
Lago Vista, Texas 78645
FEIN: 463383578
**Woman-Owned Small Business**

Levi Lyell is authorized to sign for and legally bind Lyellco Inc. and has the full authority to commit any of our company's resources necessary to successfully perform this contract. Should you need additional information please contact me at (512) 698-9812.

Sincerely,

Levi Lyell
Vice President

7503 White Oak Drive, Lago Vista, TX 7845

## Additional Subcontractors & Service Providers Available

The following is a list of potential subcontractors and service providers TFR Enterprises, Inc. may utilize if activated. This list is not exhaustive, and resources may be added or substituted if needed. TFR offers preference to qualified local subcontractors, including local DBE subcontractors, who have the necessary equipment and experience to meet the project requirements.

| Company Name | State | DBE |
|---|---|---|
| Black Services, Inc. | Alabama | |
| Chad Ward Inc. | Alabama | |
| Global Rental Co. Inc. | Alabama | |
| HAL Construction LLC | Alabama | |
| Hall's Tree Service | Alabama | |
| Hunter Fuzzell | Alabama | |
| Moore Lawn & Landscape | Alabama | |
| Oak Hill Construction, LLC | Alabama | |
| Southeastern Logistics, LLC | Alabama | |
| Ward Land & Timber, LLC | Alabama | |
| Z & H Enterprises, LLC | Alabama | |
| A & A Trucking LLC | Arizona | |
| Sunstate Equipment Co | Arizona | |
| Carter Global | Arkansas | |
| Conway Enterprises | Arkansas | |
| John L Weaver | Arkansas | |
| Labor Finders | Arkansas | |
| McFadin Global Construction, Inc. | Arkansas | |
| Moores Dozer Service | Arkansas | |
| Troy Brown | Arkansas | |
| Chriso Tree Trimming | California | |
| Core Tree Care | California | |
| D & E Construction Inc. | California | |
| FGL Environmental | California | |
| Granite Construction Inc | California | |
| Inland Empire Equipment | California | |
| Myers Tire Supply | California | |
| Palomar Mountain Premium Spring Water | California | |
| Silverstrand Construction | California | |
| Triton Transport Ltd. | California | |
| Front Range Landfill | Colorado | |
| Jim's Pride Landscaping & Maintenance | Colorado | |
| Larimer Solid Waste | Colorado | |
| Lenahan Land Clearing & Grinding | Connecticut | |
| A Soto Southern Ag Inc | Florida | |

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|---|---|---|
| Absolute Asphalt Services Inc | Florida | |
| Acme Barricades | Florida | |
| AES Portable Sanitation | Florida | |
| AM Environmental | Florida | |
| Anderson Rentals Inc. | Florida | |
| Aqua Control Tech | Florida | |
| Arrow Service & Towing | Florida | |
| Arthur Auville | Florida | |
| Atlantic Coast Transport, LLC | Florida | |
| Aucilla Area Solid Waste | Florida | |
| Ayleen Trash Hauling Service | Florida | Yes |
| Backstrom Trucking | Florida | |
| Better Barricades | Florida | |
| BG Katz Nurseries, LLC | Florida | |
| Branching Out | Florida | |
| Coffin Marine | Florida | |
| CSA Land Clearing | Florida | Yes |
| Dawnell Ayres | Florida | |
| DeFord's Fuel & Oil, Inc | Florida | |
| Downrite Engineering Corp. | Florida | |
| Dyna Trucking | Florida | |
| East Coast Site Works | Florida | |
| Edgewater Recycling | Florida | |
| Emergency Standby Power LLC | Florida | |
| Evergreen Tree Service | Florida | |
| Fast Track Logistics | Florida | |
| Flagler Construction Equipment | Florida | |
| Florida Developers of Tallahassee | Florida | Yes |
| Florida Equipment Service and Repair Inc | Florida | |
| Florida Paving & Trucking Service | Florida | |
| Fort Lauderdale Ice | Florida | |
| G Hemphill Tree Service | Florida | |
| Gallegos Trucking Inc. | Florida | |
| Gaston TDR | Florida | |
| Gill Sikes | Florida | |
| Green's Tree & Landscape | Florida | |
| Grinder Wear Parts, Inc. | Florida | |
| Gulf Coast Environmental Contractors, Inc. | Florida | Yes |
| Hamilton County Landfill | Florida | |
| Haulin Dixon | Florida | |
| Kessler Hauling Inc. | Florida | |

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|---|---|---|
| Knight Jon Boy | Florida | |
| Landscape Service Professionals | Florida | |
| Lank Oil | Florida | |
| Lee County Solid Waste | Florida | |
| Leon County Solid Waste | Florida | |
| Lopez Trucking Inc | Florida | |
| Lucas Garage & Trucking | Florida | |
| Macias & Sons | Florida | |
| Macias Landscape Inc. dba Miguel Macias Landscape | Florida | |
| Miami-Dade County Dept of Solid Waste | Florida | |
| Morgan Marine Salvage & Recovery, LLC | Florida | |
| National Waste Management, Inc | Florida | |
| Nicolas Macias | Florida | |
| North Oak Recycling | Florida | |
| Payne's Environmental Services, LLC | Florida | Yes |
| Pine Island Group, LLC | Florida | |
| Prism Lighting Services | Florida | Yes |
| Putnam County Central Landfill | Florida | |
| Rainey Cawthon Distributor | Florida | |
| RIO Harvesting | Florida | |
| Rio Indio, LLC | Florida | |
| Ron's Trucking & Equipment | Florida | |
| S & B Machine, LLC | Florida | |
| Sampson Tree Service | Florida | |
| Samsula Waste Inc | Florida | |
| Seminole County Solid Waste MgmtA | Florida | |
| Spinning Crane Works | Florida | |
| T-Roy & Sons, Inc. | Florida | |
| Tate Transport Corporations | Florida | |
| Texas Aquatic Harvesting | Florida | |
| USA Services | Florida | |
| Yahl Mulching & Recycling | Florida | |
| YG Construction | Florida | Yes |
| ZZ Truck Inc | Florida | |
| All Star Mobile RV | Georgia | |
| Bobcat of Orlando | Georgia | |
| Bolgers Tree Service | Georgia | |
| Brian Brinson dba Brinson Tree & Stump | Georgia | |
| Brown's Tree and Logging Service | Georgia | |
| Casey Tree Experts | Georgia | |
| Colonial Fuel and Lubricant Services, Inc. | Georgia | |

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|---|---|---|
| HeavyQuip | Georgia | |
| Horner Services, LLC | Georgia | |
| Jaguar Tree Service | Georgia | |
| KDF Enterprises, LLC | Georgia | |
| Kelly Services, Inc. | Georgia | |
| Kelly's Clearing & Grinding | Georgia | |
| Neff Rental | Georgia | |
| Parkway Tire and Service | Georgia | |
| Southeastern Modular Construction | Georgia | |
| Sunbelt Rentals | Georgia | |
| Synergy Rents LLC | Georgia | |
| Terry Bucks Contracting, LLC | Georgia | |
| TRC Staffing Services | Georgia | |
| Waste Management - Florida | Georgia | |
| Diamond Z Manufacturing | Idaho | |
| DZ Grinders LLC AKA Diamond Z | Idaho | |
| Rule Steel Tanks, Inc | Idaho | |
| A-1 Tree Care | Illinois | |
| JJ Keller | Illinois | |
| JT"s Tree Service | Illinois | |
| Southwest OKC Landfill | Illinois | |
| Richards Tree Service | Illinois | Yes |
| Buchanan Hauling & Rigging, Inc. | Indiana | |
| K & K Dirt Works | Indiana | Yes |
| Pac Van, Inc. | Indiana | |
| Poseidon Barge | Indiana | |
| Richard Clemons dba Clemons Tree Service | Indiana | |
| Blue Beacon | Kansas | |
| Custom Tree Care Inc | Kansas | |
| Freightquote.com | Kansas | |
| Kansas City Tree Care LLC | Kansas | |
| Lakeside Tree Service | Kansas | |
| Reno Truck & Tractor | Kansas | |
| Team DriveAway | Kansas | |
| United Disaster Response, LLC | Kansas | |
| Douglas Keeton | Kentucky | |
| Mr. Pressure | Kentucky | |
| Oakland Farms Trucking | Kentucky | |
| Aqua Tech | Louisiana | |
| Brooks Industrial | Louisiana | |
| Cabildo Services | Louisiana | Yes |

| | | |
|---|---|---|
| Coastal Heavy Haulers | Louisiana | |
| Coastland Trucking, LLC | Louisiana | |
| Complete Staffing | Louisiana | |
| G & M Rentals | Louisiana | |
| Gator Environmental Waste Solutions, LLC | Louisiana | |
| Gills Crane Service | Louisiana | |
| Gordon's Disposal, LLC | Louisiana | |
| Gordon's Landfill, LLC | Louisiana | |
| Greenpoint, Inc | Louisiana | |
| H & E Equipment Services | Louisiana | |
| Leaf Services, LLC | Louisiana | |
| Michael Munna | Louisiana | |
| Northshore Tree & Bucket Truck | Louisiana | |
| Pearl River Navigation | Louisiana | |
| Pipeworks Plumbing / Demolition | Louisiana | |
| PMI Resource Inc | Louisiana | |
| Traffic Control Products of Louisiana | Louisiana | |
| Wilco Marsh Muggies, Inc | Louisiana | |
| Wishams Hauling | Louisiana | |
| J Carlson Trucking | Michigan | |
| Fastenal | Minnesota | |
| Davy Busby dba Famco | Mississippi | |
| Forrester & Associates | Mississippi | |
| Lonnie Roberts II dba Lil Al's Tree | Mississippi | |
| PK Diesel | Mississippi | |
| Ruiz Contracting Solutions, LLC | Mississippi | |
| TLW Inc | Mississippi | |
| Atlas Tree Care, LLC | Missouri | |
| Crooked River | Missouri | |
| Custom Truck One Source | Missouri | |
| Dotson & Sons Logging | Missouri | |
| Double D Disaster Relief LLC | Missouri | |
| Gary Long | Missouri | |
| Grainger | Missouri | |
| Hampel Oil | Missouri | |
| Ozark Machinery Company | Missouri | |
| Timberline Trading Inc | Missouri | |
| Titan Machinery, LLC | Missouri | |
| Tri Rivers Logging Inc. | Missouri | |
| Turbo Supply | Missouri | |
| R & L Transport | New Jersey | |

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|---|---|---|
| Ricelli Enterprises, Inc. | New York | |
| Scott Macon Equipment Rental | New York | |
| Ascendum Machinery, Inc. | North Carolina | |
| Berico Fuels, Inc. | North Carolina | |
| Bobcat of New Bern | North Carolina | |
| Carolina Tree Debris, Inc. | North Carolina | |
| Columbus County Landfill | North Carolina | |
| Couch Oil Company | North Carolina | |
| Disaster Recover Group & Tree | North Carolina | Yes |
| East Coast Disaster Recovery | North Carolina | |
| Graham County Land Company | North Carolina | |
| Premier Staffing Solutions | North Carolina | |
| Slickrock Development, LLC | North Carolina | |
| Soundside Recycling | North Carolina | |
| Stafford Debris Removal | North Carolina | |
| TSI Disaster | North Carolina | |
| RDO Equipment Co | North Dakota | |
| Bruce Sloan Tire Service | Oklahoma | |
| Butler Brothers Sand & Gravel | Oklahoma | |
| Express Employment Professionals | Oklahoma | |
| Kirby-Smith Machinery, Inc. | Oklahoma | |
| Kudron Trucking | Oklahoma | |
| Mosely Welding | Oklahoma | |
| Norman Tree Service | Oklahoma | |
| Quality Towing Service | Oklahoma | |
| Sprague's Backhoe | Oklahoma | |
| Tree Dr., LLC | Oklahoma | |
| Eagle Rock Freight | Oregon | |
| Blake Marine Group | Pennsylvania | |
| Davidson Trucking | Pennsylvania | |
| Antilles Power Depot, Inc | Puerto Rico | |
| Garden Max and Power Equipment | Puerto Rico | |
| Green Group, Inc. | Puerto Rico | |
| RZ Contractors, Inc | Puerto Rico | |
| Buddin Construction | South Carolina | |
| Comeback Rentals | South Carolina | |
| Creative Fence Concepts | South Carolina | |
| DTS Inc. | South Carolina | |
| Ferrell Construction | South Carolina | |
| State Tree Service, LLC | South Carolina | |
| Willis Recovery LLC | South Carolina | |

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|---|---|---|
| Dysart Trucking | South Dakota | |
| Hodkinson Construction | South Dakota | |
| Jacobsen Tree Experts | South Dakota | |
| John Nelson Trucking | South Dakota | |
| Lacey Rentals | South Dakota | |
| Robert Bungert | South Dakota | |
| 4 Corners Truck Service | Tennessee | |
| DeLoy Brown Petroleum LLC | Tennessee | |
| Industrial Rubber | Tennessee | |
| Isis Tree | Tennessee | |
| Robinson Tree Service, Inc. | Tennessee | |
| Southeast Mowing, LLC | Tennessee | |
| Stowers Machinery Corp | Tennessee | |
| Yardworks, Inc. | Tennessee | |
| 1st Fire Safety | Texas | |
| 3TM Transport LLC | Texas | |
| A & W Water Well Service | Texas | |
| A Line Auto Parts | Texas | |
| A-1 Tire & Service | Texas | |
| Aaron Johnson | Texas | |
| ABC Erosion Control, Inc | Texas | Yes |
| Absolute Diesel | Texas | |
| Action Propane | Texas | |
| Action Roll-Offs, Inc | Texas | Yes |
| Adobe Machinery Services, LLC | Texas | |
| Advanced Flame Cutting & Steel, Inc. | Texas | |
| Airgas - Mid South | Texas | |
| Alamo Welding Supply Co., Inc. | Texas | |
| All Star Land Surveying | Texas | |
| Art's Truck & Equipment | Texas | |
| Aspen Tree Service | Texas | |
| Austin Brake & Clutch Supply, Inc. | Texas | |
| Bane Machinery Houston, LP | Texas | |
| BFI Colonial Landfill | Texas | |
| Big Bird Tree Service | Texas | |
| Binswanger Glass | Texas | |
| Black Rose Steel & Trading | Texas | Yes |
| Blue Beacon Truck Wash | Texas | |
| Blue Ridge Landfill Texas LP | Texas | |
| BlueLine Rental | Texas | |
| Bobcat Quality Equipment | Texas | |

| | | |
|---|---|---|
| Burkett Construction | Texas | |
| C.J. Express, Inc. | Texas | |
| Capitol Auto Parts | Texas | |
| Capitol Bearing Service | Texas | |
| Capitol Hydraulics | Texas | |
| Cedar Park Wrecker & Recovery Service | Texas | |
| Charles Gamelin | Texas | |
| Chrome Enterprises | Texas | |
| Complete Environmental Product | Texas | |
| Crocker Crane Rentals | Texas | |
| Dennis Sissell | Texas | |
| Diesel Specialists | Texas | |
| Diesel Tech Services, Inc | Texas | |
| Diversified Machining Inc | Texas | |
| Double Diamond Heavy Haul | Texas | |
| Dusty Berryhill | Texas | |
| DVT Freightways | Texas | Yes |
| Earthco Landscape Construction | Texas | Yes |
| Eggemeyer Land Clearing, LLC | Texas | Yes |
| Environmental Allies | Texas | |
| Equipment and Diesel Techs | Texas | |
| Fabcon Products, Inc. | Texas | |
| Fleetcard, Inc | Texas | |
| Flex Supply | Texas | |
| Francisco Perez | Texas | |
| Franks Nursery | Texas | |
| Freightliner of Austin | Texas | |
| Fresno Fence | Texas | |
| GAC Equipment, LLC | Texas | |
| Golden Triangle Landfill | Texas | |
| Greenseen | Texas | |
| Green Planet, Inc. | Texas | Yes |
| Gulley-Hurst Landfill | Texas | |
| H2eco Bulk Water | Texas | |
| Herc Rentals Inc | Texas | |
| Hertz Equipment Rental | Texas | |
| Hi-Line | Texas | |
| Highway Barricades and Services, Inc. | Texas | Yes |
| Holt Cat | Texas | |
| Holtsy/ Carlson Equipment Co. | Texas | |
| Houston Bearing | Texas | |

| | | |
|---|---|---|
| Hudgins Co. | Texas | |
| Hydraulic Specialists, Inc | Texas | |
| Hydraulics of Texas | Texas | |
| Iron Horse | Texas | |
| ISNetwork | Texas | |
| JTB Demolition Services | Texas | |
| Just Hydraulics & Mechanics | Texas | |
| Kenneth Caplan | Texas | |
| King Jehu Trucking, Inc | Texas | |
| Labor Ready | Texas | |
| Lampasas Trucking | Texas | |
| Land and Sea Services | Texas | |
| Liberty Hill Truck Service | Texas | |
| Llano River Fence | Texas | Yes |
| Longhorn INT Truck | Texas | |
| Lyellco, Inc | Texas | Yes |
| Matoka, Inc | Texas | |
| Mayo Mulch, Sand, and Gravel, Inc. | Texas | |
| McLaughlin Transport, LLC | Texas | |
| Mike Berryhill | Texas | |
| Mimbres Tree & Debris | Texas | |
| Monge Trucking | Texas | |
| Motion Industries | Texas | |
| Mustang Cat | Texas | |
| Mustang Rental | Texas | |
| Naegli Transportation | Texas | |
| Novus Wood Group | Texas | |
| Onsite Diesel | Texas | |
| Pacesetter Personnel Services | Texas | |
| Peninsula Marine | Texas | |
| PeopleReady Florida, Inc. | Texas | |
| Port Lavaca Plumbing | Texas | |
| Precision Tracking Solutions | Texas | |
| Precision Truck & Trailer | Texas | |
| Pro Glass | Texas | |
| R & R Tire Service | Texas | |
| R & S Tractor & Dump Truck Service | Texas | |
| RAM Products LTD | Texas | |
| Red River Equipment | Texas | |
| Redwine Enterprises, Inc. | Texas | Yes |
| Regional Traffic Services | Texas | |

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|---|---|---|
| Reid Services | Texas | |
| Rene Bates Auctioneers, Inc. | Texas | |
| River City Hose and Supply, Inc. | Texas | |
| Rock Plus | Texas | |
| Romco Equipment Company | Texas | |
| RSC Equipment Rental | Texas | |
| Rush Truck Center | Texas | |
| Southern Tire Mart | Texas | |
| Spartan Divers | Texas | |
| Sprint - Fort Bend County Landfill | Texas | |
| Stewart & Stevenson | Texas | |
| Suncoast | Texas | |
| Sundance Fuels | Texas | |
| TDH Transport | Texas | Yes |
| Texas Disposal System | Texas | |
| Texas Hydraulics | Texas | |
| Texas Outhouse | Texas | |
| Texas Welding Supply Co. | Texas | |
| Three-B's Stump Removal | Texas | |
| Tire & Truck Masters | Texas | |
| Titan Sandblasting & Coating | Texas | |
| TNK Services | Texas | Yes |
| Tucker Oil Co. | Texas | |
| United Rentals | Texas | |
| United Site Services of Florida Inc. | Texas | |
| Vanguard Truck | Texas | |
| Vermeer Equipment | Texas | |
| Walt Pene Trucking | Texas | |
| Waste Connections Seabreeze | Texas | |
| Waukesha-Pearce Industries, LLC | Texas | |
| WCA Waste Corporation | Texas | |
| Wingfoot Commercial Tire Systems LLC | Texas | |
| Off Duty Services | Texas | Yes |
| Flex Fleet Rental LLC | Utah | |
| Kitchen Corps, Inc | Virginia | Yes |
| Medek Tree Service | Virginia | Yes |
| Southern Transportation, LLC | Virginia | |

## Subcontractor Registration

Subcontractors interested in doing business with TFR can register at www.tfrinc.com.

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

# Subcontractor Registration

Ready. React. Respond. Recover.

If you are interested in becoming a subcontractor with TFR Inc., please complete the form below. Someone will contact you shortly.

**Company Name** *

**Federal Identification Number (EIN or SS#)** *

For more information go to http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-EIN

**Dun & Bradstreet (DUNS) Number**

**ISNetworld # (if Applicable)**

**What is your Business Size and Classification? In comments please list Certifying Agency and corresponding number**

- ☐ Large Business (LB)
- ☐ Small Business (SB)
- ☐ Small Disadvantaged Business (SDB)
- ☐ HUBZone Small Business
- ☐ 8a Designation
- ☐ Woman-Owned Small Business (WOSB)
- ☐ Veteran-Owned Small Business (VOSB)
- ☐ Service-Disabled Veteran-Owned Small Business (SDVOSB)

**What services does your business provide?**

- ☐ Emergency Road Clearance
- ☐ Debris Collection
- ☐ Site Management
- ☐ Debris Reduction
- ☐ Tree Trimming and Removal
- ☐ Hauling
- ☐ Permitted Solid Waste Facility
- ☐ Stumps
- ☐ Snow Removal
- ☐ Project Staffing
- ☐ Marine Debris Removal
- ☐ Sand Screening
- ☐ Recycling
- ☐ Household Hazardous Waste

**What equipment is owned by your business? (not contracted equipment)**

## Innovative Concepts

TFR Enterprises continually develops and applies innovative concepts to enhance the efficiency and effectiveness of disaster recovery services:

**1. Advanced Pre-Planning and Resource Staging**

- Strategically pre-positioning equipment and resources outside potential impact zones to enable immediate mobilization.
- Comprehensive operational planning tailored to each client's unique needs, ensuring seamless project execution.

**2. Integrated Mobile Command Units**

- Deployment of fully equipped mobile command units to improve coordination, communication, and responsiveness during disaster recovery operations.

**3. Specialized Equipment Utilization**

- Using industry-leading Diamond Z Tub Grinders for rapid vegetative debris reduction.
- Implementing barge-mounted cranes and grapples for debris removal in waterway and flood management systems.

**4. Dynamic GIS Mapping and Grid Systems**

- Employing geographic information system (GIS) technology to optimize debris collection routes and streamline quality control processes.
- Dividing affected areas into grids to maximize productivity and simplify oversight.

**5. Sustainability and Recycling Initiatives**

- Incorporating debris recycling into operations to reduce landfill waste and repurpose materials for beneficial uses.
- Offering environmentally conscious solutions like mulching and composting vegetative debris.

**6. Strong Emphasis on Self-Performance**

- Minimizing reliance on subcontractors by leveraging company-owned equipment and in-house personnel to ensure consistent quality and accountability.

**7. Client-Centric Flexibility**

- Adapting quickly to changing project scopes, such as integrating additional work like floodwater debris removal, to meet evolving client needs.

TFR's innovative strategies ensure timely, cost-effective recovery efforts while maintaining the highest standards of safety, quality, and client satisfaction.

## Cost Containment Approaches

TFR Enterprises is committed to delivering disaster recovery services that are both high-quality and cost-effective. We implement innovative strategies and operational efficiencies to ensure clients achieve maximum value without compromising on safety, responsiveness, or project outcomes. Below are our key cost containment approaches, expanded for clarity and emphasis:

| | |
|---|---|
| **Self-Performance Capability** | -Utilizing company-owned equipment and in-house personnel for critical tasks reduces reliance on subcontractors and minimizes additional costs.<br>-Managing large-scale projects internally to maintain cost control and operational efficiency. |
| **Economies of Scale** | -Leveraging extensive resources and a nationwide network of subcontractors to negotiate competitive rates for materials, equipment, and services.<br>-Streamlining procurement processes to reduce overhead expenses. |
| **Resource Pre-Positioning** | -Strategically staging equipment and supplies near anticipated impact zones to minimize mobilization time and costs. |
| **Efficient Logistics Management** | -Deploying fuel trailers, parts, and maintenance crews to minimize downtime and eliminate costly interruptions.<br>-Centralized coordination of transportation and resource allocation to reduce inefficiencies. |
| **Optimized Operations Planning** | -Using GIS mapping and grid-based systems to plan debris collection routes, reducing fuel consumption and operational time.<br>-Prioritizing high-impact areas to maximize recovery efforts within budget constraints. |
| **Recycling and Repurposing Initiatives** | -Incorporating debris recycling programs to reduce disposal costs and create reusable materials.<br>-Transforming vegetative debris into mulch or compost to generate sustainable, cost-effective solutions. |
| **Strong FEMA Compliance Expertise** | -Ensuring projects align with FEMA guidelines to maximize client reimbursement opportunities. |
| **Financial Stability** | -TFR's robust financial resources allow project funding without delays, avoiding costly stoppages or inefficiencies. |

By integrating these cost-containment strategies into every phase of a project, TFR Enterprises ensures that disaster recovery efforts remain financially sustainable while maintaining the highest standards of safety, quality, and efficiency.

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:** ,

1. PROJECT: 4 2 DATE: 10 1 2024

   LOCATION: 229

   609, 2

   , 2 40

OWNER REPRSENTATIVE: Name:

Title:

Email: .

2. PROJECT: 4 4 DATE: 09 202 11 202

   LOCATION: 450

   , 61,450

   , 2 44

OWNER REPRSENTATIVE: Name:

Title:

Email: .

3. PROJECT: 4 2 DATE: 10 9 2024

   LOCATION: 124

   514, 4

   ,

OWNER REPRSENTATIVE: Name:

Title:

Email: .

## Additional Florida Experience

Most state and federal government agencies are prohibited from providing written references. For example, TFR Enterprises removed 3.5 million cubic yards of debris for the Florida Department of Transportation following Hurricane Idalia in 2023; however, they are not permitted to provide a formal reference for these services.

To assist the City of Plantation in evaluating our qualifications, we have provided a list detailing the extensive number of debris removal operations we have conducted within Florida over the last eight years. Most of our debris management efforts are concentrated within the state, supported by two local offices to ensure efficient and responsive delivery of service.

| Project Dates | Contracting Agency | Description of Work | Contract Amount | Volume |
|---|---|---|---|---|
| **09/24 to 11/24** | **City of Leesburg**<br>Neil Gaines 352-571-0989<br>Neil.gaines@leesburgflorida.gov | Emergency Debris Removal, Reduction, & Disposal<br>**Hurricane Helene DR4828** | TBD | TBD |
| **10/24 to Present** | **Madison County** | Emergency Debris Removal, Reduction, & Disposal<br>**Hurricane Helene DR4828** | TBD | 609,372 CY to Date |
| **09/24 to Present** | **Florida DEP, FL**<br>Wes Howell 850-528-3576<br>wes.howell@dep.state.fl.us | Emergency Debris Removal, Reduction, & Disposal Waterway Debris Removal-<br>**Hurricane Helene DR4828** | TBD | TBD |
| **09/23 to Present** | **Florida DOT- Hamilton County**<br>Kevin Couey 386-961-7059<br>John.couey@dot.state.fl.us | ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal-<br>**Hurricane Idalia DR4734** | $14,129,937.00 to Date | 791,500 CY 43,125 Trees |
| **09/23 to Present** | **Florida DOT- Dixie County**<br>Mark Hanna 352-493-6870<br>Mark.hanna@dot.state.fl.us | ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal-<br>**Hurricane Idalia DR4734** | $4,714,688.00 to Date | 334,250 CY 10,600 Trees |
| **09/23 to Present** | **Florida DOT- Madison County**<br>Tim Whitley 352-381-4329<br>Timothy.whitley1@dot.state.fl.us | ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal-<br>**Hurricane Idalia DR4734** | $15,098,597.00 to Date | 978,000 CY 48,095 Trees |
| **09/23 to Present** | **Florida DOT- Suwannee County**<br>Kevin Couey 386-961-7059<br>John.couey@dot.state.fl.us | ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal-<br>**Hurricane Idalia DR4734** | $18,622,181.00 to Date | 1,200,000 CY 83,435 Trees |
| **09/23 to Present** | **Florida DEP**<br>Wes Howell 850-528-3576<br>wes.howell@dep.state.fl.us | ROW Debris Removal Reduction, Disposal, and Hazardous Tree Removal-<br>**Hurricane Idalia DR4734** | $5,399,718.00 to Date | 143,258 CY 12,535 Trees |
| **09/23 to 11/23** | **Jefferson County, FL**<br>Shannon Metty 850-342-0223<br>smetty@jeffersoncountyfl.gov | ROW Debris Removal Hazardous Tree Removal<br>**Hurricane Idalia DR4734** | $1,138,239.00 | 61,450 CY 8,400 Trees |
| **09/23 to 10/23** | **Hernando County, FL**<br>Stephen Stack 352-754-4060<br>sstack@co.hernando.fl.us | ROW C&D Debris Removal<br>**Hurricane Idalia DR4734** | 107,720.00 | 6,500 CY |
| **10/22 to 10/23** | **Florida DEP, FL**<br>Wes Howell 850-528-3576<br>wes.howell@dep.state.fl.us | Emergency Debris Removal, Reduction, & Disposal Waterway Debris Removal-<br>**Hurricane Ian DR4673** | $12,986,000.00 | 111,000 CY & 4,000 Hazardous Trees |

| Project Dates | Contracting Agency | Description of Work | Contract Amount | Volume |
|---|---|---|---|---|
| **10/22 to 11/22** | **City of Lake Mary, FL**<br>Bruce Paster 407-585-1452<br>bpaster@lakemaryfl.com | Emergency Debris Removal & Disposal-**Hurricane Ian DR4673** | $212,000.00 | 939 Hours |
| **10/22** | **State College of FL Manatee, FL**<br>Rebecca Ferda 941-752-5342<br>ferdar@scf.edu | Emergency Debris Removal & Disposal-**Hurricane Ian DR4673** | $28,890.00 | 2,646 CY |
| **10/22 to 12/22** | **Lake County, FL**<br>Mary Hamilton 352-253-6006<br>mary.hamilton@lakecountyfl.gov | Emergency Debris Removal, Reduction, & Disposal-**Hurricane Ian DR4673** | $1,923,459.00 | 88,000 CY |
| **10/22 to 11/22** | **FL Southwestern State College, FL**<br>Mat Mason 239-985-3497<br>matthew.mason@fsw.edu | Emergency Debris Removal & Disposal-**Hurricane Ian DR4673** | $429,492.00 | 12,687 CY & 1,390 Hours |
| **09/22** | **FLDOT – District 02, FL**<br>Brad Long 386-961-7067<br>bradford.long@dot.state.fl.us | 72-Hour Push-**Hurricane Ian DR4673** | $12,500.00 | Standby Cut & Toss Crews |
| **01/19 to 04/19** | **Tyndall Airforce Base, FL**<br>Johnny Walker 850-283-1378<br>johnny.walker.4@us.af.mil | Debris Removal & Final Disposal-**Hurricane Michael DR4399** | $2,314,186.00 | 151,000 CY |
| **10/18 to 07/19** | **(KBR) Tyndall Airforce Base, FL**<br>Bee Trajkovski 713-753-5872<br>brankica.trajkovski@kbr.com | AFB Emergency Debris Hauling & Reduction-**Hurricane Michael DR4399** | $11,355,773.00 | 71,500 Hours |
| **12/17 to 04/18** | **Miami-Dade, FL**<br>Jennyfer Calderon 305-375-5312<br>jennyfer.calderon@miamidade.gov | ROW Hauling & Debris Reduction-Hurricane Irma **DR4337** | $4,450,000.00 | 104,500 CY |
| **09/17 to 10/17** | **Florida Turnpike, FL**<br>Maria Connolly 954-934-1209<br>maria.connolly@dot.state.fl.gov | ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337** | $2,404,647.00 | 740 CY & 5,436 Hazardous Trees |
| **09/17 to 11/17** | **FLDOT-District 1, FL**<br>Amy Perez 863-519-2316<br>amarilys.perez@dot.state.fl.gov | ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337** | $6,934,050.00 | 77,500 CY & 5,625 Hazardous Trees |
| **09/17 to 11/17** | **FLDOT-District 2, FL**<br>Jennifer Curls 38-961-7561<br>jennifer.curls@dot.state.fl.gov | ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337** | $2,682,704.00 | 18,736 CY & 6,419 Hazardous Trees |
| **09/17 to 02/18** | **FLDOT-District 5, FL**<br>Victor LoPiccolo 386-943-5287<br>victor.lopicollo@dot.state.fl.gov | Debris Removal, Hauling, Disposal, Street Sweeping, & Emergency Push Crews-Hurricane Irma **DR4337** | $3,018,580.00 | 45,000 CY, 918 Miles, & 4,500 Hazardous Trees |
| **09/17** | **FLDOT-District 7, FL**<br>Anita Mountjoy 813-975-6442<br>anita.mountjoy@dot.state.fl.gov | ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337** | $46,704.00 | 1,700 CY & 68 Hazardous Trees |
| **09/17 to 02/18** | **City of Plantation, FL**<br>Steve Rodgers 954-452-2535<br>srodgers@plantation.org | ROW & Waterway Debris Removal-Hurricane Irma **DR4337** | $8,200,063.00 | 500,000 CY & 12,000 Hazardous Trees |
| **09/17 to 01/18** | **City of Homestead, FL**<br>Maria Pineda 305-224-4772<br>mpineda@cityofhomestead.com | ROW Debris Removal, Reduction, Final Disposal, & Emergency Push Crew-Hurricane Irma **DR4337** | $3,568,027.00 | 153,600 CY, 3,600 Hazardous Trees, & 6,150 Hours |

| Project Dates | Contracting Agency | Description of Work | Contract Amount | Volume |
|---|---|---|---|---|
| **10/17 to 12/17** | **St. John's County, FL**<br>Benjamin Bright 904-209-0252<br>bbright@sjcfl.us | ROW Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337** | $622,235.00 | 2,100 Hazardous Trees |
| **10/16 to 02/17** | **Port St. Lucie, FL**<br>Richard Perkins 772-344-4263<br>rperkins@cityofpsl.com | ROW Debris Removal, Reduction, & Haul Out-Hurricane Matthew **DR4283** | $2,706,514.00 | 100,800 CY & 5,775 Hazardous Trees |
| **10/16 to 01/17** | **FLDOT-District 3, FL**<br>Rick Coe 386-740-3490<br>frederick.coe@dot.state.fl.us | Clearance Debris Removal, Reduction, & Disposal. Street Sweeping, Inlets Vacuuming, & Sand Hauling-Hurricane Matthew **DR4283** | $12,299,889.00 | 146,805 CY & 57,000 Hazardous Trees |
| **10/16 to 12/16** | **FLDOT-District 3, FL**<br>Amanda Mauldin 850-330-1364<br>amanda.mauldin@dot.state.fl.us | ROW Debris Removal & Sea Grass Removal-Hurricane Matthew **DR4283** | $1,480,308.00 | 15,600 CY & 6,030 Hazardous Trees |
| **10/16 to 12/16** | **FLDOT-District 2, FL**<br>Jennifer Smith 386-943-5367<br>jennifer.smith2@dot.state.fl.us | ROW Debris Removal & Disposal-Hurricane Matthew **DR4283** | $1,307,107.00 | 3,400 CY & 6,650 Trees |

## Company Experience on Projects of Similar Scope

| Florida Department of Transportation | | |
|---|---|---|
| a. | **Point of Contact** | Kevin Rogers<br>District Construction Service Manager<br>Office: 386-961-7416<br>Email: kevin.rogers@dot.state.fl.us |
| b. | **Event Details** | Dixie, Suwannee, Hamilton, and Madison Counties<br>Hurricane Idalia, DR4734<br>09/2023 to 04/2024 |
| c. | **Contract Value** | $52,565,466.00 |
| d. | **Key Personnel Assigned** | Operations Manager, Sharon Lyell<br>Project Manager, Mel Utterback<br>Health & Safety, Roger Barfield<br>Site Manager, Kevin Rolison<br>Contract Manager, Tiffany Jean |
| e. | **Scope of Work** | -Vegetative Debris Removal<br>-C&D Debris Removal<br>-Hazardous Tree Removals |
| f. | **Quantity of Debris Removed** | 3,282,724 CY of Veg<br>21,026 CY of C&D<br>185,255 Hazardous Tree Removals |

On August 30th, 2023, Hurricane Idalia made a historic landfall in North Central Florida. With recorded wind speeds of up to 125mph, the heavily wooded geography of this area sustained widespread damage. Due to the low population density, and high poverty levels of this region, the Florida Department of Transportation entered into a mutual aid agreement to assist the affected counties with debris removal and recovery operations. TFR crews assisted with the initial road clearance efforts under a pre-event contract which was in place with FDOT District 2.

One week after landfall, FDOT was ready to move from the initial emergency response into their long-term recovery efforts. On September sixth, six individual contracts were let for bid by FDOT, for debris removal operations in the affected counties. On September 8th, TFR Enterprises was awarded four of these six, covering all operations in Hamilton, Madison, Suwannee, and Dixie counties in Florida. Due to the magnitude of this storm, a swift response was imperative. Within 48 hours of receiving notice to proceed from the Department, TFR Enterprises dispatched 25 double-hauling units, and 15 aerial bucket trucks with traffic control personnel and devices to each county. The logistics involved with mobilizing 160 crews in this short time was challenging but allowed TFR to showcase our extensive network of resources when the residents of Florida needed it most.

Within 72 hours of NTP, TFR Enterprises began securing private land lease agreements, and established debris management sites, for storage and processing of the recovered materials. Accomplishing this in as little time as possible was of the utmost importance, as this allows us to begin removing right-of-way debris without delay.

With resources in place, and disposal sites opened, TFR Enterprises began the daunting process of mitigating the hazards left behind by this Category 3 hurricane. Crews worked tirelessly from sun-up to sun-down, 7 days a week, removing debris and hazardous trees from the county and state-maintained

highway systems. Over the next 5 months, TFR crews would ultimately collect 3.2 million cubic yards of debris from the public ROW, over 30,000 cubic yards of private property debris, and remove roughly 160,000 hazardous limbs and trees.

Collecting the debris is only half of the burden following a storm. These materials must be processed, reduced, and disposed of. With limited landfills in this area, finding an alternate disposal stream was crucial to avoid overfilling the existing facilities. TFR Enterprises leveraged our years of experience with materials recycling to locate, and permit alternative disposal options, using the reduced vegetative materials as agricultural soil amendments. Over 500,000 cubic yards of mulch were hauled to privately owned lands and recycled through this effort. This not only significantly lessened the impacts to local landfills, but also provided substantial cost savings to the Florida Department of Transportation.

**Project Spotlight**
**Reduction Site**



From the initial emergency road clearance to the final disposal of recycled materials, TFR Enterprises fully supported the Florida Department of Transportation in providing an efficient, cost-effective, and FEMA-reimbursable recovery to the residents of North Central Florida. Our expertise and years of experience in this industry allowed TFR Enterprises to accomplish this large-scale mission with minimal setbacks or delays and return a sense of normalcy to the affected area and its residents.

| Florida Department of Environmental Protection | | |
|---|---|---|
| **a.** | **Point of Contact** | Wes Howell, Bureau Chief<br>Division of Recreation and Parks<br>Office: 850-245-3112<br>Email: wes.howell@floridadep.gov |
| **b.** | **Event Details** | Delnor Wiggins Pass State Park<br>Hurricane Ian, DR4673<br>11/2022 to 04/2023 |
| **c.** | **Contract Value** | $3,409,902.98 |
| **d.** | **Key Personnel Assigned** | Operations Manager, Sharon Lyell<br>Project Manager, Mel Utterback<br>Health & Safety, Roger Barfield<br>Contract Manager, Tiffany Jean |
| **e.** | **Scope of Work** | -Vegetative Debris Removal<br>-C&D Debris Removal<br>-Demolition<br>-Sand Screening<br>-Beach Restoration<br>-Mangrove Cleaning<br>-Hazardous Tree Removals |
| **f.** | **Quantity of Debris Removed** | 58,095 CY of Sand<br>12,249 CY of Veg<br>7,981 CY of C&D<br>9,597 CY of Demolition<br>190 Acres of Mangroves<br>150 Hazardous Tree Removals |

On September 28th, 2022, Hurricane Ian landed on the southern coast of Florida as a category 4 storm. Initial landfall occurred near Cayo Costa Florida, with wind speeds reaching 140+mph, and storm surge inundation totaling 15' or more in areas. The damage left behind by this storm impacted many state parks managed by the Florida Department of Environmental Protection, with whom TFR Enterprises holds a disaster response contract.

Immediately following this storm TFR management was dispatched by FDEP to survey the impacts at Delnor Wiggins Pass State Park in Naples, Florida. Located just 50 miles from the landfall of this monstrous hurricane's eye, Delnor Wiggins suffered extensive damage. The single access road for the park was piled with sand ranging from 2' in depth up to almost 10' in places. All nine structures were demolished or damaged beyond repair. The once wooded areas between the beach and the parking area had been turned into a mangled pile of downed trees, and debris littered the mangroves that encompass half of the park property. Knowing that this park not only has economic significance, but also ecological, TFR Enterprises worked quickly to develop a recovery plan and set it into motion.

This process began by clearing the access road using heavy machinery and moving displaced sand into lots within the park for stockpiling. Once a clear route was established, TFR utilized experienced arborists to inspect the wooded areas and remove any hazardous trees. Haul units were then dispatched to remove the vegetative material piled by these arborists.

After establishing a route for ingress and egress, TFR management met with park managers, state biologists, and the volunteer group that serves as a stewardess for the park, to develop a plan for restoration of the beach. This started with the removal of the damaged structures. Heavy equipment was utilized to remove and dispose of the nearly 10,000 linear feet of bathhouses, ranger stations, and dwellings. Next, biologists marked off sensitive areas including tortoise burrows, endangered cacti, and other habitats in need of protection. Multiple trommel screens, stacking belts, wheel loaders, excavators, and off-road trucks were then deployed to the beach side of the park. TFR crews worked from sun-up to sun-down, Monday through Sunday, screening this sand for debris left behind by Ian. Over 58,000 cubic yards of sand were removed, sifted clean, and returned to the beach.

Simultaneously with sand screening operations, TFR headed up the daunting task of returning the mangroves of the park, to their pre-storm condition. Ian left tons of large debris entangled within the 190-acre mangrove forest. To protect the mangroves from machinery impacts, TFR utilized a 20-man crew to hand clean this extremely sensitive and important ecosystem. Debris was cut into pieces that could be carried and then passed down the assembly line of workers, to be piled by the park access road, where haul crews could remove it for final disposal.

Within a few short months, TFR Enterprises evaluated, planned, and executed the recovery of Delnor Wiggins Pass State Park with minimal environmental impacts, allowing residents and visitors to once again enjoy the white sand, wildlife, and sunset views that make this beach a local favorite.

**Project Spotlight**



**Before and After Beach Restoration**



"I am so grateful for each and every one of the amazing individuals that brought our park back to life and would recommend TFR Enterprises without hesitation of reservation."

**~Amy Modglin, Modglin Leadership Solutions**

**Additional Task Orders Assigned by Florida DEP in Response to Hurricane Ian:**

| | | |
|---|---|---|
| Lake Manatee | Cayo Costa | Koreshan |
| Cockroach Bay | Gamble Plantation | Sebastian Inlet |
| Charlotte harbor Preserve | Florida Keys Overseas | Estero Bay |
| Stump Pass | Indian Keys | Lovers Key |
| Washington Oaks | James Van Fleet | Don Pedro |
| Highland Hammock | Oscar Scherer | Gasparilla |
| Hillsborough | Myakka River | Lake Louisa |

| Kentucky Transportation Cabinet | |
|---|---|
| **a. Point of Contact** | Laura Hagan<br>Purchasing Director<br>Office: 502-782-3980<br>Email: laura.hagan@ky.gov |
| **b. Event Details** | Ice Storm, DR4592<br>05/2021 to 10/2021 |
| **c. Contract Value** | $4,297,152.00 |
| **d. Key Personnel Assigned** | Operations Manager, Sharon Lyell<br>Project Manager, Mel Utterback<br>Health & Safety, Roger Barfield<br>Contract Manager, Tiffany Jean |
| **e. Scope of Work** | -Vegetative Debris Removal<br>-Hazardous Tree Removals |
| **f. Quantity of Debris Removed** | 36,050 Tons of Veg |

On February 8th, the state of Kentucky endured an ice storm event that left more than 150,000 homes without power. Many of these power outages were caused by broken, twisted, and uprooted trees that could not handle the sheer weight of the accumulated ice. This was only the beginning of their battle. Once the ice began to melt, the influx of water exceeded the capacity of the creeks, rivers, and drainage systems, leading to flooding in many areas. Once the power was restored and flooding had receded, the state worked to secure FEMA funding and procure contractor assistance with debris and hazardous tree removal. The quantities of debris left behind were far more than they were capable of handling with in-house or force-account labor.

TFR Enterprises was awarded a contract by the Kentucky Transportation Cabinet in May of 2021 to remove ice storm and flood debris from state rights-of-way in ten eastern Kentucky counties. TFR management arrived on site within 24 hours of contract activation and immediately started mobilizing equipment. TFR crews removed more than 100 tons of debris within the first 72 hours following the notice to proceed.

**Project Spotlight**



Because of the region's geography, which includes steep embankments, high rock walls, deep valleys, and small winding roads, TFR needed to use specialized equipment to fully service the client's needs. A fleet of excavators, skilled operators, grapple trucks, sawmen, and traffic control personnel were deployed. Over 14,000 tons of garbage and thousands of hazardous trees were removed by these crews, who worked nonstop. TFR cleared more than double the expected quantities of debris from KYTC rights-of-way in the first 30 days of work. TFR's capacity to overcome hurdles while exceeding our client's expectations was demonstrated throughout the contract, resulting in the effective completion of the work we were tasked with.

## Key Staff Experience and Qualifications

### Experience and Qualifications of Key Personnel

TFR has assembled a team with a combined 155 years of experience in emergency debris removal, reduction, and management services. From Hurricane Andrew to the devastating effects of Hurricane Ida, TFR personnel have participated in relief efforts across the country, on different continents, and in varying debris capacities. As one of the most experienced project teams in the industry, agencies are contracting with a company deeply rooted in customer value, experience, and expediency. These principles, on which TFR is built, drive our current customer relationships and further the growth of the company.

Our team has a complete understanding of the roles, responsibilities, lines of communication, and challenges involved with rapid deployment in disaster scenarios. They can handle any debris mission they are tasked with. The TFR team has proven field-tested debris damage assessment, removal, reduction, disposal, and overall debris management experience associated with responding to natural and man-made disasters.

### TFR's Management Team

| Key Personnel | Contact Information | Worked Together | Industry Experience | Disaster Experience |
|---|---|---|---|---|
| **Sharon Lyell** Operations Manager | sharon@tfrinc.com (512) 576-3000 | ✓ | **18 Years** | HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING |
| **Tiffany Jean** Contract Manager | tiffany@tfrinc.com (512) 565-0710 | ✓ | **16 Years** | HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING |
| **Glen Tucker** Project Manager | tiffany@tfrinc.com (870) 223-6053 | ✓ | **20 Years** | HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING |
| **Kevin Rolison** Project Manager | kevin@tfrinc.com (512) 944-8766 | ✓ | **21 Years** | HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING |
| **Melvin Utterback** Project Manager | melvin@tfrinc.com (606) 776-9782 | ✓ | **19 Years** | HURRICANE, TORNADO, FIRE, ICE / SNOW, FLOODING |
| **Steven Vinyard** Project Manager | steven@tfrinc.com (512) 619-1087 | ✓ | **8 years** | HURRICANE, ICE / SNOW, FLOODING |
| **Roger Barfield** Safety Manager | roger@tfrinc.com (407) 868-0568 | ✓ | **7 Years** | HURRICANE, TORNADO, ICE / SNOW, FLOODING |

**Snapshot of Certifications**

- ☑ **United States Army Corps of Engineers,** Construction Quality Management
- ☑ **United States Army Corps of Engineers,** 30-Hour Construction Safety
- ☑ **United States Army Corps of Engineers,** Safety Level 2 Assessment
- ☑ **United States Army Corps of Engineers,** Debris Level Two
- ☑ **National Incident Management System** ICS-100,200,700,703,706,800
- ☑ **OSHA** 40-Hour HAZWOPER

**Operations Manager:** The operations manager will supervise and direct all field operations for TFR. In addition to the execution of field operations, the operations manager will ensure full compliance with all corporate, municipal, state, and federal safety and environmental policies. Duties also include:

- Direct all project managers, site managers, and safety officers.
- Assign company-owned and subcontractor resources to debris zones, ensuring that the equipment placed in each zone is the most efficient, depending upon the zone's geographic and demographic constitution.
- Maximization of debris stream recycling if possible

**Contract Manager:** The contract manager will be the ultimate liaison between the client and TFR for the entirety of the debris mission. The contract manager will be available 24 hours per day, 7 days per week, with redundant communication capabilities including cell phones, satellite phones, and email. His/her responsibilities will include:

- Primary client/consulting firm point of contact.
- Receipt of client direction and development of a corporate strategy to best fulfill the client's needs.
- Communicate with the operations manager regarding mobilizing resources.
- Supervise and execute contract documents.
- Ensure all corporate reports and deliverables meet the client's expectations.

**Site Manager:** The site manager is responsible for all operations within their assigned debris management site, including:

- Safety compliance
- Environmental compliance and monitoring at the site.
- Proper debris segregation and reduction
- Coordination of reduction and haul-out schedules

**Project Manager:** The project managers are primarily responsible for the day-to-day operations within the zone(s) to which they are assigned. The responsibilities of the project managers include:

- Ensure all operational processes within their debris zone are being executed to full compliance with the FEMA Debris Management Guide/Public Assistance Program and Policy Guide
- In conjunction with the safety officer, host daily instructional and safety meetings
- Serve as initial contact and point of resolution for any complaints.
- Direct all debris crews to their assigned work zones.
- Execution of daily reports, including the keeping of a daily log of activities within their zone
- Assignment of daily road schedules

**Safety Manager:** The safety manager has complete responsibility and authority over all safety issues at all levels of contract performance including the power to unilaterally alter, suspend, and/or halt any operation or portion thereof that endangers or potentially endangers life, health, and safety or threatens

the protection of the environment. Includes documentation, daily reporting requirements, communication, and conducting onsite training and inspections. The safety manager is responsible for ensuring complete compliance with OSHA, USDOT, DOL, as well as all other applicable regulatory bodies.

### Staffing Approach

With over 400+ on-call personnel across the U.S. and in-house equipment, the TFR team has the capacity and capability to accommodate all contract staffing requirements. We have refined our staffing process, recruiting strategies, and resource management tools to reflect lessons learned over the last decade within a wide range of contingency and disaster support contracts. With contingency-specialized recruiters and new hiring criteria for managers and superintendents, our staffing efforts have kept pace with the personnel requirements of global contingency and disaster support. To employ the most cost-effective means of accomplishing the work (e.g., self-perform, subcontract, combination) our project teams integrate subcontractors when cost beneficial. TFR views staffing as part of an integrated and comprehensive approach to managing and executing contracts and uses named team partners along with nationwide, local, and small businesses to achieve cost and execution efficiency.

Despite the challenges that face all contingency contractors, TFR has had notable success at retaining key personnel. Central to our staffing strategy is a requirements-driven analysis of staffing needs, available resources, and an optimized execution strategy. TFR promotes a culture and work environment that supports employee longevity and satisfaction. We offer industry-competitive compensation and incentives that produce high retention rates and project continuity. Based on experience, we found that a thorough orientation: upfront, proactive, and frequent communication (initial and ongoing), detailed planning for safety, security, comfort, and competitive benefits enhances our ability to retain staff; our major subcontractors employ similar programs to retain personnel. This proven project delivery process has demonstrated our success in fully integrating in-house team members while utilizing local and small businesses on time-sensitive disaster response programs.

The TFR team is committed to identifying the local subcontractors qualified and prepared to support the recovery of their community and plans to utilize them to the extent that they are available and properly licensed. We continuously apprise subcontractors and our internal recruiters of impending requirements. Upon issuance of a task order, our key personnel meet and analyze general requirements and assignments. Area/Sector/Site Managers are selected based on alignment of experience in the technical scope of work, familiarity with the geographic area, language skills, and similar criteria. TFR firmly believes that local contractors provide the most effective means to complete the contract requirements while aiding the local economy after the impact of a disaster. We will exhaust all avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue.

Our operations manager has pre-identified qualified personnel readily available to provide immediate support to TFR once an event is identified and/or a task order is released. The TFR training program ensures that all staff remain ready to deploy and are fully capable of performing tasks safely. Our team meets all technical and quality requirements following systems and procedures for contract execution and oversight including QC, EHS, and security. Training may include in-house staff, subcontractors, and local hires. Our subcontractors will maintain their readiness to respond to an event by ensuring their employees are well-trained and equipment is maintained and properly functioning. Typical training for employees includes certifications for their service area, regularly scheduled technical skill demonstrations with TFR, and environmental health and safety practices and procedures. We do not keep personnel or laborers who cannot adhere to safety policies, as this is of the utmost importance. In addition to training, the TFR team conducts program exercises to validate operating systems and rehearse our response actions for large-scale, short-notice contingency assignments. We deliberately crafted our team to ensure nationwide and regional coverage and provide redundancy in capacity.

One key to successfully staffing - and ultimately executing multiple and concurrent contracts - is balancing the right level of program-level guidance and oversight with the local autonomy and ownership needed for task performance. Our capability to meet, sustain, and manage multiple geographic areas is focused on the numbers and types of personnel resources available nationally and locally that best support contingency scenarios. TFR's organization and coordination methodology are specifically developed for the effective execution and control of multiple simultaneous missions. Our team has a wide range of assets that ensure we can readily provide the correct mix of labor, equipment, and materials for every mission.

Our nationwide resource platform and strategic team facilitate rapid response anywhere in the country, including impacted areas with limited resources. Our team and subcontractors will follow a logistical strategy to staff each project and meet mission requirements in separate regions simultaneously as required. All support staff, subcontractors, and crews will report to the site manager. If an event impacts our operations in Leander, we may relocate to any team office that has the right capabilities, thereby mitigating the risk of a single point of failure. Assignments will be staffed with internal resources from the management team and supplemented with subcontractor resources.

## Organizational Structure

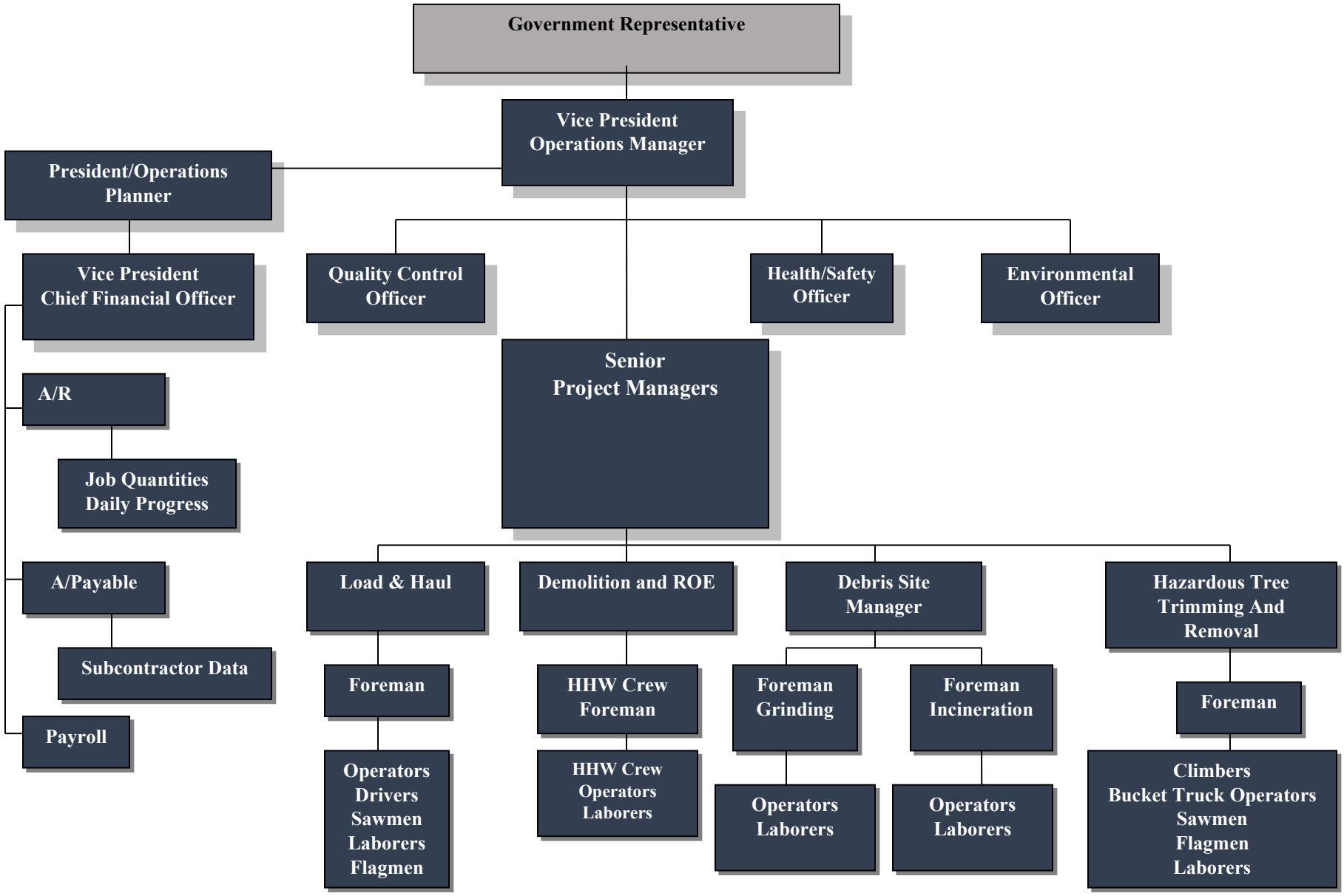

**Tipton Rowland**
**President/Chief Executive Officer**
601 Leander Drive
Leander, Texas 78641
M: (281) 731-4398

**Introduction**

Tipton Rowland founded TFR Enterprises, Inc. in 1989. A disaster services division was added in 1992 to include debris management following disasters such as hurricanes, floods, ice storms, tornados, and earthquakes. Projects that have been undertaken and completed under his supervision include Vegetative and C&D Debris Removal from Rights-of-Way and streams and canals, Temporary Debris Storage and Reduction Site (TDSRS) management, weed and brush control services, tree pruning, trimming and removal services, mulch and compost production services, vegetative debris incineration (Open Burn and Air Curtain), vegetative reduction by grinding, separation and recycling of C&D debris and demolition of residential structures. Mr. Rowland has overseen 350+ separate disaster response projects, which were federally funded by the Federal Emergency Management Agency (FEMA). By providing "hands-on" oversight as President and Chief Executive Officer of TFR Enterprises, Inc., he has successfully performed as a damage assessment evaluator, cost proposal estimator, project supervisor, safety, and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Tornado | Hardin County, TN | 2023 |
| Tornado | City of Jacksonville, AR | 2023 |
| Ice Storm | City of Cedar Park, TX | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Tornado | Hale County, AL | 2023 |
| Ice Storm | City of Cedar Park, TX | 2023 |
| Ice Storm | City of Leander, TX | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Hurricane Ian | Florida Dept of Environmental Protection | 2022 |
| Hurricane Ian | City of Lake Mary, FL | 2022 |
| Hurricane Ian | Lake County, FL | 2022 |
| Tornado | Hale County, AL | 2022 |
| Tornado | City of Pembroke, GA | 2022 |
| Tornado | Fulton County, KY | 2022 |
| Disaster Debris Management Projects | | 1992-2021 |

**Areas of Expertise**

- Director of Debris Management
- TDSR Site Locating
- Pricing of Proposals
- Negotiating Contract Terms
- Maintaining relationships with subcontractors, clients, suppliers, and vendors

**Julie Rowland**
**Chief Financial Officer**
julier@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 751-9799

**Introduction**

Julie Rowland joined TFR Enterprises, Inc. in 1989 and came on board full time after graduating from the University of Memphis with a bachelor's degree. She has been involved in the overall well-being of the company since its formation. Julie has 34 years of experience in Debris Management Operations. She possesses the ability to effectively manage on-site and off-site project personnel and operations management. Julie monitors key metrics on projects and immediately acts to rectify any inefficiencies. Julie has strong relationships with customers, subcontractors, vendors, monitoring firms, and suppliers. Transparency and open communication are key to a successful emergency debris removal contract and that is Mrs. Rowland's approach. Her leadership and ability to work in fast-paced environments make her an important asset on disaster projects. Applying lessons learned from 34 years of involvement in hundreds of projects, she has put processes and procedures in place to ensure compliance and reduce or eliminate the possibility of deficiencies. Her experience in the management of debris removal operations is unparalleled in the industry.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Tornado | Hardin County, TN | 2023 |
| Tornado | City of Jacksonville, AR | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Ice Storm | City of Cedar Park, TX | 2023 |
| Hurricane Ian | Florida DEP | 2022 |
| Hurricane Ian | City of Lake Mary, FL | 2022 |
| Hurricane Ian | Lake County, FL | 2022 |
| Derecho | City of Cedar Rapids, IA | 2022 |
| Avian Flu | USDA, KY | 2022 |
| Winter Strom | Marion County, OR | 2021 |
| Ice storm | Hidalgo County, TX | 2021 |
| Hurricane Ida | City of Bogalusa, LA | 2021 |
| Hurricane Ida | Village of Folsom, LA | 2021 |
| Hurricane Ida | Town of Madisonville, LA | 2021 |
| Ice Storm | KYTC | 2021 |
| Ice Storm | City of Choctaw, OK | 2021 |
| Ice Storm | Oklahoma City, OK | 2021 |
| Disaster Debris Management Projects | | 1992-2020 |

**Education/Certifications**

- Bachelor of Arts- Communications, University of Memphis
- FEMA IS: 035, 037, 100, 101, 700, Debris Management Planning for State, Tribal, and Local Officials
- GHC TS 10: Debris Management & Monitoring RFPs

**Drake Rowland**
**Environmental Manager**
Draker@tfrinc.com
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M: (512) 569-4605

## Introduction

Drake Rowland is the son of the owner Tipton Rowland. He has been working at TFR since he was in high school, spending his summers assisting in any way possible. Drake has first-hand experience from the ground up with all aspects of TFR's work. From assisting our mechanics to running job sites Drake has seen it all. He also graduated from Texas A&M University in 2018 with a bachelor's in mechanical engineering. Since then, he has worked full-time at TFR as the Environmental Manager. In this role he has performed client outreach, ensured TFR compliance with all regulations, and other roles to help TFR run smoothly and grow as a company. Drake has extensive knowledge of the industry and knows what it takes to get the job done efficiently and correctly.

## Recent Notable Events & Projects

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Tornado | Hardin County, TN | 2023 |
| Tornado | City of Jacksonville, AR | 2023 |
| Ice Storm | City of Leander, TX | 2023 |
| Ice Storm | City of Cedar Park, TX | 2023 |
| Texas Floods | Kingsland, Llano Co., Lee Co., TXDOT | 2018 |
| Hurricane Michael | Tyndall Air Force Base, FL | 2018 |
| Hurricane Florence | Camp Lejeune, NC | 2018 |
| Hurricane Florence | Brunswick, Sampson, Duplin, Onslow, NCDOT | 2018 |
| Hurricane Harvey | Victoria, Nueces, and Harris Counties, TXDOT | 2017 |
| California Mudslide | San Bernardino, CA (USACE) | 2017 |
| Hurricane Irma | Miami-Dade, FL | 2017 |
| Hurricane Matthew | District 5, Florida DOT | 2016 |
| Louisiana Floods | District 03 & 61, Louisiana DOT | 2016 |
| Texas Floods | San Marcos & Wimberly, TX | 2015 |

## Education/Certifications

- Bachelor of Science-Mechanical Engineering, Texas A&M University
- FEMA IS 005, 100, and 200.
- USACE: Construction Quality Management for Contractors, #784
- OSHA 40-Hour HAZWOPER Training
- CPR Certified

**Jack Anderson**
**Director of Government Relations and Business Development**
jack@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (407) 760-0758

**Introduction**

Mr. Anderson has extensive experience in government affairs and public policy, having worked in multiple roles within state government. He has served as a public affairs officer, a legislative aide in the Florida House of Representatives, and most recently as the Chief of Staff to a Florida state Senator. Mr. Anderson has in-depth knowledge of the legislative, regulatory, and political processes governing the emergency management industry, and is highly skilled at developing collaborative relationships with government entities. During his tenure in the Florida Legislature, Mr. Anderson was assigned as the legislative liaison to county emergency operations centers during Hurricanes Dorian, Laura, Eta, and Ian, assisting with intergovernmental relations and serving constituents impacted by the storms. Mr. Anderson is responsible for establishing and maintaining strong relationships with state, county, local, and tribal governments across the country to prepare for and respond to natural disasters.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Tornado | City of Jacksonville, AR | 2023 |
| Ice Storm | City of Leander, TX | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Ice Storm | City of Cedar Park, TX | 2023 |
| Hurricane Ian | Tampa, FL | 2022 |
| Hurricane Eta | Palm Beach County, FL | 2020 |
| Hurricane Laura | Palm Beach County, FL | 2020 |
| Hurricane Dorian | Palm Beach County, FL | 2019 |

**Education/Certifications**

- Bachelor of Science- Psychology, The University of Alabama
- FEMA: 8.a, 10.a, 11.a, 15.b, 18.23, 19.23, 20.23, 21.23, 26, 27, 29.a, 35.23, 37.23, 42.a, 45, 64.a, 66, 75, 100.c, 102.c, 107.23, 111.a, 144.a, 156, 200.c, 201, 212.b, 230.e, 235.c, 240.c, 241.c, 242.c, 244.b, 253.a, 271.a, 279.a, 289, 293. 302, 315.a, 317.a, 322, 323, 324.a, 325, 326, 395, 403, 559, 632.a, 633, 650.b, 660, 815, 904, 905, 906, 907, 908, 909, 913.a, 914, 915, 916, 1004, 1150, 2200

**Kevin Rolison**
**Project Manager**
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601 Leander Drive
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M: (512) 944-8766

**Introduction**

Mr. Rolison joined TFR Enterprises, Inc. in 2002 and immediately began taking a very hands-on approach to debris removal operations. He started as a grapple truck operator and is now a seasoned Operations Manager. He has deployed to more than 100 emergency debris removal projects for federal, state, and local government entities. Before joining TFR, Kevin had 10 years of heavy equipment and commercial truck driving experience. In 2004, Mr. Rolison served as project manager on various projects resulting from Hurricanes Charley, Frances, Jeanne, and Ivan in the state of Florida. In 2005 after Hurricane Katrina, Kevin was deployed to Louisiana and worked as a Project Manager for Belle Chase Military Base. In 2006, he deployed immediately to Texas after Hurricane Rita where he continued as a Project Manager, working simultaneously in 6 counties. His strong verbal and written communication skills, leadership skills, experience, and diplomacy quickly promoted him to project Operations Manager. Mr. Rolison's tenure enables him to easily estimate cubic yardage at a historically accurate level, create an operational plan and efficiently execute it for a successful response to complex and diverse debris removal projects caused by natural and manmade disasters.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Tornado | City of Jacksonville, AR | 2023 |
| Hurricane Ian | Lake County, FL | 2022 |
| Hurricane Ian | FDEP | 2022 |
| Ice Storm | KYTC | 2021 |
| Hurricane Laura | Louisiana DOT | 2020 |
| Maintenance Contract | Montague County, TXDOT | 2020 |
| Hurricane Isaias | City of Corpus Christi, TX | 2020 |
| Hurricane Dorian | Beaufort, NC | 2019 |
| Hurricane Florence | Duplin, Onslow, Pender, Sampson (NCDOT) | 2018 |
| Hurricane Irma | Florida DOT, District 5 | 2017 |
| Hurricane Harvey | Victoria, TXDOT | 2017 |
| Disaster Debris Management Projects | | 2002-2016 |

**Education/Certifications**

- FEMA IS: 020, 035, 230, 632, 633.
- DOT: 101 Safety Compliance Training, Supervisor Training
- FLDOT: Maintenance of Traffic (MOT) Advanced Course
- USACE: 30 Hour Construction Safety
- Texas: Registered Flagger
- Level 1 Antiterrorism Awareness Training
- Project Management Workshop
- 60/60 DOT Supervisor Training

**Melvin Utterback**
**Project Manager**
Mel@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (606) 776-9782

**Introduction**

Melvin Utterback became an integral part of the TFR Team in 2004 when he came on board to assist in the clean-up efforts following Hurricane Ivan. TFR was called upon for immediate support in debris removal and hazardous tree trimming at the Naval Air Station (NAS) Pensacola. Mel proved to be a capable self-loading grapple truck operator, as well as an excellent equipment operator with effective leadership skills. With the specialized skills and teamwork attitude that Mel possesses, he earned a swift promotion to Project Manager for TFR. After Katrina hit the Mississippi-Louisiana coast in 2005, Mel was called to the lead at Gulfport Navy Base and Belle Chase Naval Air station in New Orleans. Conditions at the bases were extremely primitive, Mel and his team slept on the ground for 6 weeks while building a man cap out of a golf course for the military and Seabees. Because of his accurate documentation, strict adherence to Job Safety Analysis, and Zero Defects, Mel is TFR's go-to Senior Project Manager for Federal Contracts and Military installations. Mr. Utterback can successfully lead debris management crews in all operations; debris hauling, ROW emergency push, hazardous tree work, large and multiple debris site management, and grinding operations to load and haul out and final disposal. Mel has successfully managed emergency debris projects for TFR for over 19 years and has had zero recordable injuries throughout his tenure with the company. Mr. Utterback's effective communication skills and experience with critical logistics planning continue to earn him excellent project evaluations of Emergency Debris Management contracts managed under his direction.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Hurricane Ian | FDEP | 2023 |
| Tornado | Fulton County, KY | 2022 |
| Winter Storm | Marion County, OR | 2021 |
| Ice Storm | KYTC | 2021 |
| Hurricane Zeta | Dallas County, ALDOT | 2020 |
| Hurricane Laura | Louisiana DOT | 2020 |
| Hurricane Dorian | Carteret, Craven, Jones, Pamlico NCDOT | 2019 |
| Hurricane Dorian | Town of Beaufort, NC | 2019 |
| Hurricane Michael | Tyndall Air Force Base, FL | 2018 |
| Hurricane Florence | Cherry Point Marine Air Base, NC | 2018 |
| Hurricane Florence | Camp Lejeune US Marine Air Base, NC | 2018 |
| Hurricane Irma | Plantation & Homestead, FL | 2017 |
| Hurricane Irma | Miami-Dade, FL | 2017 |
| Hurricane Matthew | District 5, FLDOT | 2016 |
| Severe Ice Storm | City of Tulsa, OK | 2007 |
| Hurricane Katrina | Gulfport, MS Naval Base | 2005 |
| Hurricane Katrina | New Orleans, LA Belle Chase | 2005 |
| Hurricane Ivan | Pensacola, FL Navy Base | 2004 |

**Steven Vinyard**
**Project Manager**
Steven@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (254) 396-2995

**Introduction**

Steven Vinyard joined TFR Enterprises, Inc. in June of 2015 as a field supervisor and his enthusiasm for quality and efficiency quickly led him into the role of Project Manager for emergency debris management. Mr. Vinyard has more than 20 years of hands-on experience with all types of heavy equipment, specialized machinery, and commercial trucks. His experience in operating, repairing, and maintaining all types of equipment is invaluable in managing daily operations of emergency debris removal projects. Steven's positive attitude, willingness to help others, and clear communication skills naturally lead others to reach maximum potential in safety, production, and quality. Mr. Vinyard has participated in the successful management of more than 50 contract task orders responding to a variety of natural disasters such as hurricanes, floods, tornados, and straight-line winds. Mr. Vinyard's experience has allowed him to become proficient in FEMA guidelines on eligibility for the right of way debris removal, hazardous leaners and hangers, stumps, right of entry requirements for private property debris removal and waterway debris removal, exceptions for gated community access as well as locating, permitting, setting up and site remediation for temporary debris management sites.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Tornado | City of Jacksonville, AR | 2023 |
| Ice Storm | City of Cedar Park. TX | 2023 |
| Ice Storm | City of Leander, TX | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Hurricane Ian | Lake County, FL | 2022 |
| Ice Storm | Hidalgo County, TX | 2021 |
| Hurricane Ida | City of Bogalusa | 2021 |
| Hurricane Ida | Village of Folsom | 2021 |
| Hurricane Ida | Town of Madisonville | 2021 |
| Hurricane Laura | Louisiana DOT | 2020 |
| Hurricane Dorian | Carteret, Craven, Jones & Pamlico Counties, NCDOT | 2020 |
| Hurricane Michael | Donaldsonville, GA | 2019 |
| Hurricane Michael | Tyndall Air Force Base, FL | 2018 |
| Hurricane Florence | Camp Lejeune & Cherry Point, NC Military Bases | 2018 |
| Texas Floods | Lee County, Texas DOT | 2018 |
| Hurricane Irma | Florida Turnpike, Florida DOT | 2017 |
| Hurricane Irma | City of Homestead, FL | 2017 |
| Hurricane Harvey | City of Port Aransas, TX | 2017 |
| Disaster Debris Management Projects | | 2015-2016 |

**Education/Certifications**

- FEMA IS 035, 037, 317, and 321.
- FLDOT: Temporary Traffic Control (TTC) Advanced Course
- USACE: Construction Quality Management for Contractors #784
- Level 1 Antiterrorism Awareness Training
- CPR Certified

**Juan (Mike) Mejia**
**Service Manager**
Mike@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 944-4327

## Introduction

Mike Mejia joined TFR Enterprises, Inc in 2008 after Hurricane Ike made landfall in Texas. Mr. Mejia has 15 years of experience performing equipment repairs and maintenance. The specialized fleet owned by TFR requires Mike to have an in-depth knowledge of every type of equipment from Self-Loading Knuckleboom trucks to Diamond Z 1463 Tub Grinders. Mike can design and fabricate any part for any machine in our fleet during emergency debris operations, ensuring minimal to no downtime. Mike leads the maintenance crews both on-site during disaster response and in-house at the TFR Headquarters where the fleet is maintained and repaired when not responding to disasters. Mike also orders all inventory of critical replacement parts for key components as well as shop supplies and specialty tools. He also sets the priorities and schedules of equipment repairs and maintenance for all in-house mechanics. Mike oversees safety and housekeeping in the TFR shop and has successfully managed zero injuries or incidents in the last 5 years.

## Recent Notable Events & Projects

| Event | Project | Year |
|---|---|---|
| Ice Storm | Williamson County, TX | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Hurricane Ian | Florida Southwestern State College | 2022 |
| Ice Storm | KYTC | 2021 |
| Ice Storm | City of Corpus Christi | 2021 |
| Hurricane Zeta | Hancock County, MS | 2020 |
| Hurricane Laura | City of Beaumont, TX | 2020 |
| Hurricane Laura | Louisiana DOT | 2020 |
| Hurricane Dorian | Sampson County, North Carolina DOT | 2019 |
| Hurricane Florence | Columbus County, NC | 2019 |
| Texas Floods | Llano County, TX | 2018 |
| Texas Floods | Kingsland, Llano Co., Lee Co., Texas DOT | 2018 |
| Hurricane Michael | Tyndall Air Force Base, FL | 2018 |
| Hurricane Harvey | Port Aransas, TX | 2017 |
| Hurricane Harvey | Victoria, Nueces, and Harris Counties, Texas DOT | 2017 |
| Hurricane Irma | Plantation & Homestead, FL | 2017 |
| Hurricane Irma | Miami-Dade, FL | 2017 |
| Hurricane Matthew | Port St. Lucie, FL | 2016 |
| Hurricane Matthew | District 5, Florida DOT | 2016 |
| Louisiana Floods | District 03 & 61, Louisiana DOT | 2016 |
| Texas Floods | San Marcos & Wimberly, TX | 2015 |
| Texas Floods | University of Texas – Wimberly | 2015 |
| Severe Ice Storm | City of Norman, OK | 2014 |
| Disaster Debris Management Projects | | 2011-2013 |

**Roger Barfield**
**Fleet Manager/Safety Manager**
Roger@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (407) 868-0568

**Introduction**

Mr. Barfield joined TFR Enterprises, Inc., in 2016 following successful employment for a Heavy Highway Construction Firm out of Texas. As a safety manager in civil construction, Roger gained valuable knowledge in all aspects of Occupational Health and Safety and Project Supervision. Roger was specifically tasked with implementing road detours, road closures, bridge closures, high traffic maintenance, and direction/diversion of traffic. This experience makes him the TFR expert on ROW safety. Mr. Barfield recruits, trains, and manages all maintenance of traffic crews for TFR Department of Transportation jobs nationwide as well as flaggers on city and county projects. Roger spent several months in deteriorated conditions in Puerto Rico in response to Hurricane Maria devastating the island. He was the safety manager for debris operations for the entire eastern quadrant of the island. His supervision led to a successful zero injury and zero-incident record for that project. Roger has also served as administrator and project supervisor on 4 military bases. His position on other storm recovery contracts includes quality assurance, safety, traffic maintenance, and project superintendent.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Hurricane Ian | State College of Florida Manatee | 2022 |
| Hurricane Ian | FDEP | 2022 |
| Hurricane Ian | Florida Southwestern State College | 2022 |
| Tornado | City of Pembroke, GA | 2022 |
| Tornado | Fulton County, KY | 2022 |
| Disaster Debris Management Projects | | 2016-2021 |

**Education/Certifications**

- Florida Department of Transportation, Approved Temporary Traffic Control (TTC) Advanced Course
- FEMA IS: 010, 011, 035, 037, 100, 660, and 700.
- OSHAcademy, Safety Committee Member
- OSHAcademy, Safety Committee Chair
- OSHAcademy, Occupational Safety and Health Trainer (Train-the-Trainer)
- OSHAcademy, Occupational Safety, and Health Supervisor
- OSHAcademy, Occupational Safety and Health Specialist
- OSHAcademy, Occupational Safety, and Health Professional
- OSHAcademy, Construction Safety and Health Manager
- OSHAcademy, Construction Site Safety Supervisor
- OSHA, 30-Hour General Industry Safety and Health
- USACE, Debris Level Tow
- USACE, 2017 Safety Level 2 Assessment
- NATMI, Motor Fleet Safety Basics
- NATMI, Managing Motor Fleet Safety Programs

**Sharon Lyell**
**Operations Manager**
Sharon@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 576-3000

**Introduction**

Sharon Lyell has 30 years of experience in successful project management and quality control. As TFR's Operations Manager, Mrs. Lyell is fully committed to the successful operations of all projects by ensuring safe and efficient productivity for every client. She has established detailed quality control procedures and measures for all aspects of performance, which encompasses both office and field operations to ensure that key metrics are met or exceeded. She has successfully overseen field operations and administration of more than one hundred thirty projects during TFR's contract performance over the past 17 years, ensuring subcontractor conformity and project reimbursement documentation compliance for FEMA funding. She builds and maintains excellent working relationships with hundreds of qualified debris hauling and hazardous tree removal subcontractors nationwide. Sharon ensures that subcontractors are trained annually on TFR's procedures and FEMA eligibility, guidelines, and policies. Sharon has the authority to stop work for quality issues &/or non-compliance. Sharon has extensive training and experience in quality control, quality assurance, zero defects, and process improvements. This experience has proven invaluable in assuring full compliance with Public Assistance Program and Policies throughout Emergency Debris Removal Contract performance. Sharon continually reviews FEMA policies and stays abreast of changes to policies to ensure complete satisfaction and 100% eligible funding for applicants.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Tornado | Hardin County, TN | 2023 |
| Tornado | City of Jacksonville, AR | 2023 |
| Ice Storm | City of Cedar Park, TX | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Hurricane Ian | FDEP | 2022 |
| Hurricane Ian | City of Lake Mary, FL | 2022 |
| Hurricane Ian | Lake County, FL | 2022 |
| Tornado | City of Pembroke, GA | 2022 |
| Tornado | Fulton County, KY | 2022 |
| Disaster Debris Management Projects | | 2006-2021 |

**Education/Certifications**

- FEMA IS:037, Debris Management Planning for State, Tribal & Local Officials
- FEMA IS:037.19 Managerial Health & Safety
- USACE: Construction Quality Management for Contractors #784
- DOT: Required Safety Management Controls & Federal Motor Carrier Safety Admin Compliance
- Joint Chiefs of Staff - Level 1 Antiterrorism Awareness Training
- Project Management Workshop
- CPR Certified

**Tiffany Jean**
**Contract Manager**
Tiffany@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 565-0710

**Introduction**

Tiffany Jean joined TFR Enterprises, Inc after graduating from Texas A&M University in 2007. She has more than 16 years of Contract Management experience where her attention to detail and responsiveness is extraordinary and her value within the organization is unparalleled. Mrs. Jean handles all contract documentation, and all city, county, and state registrations throughout the United States. Tiffany ensures field documentation on debris removal projects follows contract requirements and the Quality Control Plan for FEMA reimbursement. She stays abreast of FEMA changes in policy while maintaining excellent ongoing relationships with all TFR's clients. This experience has proven invaluable in complying with federal regulations required by Emergency Debris Removal contract performance and documentation to receive FEMA reimbursements.

**Recent Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Windstorm | City of Topeka, KS | 2023 |
| Tornado | City of Hopkinsville, KY | 2023 |
| Tornado | Hardin County, TN | 2023 |
| Tornado | City of Jacksonville, AR | 2023 |
| Tornado | Hale County, AL | 2023 |
| Ice Storm | City of Cedar Park, TX | 2023 |
| Ice Storm | City of Leander, TX | 2023 |
| Ice Storm | City of Round Rock, TX | 2023 |
| Hurricane Ian | FDEP | 2022 |
| Hurricane Ian | Lake County, FL | 2022 |
| Hurricane Ian | City of Lake Mary, FL | 2022 |
| Hurricane Ian | Florida Southwestern State College | 2022 |
| Hurricane Ian | State College of Florida Manatee | 2022 |
| Tornado | City of Pembroke, GA | 2022 |
| Tornado | Fulton County, KY | 2022 |
| Emergency Debris Management Projects | | 2007-2021 |

**Education/Certifications**

- Bachelor of Arts- History, Texas A&M University
- FEMA IS: 001, 005, 035, 100, 200, 800, 906, 907, and 909.
- USACE: Construction Quality Management for Contractors, #784
- Project Management Workshop
- DOT Compliance Workshops: Audit Survival, Driver Qualification Files, Hours of Service, Maintenance Management, Accident Reporting, Supervisor Drug and Alcohol
- GHC TS 10: Debris Management
- CPR Certified

**Sally Wallace**
**Human Resources/Driver Compliance**
sally@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (512) 931-9031

**Introduction**

Sally Wallace joined TFR Enterprises, Inc. in February of 2018. She has over 20 years of experience in Accounting, HR, and Payroll serving as both a Full Charge Bookkeeper and Office Manager. She has experience in certified payroll for multiple jobs and has effectively handled an increase in employee count from 18 employees to 160 employees in less than two weeks when disasters strike. Sally also participates in continuing education classes to remain in compliance with DOT regulations for onboarding of CDL drivers and assists our fleet department and project management to ensure employee training and documentation of training is current.

**Notable Events & Projects**

| Event | Project | Year |
|---|---|---|
| Hurricane Ida | City of Bogalusa, LA | 2021 |
| Hurricane Ida | Village of Folsom, LA | 2021 |
| Severe Weather | TXDOT- Kingsland | 2021 |
| Ice Storm | KYTC | 2021 |
| Ice Storm | City of Corpus Christi, TX | 2021 |
| Ice Storm | City of Oklahoma City, OK | 2021 |
| Ice Storm | City of Enid, OK | 2020 |
| Ice Storm | City of Blanchard, OK | 2020 |
| Hurricane Sally | City of Robertsdale, AL | 2020 |
| Hurricane Zeta | Hancock County, MS | 2020 |
| Ice Storm | City of Norman, OK | 2020 |
| Hurricane Zeta | City of Citronelle, AL | 2020 |
| Hurricane Zeta | Dallas County, Alabama DOT | 2020 |
| Hurricane Beta | City of Beaumont, TX | 2020 |
| Hurricane Laura | Rapides Parish, LA | 2020 |
| Hurricane Laura | City of Rustin, LA | 2020 |
| Hurricane Laura | Louisiana DOT | 2020 |
| Hurricane Harvey | City of Ingleside, TX | 2019 |
| Tropical Storm Imelda | City of Beaumont, TX | 2019 |
| Hurricane Dorian | Beaufort County, NC | 2019 |
| Hurricane Dorian | Duplin, Onslow, Pender, Sampson Counties, NCDOT | 2019 |
| ROW Trimming | Marshall, Texas DOT | 2019 |
| ROW Debris Removal | Bastrop, TX | 2019 |
| Hurricane Michael | Donaldsonville, TX | 2019 |
| Texas Floods | Llano County, TX | 2018 |
| Texas Floods | Kingsland, Llano Co., Lee Co., Texas DOT | 2018 |
| Hurricane Michael | Tyndall Air Force Base, FL | 2018 |
| Hurricane Florence | Camp Lejeune & Cherry Point, NC | 2018 |
| Hurricane Florence | Brunswick, Sampson, Duplin, Onslow, NCDOT | 2018 |

**Education/Certifications**

- Bachelor of Management, University of Phoenix
- Mastering QuickBooks, Level 1
- CPR Certified

**Thayne Tipton**
**Contract Administrator**
thayne@tfrinc.com
601 Leander Drive
Leander, Texas 78641
M: (361) 401-0657

## Introduction

Since joining TFR Enterprises in August 2023, Ms. Tipton has worked alongside our Contract Manager, Tiffany Jean. Thayne has been responsible for organizing and documenting contract information and plays an active role in the review and assembly of proposal submissions. With a background in Information Technology and Database Management, Thayne carefully updates records while maintaining supporting documentation and comprehensive knowledge of current projects. She continually reviews FEMA policies and reimbursement procedures to ensure compliance with the Public Assistance Program and Policy Guide.

## Recent Notable Events & Projects

| Event | Project | Year |
|---|---|---|
| Hurricane Idalia | Hamilton County, FL | 2023 |
| Hurricane Idalia | Dixie County, FL | 2023 |
| Hurricane Idalia | Madison County, FL | 2023 |
| Hurricane Idalia | Suwannee County, FL | 2023 |

## Education/Certifications

- Bachelor of Arts - English, Texas A&M University
- Technical Writing Certificate, Texas A&M University 2021
- FEMA IS: 5, 8, 10, 11, 15, 18, 19, 21, 26, 27, 29, 30, 31, 32, 35, 36, 37, 42, 45, 66, 75, 100, 102, 103, 200, 230
- CPR Certified

## Key Personnel Training and Certifications

TFR's disaster response team includes a variety of skills and certifications including NIMS Certification, Safety Certifications (OSHA), Quality Control, and Environmental Certifications.

| Course ID | Description | Course ID | Description |
|---|---|---|---|
| IS-00001 | Emergency Manager | IS-00200.C | Basic Incident Command System |
| IS-00005 | Intro to Hazardous Materials | IS-00201 | Forms for Incident Action Plan |
| IS-00010 | Animals in Disaster | IS-00212 | Introduction to Unified Hazard Mitigation |
| IS-00011 | Animals in Disaster | IS-00215 | Unified Federal Review Advisor Training |
| IS-00015 | Contingency Planning for Public Safety | IS-00216 | Overview of the Unified Federal Review |
| IS-0018 | EEO Employee Course | IS-00230 | Fundamentals of Emergency Mgmt. |
| IS-0019 | EEO Supervisor | IS-00235 | Emergency Planning |
| IS-00020 | Diversity Awareness | IS-00240 | Leadership and Influence |
| IS-00021 | Civil Rights & FEMA Assistance | IS-00241 | Decision Making and Problem-Solving |
| IS-0027 | Orientation to FEMA Logistics | IS-00242 | Effective Communication |
| IS-00029 | Public Information Officer Awareness | IS-00244 | Developing and Managing Volunteers |
| IS-0030 | Mitigation E-Grants for the Subgrant | IS-00245 | Federal Priorities and Allocations |
| IS-00035 | FEMA Safety Orientation | IS-00253 | Overview of FEMA Environmental/Historical |
| IS-00037 | Managerial Safety & Health | IS-00271 | Hazardous Weather & Community Risk |
| IS-0042 | Social Media in Emergency Management | IS-00279 | Flood-Prone Residential Buildings |
| IS-0045 | Continuous Improvement (CI) Overview | IS-00289 | Voluntary Agency Liaison |
| IS-0060 | (GEOCONOPS) for Planners | IS-00293 | Mission Assignment Overview |
| IS-00061 | Geospatial Concept of Operations | IS-00302 | Emergency Radiological Response |
| IS-0062 | (GEOCONOPS) In Use | IS-00315 | Incident Command System |
| IS-0063 | Geospatial Information Infrastructure | IS-00317 | Intro to CERT |
| IS-0064 | DHS Common Operating Picture | IS-00321 | Hurricane Mitigation Basics |
| IS-0066 | Space Weather Events | IS-00322 | Flood Mitigation Basics |
| IS-0075 | Military Resources in Emergency | IS-00323 | Earthquake Mitigation Basics |
| IS-00100 | Incident Command System | IS-00324 | Community Hurricane Preparedness |
| IS-00101 | Preparing for Disaster Operations | IS-00325 | Earthquake Basic Science Risk |
| IS-00102 | Preparing for Disaster Operations | IS-00326 | Community Tsunami Preparedness |
| IS-00103 | Geospatial Information Systems | IS-00559 | Local Damage Assessment |
| IS-00107 | FEMA Travel Rules and Regulations | IS-00632 | Intro to Debris Operations |
| IS-00120 | An Introduction to Exercises | IS-00633 | Debris Management |
| IS-00130 | How to be an Exercise Evaluator | IS-00650 | Building Partnerships with Tribal |
| IS-00144 | TERT Basic Course | IS-00660 | Intro to Public-Private Partnerships |
| IS-00156 | Building Design for Homeland Security | IS-00700 | Intro to National Response Partners |
| IS-00158 | Hazard Mitigation Flood Insurance | IS-00700.B | Introduction to the NIMS |
| IS-00162 | Hazard Mitigation Floodplain Mgmt. | IS-00703 | NIMS Resource Management |
| IS-00200 | Single Resources & Initial Action | IS-00706 | NIMS Mutual Aid |

| | | | |
|---|---|---|---|
| IS-00727 | Floodplain Management | Fred Prior | Project Mgmt. Workshop |
| IS-00772 | IA Preliminary Damage | JKO | Antiterrorism Awareness Training |
| IS-00800 | National Response Framework | NATMI | Motor Fleet Safety Basics |
| IS-00815 | A-B-C of Temporary Power | NATMI | Managing Motor Fleet Safety |
| IS-00904 | Active Shooter Prevention | Online | Registered Flagger |
| IS-00905 | Responding to Active Shooter | OSHA | 30 Hour Hazwoper |
| IS-00906 | Basic Workplace Security | OSHA | 30-Hour General Safety & Health |
| IS-00907 | Active Shooter | OSHA | 30 Hour Outreach |
| IS-00908 | Emergency Mgmt. for Senior Officials | OSHA | 40 Hour Hazwoper |
| IS-00909 | Community Preparedness | OSHA | Construction Industry Trainers |
| IS-00913 | Critical Infrastructure Security | OSHA | Construction Safety |
| IS-00915 | Protecting Critical Infrastructure | OSHA | Construction Safety Manager |
| IS-00916 | Theft and Diversion | OSHA | Construction Safety Professional |
| IS-01000 | Public Assistance Program | OSHA | Construction Safety Specialist |
| IS-01001 | Delivery Model Orientation | OSHA | Occupations Safety |
| IS-1004 | FEMA Site Inspection Process | OSHA | Occupational Safety |
| IS-1013 | Costing | OSHA | Occupational Safety Manager |
| IS-1150 | Human Trafficking | OSHA | Occupational Safety Professional |
| IS-2200 | Basic Emergency Operations Center | OSHA | Occupational Safety Specialist |
| ATEM | CPR, AED, & First Aid | OSHA | Occupational Safety Supervisor |
| ATSSA | Certified Flagger | OSHA | Occupational Safety Trainer |
| DOT 101 | Safety Compliance Training | OSHA | OSHA Standards |
| DOT 60/60 | Supervisor Training | OSHA | Safety Committee Chair |
| DOT Compliance | Overview and Audit Survival | OSHA | Safety Committee Member |
| DOT Compliance | Driver Qualification | Texas Mutual | Award of Safety Excellence |
| DOT Compliance | Supervisor Drug & Alcohol Training | TS10 | Debris Management |
| DOT Compliance | Maintenance Management Workshop | TS12 | Evaluating Debris Management RFP's |
| DOT Compliance | Accident Reporting | USACE | Construction Safety |
| DOT Compliance | Hours of Service | USACE | Debris Level Two |
| DOT Compliance | Required Safety Management | USACE | Quality Management |
| FEMA | Debris Management Planning | USACE | Safety Level Two |
| FLDOT | Maintenance of Traffic Advanced | | |
| FLDOT | Temporary Traffic Control | | |

**General Contractor license in the following states:**

Alabama
Arkansas
California
Florida
Louisiana
Mississippi
Tennessee

## TFR Employee List - Active and On-Call

| Des. | Status | Employee | Title |
|---|---|---|---|
| (A) | Active | Anderson, Jack | Government Relations |
| (A) | Active | Jean, Tiffany J | Contract Manager |
| (A) | Active | Barfield, Roger | Safety/Fleet Manager |
| (A) | Active | Tipton, Thayne | Contract Administrator |
| (A) | Active | Lyell, Sharon | Operations Manager |
| (A) | Active | Mejia Jr, Rigoberto | Project Supervisor |
| (A) | Active | Mejia, Juan | Mechanic |
| (A) | Active | Rolison, Kevin | Project Manager |
| (A) | Active | Rowland, Chase | Director of Operations |
| (A) | Active | Rowland, Drake | Vice President |
| (A) | Active | Rowland, Julie A | CFO/Secretary |
| (A) | Active | Rowland, Tipton F. | CEO/President |
| (A) | Active | Utterback, Mel | Project Manager |
| (A) | Active | Vinyard, Steven | Project Manager |
| (OC) | On-Call Reserve | Achord, Darlene S | Laborer |
| (OC) | On-Call Reserve | Adams, Tabitha | Laborer |
| (OC) | On-Call Reserve | Ahl, Timothy | Laborer |
| (OC) | On-Call Reserve | Allen, George M | Laborer |
| (OC) | On-Call Reserve | Appleberry, James D | Laborer |
| (OC) | On-Call Reserve | Augenstein, Randy J | Equipment Operator |
| (OC) | On-Call Reserve | Austin, Crystal D | Administrative |
| (OC) | On-Call Reserve | Auville III, Arthur L. | Project Supervisor |
| (OC) | On-Call Reserve | Auville IV, Arthur L. | Equipment Operator |
| (OC) | On-Call Reserve | Auville, Margaret M | Equipment Operator |
| (OC) | On-Call Reserve | Auville, Melvin L | Equipment Operator |
| (OC) | On-Call Reserve | Ayres, Dawnell S | Administrative |
| (OC) | On-Call Reserve | Baldwin, Rodney R. | Equipment Operator |
| (OC) | On-Call Reserve | Barnes, Coel D. | Laborer |
| (OC) | On-Call Reserve | Bates, Johnny W | Laborer |
| (OC) | On-Call Reserve | Bates, Kristi K | Laborer |
| (OC) | On-Call Reserve | Becker, Jason L. | Laborer |
| (OC) | On-Call Reserve | Benavides, Chris | Driver |
| (OC) | On-Call Reserve | Benavides, Cristobal | Driver |
| (OC) | On-Call Reserve | Benavidez, German | Driver |
| (OC) | On-Call Reserve | Berry, Jerry J | Driver |
| (OC) | On-Call Reserve | Berryhill, Michael S. | Driver |

| | | | |
|---|---|---|---|
| (OC) | On-Call Reserve | Bishop, Michael D. | Laborer |
| (OC) | On-Call Reserve | Blackford, Luke D | Laborer |
| (OC) | On-Call Reserve | Blackwell, Floyd S | Driver |
| (OC) | On-Call Reserve | Blansett, Nathan P | Laborer |
| (OC) | On-Call Reserve | Borland, Billie | Driver |
| (OC) | On-Call Reserve | Boswell, Jerry L | Equipment Operator |
| (OC) | On-Call Reserve | Bovell, Leo B. | Equipment Operator |
| (OC) | On-Call Reserve | Brotherton, Scott D | Driver |
| (OC) | On-Call Reserve | Brown, Lynn M | Laborer |
| (OC) | On-Call Reserve | Brown, Michael D. | Laborer |
| (OC) | On-Call Reserve | Brown, Norman C | Laborer |
| (OC) | On-Call Reserve | Brown, Tarrant D | Driver |
| (OC) | On-Call Reserve | Bryant, Eddie F | Driver |
| (OC) | On-Call Reserve | Bryant, Kelly J. | Equipment Operator |
| (OC) | On-Call Reserve | Buchanan JR, Earl | Driver |
| (OC) | On-Call Reserve | Buchanan, Felicia N | Laborer |
| (OC) | On-Call Reserve | Bumgardner, Donald D | Equipment Operator |
| (OC) | On-Call Reserve | Bungert, Robert P | Driver |
| (OC) | On-Call Reserve | Burges, Ashley E | Laborer |
| (OC) | On-Call Reserve | Burkett, Dale | Laborer |
| (OC) | On-Call Reserve | Burns, Delia M. | Laborer |
| (OC) | On-Call Reserve | Burton, Robert M | Laborer |
| (OC) | On-Call Reserve | Calhoun, Christopher C. | Equipment Operator |
| (OC) | On-Call Reserve | Calhoun, John H. | Equipment Operator |
| (OC) | On-Call Reserve | Campos, Alfredo | Laborer |
| (OC) | On-Call Reserve | Cano, Joseph | Laborer |
| (OC) | On-Call Reserve | Carlson, Robert J. | Driver |
| (OC) | On-Call Reserve | Cason, Jay R | Laborer |
| (OC) | On-Call Reserve | Castilleja, Santiago | Laborer |
| (OC) | On-Call Reserve | Castillo, Jose E. | Laborer |
| (OC) | On-Call Reserve | Cereceres, Joseph D | Laborer |
| (OC) | On-Call Reserve | Cervantes, Lydia | Laborer |
| (OC) | On-Call Reserve | Chatman, Michael L. | Laborer |
| (OC) | On-Call Reserve | Choate, Michael E | Driver |
| (OC) | On-Call Reserve | Clark, Alton B | Driver |
| (OC) | On-Call Reserve | Clark, Henry D | Driver |
| (OC) | On-Call Reserve | Clemmons, Basil R. | Equipment Operator |
| (OC) | On-Call Reserve | Clemmons, Jerome R. | Equipment Operator |

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|---|---|---|---|
| (OC) | On-Call Reserve | Cobb, Gregory S | Laborer |
| (OC) | On-Call Reserve | Cogburn, David | Laborer |
| (OC) | On-Call Reserve | Cole, Steve M. | Laborer |
| (OC) | On-Call Reserve | Collar, Travis W | Laborer |
| (OC) | On-Call Reserve | Cones, Elbert L | Laborer |
| (OC) | On-Call Reserve | Conn, Johnny | Health And Safety Officer |
| (OC) | On-Call Reserve | Coons, Curtis W. | Laborer |
| (OC) | On-Call Reserve | Corrado, Mario J | Driver |
| (OC) | On-Call Reserve | Cotton, Ricky A. | Equipment Operator |
| (OC) | On-Call Reserve | Crank, Donald L | Equipment Operator |
| (OC) | On-Call Reserve | Crossley, Nathaniel | Laborer |
| (OC) | On-Call Reserve | Cummings, Kristie K | Laborer |
| (OC) | On-Call Reserve | Cummings, Robert E | Equipment Operator |
| (OC) | On-Call Reserve | Curtis, James H. | Laborer |
| (OC) | On-Call Reserve | Daniels, Thomas M. | Equipment Operator |
| (OC) | On-Call Reserve | Danzeisen, Thomas J | Equipment Operator |
| (OC) | On-Call Reserve | Darland, Tony S | Equipment Operator |
| (OC) | On-Call Reserve | Davidson, Isaiah T | Equipment Operator |
| (OC) | On-Call Reserve | Davidson, Josh R | Laborer |
| (OC) | On-Call Reserve | Davis III, Charles E | Equipment Operator |
| (OC) | On-Call Reserve | Davis, Lonnie C | Equipment Operator |
| (OC) | On-Call Reserve | Davis, Veronica L | Laborer |
| (OC) | On-Call Reserve | Del Rio, Joseph A. | Supervisor |
| (OC) | On-Call Reserve | Deleon, Humberto | Laborer |
| (OC) | On-Call Reserve | Dill, Alicia E | Laborer |
| (OC) | On-Call Reserve | Dimmers, Thad I. | Driver |
| (OC) | On-Call Reserve | Dixon, Melissa S | Laborer |
| (OC) | On-Call Reserve | Donahue, Jeremy A | Equipment Operator |
| (OC) | On-Call Reserve | Donahue, Mark A | Equipment Operator |
| (OC) | On-Call Reserve | Donahue, Mark W | Equipment Operator |
| (OC) | On-Call Reserve | Dotson, Bobby C | Equipment Operator |
| (OC) | On-Call Reserve | Draiman, Ovidin I | Driver |
| (OC) | On-Call Reserve | Droke, William R. | Program Director |
| (OC) | On-Call Reserve | Duskin, Melissa J | Laborer |
| (OC) | On-Call Reserve | Easterhing, James | Driver |
| (OC) | On-Call Reserve | Echavarria, Edward L | Laborer |
| (OC) | On-Call Reserve | Eddings, Nedward G. | Laborer |
| (OC) | On-Call Reserve | Edwards, Steven H | Laborer |

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|---|---|---|---|
| (OC) | On-Call Reserve | Edwards, Travis D | Equipment Operator |
| (OC) | On-Call Reserve | Elliot, Earlene R | Laborer |
| (OC) | On-Call Reserve | Emile, Gene K. | Laborer |
| (OC) | On-Call Reserve | Engel, Christopher M | Driver |
| (OC) | On-Call Reserve | Esquivel, Fidel C | Laborer |
| (OC) | On-Call Reserve | Ethridge, Aaron M | Laborer |
| (OC) | On-Call Reserve | Ethridge-Fisher, Mary T | Laborer |
| (OC) | On-Call Reserve | Eutsler, Carl D | Laborer |
| (OC) | On-Call Reserve | Farrar, Wendy S. | Administrative |
| (OC) | On-Call Reserve | Fernandez, Carlos | Laborer |
| (OC) | On-Call Reserve | FIPPS, KENNETH L | Laborer |
| (OC) | On-Call Reserve | Flores, Evaristo | Laborer |
| (OC) | On-Call Reserve | Flores, Jacob | Laborer |
| (OC) | On-Call Reserve | Fox, Phillip J | Driver |
| (OC) | On-Call Reserve | Frankovsky, Jennifer A | Business Development |
| (OC) | On-Call Reserve | Fuller, William A. | Supervisor |
| (OC) | On-Call Reserve | Furr, Allen C. | Laborer |
| (OC) | On-Call Reserve | Furr, Christopher A. | Laborer |
| (OC) | On-Call Reserve | Gadley, Daniel L | Driver |
| (OC) | On-Call Reserve | Gandy, Jeremiah L | Equipment Operator |
| (OC) | On-Call Reserve | Garcia, David | Equipment Operator |
| (OC) | On-Call Reserve | Garza, Adan | Equipment Operator |
| (OC) | On-Call Reserve | Garza, Francisco | Equipment Operator |
| (OC) | On-Call Reserve | Goldfinger, Ronald | Equipment Operator |
| (OC) | On-Call Reserve | Gomez, Isai | Laborer |
| (OC) | On-Call Reserve | Gomez, Saul | Laborer |
| (OC) | On-Call Reserve | Gonzales, Ephraim N. | Laborer |
| (OC) | On-Call Reserve | Gonzales, Michael | Laborer |
| (OC) | On-Call Reserve | Goodrich, Christopher T | Equipment Operator |
| (OC) | On-Call Reserve | Green, Milton E | Driver |
| (OC) | On-Call Reserve | Green, Scott | Driver |
| (OC) | On-Call Reserve | Hall, Jessie T | Equipment Operator |
| (OC) | On-Call Reserve | Harris, Jonathan B | Equipment Operator |
| (OC) | On-Call Reserve | Haynes, Matthew L | Laborer |
| (OC) | On-Call Reserve | Hernandez, Robert | Laborer |
| (OC) | On-Call Reserve | Hernandez, Salvador A | Laborer |
| (OC) | On-Call Reserve | Herrera, Eric | Laborer |
| (OC) | On-Call Reserve | Hicks, Robert W. | Equipment Operator |

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|---|---|---|---|
| (OC) | On-Call Reserve | Hieke, Mark H | Driver |
| (OC) | On-Call Reserve | Holman, Michelle L | Laborer |
| (OC) | On-Call Reserve | Hook, Charles D. | Laborer |
| (OC) | On-Call Reserve | Horton, Jason | Laborer |
| (OC) | On-Call Reserve | Hovey Jr, Charles P | Equipment Operator |
| (OC) | On-Call Reserve | Hovey Sr, Charles P | Laborer |
| (OC) | On-Call Reserve | Hovey, Jason W | Laborer |
| (OC) | On-Call Reserve | Hovey, John R | Equipment Operator |
| (OC) | On-Call Reserve | Howard, John D. | Laborer |
| (OC) | On-Call Reserve | Hunter, Cynthia E | Laborer |
| (OC) | On-Call Reserve | Jackson, Richard G | Laborer |
| (OC) | On-Call Reserve | Jackson, Steve R. | Equipment Operator |
| (OC) | On-Call Reserve | Jacobsen, Bill | Supervisor/Arborist |
| (OC) | On-Call Reserve | Jasper, Arley A | Equipment Operator |
| (OC) | On-Call Reserve | Jester, David L | Equipment Operator |
| (OC) | On-Call Reserve | Johnson, Barry | Environmental Safety & Compliance |
| (OC) | On-Call Reserve | Johnson, Mark E. | Equipment Operator |
| (OC) | On-Call Reserve | Johnston, Charles R. | Equipment Operator |
| (OC) | On-Call Reserve | Johnston, Cheryl L | Laborer |
| (OC) | On-Call Reserve | Johnston, Richard K. | Laborer |
| (OC) | On-Call Reserve | Jolly, Robert J | Driver |
| (OC) | On-Call Reserve | Jones, Jermaine L | Equipment Operator |
| (OC) | On-Call Reserve | Jones, Shawn P. | Driver |
| (OC) | On-Call Reserve | Kantmann, Jesse D | Equipment Operator |
| (OC) | On-Call Reserve | Kates, Richard G | Laborer |
| (OC) | On-Call Reserve | Kegley, Robert A | Driver |
| (OC) | On-Call Reserve | Keller, Glenn W | Laborer |
| (OC) | On-Call Reserve | Kelley, Charles C | Driver |
| (OC) | On-Call Reserve | Kersey, Albert V | Driver |
| (OC) | On-Call Reserve | Kersey, James S | Driver |
| (OC) | On-Call Reserve | Kersey, Joyce L | Driver |
| (OC) | On-Call Reserve | Kopf, Glen D. | Laborer |
| (OC) | On-Call Reserve | Kurtz, Laura M | Laborer |
| (OC) | On-Call Reserve | Kurtz, Lisa M | Laborer |
| (OC) | On-Call Reserve | Lane, Nathan R | Equipment Operator |
| (OC) | On-Call Reserve | Laughter, Arvon L. | Equipment Operator |
| (OC) | On-Call Reserve | Laughter, Melvin L | Equipment Operator |
| (OC) | On-Call Reserve | Lawrence, William | Driver |

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|---|---|---|---|
| (OC) | On-Call Reserve | Long, Carl A | Driver |
| (OC) | On-Call Reserve | Lopez, Luis R. | Laborer |
| (OC) | On-Call Reserve | Lovhaug, Kevin M | Laborer |
| (OC) | On-Call Reserve | Lucas, Zach | Equipment Operator |
| (OC) | On-Call Reserve | Lynch, Mitchell E | Laborer |
| (OC) | On-Call Reserve | Machuca, Francisco J | Laborer |
| (OC) | On-Call Reserve | Manchester, Warren F | Laborer |
| (OC) | On-Call Reserve | Martinez, Eduardo J | Laborer |
| (OC) | On-Call Reserve | Martinez, Eliazar | Laborer |
| (OC) | On-Call Reserve | Martinez, Miguel J | Laborer |
| (OC) | On-Call Reserve | Martinez, Paul S | Laborer |
| (OC) | On-Call Reserve | Massey, Paul A | Equipment Operator |
| (OC) | On-Call Reserve | Masters, John P | Driver |
| (OC) | On-Call Reserve | Mata, Jose A | Driver |
| (OC) | On-Call Reserve | Mathis, James | Driver |
| (OC) | On-Call Reserve | Matthews, David A | Laborer |
| (OC) | On-Call Reserve | Mauri, Lenny J. | Laborer |
| (OC) | On-Call Reserve | Maynard, Barbara | Administrative |
| (OC) | On-Call Reserve | Maynard, John C | Supervisor |
| (OC) | On-Call Reserve | McCauley, Adrian T | Equipment Operator |
| (OC) | On-Call Reserve | McCoy, William E. | Laborer |
| (OC) | On-Call Reserve | McMillan, Kevin | Laborer |
| (OC) | On-Call Reserve | McQuinn, Mike D | Laborer |
| (OC) | On-Call Reserve | Meade, Jonathon B | Laborer |
| (OC) | On-Call Reserve | Meadows, Lyle A | Laborer |
| (OC) | On-Call Reserve | Meyers, Mathhew R | Laborer |
| (OC) | On-Call Reserve | Miller, Mark A | Laborer |
| (OC) | On-Call Reserve | Moore, Mitchell W | Equipment Operator |
| (OC) | On-Call Reserve | Moore, Ronnie | Engineer |
| (OC) | On-Call Reserve | Moore, Travis P | Equipment Operator |
| (OC) | On-Call Reserve | Murphy, David | Equipment Operator |
| (OC) | On-Call Reserve | Myers, Walter E | Equipment Operator |
| (OC) | On-Call Reserve | Nation, Shirley L | Administrative |
| (OC) | On-Call Reserve | Nefford, William R | Equipment Operator |
| (OC) | On-Call Reserve | Nelson, Corey S | Equipment Operator |
| (OC) | On-Call Reserve | Newsom, Lloyd R. | Driver |
| (OC) | On-Call Reserve | Newsome, David P. | Driver |
| (OC) | On-Call Reserve | Nickell, Ray A | Driver |

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|---|---|---|---|
| (OC) | On-Call Reserve | Nieves, Edward M. | Driver |
| (OC) | On-Call Reserve | Nissen, Matthew R | Laborer |
| (OC) | On-Call Reserve | Norman, Adrian J. | Laborer |
| (OC) | On-Call Reserve | Norris, Zachary M | Laborer |
| (OC) | On-Call Reserve | O'Connor, Howard J | Laborer |
| (OC) | On-Call Reserve | O'Connor, James R | Laborer |
| (OC) | On-Call Reserve | O'Leyar, Jonathan T | Laborer |
| (OC) | On-Call Reserve | Oubre, Steven A | Laborer |
| (OC) | On-Call Reserve | Owens, Mark P. | Laborer |
| (OC) | On-Call Reserve | Pena, Ernesto | Laborer |
| (OC) | On-Call Reserve | Pena, Frank E | Laborer |
| (OC) | On-Call Reserve | Pennington, Johnny M. | Laborer |
| (OC) | On-Call Reserve | Penny, Gerald E | Laborer |
| (OC) | On-Call Reserve | Penny, James S. | Laborer |
| (OC) | On-Call Reserve | Perez, William C. | Laborer |
| (OC) | On-Call Reserve | Perkins, Jason T | Driver |
| (OC) | On-Call Reserve | Perry, Cody D | Driver |
| (OC) | On-Call Reserve | Perry, David W | Driver |
| (OC) | On-Call Reserve | Pfiefer, Tim L | Equipment Operator |
| (OC) | On-Call Reserve | Phillips Jr., Raymond M | Equipment Operator |
| (OC) | On-Call Reserve | Pike, Millard E | Laborer |
| (OC) | On-Call Reserve | Plessala, Barry | Driver |
| (OC) | On-Call Reserve | Powell, Marcus W. | Equipment Operator |
| (OC) | On-Call Reserve | Price, Eric C | Driver |
| (OC) | On-Call Reserve | Primrose, Beau D. | Equipment Operator |
| (OC) | On-Call Reserve | Primrose, Jimmy G. | Equipment Operator |
| (OC) | On-Call Reserve | Primrose, Robert E. | Equipment Operator |
| (OC) | On-Call Reserve | Pritchard, Dulaine C | Driver |
| (OC) | On-Call Reserve | Puchhas, Stephen J | Driver |
| (OC) | On-Call Reserve | Puderbach, Theresa I. | Laborer |
| (OC) | On-Call Reserve | Rawls, Matthew R. | Laborer |
| (OC) | On-Call Reserve | Reed, Carrie A | Laborer |
| (OC) | On-Call Reserve | Restivo, Mike D | Laborer |
| (OC) | On-Call Reserve | Richards, Joseph A | Laborer |
| (OC) | On-Call Reserve | Robinson, Karen W | Laborer |
| (OC) | On-Call Reserve | Robinson, Nicholas W | Laborer |
| (OC) | On-Call Reserve | Robinson, Zeb G | Driver |
| (OC) | On-Call Reserve | Rogers, William T | Supervisor |

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|---|---|---|---|
| (OC) | On-Call Reserve | Rolison, Caren R | Administrative |
| (OC) | On-Call Reserve | Rollison, Jerry D. | Driver |
| (OC) | On-Call Reserve | Romanelli, Tony W. | Driver |
| (OC) | On-Call Reserve | Romero, Rogelio F | Laborer |
| (OC) | On-Call Reserve | Ross, Steven R. | Driver |
| (OC) | On-Call Reserve | Rousseau, Donnell C | Driver |
| (OC) | On-Call Reserve | Royals, Tracy L. | Laborer |
| (OC) | On-Call Reserve | Rudolph, Patsy L. | Administrative |
| (OC) | On-Call Reserve | Runnels, Eldridge R | Driver/Operator |
| (OC) | On-Call Reserve | Rydberg, Thomas F | Driver |
| (OC) | On-Call Reserve | Salazar, Antonio M. | Laborer |
| (OC) | On-Call Reserve | Sanford, Sierra M | Laborer |
| (OC) | On-Call Reserve | Sapp, Floyd W | Driver |
| (OC) | On-Call Reserve | Sapp, Gloria G | Laborer |
| (OC) | On-Call Reserve | Sargent, Christopher C | Equipment Operator |
| (OC) | On-Call Reserve | Sawyer, Danny L | Equipment Operator |
| (OC) | On-Call Reserve | Schnell, Gary L | Equipment Operator |
| (OC) | On-Call Reserve | Scott, Scott A | Equipment Operator |
| (OC) | On-Call Reserve | Shadid, Shadeen H | Driver |
| (OC) | On-Call Reserve | Sifuentes, Debra | Laborer |
| (OC) | On-Call Reserve | Simmons, Trey D | Laborer |
| (OC) | On-Call Reserve | Simmons, Vincent J | Laborer |
| (OC) | On-Call Reserve | Simonen, Bruce | Laborer |
| (OC) | On-Call Reserve | Skinner, Larry W | Laborer |
| (OC) | On-Call Reserve | Skinner, Nycole O | Laborer |
| (OC) | On-Call Reserve | Sloat, Randall L. | Laborer |
| (OC) | On-Call Reserve | Smith, Arthur C | Driver |
| (OC) | On-Call Reserve | Smith, Branden M | Laborer |
| (OC) | On-Call Reserve | Smith, Michael J | Driver |
| (OC) | On-Call Reserve | Smith, William | Laborer |
| (OC) | On-Call Reserve | Smith, William C | Driver |
| (OC) | On-Call Reserve | Snowden, Aaron D. | Laborer |
| (OC) | On-Call Reserve | South, Andrew J | Laborer |
| (OC) | On-Call Reserve | Speed Jr, George M | Driver |
| (OC) | On-Call Reserve | Spiller, Jr., Gary E | Driver |
| (OC) | On-Call Reserve | Stevens, Joshua J. | Equipment Operator |
| (OC) | On-Call Reserve | Stewart, Billy G | Equipment Operator |
| (OC) | On-Call Reserve | Stewart, Cory T. | Equipment Operator |

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|---|---|---|---|
| (OC) | On-Call Reserve | Stinson, Roger D. | Laborer |
| (OC) | On-Call Reserve | Stoddard, Jammie L | Equipment Operator |
| (OC) | On-Call Reserve | Stoddard, Jeff | Equipment Operator |
| (OC) | On-Call Reserve | Strong, Larry A | Driver |
| (OC) | On-Call Reserve | Stump, Mark A | Laborer |
| (OC) | On-Call Reserve | Suarez, Alfredo G | Laborer |
| (OC) | On-Call Reserve | Sullivan, Robert D. | Laborer |
| (OC) | On-Call Reserve | Sutton, Charles | Laborer |
| (OC) | On-Call Reserve | Swano, Derick M. | Laborer |
| (OC) | On-Call Reserve | Taylor, Ronnie A | Laborer |
| (OC) | On-Call Reserve | Terrell, Michael R. | Driver |
| (OC) | On-Call Reserve | Thomas, Christopher C | Driver |
| (OC) | On-Call Reserve | Thomas, Steven | Laborer |
| (OC) | On-Call Reserve | Thompson, Robert W | Driver |
| (OC) | On-Call Reserve | Tjaden, Johann O. | Laborer |
| (OC) | On-Call Reserve | Triplett, Joshua D | Laborer |
| (OC) | On-Call Reserve | Tucker, James L. | Laborer |
| (OC) | On-Call Reserve | Turbeville, Danielle N | Laborer |
| (OC) | On-Call Reserve | Turner, Gena M | Administrative |
| (OC) | On-Call Reserve | Turner, Rachael L | Administrative |
| (OC) | On-Call Reserve | Turner, Randall L | Driver |
| (OC) | On-Call Reserve | Utley, Cecelia M | Laborer |
| (OC) | On-Call Reserve | Utterback, Joshua C | Driver |
| (OC) | On-Call Reserve | Utterback, Mel W | Driver |
| (OC) | On-Call Reserve | VanFossen, Joe M | Equipment Operator |
| (OC) | On-Call Reserve | Villareal, Rick | Equipment Operator |
| (OC) | On-Call Reserve | Villarreal, Erica | Administrative |
| (OC) | On-Call Reserve | Wagner, Ronald D | Driver |
| (OC) | On-Call Reserve | Wallace, Sally | Administrative |
| (OC) | On-Call Reserve | Warncke, Courtney | Administrative |
| (OC) | On-Call Reserve | Weed, Christopher M | Equipment Operator |
| (OC) | On-Call Reserve | Wells, Danny H | Driver |
| (OC) | On-Call Reserve | Wells, Jason T | Operator |
| (OC) | On-Call Reserve | White, Charles B. | Laborer |
| (OC) | On-Call Reserve | White, Justin C. | Laborer |
| (OC) | On-Call Reserve | Whitman, Cody R | Equipment Operator |
| (OC) | On-Call Reserve | Whitman, Jimmy L. | Equipment Operator |
| (OC) | On-Call Reserve | Whitman, Justin M. | Equipment Operator |

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|---|---|---|---|
| (OC) | On-Call Reserve | Whitt, Lacy D. | Administrative |
| (OC) | On-Call Reserve | Williams, Dustin L | Laborer |
| (OC) | On-Call Reserve | Williams, Lemmie O. | Laborer |
| (OC) | On-Call Reserve | Williamson, Andy F | Laborer |
| (OC) | On-Call Reserve | Williamson, Vanita | Administrative |
| (OC) | On-Call Reserve | Wolf, James J | Driver |
| (OC) | On-Call Reserve | Wolf, Joy L | Administrative |
| (OC) | On-Call Reserve | Woods, Rodney D. | Driver |
| (OC) | On-Call Reserve | Yasinski, Richard L | Laborer |
| (OC) | On-Call Reserve | Young, William | Driver |
| (OC) | On-Call Reserve | Zittle, Darren E | Laborer |

## Potential List Of Subcontracted Services

TFR Enterprises offers a wide range of services within the debris removal and management industry, ensuring clients receive a complete and tailored debris management plan. While TFR can perform most tasks in-house, we may subcontract any of the specific services below to meet project demands efficiently.

- Debris Damage/Quantity Assessments
- Emergency Road Clearance
- Hazardous Tree, Limbs, and Root Removal
- Debris Removal from Streams and Canals
- Vegetative, C&D, HHW, and White Goods Removal from ROW and Private Property
- Demolition of Structures
- DMS Preparation, Management, Restoration, and Close-out
- Debris Reduction by Grinding, Open-Burn, and Air Curtain Incineration
- Debris Removal from DMS to Final Disposal
- Stream and Canal Restoration
- Beach and Sand Cleaning and Restoration
- Equipment and Manpower Leasing
- Contract Management Compliance

TFR owns over 200 pieces of disaster-specific equipment, including a fleet of self-loading debris-hauling trucks, rubber-tired/tracked loaders, heavy-haulers, excavators, dozers, field offices, six (6) Diamond Z 1463 Tub Grinders, and two (2) Diamond Z Horizontal Grinders for vegetative debris reduction (grinding). This company-owned and controlled assets resource allows TFR to provide an expedient response.

From one of our staging sites, located throughout the US, TFR can respond within hours to begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. TFR usually has a site ready for the acceptance of storm-generated debris in less than 24 hours. Project teams are immediately available to quantify debris, provide an overall damage estimate, and begin a recovery/removal plan.

## Litigation and Terminations

| Year | Type of Action | Title of Action | TFR Enterprises, Inc. Status | Nature of Action | Status |
|---|---|---|---|---|---|
| 2022 | Arbitration | In the matter of Arbitration Between Core Tree Care, Inc. vs. TFR Enterprises, Inc. | Claimant | Payment Dispute- TFR withheld retainage | **Settlement agreement reached – pending final paperwork** |

**Core Tree Care**
Core Tree filed this arbitration demand seeking payment of retainage TFR rightfully withheld due to Core Tree's failure to timely and properly perform and provide the necessary number of trucks related to certain TFR projects with the Florida Department of Transportation. TFR is permitted to withhold retainage to offset the fees and expenses incurred in connection with Core Tree's failures, which it did. TFR is vigorously defending against this arbitration. **The parties have reached a settlement agreement whereby TFR agreed to pay Core Tree $55,250, and the parties canceled the arbitration. TFR is awaiting final paperwork from Core Tree to send the settlement amount to Core Tree.**

TFR Enterprises, Inc. confirms that neither the company nor any of its principals has experienced any of the following:

- **Bankruptcy or Reorganization**: TFR Enterprises, Inc. and its principals have never been declared bankrupt, reorganized under Chapter 11, or placed into receivership.
- **Criminal Violations or Convictions**: TFR Enterprises, Inc. and its principals have no history of criminal violations or convictions.
- **Contract Terminations**: TFR Enterprises, Inc. has not had any contracts for services, as outlined in this RFSP, terminated for default, non-performance, or delay within the past five (5) years.

# GUARANTEE OF PROPOSAL

Name of Company: TFR Enterprises, Inc

Street Address: 601 Leander Drive

Leander, Texas 78641
City State Zip

Mailing Address: 601 Leander Drive, Leander, Texas 78641

Phone No.: 512-260-3322 Fax#: 512-528-1942

Email Address: tiffany@tfrinc.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CRC1332507

State of Florida Corporation ID # (From Secretary of State): F02000004640

Federal Employer Identification Number (FEIN): 72-1149862

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Tipton F Rowland
(Printed Name of Above Signer)

CEO
(Printed Title of Above Signer)

12/5/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Tipton F Rowland, on this 5th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. RFSP No. 001-25, Disaster Debris Management and Removal Services.

Addenda Numbers Received:

1

2

3

AUTHORIZED SIGNATURE: 

PRINTED NAME OF ABOVE: Tipton F Rowland

TITLE OF ABOVE: CEO

COMPANY NAME: TFR Enterprises, Inc

# PROPOSER'S CERTIFICATION

## (ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF Texas )

SS

COUNTY OF Williamson )

On this 5th day of December, 20 24, before me, the undersigned authority, personally appeared Tipton F Rowland, to me known to be the individual described in and who executed the foregoing instrument as CEO of TFR Enterprises, Inc, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

Tiffany J. Jean (Signature of Notary Public)

Tiffany J. Jean (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

TIFFANY J. JEAN
Notary Public, State of Texas
Comm. Expires 01-27-2026
Notary ID 123933814

## (ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# CORPORATE RESOLUTION

I hereby certify that I, Julie Rowland, am the undersigned Secretary of TFR Enterprises, Inc (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 601 Leander Drive, Leander, Texas 78641. The Corporation is duly organized and existing under laws of the State of Tennessee and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 12th day of June, 1989 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Tipton F Rowland (name), CEO (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for RFSP No. 001-25, Disaster Debris Management and Removal Services (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 5th day of December, 20 24

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Tennessee corporation, do certify that Julie Rowland (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Tipton F Rowland | | CEO | | |
| Julie Rowland | | Secretary | | |
| | | | | |

This 5th day of December, 2024.

# FORMS

*Fill in Form*

## FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Tipton F Rowland am the *(title)* CEO and the duly authorized representative of the firm of *(Firm Name)* TFR Enterprises, Inc whose address is 601 Leander Drive, Leander, Texas 78641, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

N/A

Firm Name: TFR Enterprises, Inc

Printed Name: Tipton F Rowland

Signature: _____ Title: CEO

Date: 12/5/2024

STATE OF Texas
COUNTY OF Williamson

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/5/24 (*date*) by Tipton F Rowland (*name of officer or agent, title of officer or agent*), of TFR Enterprises, Inc (*name of corporation acknowledging*), a TN (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced Personally Known (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: January 27, 2026

TIFFANY J. JEAN
Notary Public, State of Texas
Comm. Expires 01-27-2026
Notary ID 123933814

# FORMS

*Fill in Form*

FIRM PROFILE

1. Firm (or joint venture) Name & Address

TFR Enterprises, Inc
601 Leander Drive
Leander, Texas 78641

1a. Firm is X National ____ Regional ____ Local

FEIN # 72-1149862

1b. Firm is a County Certified Small Business ____ Yes X No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes X No

1d. Firm is a Certified Minority Business _____ Yes X No

1e. Licensed to do business in the State of Florida
X Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

1g. Address of office to perform work, if different from Item 1
13820 181st Road
Live Oak, Florida 32060

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

100% of our staff is available to the City of Plantation. TFR will supplement staffing needs with our trusted subcontractors shoud it be a large event.

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this joint venture previously worked together? ____ Yes ____ No

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RFSP No. 001-25, Disaster Debris Management

2. This sworn statement is submitted by TFR Enterprises, Inc (entity submitting sworn statement), whose business address is 601 Leander Drive, Leander, Texas 78641 and its Federal Employer Identification Number (FEIN) is 72-1149862. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Tipton F Rowland (please print name of individual signing), and my relationship to the entity named above is Owner/CEO.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

# PUBLIC ENTITY CRIMES

*Fill in Form*

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/5/2024
(Date)

STATE OF Texas

COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 5th Day of December, 2024, by Tipton F Rowland, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

TIFFANY J. JEAN
Notary Public, State of Texas
Comm. Expires 01-27-2026
Notary ID 123933814

**NOTARY PUBLIC:**

SIGN: Tiffany J Jean

PRINT: Tiffany J. Jean
Notary Public, State at large
My Commission Expires: January 27, 2026

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Signature | Tipton F Rowland<br>Printed Name |
| TFR Enterprises, Inc<br>Bidder Name | 12/5/2024<br>Date |

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: TFR Enterprises, Inc

Name: Tipton F Rowland

Title: CEO

STATE OF Texas

COUNTY OF Williamson

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/5/2024 (*date*) by Tipton F Rowland who is personally known to me or who has produced Personally Known as identification.

My commission expires:

TIFFANY J. JEAN
Notary Public, State of Texas
Comm. Expires 01-27-2026
Notary ID 123933814

NOTARY PUBLIC

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/5/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A – REV. 1-98**

# TRUTH IN NEGOTIATION STATEMENT

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Texas

COUNTY OF Williamson

Before me, the undersigned authority, personally appeared Tipton F Rowland, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by TFR Enterprises, Inc, (entity submitting sworn statement), whose business address is 801 Leander Drive, Leander, Texas 78641 and its Federal Employer Identification Number (FEIN) is 72-1149862. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is Tipton F Rowland (please print name of individual signing), and my relationship to the entity named above is Owner/CEO, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of TFR Enterprises, Inc, (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

# TRUTH IN NEGOTIATION STATEMENT

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Texas

COUNTY OF Williamson

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/5/2024 (*date*) by Tipton F Rowland, CEO (*name of officer or agent, title of officer or agent*), of TFR Enterprises, Inc (*name of corporation acknowledging*), a TN (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

Tiffany J. Jean
NOTARY PUBLIC

TIFFANY J. JEAN
Notary Public, State of Texas
Comm. Expires 01-27-2026
Notary ID 123933814

# TRUTH IN NEGOTIATION STATEMENT

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____
NOTARY PUBLIC

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| Schedule | Limits |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X, C, U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS** **CONTRACTOR**

12/5/2024

**DATE** **CITY OF PLANTATION**

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) 12/12/2018

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

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

| PRODUCER | CONTACT NAME: Agent Name |
|---|---|
| American Underwriters<br>Miami, FL 33166 | (A/C, No, Ext): FAX (A/C, No): |
| | Agent CONTACT INFORMATION / NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $ 5,000 |
| | POLICY PRO- C JECT LO | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea. accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR CLAIMS- | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | | | | X PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EAEMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

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

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2024

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

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

| | |
|---|---|
| PRODUCER<br>TrueNorth Companies, L.C.<br>500 1st St SE<br>Cedar Rapids IA 52401 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 319-862-0612<br>E-MAIL ADDRESS: certs@truenorthcompanies.com |
| INSURED TFRENTE-01<br>TFR Enterprises Inc<br>601 Leander Dr<br>Leander TX 79641 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Carolina Casualty Insurance Company — 10510<br>INSURER B : Nautilus Insurance Company — 17370<br>INSURER C : Key Risk Insurance Company — 10885<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 221942196 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | ECP2043137-10 | 7/1/2024 | 3/31/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $1,000,000<br>$50,000<br>$5,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| C | AUTOMOBILE LIABILITY<br>ANY AUTO<br>X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BAP2043139-10 | 7/1/2024 | 3/31/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $1,000,000<br>$<br>$<br>$<br>$ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | FFX2043138-10 | 7/2/2024 | 3/31/2025 | EACH OCCURRENCE<br>AGGREGATE<br> | $5,000,000<br>$5,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | CCWC426201 | 7/1/2024 | 3/31/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| B | Pollution Liability | | | ECP2043137-10 | 7/1/2024 | 3/31/2025 | Occurrence Limit | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In accordance with policy terms and conditions: If Yes is indicated above for Additional Insured, General Liability form ECP 1246 01/21(ongoing operations), form ECP 1248 01/21 (completed operations) and Auto Liability form BENV CA06 09/17 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form ECP 1259 01/21, Automobile Liability form CA 0444 10/13 and Workers Compensation form WC420304B 06/14 apply.
30 day notice of cancellation provision applies on the General Liability policy.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A - Bid Bond

CONTRACTOR:
Name: T.F.R. Enterprises, Inc.
Legal Status: Corporation
Address: 601 Leander Dr., Leander, TX 78641

SURETY:
Name: Travelers Casualty and Surety Company of America
Legal Status: Corporation
Principal place of Business: One Tower Square, Hartford, CT 06183

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% G.A.B. - Five Percent of the Greatest Amount Bid

PROJECT:
RFSP No. 001-25, Disaster Debris Management and Removal Services - Term Contract, City of Plantation Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

T.F.R. Enterprises, Inc.
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) David T. Miclette

Travelers Casualty and Surety Company of America
(Name of Surety)

* original mailed

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T MICLETTE** of **HOUSTON**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **December**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

# PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of _____(Phone:_____), as Principal and _____, a corporation, having a principal street address of _____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated_____, 20___, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20 .

_____
(Name of Principal)

By:. (As Attorney in Fact)

_____
(Name of Surety)

# FEMA REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
   a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
   b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
   a. Time Cards
   b. Daily work reports for every employee, by each separate FEMA category of work
   c. Daily equipment use, by each separate FEMA category of work
   d. List of all supplies and materials used, by each separate FEMA category of work
   e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors

are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders

and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

# FEMA REQUIREMENTS

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

# FEMA REQUIREMENTS

## 14. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

## 15. Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

# FEMA REQUIREMENTS

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law.

Fill in Form

## FEMA REQUIREMENTS

Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: TFR Enterprises, Inc

By (sign): _____

Print Name: Tipton F. Rowland

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Texas

COUNTY OF Williamson

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/5/2024 (*date*) by Tipton F Rowland (*name of officer or agent, title of*

Fill in Form

## FEMA REQUIREMENTS

*officer or agent*), of TFR Enterprises, Inc (*name of corporation acknowledging*), a TN (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

Tiffany J Jean

NOTARY PUBLIC

TIFFANY J. JEAN
Notary Public, State of Texas
Comm. Expires 01-27-2026
Notary ID 123933814

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____

NOTARY PUBLIC

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name:** TFR Enterprises, Inc **Date:** 12/5/2024

**Base Proposal Total:** 17,209,975.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Disadvantaged Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

- ☒ Bidders Certification
- ☒ Registered as a City of Plantation Vendor
- ☒ Bid Form
- ☒ Signed General Terms and Provisions
- ☒ Addendums (if any)
- ☒ Bid Guarantee Form
- ☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☒ Bid Checklist and Summary Form
- ☒ References
- ☒ Public Entity Crimes Forms
- ☒ Drug Free Workplace Form
- ☒ Certificate of Insurance Requirements Form
- ☒ FEMA Requirements
- ☒ Bid Bond
- ☐ Public Construction Bond
- ☒ Forms A-1 & Firm Profile

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Tipton F Rowland, CEO

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** TFR ENTERPRISES INC
**Receipt #:** 325-234497
**Business Type:** CLEANING/JANITORIAL (REMOVAL OF DEBRI)

**Owner Name:** TIPTON F ROWLAND
**Business Location:** 601 LEANDER DRIVE
OUT OF STATE
**Business Phone:** 512-260-3322

**Business Opened:** 07/08/2010
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 25 | | |

For Vending Business Only
Number of Machines: Vending Type:

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 |

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

TFR ENTERPRISES INC
601 LEANDER DRIVE
LEANDER, TX 78641

Receipt #WWW-23-00274554
Paid 07/24/2024 150.00

## 2024 - 2025

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

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| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 25 | | |

Signature

For Vending Business Only
Number of Machines: Vending Type:

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 |

Receipt #WWW-23-00274554
Paid 07/24/2024 150.00

**FLORIDA DEPARTMENT OF Environmental Protection**

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

**Ron DeSantis**
Governor

**Jeanette Nuñez**
Lt. Governor

**Shawn Hamilton**
Secretary

August 29, 2024

Sharon G Lyell
T.F.R., Inc.
601 Leander Drive
Leander, TX 78641

Dear Ms. Lyell,

Effective August 29, 2024, T.F.R., Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2026.

If you have any questions regarding this prequalification please feel free to contact Logan Lee-Marple by phone at (850) 245-2519 or via email at Logan.LeeMarple@FloridaDEP.gov.

Sincerely,

Ralph M Perkins

Digitally signed by Ralph M Perkins
Date: 2024.09.03 09:01:09 -04'00'

Ralph Perkins, FCCM
Program Administrator
Bureau of Design and Construction

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**LYELL, SHARON G**

T.F.R., INC. OF TEXAS
601 LEANDER DRIVE
LEANDER TX 78641

**LICENSE NUMBER: CRC1332507**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Disaster Debris Management and Removal Services Term Contract
RFSP No. 001-25

**2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Feb 02, 2024**
**Secretary of State**
**7078581813CC**

DOCUMENT# F02000004640

**Entity Name:** T.F.R., INC. OF TEXAS

**Current Principal Place of Business:**

601 LEANDER DR
LEANDER, TX 78641

**Current Mailing Address:**

601 LEANDER DR
LEANDER, TX 78641

**FEI Number: 72-1149862**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | PRESIDENT | Title | SECRETARY, TREASURER |
| Name | ROWLAND, TIPTON | Name | ROWLAND, JULIE |
| Address | 601 LEANDER DR | Address | 601 LEANDER DR |
| City-State-Zip: | LEANDER TX 78641 | City-State-Zip: | LEANDER TX 78641 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: JULIE ROWLAND SECRETARY 02/02/2024

Electronic Signature of Signing Officer/Director Detail — Date

Plantation
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# ADDENDUM NO. 1

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 1, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

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# ADDENDUM NO. 2

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 22, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS:**

**Question No. 1** – Please provide me with the members of the evaluation committee for RFSP NO. 001-25 and their positions at the city

**Response No. 1 –** Matthew Thompson, Public Works Director (1- Chair),
Melissa Doyle, Division Manager, City of Fort Lauderdale (2), Danny Pollio, Utilities Director (3)

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

Plantation
the grass is greener®

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* _____

| Equipment with Operator | Estimated Quantity | UOM | Unit Cost $ | Extended Cost $ |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | 2 5.00 | 2,900.00 |
| Crash Truck w/Impact Attenuator | 70 | HRS | 160.00 | 11,200.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | 5.00 | 5,950.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | 110.00 | , 00.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | 140.00 | 9, 00.00 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | 1 5.00 | 12,250.00 |
| Dump Truck, 16 +/- CY | 70 | HRS | 5.00 | 5,950.00 |
| Dump Truck, 20 +/- CY | 70 | HRS | 125.00 | , 50.00 |
| Dump Truck, 38 +/- CY | 70 | HRS | 1 5.00 | 12,250.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | 45.00 | ,150.00 |
| Generator, 200 kW, List kW Capacity | 70 | HRS | 195.00 | 1 ,650.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | 5 5.00 | ,450.00 |
| Light Plant with Fuel and Support | 140 | HRS | 45.00 | 6, 00.00 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | 160.00 | 11,200.00 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | 165.00 | 11,550.00 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | 1 5.00 | 12,250.00 |
| Kunckleboom Loader | 140 | HRS | 290.00 | 40,600.00 |
| Lowboy Trailer w/ Tractor | 70 | HRS | 115.00 | ,050.00 |
| Mobil Crane up to 15 Ton | 70 | HRS | 145.00 | 10,150.00 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | 115.00 | ,050.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | 195.00 | 1 ,650.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | 415.00 | 29,050.00 |

# REVISED BID/PROPOSAL FORM

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | 20.00 | 1,400.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | 140.00 | 9, 00.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | 150.00 | 10,500.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | 165.00 | 11,550.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | 1 5.00 | 12,250.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | 490.00 | 6 ,600.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | 165.00 | 11,550.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | 1 5.00 | 12,250.00 |
| Truck, Flatbed | 70 | HRS | 55.00 | , 50.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | 95.00 | 1 , 00.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | 120.00 | 16, 00.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | 190.00 | 1 , 00.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | 195.00 | 1 ,650.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | 160.00 | 11,200.00 |
| **Equipment with Operator Extended Price:** | | | | 521, 50.00 |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | 5.00 | 5,250.00 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | 0.00 | 4,900.00 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | 90.00 | 12,600.00 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | 60.00 | ,400.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | 60.00 | ,400.00 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | 115.00 | ,050.00 |
| **Schedule 1 Extended Price:** | | | | 4 ,600.00 |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | 445.00 | 5,600.00 |
| **Crew Category Extended Price:** | | | | 5,600.00 |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | 265.00 | 5 0,000.00 |

# REVISED BID/PROPOSAL FORM

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | 8.00 | 800,000.00 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | 8.45 | 845,000.00 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | 8.25 | 825,000.00 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | 115.00 | 11,500,000.00 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | 3.85 | 770,000.00 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | 4.50 | 256,500.00 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | 4.75 | 270,750.00 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | 5.00 | 285,000.00 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | 5.50 | 313,500.00 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | 80.00 | 9,600.00 |
| 13 inch to 24.99 inch diameter | 70 | EACH | 150.00 | 10,500.00 |
| 25 inch to 36.99 inch diameter | 10 | EACH | 250.00 | 2,500.00 |

# REVISED BID/PROPOSAL FORM

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | 350.00 | 3,500.00 |
| 49 inch and larger diameter | 5 | EACH | 475.00 | 2,375.00 |
| Hanger Removal (per Tree) | 1900 | TREE | 88.00 | 167,200.00 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | 275.00 | 5,500.00 |
| 37 inch to 48.99 inch diameter | 15 | EACH | 375.00 | 5,625.00 |
| 49 inch and larger diameter | 1 | EACH | 475.00 | 475.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | 60.00 | 1,200.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | 35.00 | 700.00 |
| **Schedule 2 Extended Price:** | | | | 16,604,925.00 |
| | | | | |
| **GRAND TOTAL** | | | $ 1 ,209,9 5.00 | |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | 5.00 | 500.00 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | 10.00 | 500.00 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | 150.00 | 2,250.00 |
| Single Axle | 10 | EACH | 250.00 | 2,500.00 |
| Double Axle | 10 | EACH | 300.00 | 3,000.00 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | 2.00 | 20.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

# REVISED BID/PROPOSAL FORM

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

| | |
|---|---|
| **From:** | Edwards, Asha |
| **To:** | Spencer, Ezzard "Charles" |
| **Subject:** | Fwd: [EXTERNAL SENDER] - RFSP #001-25 - Disaster Debris Management and Removal Services - Term Contract |
| **Date:** | Monday, March 17, 2025 6:59:06 PM |
| **Attachments:** | image002.png<br>image003.png<br>image004.png<br>image005.png<br>image006.png |

---

Thank you Charles

Get Outlook for iOS

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**From:** Edwards, Asha <AEdwards@plantation.org>
**Sent:** Tuesday, February 11, 2025 4:00 PM
**To:** 'Jackie Ryan' <jryan@ashbritt.com>
**Subject:** RE: [EXTERNAL SENDER] - RFSP #001-25 - Disaster Debris Management and Removal Services - Term Contract

Good afternoon,

Thank you for reaching out to us.

I will confirm and respond accordingly.

Regards,


***Asha Edwards, LLB, CPPB, NIGP-CPP***
Procurement Assistant Director
Email: aedwards@plantation.org
Phone: 954-797-2205
400 NW 73rd Ave, Plantation, FL33317
https://www.plantation.org/government/departments/procurement/plantation-procurement-gazette


"Saving The World...One Procurement At A Time"

---

**From:** Jackie Ryan <jryan@ashbritt.com>
**Sent:** Tuesday, February 11, 2025 10:52 AM
**To:** Edwards, Asha <AEdwards@plantation.org>

**Subject:** [EXTERNAL SENDER] - RFSP #001-25 - Disaster Debris Management and Removal Services - Term Contract

Good morning Ms. Edwards.
It was nice speaking with you earlier.
As discussed, AshBritt would prefer not to enter into a third position contract with the City and was wondering if the City would be agreeable to awarding the third position contract to the next highest ranked vendor.

As a 29-year resident of the City of Plantation, I was bummed that AshBritt, a 32 year local contractor, was not ranked first. However, we respect the City's time and effort put into the RFP selection process.

Please let me know if the City would be amenable to our request.

Thank you.

Respectfully,

AshBritt 30 YEARS SUPPORTING COMMUNITIES NATIONWIDE

**JACKIE RYAN**
**PROCUREMENT DIRECTOR**

**CELL: 954.258.6717**
**JRYAN@ASHBRITT.COM**
ASHBRITT.COM
O: 954.725.6992 F: 954.725.6991
565 E. Hillsboro Blvd,
Deerfield Beach, Florida, 33441

AshBritt

**RFSP #** 001-25

**Title:** Disaster Debris Management and Removal Services -- Term Contract










**PROPOSER:**

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
Phone: (954) 725-6992
Email: response@ashbritt.com

**DELIVER TO:**

City of Plantation
via Demand Star Portal

**DUE DATE:**

December 10, 2024
11:00 AM

**PROPOSER CONTACT:**

Brian Thomason – (954) 240-1110

**MISSION**

As the nation's leader in emergency management and disaster response, our team's mission is to support government agencies and communities in their time of need.

**VALUES**

Ensure safety, integrity, commitment to service, and teamwork.

**VISION**

Transform the industry through innovative and sound initiatives to support all communities with their environmental, infrastructure, and sustainability needs.

*TAB 1. TITLE PAGE*

# RFSP # 001-25

# DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT

**PROPOSER: AshBritt, Inc.**

**CONTACT PERSON:**
**Brian Thomason, Sr. VP**
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
Phone: (954) 725-6992

**LEGAL ENTITY: AshBritt, Inc.**
**PRINCIPAL PLACE OF BUSINESS**
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
Phone: (954) 725-6992
Email: response@ashbritt.com

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## THE ASHBRITT DIFFERENCE

AshBritt's participation in the **National Response Framework** dates back to 1998 as a debris contractor for the **United States Army Corps of Engineers (USACE)**.

**20 Years** AshBritt's Senior Operations Team has worked together for more than 20 years.

ASHBRITT'S BONDING CAPACITY IS
Single Job: 1,000,000,000
Aggregate: 2,000,000,000
AND HAS $100 MILLION OF COMPANY WORKING CAPITAL

570+ RESPONSE MISSIONS
110 FEDERALLY DECLARED DISASTERS
34 DIFFERENT STATES

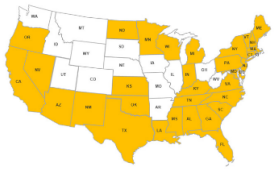

In the last 10 years, AshBritt managed over 50,000,000 CY of debris, giving us more experience than any other company in the industry.

ASHBRITT HAS AN EXPERIENCE MODIFICATION RATING OF 0.77

ASHBRITT WAS ACTIVATED AS THE PRIME CONTRACTOR FOR ALL PROJECTS LISTED BELOW

### HURRICANE KATRINA, U.S. ARMY CORPS DEBRIS REMOVAL MISSION 2005
- Collected and removed 21,500,000 CY of debris
- Collected and removed 9,000,000 CY of debris during the first 60 days
- Average production rate of 150,000 CY a day
- Underwrote $100,000,000

### NORTHERN CALIFORNIA FIRES, U.S. ARMY CORPS DEBRIS REMOVAL MISSION 2017
- AshBritt conducted fire debris removal operations on 1,900 properties in Northern California
- Collected and removed 770,000 tons of fire debris within the 4 impacted jurisdictions
- At peak, AshBritt had 115 debris removal crews working, 553 trucks and moved 25,000 tons of fire debris in one day

### HURRICANE IRMA & HURRICANE HARVEY 2017
- Provided debris management across 69 jurisdictions in Texas and Florida
- Collected and removed 12,000,000 CY of debris
- Removed waterway debris, white goods, putrescent debris, trees/limbs/stumps, and more.

### HURRICANE MICHAEL 2018
- 11 separate debris removal missions across Florida and Georgia
- Collected and removed over 13,700,000 CY of disaster-generated debris
- Managed 16 Debris Management Sites

### OREGON DEPT. OF TRANSPORTATION (ODOT) WILDFIRE PROJECT 2021
- Activated by ODOT in 2 jurisdictions
- AshBritt conducted wildfire debris removal operations on more than 2,100 properties
- Collected and removed 328,145 tons of wildfire debris

### KENTUCKY FLOODING 2022
- Collected and removed 552,000 TONS of disaster-generated debris
- ROW, Waterway/Canal, PPDR, and DMS

### HURRICANE IAN 2022
- Collected and removed 9,500,000 CY of disaster-generated debris
- ROW, PPDR/ROE, Waterway, and Base camp services
- Activated in 15 jurisdictions

### HURRICANE BERYL 2024
- Collected and removed 3,643,320 CY of disaster-generated debris from 6 Texas jurisdictions
- Removed more than 26,000 hazardous hanging limbs and 200 trees

**ASHBRITT PHILANTHROPY**
AshBritt takes pride in being part of the long-term recovery of a community and has contributed over **$15 million** to community driven initiatives.

**SUPPORTING LOCAL & SMALL BUSINESSES**
AshBritt works with Small, Disadvantaged, Minority-Owned, Women-Owned, HUB Zone, and Veteran-Owned business enterprises.

ASHBRITT.COM

## Table of Abbreviations

- ACI - Air Curtain Incinerator
- ACM - Asbestos-Containing Materials
- ADA - American Disability Act
- ADMS - Automated Debris Management System
- AHA - Activity Hazard Analysis
- C&D - Construction & Demolition
- CEMP - Comprehensive Emergency Management Plans
- CFR - Code of Federal Regulations
- CQCM - Contractor Quality Control Management
- DBE - Disadvantaged Business Enterprise
- DEMHS - Division of Emergency Management and Homeland Security
- DFO - Disaster Field Office
- DMC - Debris Management Center
- DSR - Damage Survey Reports
- EHSM - Environmental Health & Safety Manager
- EOC - Emergency Operations Center
- EPA - Environmental Protection Agency
- EPLS - Excluded Party List System
- ER - Emergency Relief
- FAR - Federal Acquisition Regulations
- FCO - Federal Coordinating Officer
- FEMA - Federal Emergency Management Agency
- FHWA - Federal Highway Administration
- FMAG - Fire Management Assistance Grant
- HHW - Household Hazardous Waste
- HMGP - Hazard Mitigation Grant Program
- HUB - Historically Underutilized Businesses
- ICS - Incident Command System
- JRJ - Joint Resolution Jurisdiction
- LSA - Logistical Staging Areas
- MBE - Minority-Owned Business Enterprises
- MOT - Maintenance of Traffic
- MRE - Meals Ready to Eat
- MUTCD - Manual on Uniform Traffic Control Devices
- NEPA - National Environmental Policy Act
- NESHA - National Emission Standards for Hazardous Air Pollutants
- NIMS - National Incident Management System
- NRCS - Natural Resources Conservation Service
- NRP - National Response Plan
- NTP - Notice-to-Proceed
- OCC - Office of Chief Counsel
- OM - Operations Manager
- OSHA - Occupational Safety and Health Administration
- PA - Public Assistance
- PAPPG - Public Assistance Program and Policy Guide
- PDAT - Procurement Disaster Assistance Team
- PMT - Project Management Team
- POD - Points of Distribution
- PPDR - Private Property Debris Removal
- PPE - Personal Protective Equipment
- PSA - Public Service Announcements
- PW - Project Worksheet
- QC - Quality Control
- QCM - Quality Control Manager
- QCR - Quality Control Representative
- RACM - Regulated Asbestos-Containing Material
- ROE - Right-of-Entry
- ROV - Remotely Operated Vessel
- ROW - Right of Way
- RSM - Recovered Screened Material
- SAD - South Atlantic Division
- SAM - System for Award Management
- SBE - Small Business Enterprises
- SERT - State Emergency Response Team
- SHPO - State Historic Preservation Officer
- SOP - Standard Operating Procedures
- SPD - South Pacific Division
- SRIA - Sandy Recovery Improvement Act
- TDMS – Temporary Debris Management Site
- TDSR - Temporary Debris Staging and Reduction
- TO - Task Order
- THPO - Tribal Historic Preservation Officer
- USACE - United States Army Corps of Engineers
- VBE - Veteran-Owned Business Enterprises
- WBE - Women-Owned Business Enterprises

## Evaluation Criteria Matrix

Please refer to the below matrix for information regarding where each element of the solicitation's evaluation criteria can be found in our proposal.

| Criteria for Evaluation | | Proposal Location |
|---|---|---|
| **Qualifications and Experience / Ability of Professional Personnel / Financial** | Availability of qualified personnel | Tab 3. Approach to the Scope of Services, Current Workload of Personnel<br><br>Tab 3. Key Staff Experience and Qualifications, Organizational and Chain of Command |
| | The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel, specifically, operational and administrative personnel assigned to the City | Tab 3. Key Staff Experience and Qualifications, Resumes / Personnel Licenses and Certifications |
| | Ability to perform additional services and provide technical support throughout the period of engagement | Tab 3. Approach to the Scope of Services, Project Methodology – Technical Support and Federal Grant Assistance |
| | Ability to meet set standards | Tab 3. Work Experience |
| | Previous contracting experience with the City and other governmental agencies | Tab 3. Work Experience |
| | Evidence of insurance and/or bonding capacity | Tab 3. Approach to the Scope of Services, Resources Available to Meet the City's Needs, Financial Capability |
| | Demonstrated experience performing municipal general planning services | Tab 3. Approach to the Scope of Services, Project Methodology – Planning and Preparation |
| **Resources and Availability, Quality of Services** | Conveyance of a willingness to work with City staff to maximize resources | Tab 3. Approach to the Scope of Services, Resources Available to Meet the City's Needs |
| | The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully | Tab 3. Approach to the Scope of Services, Project Methodology – Planning and Preparation |
| | Current workload and future commitments | Tab 3. Approach to the Scope of Services, Resources Available to Meet the City's Needs, Current Workload of Personnel |
| | Plan for managing multiple Florida-based debris management/grant support contracts | Tab 3. Approach to the Scope of Services, Current Workload of Personnel |
| | Demonstrated financial capability | Tab 3. Approach to the Scope of Services, Resources Available to Meet the City's Needs, Financial Capability |
| **Operational Plan** | Approach to the Project and Methodology | Tab 3. Approach to the Scope of Services, Project Methodology |
| | Response times and operational plans for monitoring debris recovery | Tab 3. Approach to the Scope of Services, Project Methodology – Mobilizing Procedures (Response Times) / Operational Plan |

| | Criteria for Evaluation | Proposal Location |
|---|---|---|
| | Organizational structure of firm, chain of command, Subcontractor's plan and capacity Meeting the City's operational requirements | Tab 3. Key Staff Experience and Qualifications, Organizational and Chain of Command |
| | Subcontractor's Plan | Tab 3. Approach to the Scope of Services, Subcontractor Plan |
| | Capacity meeting the City's operational requirements | Tab 3. Approach to the Scope of Services, Resources Available to Meet the City's Needs, Current Workload and Future Commitments – Capacity for Meeting the City's Operational Requirements |
| | Onsite emergency response and communications | Tab 3. Approach to the Scope of Services, Project Methodology – Onsite Emergency Response and Communications |
| | Procedures for documentation and verification functions | Tab 3. Approach to the Scope of Services, Project Methodology – Procedures for Documentation and Verification Functions |
| | Quality control and customer service plans | Tab 3. Approach to the Scope of Services, Project Methodology – Quality Control and Customer Service Plans |
| **Price** | | Tab 3. Cost Detail |
| **Past Performance** | References | Tab 3. Work Experience, Past Performance – Referral Letters / Projects of a Similar Scope and Complexity<br><br>Tab 4. Required Forms (References) |
| | Closed, active and pending FEMA disputes, audits for lawsuits | Tab 3. Litigation and Terminations |
| | Explanation of unrecovered FEMA reimbursements | Tab 3. Litigation and Terminations |

## TAB 3. TRANSMITTAL LETTER

**** Please see the following pages for AshBritt's Transmittal Letter ****

**Note: This proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.**

AshBritt

December 8, 2024

Asha Edwards, Assistant Director of Procurement
City of Plantation - Procurement Department

RE: RFSP No. 001-25, Disaster Debris Management and Removal Services – Term Contract

Ms. Edwards,

AshBritt, Inc. (AshBritt), the nation's leading disaster relief and government solutions provider, is pleased to formally submit our proposal for consideration in the selection process for RFSP No. 001-25, Disaster Debris Management and Removal Services.

## Understanding of the Work to Be Done

In our 32-year history, we have responded to more than 110 federally declared disasters and completed 570+ projects in 34 states, collecting, managing, processing, and disposing of more than 185 million cubic yards of debris following hurricanes, tornadoes, floods, snow/ice storms, wildfires, and earthquakes. We can manage all types of debris, including vegetative waste; construction and demolition (C&D); hazardous leaning trees, hanging limbs, and stumps; sand/silt; white goods; electronic waste; animal carcasses; vehicles/vessels; waterway debris removal on navigable and non-navigable waterways; and household hazardous wastes. We also have the expertise to perform a variety of related emergency work, including but not limited to damage assessments, private property debris removal (PPDR), utility coordination, demolition, muck removal, floodwater pumping, base camps, and a myriad of other ancillary services.

## City of Plantation Experience

In recent years, AshBritt has delivered swift and effective disaster response and recovery services to our neighbors in Broward County, from debris removal to logistics support. Our experience with these past projects has allowed us to develop a comprehensive understanding of our home County's unique needs and challenges. We have pre-established communication channels with key stakeholders, created contingency plans tailored to the local infrastructure, and secured a network of local partners – all to ensure an immediate and coordinated response when disaster strikes. Our **32-year local presence**, past experience with the City of Plantation, and network of qualified local partners will enable us to mobilize quickly and efficiently on future missions, minimizing disruption and expediting recovery. Below are projects AshBritt has completed for the City in response to past events.

**Hurricane Wilma (2005):** AshBritt collected, processed and disposed of 366,551 CY of right-of-way disaster debris, utilizing 160 collection trucks for the City of Plantation. 12,681 loads of debris were collected and hauled. Debris collected within the City was temporarily stored and processed at AshBritt's Broward County DMS site. AshBritt also performed a waterway debris mission for the City that consisted of cutting, tossing, and removing hazardous trees, mechanically dredging, and removing other debris from designated areas in and adjacent to canals. We repaired and restored impacted waterways as debris was removed.

**Hurricane Katrina (2005):** AshBritt collected more than 50,000 CY of debris from the right-of-way and transported it to our Broward County DMS where material was reduced and disposed of.

## Florida Expertise

When disaster strikes in Florida, AshBritt is a proven partner in recovery. We have completed more than 200 disaster-related projects across the state since 1992 giving our team unmatched experience and expertise to handle any debris management challenge that Florida may encounter. We understand the unique needs of Florida communities and are committed to a swift recovery process. Information and references for our past projects can be found in Tab 3 of this proposal.; however, a summary of our responses to disasters that impacted the state within recent years is listed below.

**Hurricanes Helene and Milton (2024):** AshBritt has been activated to provide disaster debris management and logistical services to more than 40 jurisdictional authorities across five states, including Florida and multiple United States Army Corps of Engineer missions in GA and NC. Many of these operations remain ongoing. We are performing a myriad of different types of services, including, but not necessary limited to: emergency clearance; ROW vegetative and C&D debris removal; tree trimming/removal; DMS management; waterway debris removal; sand/silt removal; white goods management; debris reduction and disposal; base camp establishment; and the provision of emergency logistical items.

**Hurricane Debby (2024):** Within 28 hours of receiving Notices to Proceed, AshBritt established two 100-person and three 200-person emergency responder basecamps across four jurisidctions for the Florida Division of Emergency Management (FDEM). We also deployed vacuum trucks for floodwater relocation in Collier County and provided right-of-way debris management for Leon County and Manatee County, FL.

**Severe Storms and Localized Flooding (2023):** Following a historic flood in April 2023, AshBritt provided various debris and logistics services to the City of Fort Lauderdale, including ROW debris collection and disposal; de-mucking; City Hall restoration (e.g., power generation, HVAC support, drying and dehumidifying, and sanitization); and the management

of two Comfort Stations.

**Hurricane Idalia (2023):** In addition to providing debris management services to multiple GA jurisdictions, AshBritt provided vegetative debris removal services to Leon and Hillsborough County, FL, waterway debris removal for the Florida Department of Environmental Protection, and set up and managed a 100-person base camp in Suwanee County, FL for the Florida Division of Emergency Management.

**Hurricane Ian (2022):** AshBritt conducted debris removal operations in 15 jurisdictions throughout Florida in response to Hurricane Ian. At our peak, we had approximately 450 debris-hauling trucks and units simultaneously operating throughout the state, and we removed more than 9,500,000 cubic yards of debris. This operation included the removal of C&D and vegetative debris, hazardous leaning trees and hanging limbs, 933,562 cubic yards of waterway debris, white goods, and freon. We also removed 100 vehicles and 110 derelict vessels (some by helicopter), conducted PPDR and CPDR for more than 900 properties, and provided other ancillary services, including three base camps capable of housing 2,500 individuals.

## Best Qualified Contractor for the City of Plantation

The City of Plantation deserves a best-in-class disaster debris management partner, and AshBritt delivers.

**Proven Performance and Local Advantage** – AshBritt has been Broward County's premier disaster debris management firm for 32 years and previously provided service to the Plantation community in response to two major hurricanes – Wilma and Katrina. Members of our management team are long-time Plantation residents. Combined with our nearby headquarters in Deerfield Beach, these advantages ensure a fast and effective response when the City of Plantation needs us most.

**Expertise** – We boast unmatched experience in responding to natural disasters and have a fully certified workforce that includes experts with previous experience working for FEMA and the Florida Division of Emergency Management. Further, our CEO is a current member of FEMA's National Advisory Council, which gives us firsthand knowledge of up-and-coming FEMA policy changes.

**USACE-Approved Methods** – Notably, the United States Army Corps of Engineers (USACE) awarded AshBritt the largest pre-positioned post-disaster debris management contract ever granted to one firm in 2021. This contract award covers 25 states, **including FL**, confirming our place as the nation's industry leader. AshBritt is the only contractor that has maintained a 25-year post-disaster debris management contract with USACE.

**Financial Capability** – Our strong financial backing ensures we can handle any project. AshBritt's current bonding capacity is $1 billion/single project and $2 billion/aggregate. We underwrote $100,000,000 during our operation for the USACE Hurricane Katrina mission and currently have $100,000,000 of company working capital.

**Client Support** – Our Project Management Team will support the City of Plantation before, during, and after disasters. We offer an online training portal and free annual training to better prepare for future events. During and after events, our Technical Assistance Team can support the City's collection and organization of data necessary for federal reimbursements and/or auditing.

**Community Partnership –** We take pride in supporting our client communities through various outreach efforts and philanthropic endeavors. **Since 2014, $15,000,000 from AshBritt and the AshBritt Foundation has been invested back into the communities where we live and work.**

**Primary Contact for RFP**
Brian Thomason, Sr. VP
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 240-1110
bthomason@ashbritt.com

**Corporate Headquarters**
565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
www.ashbritt.com

**Contact with the Ability to Bind**
Brittany Castillo, CEO
Charles "Dow" Knight, Sr. VP
Christina Demidio, Treasurer
Office: (954) 725-6992
Fax: (954) 725-6991
Mobile: (954) 818-4416
response@ashbritt.com

AshBritt explicitly accepts all conditions and requirements contained in this RFP. **Our proposal is a firm and irrevocable offer for ninety (90) days from the date of the proposal opening**. We appreciate your consideration and look forward to serving as the City's disaster recovery partner.

Sincerely,

Christina Demidio
Treasurer

## CERTIFIED RESOLUTION

## (AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)

I, Brittany Perkins Castillo, the duly elected Secretary of the Board of Directors and also the President and Chief Executive Officer of AshBritt, Inc., a corporation organized and existing under the laws of the State of Florida do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with laws and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT Christina Demidio, the duly elected Officer/Treasurer of AshBritt, Inc. be and is hereby authorized to execute and submit any and all documents or any such other instruments as may be necessary on behalf of the said corporation and that all documents or other such instruments signed by her shall be binding upon the said corporation as its own acts and deeds.

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

I further certify that the following IS the name, title and official signature of the person authorized to act by the foregoing resolution.

Christina Demidio : _____

Title: Officer / Treasurer

Given under my hand and the Seal of the said corporation this 22nd day of October, 2024.

By: _____

Brittany Perkins Castillo, President/CEO, AshBritt, Inc.

AshBritt, Inc. CORPORATE SEAL 1992 FLORIDA

The foregoing instrument was acknowledged before me this 24th day of October, 2024 by Brittany Perkins Castillo, as President/CEO for AshBritt, Inc. That she is personally known to me.

_____

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

# TAB 4. DETAILED TECHNICAL PROPOSAL

## SECTION 1. INTRODUCTION LETTER

**** Please see the following pages for AshBritt's Introduction Letter ****

# INTRODUCTION LETTER – RFSP NO. 001-25

Originally founded as a landscaping company, **AshBritt, Inc.**'s (AshBritt) first emergency response effort supported South Florida communities in the wake of Hurricane Andrew. AshBritt is a family-owned business, with Randal Perkins as the owner, his daughter Brittany Perkins Castillo serving as the CEO, and his daughter Sara Perkins serving as the Vice President of Business Affairs. The company was officially incorporated in the State of Florida in October 1992 and has since supported recovery efforts in response to 110+ federally declared disasters in 34 states, including many disasters in the State of Florida and the City of Plantation.

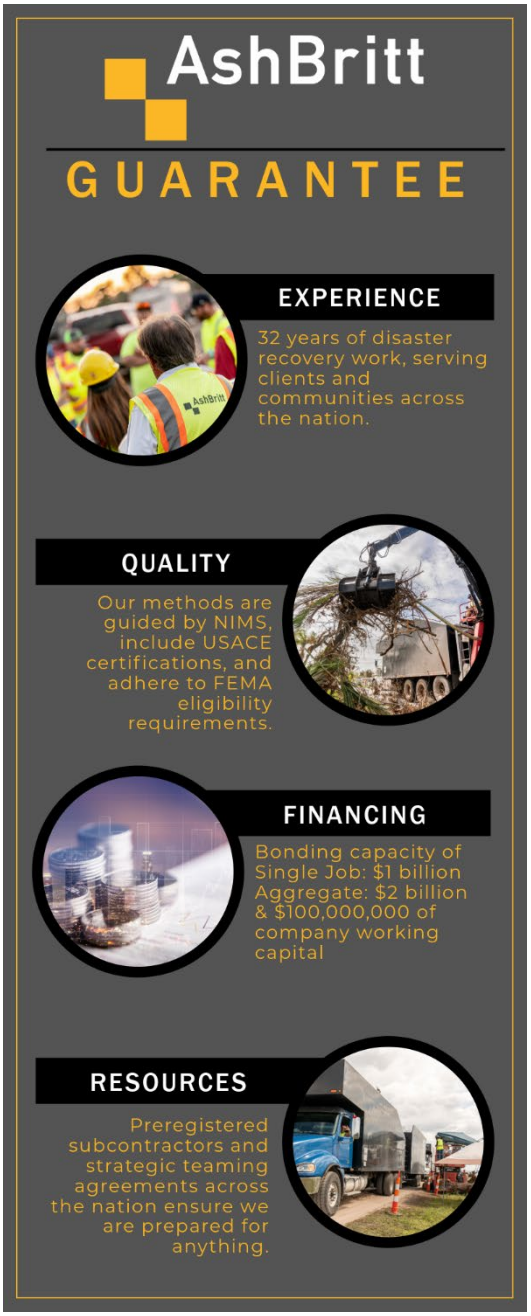


**Disaster Debris Management** – Our highly trained team possesses extensive experience navigating the diverse challenges of disasters. We have traversed the splintered landscapes of hurricanes and tornadoes, tackled flood-stricken terrain, meticulously navigated the aftermath of wildfires, and more. Each event presents unique demands, yet we consistently leverage our deep understanding of post-disaster dynamics to implement effective solutions.

**Logistics Support** – AshBritt is the industry leader in the provision of logistics, emergency materials, shelters, staffing, and support services. We are a national turnkey, rapid response, disaster recovery solutions firm comprised of a seasoned group of experienced and knowledgeable professionals specializing in a wide range of emergency solutions. Our team prepares and guarantees a contingency program that delivers secured assets when time is of the essence, allowing for an all-encompassing approach.

**Safety** – AshBritt maintains the highest levels of safety, quality, and integrity in conducting our services and operations, always adhering to guidelines set forth by OSHA, USACE, EPA, and FEMA.

**Small Business Advocate** – We have also met or exceeded small business requirements in all our past events. **AshBritt was once a small business,** and we remain committed to partnering with small and disadvantaged businesses to the fullest extent possible per 2 C.F.R., Part 200.

**Innovative Solutions** – Our expertise and resources allow us to devise and execute effective solutions tailored to our clients' specific needs. Following Hurricane Ian 2022, we demonstrated this ability by employing helicopters to lower personnel into mangroves in Lee County, FL, to identify registration and hull numbers on derelict vessels. We also disassembled vessels within the mangroves and transported them by helicopter to an aggregation site, thereby minimizing the environmental impact on the mangrove ecosystem.

| | |
|---|---|
| **Principal Office** | 565 E Hillsboro Blvd, **Deerfield Beach, FL** 33441 |
| **Phone Number** | (954) 725-6992 |
| **Fax Number** | (954) 725-6991 |
| **Email Address** | response@ashbritt.com |
| **Website** | www.ashbritt.com |
| **Years in Business** | 32 Years |
| **Size of Firm** | 40+ primary staff |

**Primary Contact for RFP**
Brian Thomason, Sr. VP
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (954) 240-1110
bthomason@ashbritt.com

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**Contact with the Ability to Bind**
Brittany Castillo, CEO
Charles "Dow" Knight, Secretary
Christina Demidio, Treasurer
Office: (954) 725-6992
Fax: (954) 725-6991
Mobile: (954) 818-4416
response@ashbritt.com

## Primary Contact: Brian Thomason



Phone: 954-240-1110
Email: bthomason@ashbritt.com

**35 Years of Disaster Experience:** Beginning his journey as a volunteer firefighter, Brian Thomason internalized the principles of discipline, trust, teamwork, leadership, and responsibility. These attributes, foundational to navigating chaos and saving lives, paved the way for Brian's 35-year long career in crisis management and disaster recovery. In times of crisis, while most seek refuge, Brian heads directly into the fray.

Throughout his decades in debris management, Brian has been at the helm of more than 35 major disaster declarations and countless projects. Today, Brian plays an instrumental role at AshBritt. His responsibilities span Client Relations, Operational Readiness, and Business Development. He resides in Lighthouse Point, less than 20 miles from the City of Plantation. As Plantation's **local emergency management partner**, Brian's understanding of the surrounding area's unique requirements and vulnerabilities will result in a tailored debris removal strategy, ensuring swift and efficient recovery aligned with local needs. His regional expertise in resource allocation and logistics coordination is crucial for managing diverse teams and local stakeholders during a large-scale debris removal project.

**We believe AshBritt is the ideal partner for the City of Plantation, and we are eager to demonstrate our capabilities through a comprehensive proposal. Thank you for your time and consideration.**

Sincerely,

Christina Demidio
Treasurer

# State of Florida

## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ASHBRITT, INC., a corporation organized under the laws of the State of Florida, filed on October 28, 1992, as shown by the records of this office.

The document number of this corporation is P92000000600.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of October, 2021

Laurel M. Lee

Secretary of State

CR2E022 (01-11)

FILED
92 OCT 28 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

# ARTICLES OF INCORPORATION

# OF

# ASHBRITT, INC.

The undersigned, acting as incorporator of ASHBRITT, INC., under the Florida General Corporation Act, adopts the following Articles of Incorporation.

## ARTICLE I. NAME

The name of the corporation is:

ASHBRITT, INC.

## ARTICLE II. COMMENCEMENT OF EXISTENCE

The existence of the corporation will commence on the date of filing of these Articles of Incorporation.

## ARTICLE III. PURPOSE

This corporation is formed for the purpose of engaging in the business of LANDSCAPING, TREE SERVICES and in all businesses incidental thereto, and may also engage in any activity or business permitted under the laws of the United States and Florida.

## ARTICLE IV. AUTHORIZED SHARES

The maximum number of shares that the corporation is authorized to have outstanding at any time is 7,500 shares of common stock having a par value of $1.00 per share. The consideration to be paid for each share shall be fixed by the board of directors and may be paid in whole or in part in cash or other property, tangible or intangible, or in labor or services actually performed for the corporation, with a value, in the judgement of the directors, equivalent to or greater than the full par value of the shares.



ROLANDO E. VEIVA, CPA
4960 SW 72nd Avenue
Miami, FL 33155
(305) 663-1511

OCT-28-1992 14:15 FROM BPLNE TO 19049224080 P.02

ARTICLE V. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 12740 S.W. 74 TERR. MIAMI, FLA. 33183 and the name of the corporation's initial registered agent at that address is RANDY PERKINS.

ARTICLE V.a. PHYSICAL LOCATION OF BUSINESS

ASHBRITT, INC.
1135 S.W. 96 AVE
MIAMI, FLA. 33174

ARTICLE VI. INITIAL BOARD OF DIRECTORS

The corporation shall have one (1) director initially. The number of directors may be changed from time to time, as provided in the bylaws, but shall never be less than one. The name and street address of the initial directors are:

| Name | Title | Address |
|---|---|---|
| ELSA BELLO | PRES/SEC. | 1135 S.W. 96 AVE<br>MIAMI, FLA. 33174 |

ARTICLE VII. INCORPORATOR

The name and street address of the incorporator is:

| Name | | Address |
|---|---|---|
| ELSA BELLO | PRES/SEC. | 1135 S.W. 96 AVE<br>MIAMI, FLA. 33174 |

ARTICLE VIII BYLAWS.

The power to adopt, alter, amend, or repeal bylaws shall be vested in the board of directors and the shareholders, except that the board of directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that the bylaws is not subject to amendment or repeal by the directors.



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## ARTICLE IX. AMENDMENTS

The corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation in the manner prescribed by law, and all rights conferred on shareholders are subject to this reservation. These Articles may be amended prior to the issuance of shares of the corporation by the unanimous approval or consent of the board of directors. There after, every amendment shall be approved by the board of directors, proposed by them to the shareholders, and approved at a shareholders' meeting by the holders of a majority of the shares entitled to vote on the matter or in such other manner as may be provided by law.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 27 day of October, 1992.

Elsa Bello
ELSA BELLO, PRESIDENT/SECRETARY

STATE OF FLORIDA )
) SS:
COUNTY OF DADE )

The foregoing instrument was acknowledge before me this 22 day of Oct., 1992, by _____.

Notary Public, State of Florida at Large

My commission expires:

JESSE A. SILVA
State of Florida
My Comm. Exp. June 1 1994
COM

page 3

H92.000006014

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TOTAL P.05

## ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as registered agent for ASHBRITT, INC. in the foregoing Articles of Incorporation, I, hereby agree to accept service of process for said corporation and to comply with any and all statutes relative to the complete and proper performance of the duties of registered agent.

ASHBRITT, INC.
a Florida Corporation

RANDY PERKINS
Registered Agent

FILED
92 OCT 28 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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# SECTION 2. APPROACH TO THE SCOPE OF SERVICES

***AshBritt: the City of Plantation's Turnkey Solution for Disaster Recovery with Unparalleled Technical Expertise***

In the face of disaster, AshBritt stands ready with a comprehensive and technically advanced approach to recovery. For over three decades, we have honed our expertise, not just in debris management, but in the full spectrum of disaster response. Here's what sets us apart:

- **Advanced Debris Management:** We utilize sophisticated fleets of specialized equipment, including grapple trucks, skid steers, excavators, and grinders, to efficiently remove and manage debris of all types. Our expertise extends to sorting, processing, and recycling debris whenever possible, minimizing environmental impact.
- **Data-Driven Decision Making:** We leverage real-time data and aerial imagery to assess damage and optimize debris removal routes. This ensures efficient resource allocation and faster recovery times.
- **Advanced Logistics and Communication:** Our robust logistics network and secure communication systems enable rapid deployment of personnel and equipment, even in remote locations. Real-time communication with clients ensures clear coordination and informed decision-making throughout the recovery process.
- **Partnering for Innovation:** Through established partnerships with national teams, we gain access to cutting-edge technology and specialized expertise. This collaborative approach allows us to develop innovative solutions specifically tailored to your unique situation. Whether that entails deploying advanced sorting technologies to expedite debris processing or utilizing innovative decontamination techniques for hazardous materials, AshBritt is constantly seeking new ways to improve the disaster recovery experience.
-

**For specific details regarding our technical approach to the Scope of Services, please see Project Methodology, *Operational Plan* in the following sections.**

| ASHBRITT'S MINIMUM OPERATIONAL STANDARDS | |
|---|---|
| Rapid Deployment & Accessibility | The quantity, quality, and speed of deployed resources will meet or exceed AshBritt's commitment to the City. We will conduct an expeditious, safe, and cost-effective recovery. Our senior management is available 24/7 throughout the project via various channels. |
| Common Framework | Best practices of cooperation, clear communication, collaboration, accountability, and efficient use of shared and owned resources will be followed. Flexibility, visibility, and accessibility will be maintained throughout. |
| Project Responsibility | AshBritt senior management will take full responsibility for work operations and all subcontractors and teaming partners involved in the recovery efforts. |
| Regulatory Compliance | Recovery operations will be conducted according to federal (e.g., FEMA) requirements, Florida statutes, and the City of Plantation laws, regulations, and guidelines. Any deviation from the guidelines will be reported, addressed, and corrected immediately. |
| Timely & Accurate Reporting | Our daily, weekly, or other cumulative reporting, accounting, and reconciliation will satisfy the City's standards using the best available technology and systems. All data, documentation, and invoices will be timely and accurate. We will accomplish documentation and reporting transparency by use of our information management system. |
| Project Organization | The recovery will proceed following a sensible plan of action that can be easily adjusted or scaled to accommodate an ever-changing recovery environment and mission. Operations will be efficient, unified, and cost-effective. Any deviations from the City's expectations or standards will be promptly addressed. |

| ASHBRITT'S MINIMUM OPERATIONAL STANDARDS | |
|---|---|
| Financial Control & Integrity | The most cost-effective means of recovery is ensured through the employment of our Standard Operating Procedures and Plan which is administered and enforced by our PMT. With our sound financial standing, lines of credit, and streamlined tracking system, we will rapidly and accurately compensate our subcontractors during the outset of any disaster event. Moreover, our system seamlessly segregates debris quantities from multiple contracts. |
| Qualified Technical Assistance | The guidance offered by our Technical Assistance Team will be timely, consistent, thorough, and accurate, resulting in the full realization and reimbursement of all eligible claims. Members of our team have worked for State Divisions of Emergency Management and FEMA. They will participate to the greatest extent allowable by the local, state, and federal authorities to offer support and assistance throughout the funding process while maintaining the highest levels of neutrality and integrity. |
| Safety & Health | AshBritt abides by all OSHA regulations and other federal and state agency guidelines when conducting an operation. Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed. All PMT members and all AshBritt personnel, not just our Environmental Health and Safety Manager, will be empowered to address any potentially unsafe conditions or actions. Immediate and swift action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented, and the safety of citizens will be considered paramount. |
| Deficiency Response | Should any project deficiencies occur (i.e., public or private collateral damage), they will be posted, tracked, and reported promptly to the City. Reports will describe the deficiency and document corrective actions taken to prevent future occurrences. All repairs and related reports will be provided to the City in a timely fashion. |

## Project Methodology

AshBritt is always there when you need us... before, during, and after disasters. To ensure that we stay ahead of the City's needs, we have developed a Debris Management Plan that keeps AshBritt's Project Management Team and City disaster response staff in a cycle of continual preparation and improvement, regardless of whether a disaster has struck. It is important to us that every person who may be involved in the activation of this contract is familiar with our procedures and has the training and confidence to actively participate in each phase of the disaster response cycle provided in the graphic below.



## Planning and Preparation

Over the past 32 years, AshBritt has been able to swiftly help communities recover from disasters and successfully meet our contractual obligations because we understand that **our mission starts before a disaster strikes**. Response and recovery efforts are most successful when built upon pre-developed strategies and existing partnerships; thus, we will engage with the City and other available stakeholders before a disaster occurs to finetune our plans and ensure that we are all prepared for future events.

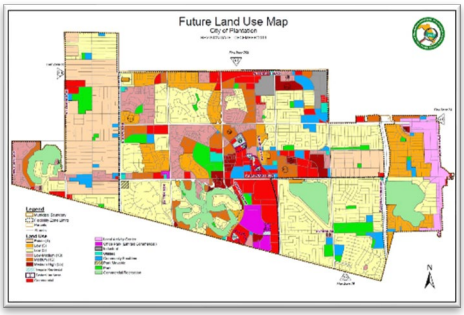


## Working Knowledge of the City of Plantation

Due to our past work in Plantation and nearby headquarters in Deerfield Beach, the AshBritt Project Management Team has intimate knowledge of the City of Plantation's layout, disaster history, and community requirements. Below we have described previous work in the City and some of the Plantation's physical characteristics that we've considered when preparing our operational plan for future work in Plantation:

| | |
|---|---|
| **Hurricane Wilma (2005)** | AshBritt collected, processed and disposed of 366,551 CY of right-of-way disaster debris, utilizing 160 collection trucks for the City of Plantation. 12,681 loads of debris were collected and hauled. Debris collected within the City was temporarily stored and processed at AshBritt's Broward County DMS site. AshBritt also performed a waterway debris mission for the City that consisted of cutting, tossing, and removing hazardous trees, mechanically dredging, and removing other debris from designated areas in and adjacent to canals. We repaired and restored impacted waterways as debris was removed. |
| **Hurricane Katrina (2005)** | AshBritt collected more than 50,000 CY of debris from the right-of-way and transported it to our Broward County DMS where material was reduced and disposed of. |

**Canal System:** Plantation has an extensive canal system, which can affect debris removal, especially during heavy rainfall or flooding. Waterways and canals can quickly become the main access routes or means of distributing emergency goods for the City of Plantation following a disaster event. AshBritt's experience with waterway debris removal and vessel recovery is unmatched. We can coordinate with the Old Plantation Water Control District and swiftly deploy equipment and personnel needed to facilitate a rapid mobilization and clearance effort.

**Dense Residential Areas:** The City's dense residential areas can pose challenges for debris collection and transportation due to traffic congestion and narrow streets. To address areas with low-hanging power lines, dead-end canal streets, narrow access, etc., we will deploy smaller haul units with skid steers in place of the larger capacity grapple trucks typically seen on a debris removal project. This allocation of proper equipment will ensure that the City of Plantation's unique geography does not impede progress or disrupt production schedules.

**Commercial Districts:** The presence of commercial districts, including shopping malls and office buildings, may require specialized debris removal techniques and equipment. We understand the immediate importance of rebooting the local community's primary economic drivers following a disaster. As a result, we will work with the City to prioritize commercial areas that allow residents to work and return to a sense of normalcy. We have the resources to pre-stage a variety of equipment that will allow us to tackle any debris mission, whether that be right-of-way removal, floodwater relocation, or demolition.

# PLANNING, TRAINING, AND COORDINATION STRATEGIES

## Annual Strategy and Training Meetings

At no additional cost, AshBritt will coordinate annually with the City of Plantation to review and revise the logistical, operational, and administrative elements of potential response and recovery plans. Similar coordination will also take place upon potential activation. During these training and coordination meetings, we will achieve the following:

- Verification of key team member contact information.
- Understanding of the City's expectations, including safety and environmental concerns.
- Complete review of the City of Plantation's emergency response plans, providing feedback as requested.
- Identification of nearby debris management sites, recycling facilities, and their classifications, final disposal sites, and potential base camps for personnel.
- Identification of critical facilities.
- Development of route clearance, geographic sectoring, and infrastructure maps (i.e., GIS review).
- Confirmation of Logistical Staging Areas and Points of Distribution.
- Understanding of the community and the public warning systems.



AshBritt provides Debris Refresher Training
Key West, FL - 2024

Our sessions provide a valuable platform for addressing and verifying the following:

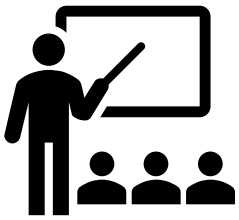

- Specific operational needs and resource requirements.
- AshBritt's services and capabilities.
- FEMA guidelines and eligibility requirements.
- Activation requirements.
- Pre-approved DDMS locations.
- Lessons learned from previous response and recovery missions.
- Storm preparedness outreach and training resources are available through online training, sample PSAs, media campaigns, residential guides, and other educational material.

Our training sessions are current and topical, and carefully address the current state of FEMA guidance and policy concerning the Public Assistance Program. It also addresses the requirements of other emergency relief programs, such as the FHWA Emergency Relief and NRCS Grant Programs. We largely customize the training to meet the needs of our clients, and it is thorough, informative, and entertaining. A general survey of disaster response clients will show that AshBritt has the best reputation in the industry for delivering this vital preparation and pre-planning.

## Client Training Catalog

The following page lists some of the training we have provided directly to clients and via emergency management conferences in recent years. We can provide any of these courses to the City of Plantation emergency responders and disaster recovery stakeholders supplementary to our annual training/refresher course.

| Client Training Courses | Conference Training |
|---|---|
| • Disaster Debris Management 101<br>• Debris Management for Emergency Managers<br>• Disaster Debris Management (Catered to the City/County presenting to)<br>• Unchartered Waters – The Complex Nature of Waterway Debris Removal<br>• Wildfire Debris – Navigating the Aftermath: Best Practices for Wildfire Debris Cleanup and Recovery<br>• Build a Better Recovery<br>• Hurricane Preparedness Workshop<br>• Local Government Officials Debris Management Training<br>• Emergency Responders – Debris Management Services<br>• An Update to FEMA Guidance – What's Changed Since Your Last Declared Disaster Event?<br>• Concept of Operations – How We Do What We Do?<br>• Debris Management Tabletop Exercises – Scenario Driven | • Highlighting the Role of Women in Emergency Management<br>• Supporting Children in the Aftermath of Disasters<br>• Women in Disaster Response & Recovery<br>• Disaster Debris Management 101<br>• Debris Management for Emergency Managers<br>• Unchartered Waters – The Complex Nature of Waterway Debris Removal<br>• Disaster-Generated Waterway Debris - Impacts on the Environment<br>• Wildfire Debris – Navigating the Aftermath: Best Practices for Wildfire Debris Cleanup and Recovery |




**Plantation's assigned Quality Control Manager, Rob Ray, is one of AshBritt's senior experts on waterway debris removal. He often shares his expertise via individualized client trainings or industry events.**

### Online Training Academy 💻

As a value-added service, AshBritt launched an Online Training Academy in response in 2020. The portal, which can be found on our website, includes videos and supplemental training guides tailored for public sector officials, subcontractor partners, emergency management students, job seekers, and volunteers. It is a beneficial resource often used by our clients as a training tool for new hires and refresher courses.

# Virginia Peninsulas Public Service Authority

April 24, 2024

Mr. Jason Fawcett, Vice President
AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

RE: Recent Debris Training Session

Dear Jason:

I wanted to thank you for sharing your expertise about emergency preparedness and proper planning at the two Debris Management Training Sessions. Our first session was held at the James City County Law Enforcement Center in Williamsburg, Virginia on February 2, 2024 and was attended by over 10 cities and counties with over 50 attendees.

The second Debris Management Training Session was held at the Hampton Roads Planning District Commission Office in Chesapeake, Virginia on April 8, 2024 with 59 attendees from the Southside of Virginia. You provided a clear path forward.

Your presentation was easily understood and although we all hope we will never need to use these services that we have in our back pockets, it is refreshing to have folks like you and AshBritt to guide us through the process.

Thank you again!

Respectfully,

David Magnant, VPPSA
Executive Director

FLORIDA CERT ASSOCIATION
Community Emergency Response Team

One Mission,
One Family,
One Neighborhood.

June 29, 2019

To Whom It May Concern:

I am very pleased to recommend AshBritt Inc. as a thought leader in the Debris Management and Disaster Recovery Industry and specifically their *Debris Management 101* educational presentation.

The *Debris Management 101* training provided valuable insight for attendees at the 2018 National CERT Conference as the focus was related to the response and recovery from Hurricane Irma. Feedback was so overwhelmingly positive I had invited the team back to present at the 2019 Florida CERT Conference to speak to Hurricane Michael disaster recovery efforts.

***Debris Management 101***

- 2018 National CERT Conference

**Panel:**

- Brittany Perkins Castillo, AshBritt CEO
- Matt Gierden, AshBritt Senior Vice President
- Brett Postelli, AshBritt Safety Manager
- Gerardo Castillo, AshBritt Chief of Staff

I am happy to recommend AshBritt as a presenter at your conference or event. If you have any questions, please feel free to contact me.

Sincerely,

James Cunningham
Florida CERT Association President

## Subcontractor Outreach

During our annual training/coordination meetings with the City, AshBritt will identify, screen, and engage local subcontractors for future work. Contractors recommended by the City will be given first consideration; however, we will also pre-emptively reach out to potential subcontractors via workshops and other initiatives to supplement our standby workforce.




**Workshops** – AshBritt often utilizes workshops to reach out to potential subcontractors. To the left is news coverage of one of the workshops we held in Walton County, FL to recruit local personnel and subcontractors before hurricane season.

**Other Initiatives** – AshBritt will utilize innovative means to ensure that we maintain ample local resources for potential activation. As an example of this, we created a workforce re-entry program in partnership with the Kentucky State Department of Corrections offices for justice-involved individuals and hired them to assist with debris removal projects (see right).




## Community Outreach

The best way to serve a community during activation is to be fully immersed in their culture and aware of their needs before disaster strikes. At AshBritt, we guarantee that our team members will gain an in-depth understanding of the City of Plantation's unique history and requirements. We will achieve this not only through thorough research of regional infrastructure and emergency operations plans but also through active participation in community meetings and dedicated contributions to local organizations. By prioritizing this immersion, we can guarantee the most effective response when disaster strikes.

We have provided examples of some past, local outreach efforts below. In December 2023, AshBritt sponsored and attended the "Light Up Sistrunk" event in Fort Lauderdale's historic Sistrunk neighborhood, where some of our Senior Management Team, including our Senior Vice President and Project Manager for Plantation's debris management contract, Brian Thomason, supported local vendors and celebrated the upcoming holidays with community leaders. In February 2024, we donated restroom facilities to and attended Fort Lauderdale's Neighbor Support Night event. Finally, our team worked together this summer to build a home in Deerfield Beach for a local family in need through Habitat for Humanity of Broward. We are proud and excited to engage with our local communities here in Broward County.






## Family Preparedness Campaign

The latest enhancement to our educational outreach efforts is the Family Preparedness Campaign. Designed to engage both young and older audiences, this campaign features animated characters who deliver concise messages to help families prepare for storm events. It is versatile for use across multiple platforms, including print, social media, and government websites, and can be personalized with logo insertion.










**Stronger Than the Storm** is a child-centric resource dedicated to addressing mental health and the effects of storm events on young minds. It is designed to assist children in recovering, reconnecting, and developing resilience during tough times. After many years of experience living and working in communities after crisis events, one commonality has emerged—regardless of the disaster type—is the importance of determining the right time and approach to discussing these traumatic events with children. The **Kids Can Be Hero Helpers** activity book serves as a supportive tool for initiating these vital conversations within families, schools, or communities.

- Serve as a communication and learning tool for kids and caregivers in planning for or responding to disasters.
- Provide something for children to do post-disaster when they need safe, kid-friendly, low-tech activities and when parents need to do the "adult things" in response and recovery.







AshBritt CEO and Henry and the Hurricane author, Brittany Castillo attended a Stronger Than the Storm event at the Boys and Girls Club of Broward County in 2024 to teach local children about disaster preparedness and how they can be Hero Helpers.

### Ready-and-Watch Phase

As hurricane season approaches, AshBritt enters a ready-and-watch stage. During this time, our management team will complete the following:

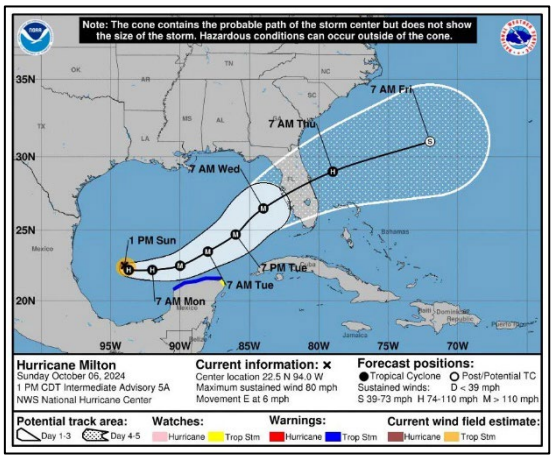


- Use official weather tracking data, such as that provided by the National Weather Service and NOAA, to stay up to date on any weather systems and wildfires that may threaten the City of Plantation.
- Audit systems and procedures.
- Perform maintenance on equipment and other assets.
- Replenish supplies and consumables.
- Poll teaming partners, subcontractors, suppliers, and reserve personnel.
- Increase the frequency of planning and operations meetings for optimal synchronization.
- Meet with first responder subcontractors to debrief them on any relevant modifications to our response plans for the upcoming season.

## Mobilizing Procedures

Our 32 years of acclaimed experience assisting jurisdictions across the nation respond to various disaster events is a true testament to the efficiency of our response and mobilization efforts. We are modeled as a mobile workforce with the ability to:



- Respond to any disaster, anywhere.
- Expedite all response actions to minimize further risk and prevent recovery delays.
- Mobilize to the affected area as rapidly as the prevailing conditions allow.

We follow established base guidelines to ensure that our response, mobilization, and approach to all disasters (pre- and post-event) is uniform and consistent. AshBritt's critical personnel, pre-identified first-responder subcontractors, essential supplies, and materials are always ready to deploy. Operational prepositioning allows us to mobilize immediately upon the issuance of a work order or Notice-to-Proceed (NTP). Our tiered approach, outlined below, ensures that our resource deployment is commensurate with anticipated damage and debris quantities.

AshBritt's designated Project Manager, **Brian Thomason**, will be the official point of contact for all potential or formal Notices to Proceed. His 24/7 contact information is located below; however, it is our goal to always be the first to make contact. Our continuous monitoring will ensure that we are in communication with the City at the first sign of an imminent threat so that we can be available to assist both before and after any crisis that may impact the area.



**Contact Information for Notices to Proceed**

**Brian Thomason** – Project Manager
24/7 Phone: 954-240-1110
Email: response@ashbritt.com

# Tiered Mobilization Procedures

| Tier One | Activation in response to an anticipated event, such as an approaching hurricane, which is within 72 hours of the City. At Tier One activation, the following actions will be taken: |
|---|---|

- AshBritt's Project Manager will contact the City to discuss current emergency planning, potential evacuations, and special needs, and to confirm emergency phone contacts.
- The Tier One telephone contact and email cascade will be initiated, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractor partners, and resource and supply chain vendors.
- Critical personnel will receive confirmation of impending deployment orders, with consideration given to devising the most efficient and safe travel methods.
- All team members will check their fly-away gear and ensure it is thoroughly prepped and ready.
- AshBritt Pre-Planning Team will be placed on standby for deployment.
- The initial response resource plan will be devised based on known factors of the imminent event and its prevailing state (e.g., wind speeds, tides, projected path, etc.). Forecasting models generated by USACE will also be reviewed for resource planning.
- Our Quality Control Manager and other support personnel will very stock levels of necessary disaster operation supplies. Applicable resource vendors will be notified of looming events and a possible consignment of vital supplies and materials.
- Equipment inventories, internal and external, will be reviewed and verified by location, particularly those of regional first responders. We will update the preliminary subcontractor crew and equipment deployment databases and report list.
- We will run a preliminary AshBritt model for debris stream projections and production crew matrix to gauge needed resources.

| Tier Two | Activation in response to an anticipated disaster event, such as an approaching hurricane, which is within 36 hours of the City. At Tier Two activation, the following actions will be taken: |
|---|---|

- AshBritt's Project Manager will contact the City to discuss current emergency plans for conducting an initial damage assessment, special needs, and the potential location of the planning meeting.
- The Tier Two telephone contact and email cascade will be initiated, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical assistance personnel, subcontractors, and resource and supply chain vendors. All will be directed to prepare for a post-event response, and AshBritt aircraft and flight crews will be placed on standby status. Crews commence flight planning operations into the potential impact area or vicinity.
- We will formulate and prioritize critical personnel travel arrangements (air and ground travel arrangements are solidified, and assignments and preliminary rendezvous points are established).
- We will consider contingency routes and alternative travel means in case access routes are impaired.
- Local temporary lodging contracts will be activated. Regional and local temporary lodging contingency plans (i.e., man camps or established shelters) may be considered.
- Regional and local first-responder subcontractors will be activated. Out-of-area first responders will be alerted for potential responses based on initial needs.
- Preliminary staging areas will be identified and established outside of the potential strike area.
- Equipment transportation permits will be ordered, and current rules and regulations disseminated to all deployed AshBritt crews.
- We will confirm equipment staging areas in safe zones within proximity of the disaster area. Subcontractors will be instructed to converge at the pre-identified locations to allow for

| Tier Two | Activation in response to an anticipated disaster event, such as an approaching hurricane, which is within 36 hours of the City. At Tier Two activation, the following actions will be taken: |
|---|---|

immediate and systematic post-event response.

- The surety will be notified of potential activation and ensure bond documents are prepared. The insurance company is notified of potential activation and needs to provide necessary equipment and personnel coverage in the affected area.

| Tier Three | Activation in response to a previously unknown disaster or a request for immediate assistance. This Tier is activated when we have been issued a work order by the City to mobilize and are thereby at full operational status. All applicable Tier One and Two activities not referenced below will be compressed and accelerated to affect the most rapid and effective response. At the Tier Three activation, the following actions will be taken: |
|---|---|

- **Given our nearby location, AshBritt will be present at the City EOC within 1 hour of any event of significant impact** to discuss current emergency plans for conducting an initial damage assessment, special needs, and the potential location of the planning meeting.
- Initiate Tier Three telephone contact and email cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractors, and resource and supply chain vendors.
- All Tier One and Two activities not referenced below, as applicable, are compressed and accelerated to affect the most rapid and effective response.
- Monitor local law enforcement (affected area) for route information and road closures.
- Deploy the Pre-Planning Team to meet with the City's response team at the designated location.
- Activate expedited travel (corporate and chartered aircraft, mobile command centers, and ground transportation). AshBritt Disaster Response Team(s) will deploy to the scene by whatever reasonable and safe means of transportation are currently available.
- Prepare, present, and recommend as requested for the development of the Debris Recovery Resource Plan.
- Dispatch national and regional subcontractors, crews, equipment, supplies, materials, and personnel as indicated by the approved Debris Recovery Resource Plan. Staging areas and rally points will be established with instructions disseminated to all deployed parties on where to report and to whom to report to.
- Activate local temporary lodging contracts if possible and where applicable. Local temporary lodging contingency plans (i.e., man camps or established shelters) can be activated as necessary. The supply chain for all emergency response goods and services will be administered.
- Activate local subcontractor first-responder partners; commence promotional and public information campaigns for the recruitment of additional local subcontractors and recovery assistance personnel.
- Preposition emergency road clearance crews for potential tasking. The objective of the clearance operations is to remove debris and obstructions from primary roadways to allow for emergency vehicular traffic. Debris is cut to a manageable size and stacked on the right of way for subsequent collection.

## Response Times

The table below functions as a template for response planning. This template highlights all the pertinent data required for initial debris management service mobilization and complies with the requirements of the solicitation.

| Pre/Post-Event Countdown | | the City of Plantation Example Response Plan | Responsible Party |
|---|---|---|---|
| Days | Hours | | |
| -5 | 0 | Within 24 hours of the City being placed in the National Oceanic Atmospheric Administration's five (5) -day hurricane forecast, AshBritt will contact the City regarding potential contract activation. Discuss preliminary plan overview; identify and confirm contact information for City Debris Manager and response and recovery management team personnel; establish reporting schedule. | AshBritt Principal, Project Manager (PM) Operations Manager (OM) |
| -3 | 0 | Notify potential regional and national First Responders (i.e., local standby subcontractors) to begin preparation for activation and deployment (Tier One Activation). | PM, OM |
| -2 | 0 | Continue contact with the City Debris Manager. Discuss response plan details and confirm initial expectations and responsibilities. Confirm regional and local "rally points" for inbound crews, vehicles, and equipment. | PM, OM, City Debris Manager (CDM) |
| -2 | 0 | Organize regional and national first-responder teams. Instruct teams to prepare for immediate deployment (Tier Two Activation). | PM, OM |
| -2 | 0 | Establish "hold points" 100 to 150 miles from the project target point, out of the storm path, where personnel and equipment can be staged. Follow established plans or improvise via plans depending on projections. | PM |
| -2 | 0 | Inventory and distribute as-needed communication resources: satellite phones, cell phones, laptops, GPS units, cameras, safety supplies, badges, ADMS modules, and other individual support equipment. Final check and ready response trailers supplies and materials. Inform first responders of initial resource expectations. | PM, OM, Quality Control Manager (QCM), Env. Health & Safety Manager (SM) |
| -2 | 0 | Inspect and prepare internal equipment, materials, and supplies for transport. Ready prefabricated debris management site inspection towers for transport. Ready all other anticipated support resources. | CDM, QCM, PM, Support Staff (SS) |
| -1 | 0 | Deploy regional and national first-responder crews, personnel, and equipment to the pre-identified "hold point(s)." | PM, OM, |
| -1 | 0 | Arrange for local post-event crew lodging or activate a temporary man camp/housing provider. Activate local service and supply accounts. | OM, SS |
| -1 | 0 | Place "on hold" orders for office trailers, generators, scissor lifts, scaffolding, light towers, tents, and other projected support equipment/material needs. | PM, OM, SM |
| -0 | 18 | Initiate 18-hour update for the City of Plantation Debris Manager, EOC, First Responders, vendors, and activated Staff. | PM, OM |
| -0 | 12 | Initiate 12-hour update for the City of Plantation Debris Manager, EOC, First Responders, vendors, and activated Staff. | PM, OM |
| -0 | 6 | Initiate a 6-hour update for the City of Plantation Debris Manager, EOC, First Responders, vendors, and activated Staff. | PM, OM |
| 0 | 0 | Maintain contact with the City of Plantation Debris Manager and EOC. Receive available updates. Discuss preliminary | PM, OM |

| Pre/Post-Event Countdown | | the City of Plantation Example Response Plan | Responsible Party |
|---|---|---|---|
| Days | Hours | | |
| | | damage reports and impending NTP. (OM, PM, and others may be on-site at strike.) | |
| +0 | 6 | Upon NTP from the City, AshBritt will mobilize to report to the City's Emergency Operations Center (EOC) or other designated City. | PM, OM, SM |
| +0 | 12 | Deploy crews, personnel, and equipment from "hold point(s)" to pre-determined "rally point(s)" within the affected region/area. Efficiently certify and ramp-up maximum crews within the first 24 hours under authorized safe operational conditions. | PM, OM |
| +0 | 12 | Following NTP and Task Order(s), review with the City as necessarily applicable contract provisions and expectations. | PM, OM, CDM |
| +0 | 12 | Receive from the City a list of immediate emergency response and life support needs (tasks) to be supplied (ice, water, power generation, other), as applicable. | CDM, PM, OM |
| +0 | 12 | Assist local forces with preliminary damage assessment to determine the quantity and composition of recovery resources needed (windshield and flyover, as necessary). | PM, OM, CDM |
| +1 | 0 | Deploy emergency road clearance crews as directed and tasked by the City. Continuation of certifying recovery crews and sector deployment planning. | PM, OM, City Planning Team |
| +1 | 0 | Begin equipment certification at the rally point(s) to include load volume certification, safety inspection, and compliance, truck numbering, insurance certification, and digital photos of all trucks and equipment. | OM, SM, QCM |
| +1 | **6** | **AshBritt to begin operations.** | **OM** |
| +1 | 12 | Assess damage to pre-identified DDMS. Confirm DDMS selection and post-disaster viability. | OM, SM |
| +1 | 12 | Submit/Approve site plans for the development of DDMS sites. Submit Quality Control (QC) plans, and Management/Ops plans. Daily QC reporting commences. | OM, CDM |
| +1 | 12 | Begin baseline testing and development of DDMS sites. Open for debris delivery as soon as possible. | SM |
| +1 | 12 | Start to establish a local geographical area management plan, including primary routes, collection zones for crew assignment, DDMS locations, and dissemination of maps, and/or GPS equipment to ensure maximum productivity and safety. | PM, OM, SM |
| +2 | 6 | Collection crew meeting. Set debris collection parameters for the project, truck routes, DDMS status, reporting structure, quality control standards, safety concerns, and chain of command. | PM, SM, QCM |
| +2 | 12 | Assign collection crews to areas/zones; ready QC field monitors. Coordination with City personnel. Begin wide-scale debris collection. Have all "documentation systems" primed and in place. | PM, OM, SM, QCM, et al. |
| +2 | 12 | Deployment of wide-scale (debris field monitors), and QA tower monitors (as additional sites are opened). | CDM |
| +2 | 12 | Deploy Quality Control personnel. Commence quality assurance and compliance program to identify, track, and correct deficiencies. Interface with City Quality Assurance | QCM, CDM |

| Pre/Post-Event Countdown | | the City of Plantation Example Response Plan | Responsible Party |
|---|---|---|---|
| Days | Hours | | |
| | | Monitors. Commence and ramp-up wide-scale QC and Safety reporting and distribution. | |
| +3 | 0 | Push continued; ROW collection ramp-up with emphasis on assessment priorities; DDMS operations fine-tuned. | OM, DDMS Manager |
| +4 | 0 | Priority emergency road clearance completed; Full mobilization of resources; Continued ROW collection efforts; Begin Hazardous Tree and Stump assessment/removal. | PM, OM, CDM |
| +5 | 0 | Continue assessment, planning, and progress; add additional resources as necessary. | PM, OM, CDM |
| +7 | 0 | Commence haul out of reduced debris from DDMS. | PM, DDMS Manager |
| +20 | 0 | Hazard tree and limb work is substantially complete. Commence initial demobilization of aerial lift trucks. Continue reduction of equipment as final work is completed. | PM, OM |
| +50 | 0 | ROW Collection work is substantially complete. Commence initial demobilization of aerial lift trucks. Continue reduction of equipment as final work is completed. | PM, OM |
| +65 | 0 | DDMS Reduction and haul-out work are substantially complete. Commence initial demobilization of walking floor dump trucks. Continue reduction of equipment as final work is completed. Commence DDMS site restoration. | PM, OM, DDMS Manager |
| +75 | 0 | Complete all final close-out punch list items. Demobilize all remaining equipment. | PM, OM, CDM |

## • Operational Plan

Following a debris-generating disaster's impact, AshBritt will promptly initiate services for the City of Plantation and its participating municipalities. Our Response Operations are broken down into phases to sufficiently address each operational stage. These phases, discussed within this section, will ensure efficient and effective debris removal services under any circumstance.



## PHASE 1: Emergency Operations

### Damage Assessments

- Coordinate with the City to provide or supplement initial damage assessments, if required.
- Deploy vehicles, vessels, aircraft (i.e., helicopters), and/or drones, to assist the City with surveying and damage assessments.
- Work with the City to modify the pre-existing geographic area management (i.e., zoning) plan for first push and debris sectoring if the need is identified upon surveying.

### Ordering, Staging, and Coordinating Resources

- Assess pre-designated staging areas for continued viability while simultaneously instructing local subcontractors to ramp up.
- Identify, prepare, and transport key equipment for the debris management response, including

support equipment required by our staff and subcontractors.
- Notify primary first-responder subcontractors to deploy for certification from pre-positioned locations.
- Order supplemental support and reserve staff to begin deployment, as needed.
- Check-in and orient subcontractors and personnel.

## Certifying Equipment

- Establish equipment certification areas at select staging sites to 1) examine the operability and safety of our hauling vehicles, and 2) measure and assign load-carrying capacity. This certification becomes the official tracking identification for all loads that a particular vehicle hauls. The measured capacity of all hauling vehicles is identified on the truck certification form and a placard affixed to each vehicle.
- Assign certified haulers to a zone according to the pre-established or modified geographic area management plan.
- Certification tracking is customarily duplicated by the client or their monitoring firm. Note: AshBritt maintains a very diligent protocol for field data collection, processing, and reporting.




## Housing and Self-Sufficiency

AshBritt staff and subcontractors will maintain self-sufficiency with regard to housing, sanitation, food, and lodging. The staff will also maintain self-sufficiency with equipment safety, maintenance, repair, and fuel by means that are consistent with local requirements to minimize adverse effects and further disruption in the City of Plantation. We have extensive and recent experience establishing both full turnkey base camps and temporary lodging sites and can provide similar services to accommodate our workforce if needed.

## Staff Augmentation

To seamlessly augment City staff, we offer a pre-activation staffing plan. This includes:

- Pre-established Rosters – Upon request, we will work with the City to develop rosters of qualified personnel who can be deployed quickly upon contract activation. This ensures a readily available pool of local talent familiar with the area and its debris removal needs.
- Flexible Staffing Solutions – We can tailor our staffing augmentation to your specific needs. Whether it's additional crew members for debris removal, certified professionals for hazardous material handling, or experienced logistics coordinators, we have the resources to fill the gaps.
- Seamless Integration – Our team will undergo thorough onboarding to ensure they understand your protocols, safety procedures, and communication channels. This facilitates smooth integration with existing City staff, minimizing disruption during critical response efforts.

## Emergency/Exigent Road Clearance

Emergency road clearance activities (i.e., first “push”) will ensure that priority routes are cleared and passible within the approved timeframe established by the City.
First push efforts will proceed as follows:

- Work with the City to confirm route priorities.
- Coordinate with the various stakeholders involved in emergency response efforts. Our forces will not interfere with the vital rescue and recovery efforts of other organizations and agencies within the City of Plantation.
- Direct our ground crews to systematically cut, toss, and clear debris from vital travel lanes and critical facilities, as requested by the City.
- Implement traffic safety control methods.



- Enforce safety protocols and the use of pertinent safety equipment. AshBritt maintains the highest levels of safety, quality, and integrity in conducting our services while adhering to operational guidelines set forth by OSHA.
- Work closely with the City to document all activities for FEMA cost reimbursement.

## Establishing DDMS.

- Assess pre-designated DDMS sites for continued viability.
- Identify other private and public land options for DDMSs, if needed.
  - When required, we will identify alternative locations by reviewing parcels of land in the affected area. Once we identify available land, we will send the information to the City for approval. Upon approval, the parcels will be cross-referenced with the overseeing wetland agency to ensure the land is not encroaching on any areas of concern. Thereafter, the landowner will be contacted to verify the land's availability and the owner's authorization of DDMS utilization. Once the approval and legal documents have been signed, AshBritt will send an email with the appropriate documentation to the FDEP regional office and/or appropriate environmental agency to attain the pre-authorization for the DDMS.
  - For publicly owned land, AshBritt can conduct a very similar process by assisting the public entity with the permitting process once land use authorization is received. Authorizations are sometimes approved within 24 hours, depending on the magnitude and severity of the storm. We do not anticipate any issues identifying and attaining additional locations for the City of Plantation.
- Acquire all permits required to fully comply with local, state, and federal guidelines, such as:
  - Temporary land-use permits.
  - Land-use variances.
  - Grading permits.
  - Building permits (for temporary structures).
  - Electrical permits.
  - Waste processing permits.
  - Recycling operations permit.
  - Water and air quality permits.
  - Fire department permits (hydrant use).
  - Traffic permits.
  - Hazardous waste permits.
  - Coastal Commission land-use permits.
  - National Environmental Policy Act (NEPA) compliance permits.
  - EPA, FDEP, USACE, UFWS, and NMFS permissions.
- Coordinate with City representatives to identify any official waivers that may affect our operations.
- Consult with regional environmental consulting firms that have extensive experience in preparing and obtaining regulatory permits in Florida. We have teaming partners on standby for this critical task. These firms are experts in the interpretation of federal the Clean Water Act, Sections 401 and 404, the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, the Department of Fish and Game Code, and other relevant state and local statutes and regulations. They also have strong working relationships with federal and state regulatory agency staff.
- Provide copies of all permits to the City before commencing work under the applicable work order.
- Catalog baseline data (e.g., site video/photographs, documentation of physical features, historical and archeological investigations, and soil and water samples).
- Identify ingress and egress routes.
- Contact 811 and any other utility company to identify existing utility lines and components.



Lowndes County, GA DMS
Hurricane Idalia (2023)

- Establish site layout to lessen unwanted operational effects that might irritate occupants of neighboring areas.
- Establish or modify the road system, if needed.
- Determine traffic flow and establish control and safety measures.
- Identify the following:
  - Debris separation area(s).
  - Location for reduction operations.
  - Hazardous material, e-waste, and white goods containment area.
  - Above-ground fuel tank containment area.
  - Inspection tower location(s). We will provide the requisite amount of monitoring towers to comply with FEMA guidelines.

**AshBritt has successfully sourced and operated private and public DDMS locations for 160 disaster debris management projects in the last five years.**

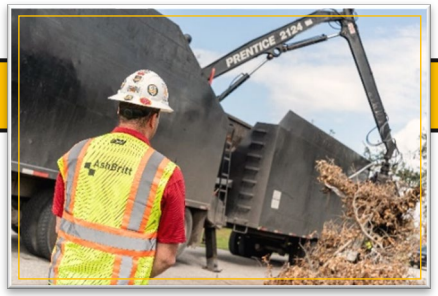


## PHASE 2: Establishing Debris Removal Operations

### Managing Subcontractors and Field Staff

Debris stacked on public ROW can pose significant health and safety risks. To minimize these concerns and expedite the recovery process, our team has a comprehensive plan for efficiently removing this type of debris. AshBritt will ensure the following while performing ROW collection in the City of Plantation:

- All work is properly documented for payment; no debris shall be collected without the presence of a monitor.
- Only eligible debris is collected and transported to DDMSs or final disposal sites under the City's directives and Debris Plan.
- Vegetative debris is segregated from other debris types for transport to DDMSs or final disposal.
- Work is performed per applicable federal, State, and local laws and regulations.
- Our teams never collect or manage ineligible debris.
- Resources are efficiently allocated through consistent surveying and reporting.
- Work is completed on time and in compliance with all safety protocols.
- The City provides daily/weekly/monthly production rate and progress status reports.
- Our crews expeditiously repair/replace any damage that results from the debris operations.

**Geographic Area Management:** The general process of separating an operational area into smaller divisions to manage recovery operations.

The City will define the boundaries of the geographic working area in the work order by identifying the municipality, region, or agency, and the respective area of jurisdiction. AshBritt will assist the City in divvying up sectors using a grid system that acknowledges City roadways, neighborhoods, major thoroughfares, waterways, and other natural boundaries within the task area.



## *Staffing and Management*

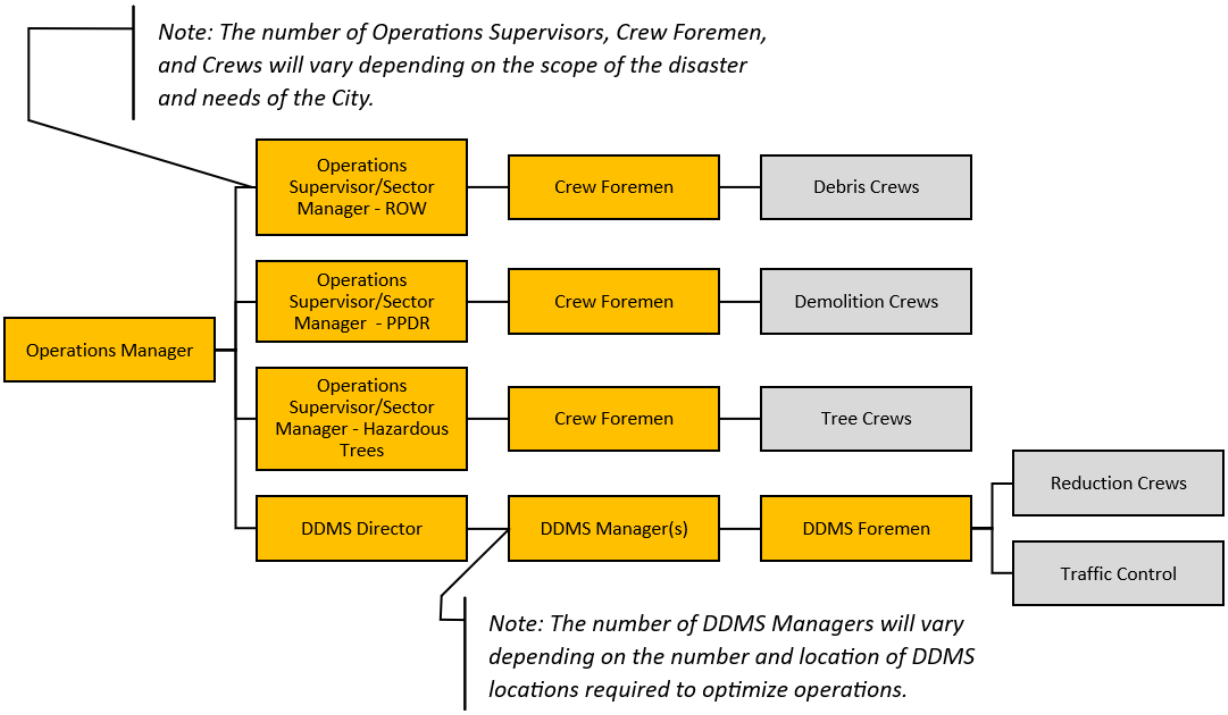


*Figure 1. Onsite Debris Management Structure*

**Operations Supervisors/Sector Managers** – Responsible for tracking the daily process of work to ensure the geographic management plan is followed. They:

- Collect information via observations and joint surveys with the City, other site managers, or monitoring firms;
- Use AshBritt's tracking system to crosscheck production requirements and determine if modifications could increase productivity or prevent delays;
- Engage with the City daily to discuss individual sector successes and opportunities for improvement; and
- Finalize areas for closeout by developing a ROW Closeout Plan in coordination with the City.

**Crew Compositions** – Crews are assigned a specific zone within a sector with the initial intention of having all zones completed at the same time. As individual zones are completed, crews are reassigned to other zones.

Possible crew compositions:

- Grapple truck (1)
- Grapple truck (1), skid steer loader (1)
- Knuckle boom loader (1), dump trucks (3-5) *
- Front End Loader (1), end dumps (3-5) *
- Excavator (1), end dumps (3-5) *

**Depending on haul distances and truck capacity.*



Crews are accompanied by appropriate pedestrian and traffic control personnel and devices (i.e., flagmen, cones, signage, PPE) in compliance with the Florida Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) for Construction and Maintenance Work Zones. AshBritt determines the number of crews for each sector upon considering the following:

- Type(s) of debris in the sector (e.g., vegetative, C&D, white goods, e-waste, HHW, etc.).
- The concentration of debris (sectors with higher quantities of debris will require more crews).
- Haul distance (further haul distances may require more crews to ensure production levels).

**Rapid Response Crew** – We will provide one or more Rapid Response Crews (RRC) depending on the scope of the recovery. The purpose of the RRC will be to respond immediately to disaster-related debris piles as directed by the City.

**Multiple Scheduled Passes** – During the second and third passes of debris collection, we can deploy ROW crews to remove hazardous stumps, dangerous leaning trees, and hanging limbs. We can also initiate other specialized operations, such as removing debris from drainage systems, sewers, culverts, catch basins, canals, streams, or other designated waterways. The City may also issue work orders for the removal of hazardous trees and debris from other public facilities, such as parks, trails, utility infrastructure (e.g., water plants), or even private properties. The debris created from this work typically becomes part of the general ROW debris stream. At the DDMS, we can implement processes to reduce and recycle white goods and other metals and reusable materials that may have been collected in the debris stream. These are typically segregated during the ROW mission on-site or at the debris site.

**Clean-As-You-Go (C-A-Y-G)** – We enforce our Clean-As-You-Go (C-A-Y-G) Policy with all working parties during every phase of a project. C-A-Y-G is incorporated in our Quality Control Plan and epitomizes the value of "do it right the first time." AshBritt field personnel are always directed to complete assignments and cleanup activities as thoroughly as practicable during each stage of work to avoid do-overs, inefficiencies, and delays. C-A-Y-G does not interfere with the concept of multiple debris passes, but emphasizes the objective of removing all accessible and eligible debris during each respective pass, sometimes employing necessary hand laborers and tools. Maintaining C-A-Y-G objectives is especially crucial for debris work in emergencies and significant disasters where the restoration of critical public functions is the highest priority. AshBritt personnel and subcontracted partners are expected to abide by this policy. If, after orientation and performing under the C-A-Y-G concept, worksite conditions do not reflect the objectives of this policy, AshBritt personnel and subcontractors are subject to corrective action, which may include dismissal from the project.

## Private Property Debris Removal (PPDR)

The City may assign a variety of PPDR tasks to AshBritt, from debris and hazardous tree removal to demolition. Much of this work requires specialized and certified crews. PPDR tasks must be thoroughly assessed, documented, and monitored, and meet specific eligibility guidelines for FEMA reimbursement; thus, they are usually conducted during the third pass (or more) of the mission. Under FEMA guidance, AshBritt recognizes the need for:

- Right-of-Entry (ROE) forms
- PPDR assessments
- Environmental and historical review
- Site photographs

**AshBritt completed over 900 ROE/demolitions for the Florida Division of Emergency Management in response to Hurricane Ian in 2022 (190 RACM and Non-RACM properties).**

## DDMS Operations

- Ensure DDMSs are fully managed with supervisory, monitoring, and safety personnel; security; and operators and spotters.
  - Each site will be staffed with management personnel responsible for day and night shifts as well as the overall management of the DDMS operations.
- Ensure that all vehicular and pedestrian traffic control at DDMS is accomplished in conformance with the latest edition of the MUTCD.
- Ensure entering and exiting debris trucks stop at the vehicle inspection tower for debris load verification by a monitor.
- Perform debris reduction by burning, air curtain incineration, and/or mechanical means (i.e., chippers, grinders, and shredders), as specified in the work order.
- Ensure unprocessed debris is continually reduced, and processed debris is hauled to the final disposal location at a timely pace.
- Monitor any equipment storage, fueling, or equipment repair areas to prevent spills.
- Maintain spill kits to mitigate petroleum products or hydraulic fluid spills.
- Avoid operations that significantly modify the landscape, such as soil compaction and over-

excavation of soils when loading debris for final disposal.
- Coordinate safety and compliance inspections with State and FEMA personnel.



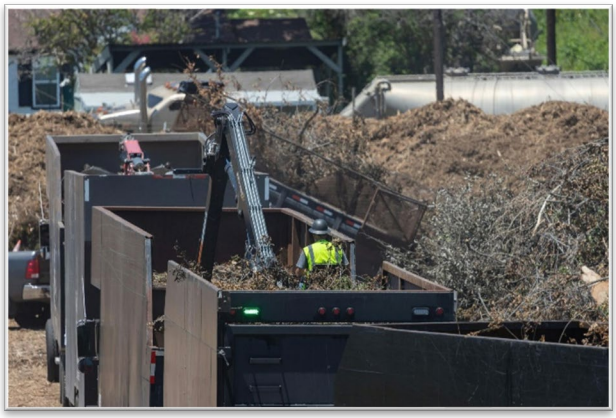

## SCOPE OF SERVICES



AshBritt's methodology for executing assigned tasks effectively and efficiently for the City of Plantation is included on the following pages. Our response details the specific methodologies and strategies we will employ to achieve desired outcomes while providing a clear roadmap for project implementation.



### Vegetative Debris

We will remove vegetative debris from the ROW primarily using grapple trucks. AshBritt follows best management practices to maximize the diversion of recyclable material by sorting curbside before loading and hauling. This is done to keep mixed loads to a minimum. However, it is important to note that, due to work environment and safety concerns, it may not always be possible to sort this debris curbside if it has not been done so by the property owner. In such cases, the debris is sorted once it has been taken to the DDMS(s).

### Construction and Demolition (C&D) Debris

AshBritt will provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to collect and remove eligible disaster debris from the City's ROW and transport eligible disaster-related C&D debris to a City-approved DDMS or final disposal site according to all federal, state, and local rules and regulations. AshBritt will only remove eligible C&D debris that is placed within the City's ROW. All eligible C&D debris will be removed from each loading site before proceeding to the next loading site. AshBritt will, to the extent possible, keep separate C&D materials from other debris so that loads are primarily of similar materials.

**Asbestos Containing Materials (ACM)** – In the event AshBritt identifies ACM, we will follow applicable regulations for managing and handling its removal. Federal asbestos regulations are contained in 40 C.F.R., Part 61, Sections 61.140-61.160. Employers of workers who handle ACM are also regulated by OSHA asbestos guidelines, listed in 29 C.F.R. Parts 1910.1001 and 1926.1101. Everyday guidance on federal regulations concerning the disposal of structures that contain asbestos is found in the EPA's Guide to the Asbestos NESHAP. Designated AshBritt personnel are conversant with and consult this guide. AshBritt adopts, incorporates, and complies with all EPA and OSHA standards and rules and employs licensed asbestos subcontractors and personnel for such work.

**Scrap Metal** – AshBritt will bring scrap metal collected during demolition or ROW operations to the DDMS to be sorted and recycled (i.e., sold to a dealer who will smelt the metal for reuse). In the event AshBritt collects motors, all liquids will be drained before disposal, as required in this solicitation.

## Hazardous Trees, Limbs, and Stumps

According to FEMA's PA Program, eligible vegetative debris includes tree limbs, branches, stumps, or trees damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed before the incident, or if the item is in a natural area and does not extend over improved property or public-use areas. This includes areas such as trails, sidewalks, or playgrounds. Bracing a tree is eligible (as Category B) only when doing so is less costly than removal and disposal. If the City chooses to brace a tree rather than remove it, the tree is not eligible for removal later if it dies. Pruning, maintenance, trimming, and landscaping are not eligible. AshBritt adheres to the Public Assistance Program and Policy Guide (PAPPG), Version 4, and FEMA Fact Sheet, Public Assistance: Category A – Debris Removal Including Private Property Debris ("Cat A Fact Sheet") (which eliminated size requirements for hazardous tree, limb, branch, and stump removal) for work. This will allow the City to streamline the entire process of identifying, removing, and properly documenting eligible limbs, hangers, and stumps.

**Hazardous Trees** – Trees qualify for FEMA reimbursement if they have a split trunk or broken canopy.

- **50% or more of the root ball exposed**: Removing the tree and root ball, and filling the root ball hole, are eligible. FEMA will not reimburse two separate unit costs to remove the tree and its root ball.
- **Less than 50% percent of the root ball exposed**: FEMA provides PA funding to flush cut the item at ground level and dispose of the cut portion. Grinding any residual stump after cutting the tree is not eligible.



Hazardous leaning trees on public ROW will be identified and documented by the City. Our crews will cut only as necessary to facilitate loading. Leaning trees on private property that are encroaching onto the ROW will be cut at the private property line when safe to do so. Only the encroaching portion will be removed. Hazardous trees on private property that pose an immediate threat are addressed on a per-case basis.

**Hazardous Limbs** – Limbs are eligible for FEMA reimbursement if they are broken and hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, and cause injury or damage.

**AshBritt deployed and managed more than 150 ISA-certified arborists for the evaluation and removal of fire damaged trees following CA's 2018 Camp Fire. In addition, AshBritt has a full time certified arborist on staff.**

### Hazardous Stumps

- **50% or more of the root ball exposed**: Eligible for the stump's removal and filling in the root ball hole. Voids created by stump extractions are filled with comparable and suitable material. Ruts and depressions inadvertently caused by contractor equipment and voids created by stump removal are filled with suitable material and reasonably compacted to grade. If grinding a stump in place is less costly than extraction, grinding is eligible.
- **Less than 50% of the root ball exposed**: FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding is ineligible.

*Other eligibility factors:*

- Stump removal in areas with known or high potential for archaeological resources usually requires FEMA evaluation and consultation with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If we discover any potential archaeological resources during a stump removal, we advise clients to immediately cease work and notify FEMA.
- If the City requests PA reimbursement for such work on a per-stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Stump Conversion Table.
- GPS coordinates and notes regarding the stump's specific hazard must be added to the special stump load ticket for proper documentation. Proper documentation for eligible hazardous stumps is paramount for FEMA reimbursement.

**AshBritt extracted 24,000 hazardous stumps for our Hurricane Katrina mission**

## Management of Hazardous and Special Wastes

According to the PAPPG, the following activities related to the removal and disposal of pollutants and hazardous substances are eligible:

- Separation of hazardous materials from other debris.
- Specialized procedures for handling and disposing of hazardous materials.
- Control or stabilization of hazardous material.
- Pumping and treating water contaminated with hazardous material.
- Cleanup and disposal of hazardous material.

AshBritt will construct a containment area at the reduction site to store hazardous materials. This area will consist of an earthen berm with a non-permeable soil liner. The containment area will be protected and sealed off by a non-permeable cover. All materials that are classified as hazardous waste will be reported immediately to the City. This material will be segregated from the remaining debris using a method that allows the remaining non-hazardous waste debris to be processed. All hazardous debris is moved and placed in the designated containment area.

**Household Hazardous Waste (HHW)** – After a disaster event, destroyed residences, residential garages, sheds, or storage facilities can produce quantities of household hazardous waste (HHW) that must be separated from storm-generated debris. AshBritt crews have been trained to identify and segregate HHW during ROW and PPDR collection, as well as during DDMS debris separation activities. If HHW is identified, it will be separated on the ground, where applicable, and the crew foreman will notify the PM, who will, in turn, dispatch the HHW Crew to collect the waste.

**AshBritt removed 11,225 pounds of HHW from Collier County, FL in response to Hurricane Ian.**

A typical HHW Crew consists of:

- Pickup truck, small dump trailer (7x14 with hydraulic dump), skid steer, and operator.
- 2 specialized laborers with appropriate training.

Each member of the crew will be trained according to EPA requirements for handling HHW materials. These crews will meet all standards and provide services in a manner consistent with applicable local laws, regulations, and policies. Trucks and trailers will be equipped with separate compartments, drums, or containers to allow for the separation of the HHW.

**Hazardous Waste and Spills Reporting** – We will take immediate action to remediate any hazardous waste spills or leaks that occur as a result of our operations at no additional cost to the City and in full compliance with applicable laws and regulations; however, we will not respond to oil or hazardous material spills that are covered under a separate FDEP contract. AshBritt will report any spills to the City and the Florida Department of Environmental Protection (FDEP) upon discovery.



We will then submit a written follow-up report to the City no later than seven days after the initial report.

The report, at a minimum, will include the following information:

- A description of the material spilled, including the identity, quantity, manifest number, etc.
- Whether the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- The exact time and location of the spill, including a description of the area involved.
- Receiving stream or waters.
- The cause of the incident and the equipment and personnel involved.
- Injuries or property damage.
- The duration of the discharge and initiated containment procedures.
- A summary of all communications AshBritt has had with media, agencies, or government officials other than the City.
- A description of the cleanup procedures that were employed or will be employed at the site, including the disposal location of spill residue.

The following table lists a few of our staff members who maintain certifications in hazardous materials and household hazardous waste handling. In addition to our in-house expertise, we maintain a pre-registered network of qualified subcontractors who possess even more diverse skill sets and certifications. This allows us to assemble the perfect team for any project, ensuring we have the right personnel with the required qualifications to meet your specific needs and exceed expectations.

| Staff Member | 40-hr HAZWOPER | 24-Hr HAZWOPER Supervisor | OSHA 30 – Gen Ind. or Construction | SILICA – Gen Ind. or Construction |
|---|---|---|---|---|
| Jason Fawcett | ● | | ● | ● |
| Danny Sides | ● | ● | | |
| Jason Haynie | ● | ● | ● | |
| Corey Flowers | ● | | ● | ● |
| Bob Hewett | ● | ● | ● | |
| Colin Chavany | ● | | ● | |
| Josue Guerrero | ● | | ● | ● |
| Vonda Smith | ● | | | |
| Luciano Costa | ● | | ● | |

## White Goods

Household appliances (i.e., white goods) will only be loaded and hauled when declared as eligible debris. White goods should be divided into two categories: 1) non-refrigerant containing; and 2) refrigerant containing. Refrigerant-containing white goods have two sub-categories:



- **Clean** – clean refrigerant-containing white goods usually consist of air conditioning units but may also include empty refrigerators and freezers.
- **Dirty** – dirty refrigerant-containing white goods consist of refrigerators and freezers in which food products and contents remain inside.

**Within the last 5 years, AshBritt has removed over 7,000 white goods throughout Florida.**

White goods categorized as containing refrigerant will be collected in such a manner that the refrigerant system will not be breached (i.e., the coils or condenser will not be ruptured or broken).

**Putrefied Goods** – AshBritt will prepare a task-specific site plan for the handling of putrefied goods. We will take necessary precautions to ensure that the contents of dirty refrigerant-containing white goods are not spilled. If not already sealed, such units will be bound to prevent spillage by securing tape, ratchet straps, rope, or similar materials to minimize the spilling of contents. We will then collect the units using ½ to 1-ton pickup trucks or van trucks with installed lift gates or ramps. The items will be loaded with the aid of appliance dollies, securely strapped into place to prevent spillage, and hauled to a facility designated by the City. White goods are categorized as follows:

AshBritt removed 23,940 pounds of putrescent debris from the City of Key West in response to Hurricane Irma.

- Non-refrigerant white goods will be segregated into the recyclable metals pile.
- White goods categorized as containing refrigerant will have the refrigerant removed per EPA regulatory requirements for freon reclamation before being segregated into the recyclable metal pile (see below).
- Dirty refrigerant-containing white goods will be cleaned before their removal. These metals will then be compacted into bales and transported to the nearest recycling facility as long as the recyclable market remains positive.

AshBritt will ensure full compliance with OSHA and USEPA requirements for handling this debris.

**Freon Reclamation Process** – The entire freon recovery/reclamation process is governed by EPA regulations outlined in Title VI of the Clean Air Act, which guide AshBritt's below protocol:

- Use Level D PPE.
- Connect and operate freon Reclamation Units as prescribed by the manufacturer and according to EPA regulations.
- Record of the manufacturer, model number, and serial number of the appliance on a running log to be presented upon job completion or request. Units received with the freon already vented must be similarly recorded.
- Identification of the appliance as reclaimed.
- Recovered/Reclaimed freon be transferred to an EPA-certified refrigerant reclaimer for processing.

AshBritt removed 5,000 units of freon during our Hurricane Katrina mission.

AshBritt has significant experience performing this work and will always comply with the above-listed regulations when tasked with removing freons.

## Electronic Waste (E-Waste)

E-waste (e.g., CRTs, monitors, circuit boards, computer components and peripherals, batteries, etc.) presents an environmental health, and safety concern owing largely to the toxicity of substances from the parts if not processed correctly. If tasked with e-waste removal by the City, we will follow the below guidelines while managing the materials and preparing for transport to a recycling facility.

- Provide gaylord or similar type boxes, pallets, and stretch wrap to pre-sort, pack, and load materials.
- Pack electronics into gaylords (which can be double-stacked).
- Load into transport trailers – two rows in length, double stacked in height.
- TVs over 25" diagonally will be stacked and securely wrapped (with stretch wrap) on a pallet no higher than 4 feet (this will allow it to be stacked on top of the gaylord box)
- Big screens (2 per pallet) will be placed on pallets back-to-back and securely stretch-wrapped. There must be no more than six pallets per trailer to maximize trailer weight.

## Waterway Debris Removal

AshBritt has extensive experience identifying and removing eligible debris from waterways. When required, the City will prescribe a specific schedule for waterway debris removal. We will remove floating debris and debris along the shoreline with shallow draft workboats and barges. This equipment typically has a grappler hook (or another similar securing mechanism) to recover floating and beach debris. We will then stage the debris on a barge to be used as a transport vessel to the offloading station.



Vessels used to recover debris may consist of shallow draft barges with lightweight hoists and loaders, workboats with grapplers, landing craft, or other work-type vessels. If needed, hand crews will work to reduce any environmental impacts. Wet debris located in deeper water, or floating debris, will be removed by spud or jack-up barges equipped with cranes or other lifting mechanisms. These vessels remove large amounts of material at a time. The barges can also be used in the recovery of vehicles, vessels, or other large items. We can employ commercial divers to attach lifting cables, slings, or air barges.

**AshBritt removed 933,563 cubic yards of marine debris caused by Hurricane Ian for the Florida Division of Emergency Management.**

Depending on water depth, shallow draft flat barges, scow barges, landing craft, and other work vessels will be used to transport the material to a City-identified marine offloading staging site. Should the City be unable to secure a public staging site for this work, AshBritt will pursue leasing options with owners of private property. Any lease entered into by AshBritt will contain a "hold harmless" clause in favor of the City and federal government. AshBritt will operate these offloading sites, and only AshBritt vehicles and others specifically authorized by the City will be allowed access.

## Demolition of Structures

After significant, wide-scale disaster events, demolitions of entire structures are sometimes necessary. Demolitions may include public, private, or commercial properties, and may or may not be part of an established Right-Of-Entry (ROE) program. Before demolitions take place, a determination must be made that the properties pose a threat to the life, safety, and health of the public. The City or its monitoring firm will issue demolition orders for residential properties and be responsible for identifying other public or private properties that may be eligible for demolition under an ROE program; however, AshBritt personnel can assist the City in assessing and identifying properties that may need to be demolished.




Our certified and licensed crews can assist the City in determining if structures contain Asbestos-Containing Materials (ACM) before any demolition takes place. When it is determined that no asbestos is at a property identified for demolition, the site will be considered a Construction & Demolition (C&D) demo site. When Regulated Asbestos-Containing Material (RACM) is found on-site, AshBritt crews will follow all local, state, and federal guidelines for RACM demolitions. Regardless of the scope, RACM or Non-RACM demo, AshBritt is highly experienced in both residential and commercial demolition.

**Of the over 29,000 Right-Of-Entry's we completed in Mississippi for our Hurricane Katrina mission, over 3,000 entailed demolition work for RACM and Non-RACM properties.**

**Demolition Procedures** – AshBritt personnel and crews will maintain demolition worksites to appropriate local, state, and federal use standards, safety standards, and regulatory requirements. All demolition debris and materials will be removed, hauled, and disposed of according to applicable federal, state, and local requirements. AshBritt will comply with all federal, state, and local requirements related to structure demolition and removal, including, but not limited to, requirements of the OSHA, EPA, and FDEP. These requirements will include the best demolition practices.

**Following are the basic steps and considerations for demolition procedures:**

- Survey and identification of properties for demolition (City/AshBritt).
- Establishment of Right-of-Entry (ROE) program, as applicable (City).
- Pre-inspect properties and sample debris for ACM (AshBritt).
- Notifications to FDEP, in compliance with state regulation and federal asbestos NESHAP (AshBritt/City).

**No Asbestos**: C&D demo (all debris)
**Yes Asbestos**: RACM demo (asbestos debris)
**Unable to Sample**: RACM demo (all debris)
**Unable to Segregate**: RACM demo (all debris)

| C&D Demolitions |
|---|
| ► Administer documentation.<br>► Coordinate utility disconnects (i.e., water, sewer, gas, power, telephone).<br>► Maintain personnel and bystander safety (i.e., PPE and site barriers).<br>► Removal/segregation of household hazardous waste, white goods, E-waste, tires, etc.<br>► Control of dust emissions (wetting debris).<br>► Load, cover, and transport debris to approved landfill, and site cleanup. |
| **RACM Demolitions** |
| ► Administer documentation.<br>► Coordinate utility disconnects (i.e., water, sewer, gas, power, telephone).<br>► Maintain personnel and bystander safety (i.e., PPE, site barriers, containment areas).<br>► Proper barrier fencing, tape, warning signage, and labels.<br>► Only licensed and certified workers are allowed in RACM containment areas.<br>► Removal/segregation of household hazardous waste, white goods, e-scrap, tires, etc., as applicable (all debris may be treated as RACM).<br>► Wetting of structures to control asbestos emissions into the air.<br>► Best demolition practices (minimize excessive breaking of debris).<br>► Removal, loading, and bagging/wrapping of RACM.<br>► Labeling, transport, and disposal of RACM at a certified and approved landfill.<br>► Manual cleaning of the RACM demo site. |

| Friable and Nonfriable Cat II ACM | Nonfriable Cat I ACM |
|---|---|
| ► Wet removal<br>► Containerize in plastic bags or “burrito wrap”<br>► Labeled bags<br>► Asbestos warning<br>► Generator name & address<br>► Active landfill with asbestos area<br>► Trench, covered daily | ► Wet removal<br>► Containerize in plastic bags or “burrito wrap”<br>► Labeled bags<br>► Asbestos warning<br>► Generator name & address<br>► Removal intact to C&D (or active landfill) |

## Sediment Screening/Removal



AshBritt is accustomed to screening various materials to reduce the mixture of debris streams. We remove sand, silt, and other earthen materials from streets, roads, bridges, and other public spaces. Assigned crews and equipment configurations suitable to the task screen sand, separate and haul off resultant debris and contaminants, and return clean sediment to designated places.

**Ditch Cleaning and Demucking:** In disaster debris operations, muck removal refers to the process of removing wet, heavy, and often contaminated debris resulting from floods, landslides, or other events that cause significant water damage. Mechanical and Pressure Washing crews will be deployed to the impacted area as soon as the water recedes, and it is safe to begin operations. At a minimum, crews will consist of:

| Pressure Washing Crews | Mechanical Crews |
|---|---|
| 1- Crew foreman<br>1- Industrial pressure washing rig<br>2- laborers with small tools | 1-Crew foreman<br>1- Skidsteer or rubber-tired loader<br>2-Laborers with small tools<br>1- 15-20 cubic yard dump truck or haul unit |

## Cleaning and Clearing of Stormwater Systems and Culverts

In the face of any major disaster, particularly when it involves heavy rainfall, the risk of flash floods or widespread flooding increases significantly. Such events often push stormwater management systems beyond their limits, especially those that are either undergoing upgrades or are ill-equipped to handle significant weather phenomena. The runoff generated by these weather events tends to sweep debris into the stormwater management infrastructure, leading to blockages not just in the catch basins and inlets but within the stormwater pipes as well. These obstructions restrict water flow, exacerbating the risk of flooding. Even with regular and thorough maintenance, stormwater systems are severely tested in the aftermath of storms.

**We cleaned 258 catch basins in Polk County utilizing Vac Trucks following Hurricane Ian.**




In preparation for imminent events like hurricanes, if time permits, many local authorities will mobilize and stage vacuum trucks or trailers to address areas known to be at high risk for flooding, aiming to reduce potential damage. AshBritt has assisted many clients with such efforts and is ready to offer both pre- and post-landfall assistance, as well as support during significant rainfall events. AshBritt employs VacTruck units, as shown in the accompanying photo, to manage not only catch basins and inlets but also to clear stormwater pipes of blockages by "jetting," minimizing the need for deploying additional equipment.

## Vehicle, Mobile/Manufactured Homes, Campers, and RV Removal

AshBritt will work with City Code Enforcement Officers to move vehicles and mobile structures deemed abandoned to the nearest pre-approved aggregation site. If towing companies are hired as subcontractors, we will make all the financial arrangements. We will also issue work orders containing all pertinent data supplied by the state to any subcontracted licensed towing companies. Towing companies are responsible for evaluating environmental and safety issues. If the towing company finds any major threats to health, safety, or the environment, the vehicle or mobile structure will not be moved, and state authorities will be immediately notified. Once all concerns are addressed, the vehicle will be lifted, properly secured, and transported to the assigned aggregation site using the safest and most direct route.

AshBritt will coordinate with the City to establish central aggregation points for the temporary storage of abandoned vehicles, RVs, campers, or mobile homes. We will ensure that these storage areas are secure and implement a program to inventory and index these items. This will include recording and data entry for a license plate, make, model, color, and VIN. Vehicles will be staged and indexed for easy location and retrieval. We will assist the City and any involved departments with the dissemination of information, contacting property owners, and any investigations necessary to assist in the proper disposition of these items.

**Following Hurricane Sandy (2012), we removed 3,780 vehicles in New York City.**

Lastly, we will arrange for the scrapping of unclaimed vehicles and mobile structures, and ensure the following materials are properly recovered: gasoline and diesel fuel, refrigerants, lubricating oils, mercury ABS switches, mercury convenience switches, lead-acid batteries, brake and transmission fluid, antifreeze, and tires. Propane tanks and large appliances in recreational vehicles will also be removed and disposed of lawfully at approved sites. We will decontaminate vehicles before they are allowed to leave the aggregation site.

## Boats and Watercraft Removal

We have extensive experience removing derelict vessels from waterways and shorelines following disasters. Recently, we removed over 100 vessels from Florida properties and waterways while responding to Hurricane Ian.

We will remove vessels from local waterways that have been identified by local authorities. All associated labor, equipment, and resources are AshBritt's responsibility, including all permitting and operating instructions required by state, local, or federal government agencies.

AshBritt has the recovery equipment and capability to recover vessels from public rights-of-way and waterways (note: vessel removal from public rights-of-way is limited to recreational boats). The recovery process will be as follows:

1. Identify the vessel using GPS coordinates.
2. Inspect the vessel.
3. Record vessel location, description, registration number, and the type and extent of damage.
4. Mitigate any fluid leaks, tilt outboard motors, and disconnect batteries.
5. Transport the vessel to an aggregation site.
6. Process vessels at aggregation site.

AshBritt will comply with all provisions of State law on the disposition of vessels deemed abandoned under Florida Statutes.





## Biowaste

**Animal Carcasses –** AshBritt can collect and lawfully dispose of animal and fish carcasses from public property and ROW. We will provide specialized crews (makeup will be determined by the type of animal) to be dispatched to specific locations where remains have been identified to collect, haul, and dispose of all carcasses as directed by the City of Plantation. While responding to Hurricane Katrina in Louisiana, we collected and lawfully disposed of over 19 tons of contaminated frozen chickens from a commercial warehouse facility. In October 2018, we collected, removed, and disposed of 87,000 pounds of dead fish for St. Lucie County, FL following red tide.

**Human Remains –** If human remains are discovered, AshBritt personnel and crews will immediately stop all operations and immediately contact the Operations Manager. The Operations Manager will notify the local police department and the Debris Manager of the situation to coordinate any required actions under the police department's direction. Operations will not resume until the local police department gives authorization.

| OTHER ANCILLARY SERVICES | | |
|---|---|---|
| **Scope** | **Description** | **Recent Applicable Experience** |
|  **Emergency Fuel Supply** | Through strategic coordination and partnerships with wholesale fuel distributors, fuel can be immediately provided, when needed, to maintain the continuity of vital services. | **2017 (Hurricane Irma)** Fuel Trucks, Collier County, FL **2016 (Blue Cut Fire)** Fuel trucks for San Bernardino County, CA |

| OTHER ANCILLARY SERVICES | | |
|---|---|---|
| **Scope** | **Description** | **Recent Applicable Experience** |
|  **Emergency Water/Ice** | Water in gallons, 2-liter bottles, or bulk potable water tankers; bagged ice (50-100lb); and/or reefers/fridges delivered to central distribution points. Logistical managers and Point of Distribution supervisors oversee the orderly distribution and tracking of provisions. | **2023 (Florida Flooding)**<br>Water & Ice for the City of Ft. Lauderdale, FL<br>**2017 (Hurricane Harvey)**<br>Water & Ice for TX Jurisdictions |
|  **Mobile Kitchen & Shower Units** | As an extension to camps, these units may serve local relief representatives, workers, volunteers, and residents. They can be delivered, set up, and powered by generators. Multiple configurations and outputs are available. Full oversight and maintenance of facilities are included. | **2023 (Migrant Support)**<br>Mobile Kitchen & Shower Units FDEM-Florida Keys<br>**2022 (Hurricane Ian)**<br>Mobile Kitchen & Shower Units throughout FL<br>**2017 (Hurricane Irma)**<br>Mobile Kitchen & Shower Units for Monroe County, FL<br>**2016 (Blue Cut Fire)**<br>Portable Toilets & Showers for San Bernardino County, CA |
|  **Pandemic Response Services** | We can provide and support Coronavirus treatment infusion centers, testing centers, alternate care facilities, and vaccination centers. Our team has been engaged in supporting cities, counties, and states with a spectrum of COVID response efforts over the past three years. We have provided over 1,000,000 vaccines. | **2019 – 2022 (COVID-19)**<br>Infusion centers, alternate care facilities, and vaccination centers in the states of FL, MS, TX, VA, NJ, KY, MD, MA, IN, NC, ME, WI, AL, MN, VT, MI, NH, PA, and LA. |
|  **Canteen, Commissary, and Meals Ready-to-Eat (MRE)** | Full canteen and commissary services that serve hot breakfast, lunch, and dinner, as well as mid-rations, can be established and expanded to support local relief representatives, workers, volunteers, and residents. MREs and heated meals can also be systematically distributed. | **2020 (COVID-19)**<br>Emergency meal delivery to FDEM<br>**2017 (Hurricane Harvey)**<br>MRE's to TX Jurisdictions |
|  **Emergency Power Generation** | Temporary power generation for critical facilities can be delivered, set up, and maintained if the regular power supply is disrupted. Emergency light towers can be provided and distributed throughout the affected area and work sites | **2023 (Florida Flooding)**<br>Generators for the City of Ft. Lauderdale, FL<br>**2020 (Hurricane Laura)**<br>Generators to TX jurisdictions<br>**2017 (Hurricane Irma)**<br>Generators to Florida jurisdictions<br>**2017 (Hurricane Harvey)**<br>Generators to TX jurisdictions |

| OTHER ANCILLARY SERVICES | | |
|---|---|---|
| **Scope** | **Description** | **Recent Applicable Experience** |
|  **Light Sources** | Light and power sources are available. Ashbritt can supply these items to multiple locations simultaneously without interruption | **2023 (Florida Flooding)** Light towers for the City of Ft. Lauderdale, FL |
|  **Temporary Offices, Warehousing, and Container Storage** | Mobile command centers, temporary offices, critical document and asset warehousing, and storage containers (CONEX or other) can be supplied in any configuration to meet local needs. Temporary prison facilities can also be delivered and maintained. | **2023 (Florida Flooding)** Multiple command centers for the City of Ft. Lauderdale, FL |
|  **POD Manpower & Equipment** | All necessary manpower, management, equipment, and supplies (i.e., forklifts, pallet jacks, lighting, hygiene stations, traffic devices, trash collections, etc.) can be supplied. Community relations, security personnel, or other provisions needed to safely and efficiently deliver water, ice, meals, tarps, food supplies, or any other commodity may be employed. | **2010 (Haiti Earthquake)** Site Security Team, lighting, and hygiene stations provided for Haiti. |
|  **Emergency Roof Tarping and Repair** | We can coordinate temporary roof patching when permanent repairs cannot be immediately implemented, mitigating against further damage. Multiple experienced crews can be deployed, and tarps can be distributed to residents from Points of Distribution. | **2004 (Hurricane Charley)** Emergency roof repairs for Charlotte County, FL EOC. |
|  **HVAC** | Comprehensive implementation of temporary HVAC support. For the City of Fort Lauderdale, this resulted in the installation of a 400-ton chiller to deliver temporary cooling capabilities to City Hall. | **2023 (Florida Flooding)** Chiller installation for the City of Ft. Lauderdale, FL |

| OTHER ANCILLARY SERVICES | | |
|---|---|---|
| **Scope** | **Description** | **Recent Applicable Experience** |
|  **Fire Suppression Support** | Water trucks and personnel can be provided, as necessary, to augment local water supply systems. Ashbritt has access to trucks with minimum capacities of 2,000 gallons that are filled and outfitted with valves compatible with fire hose connections, meeting National Fire Protection Association (NFPA) standards. | **2024 Virginia Warehouse Fires** |
|  **Dredging** | Mechanical and hydraulic dredging of canals, marinas, and navigable waterways | **2012 (Hurricane Sandy)** Dredging mission throughout the State of New Jersey. |
|  **Mass Decontamination** | Decontamination of buildings and facilities after the detection of bio/chem toxic, harmful agents. | **2020 (COVID-19)** Decontamination of schools in Miami, FL. |
|  **Drying in Services** | Emergency dry-in of public facilities, including the removal and disposal of affected building materials, securing structural openings, dehumidification, and moisture abatement | **2023 (Florida Flooding)** Drying in services for the City of Ft. Lauderdale, FL **2008 (Hurricane Ike)** Building restoration for `17 government buildings for Orange County, TX. |
|  **Mold Remediation** | Identification and remediation of mold in buildings and facilities | **2017 (Hurricane Harvey)** Mold remediation services for Orange County, TX |

## Onsite Emergency Response and Communications

In the immediate aftermath of a disaster, reliable communication systems (phones, radios, internet) are essential for coordinating efforts, distributing resources, and ensuring the safety of affected populations. Without these systems, response and recovery efforts can be significantly hindered, leading to delays and increased suffering.

To address this challenge, AshBritt rapidly deploys mobile command centers and utilizes a variety of communication technologies to establish reliable communication channels. These measures help ensure that essential information can be shared promptly and efficiently, facilitating a coordinated and effective response.

- **Satellite Phones:** AshBritt will provide satellite phones and internet service to key management and City personnel if normal communications are interrupted.
- **Mobile Satellite Systems:** We will also supply mobile, trailer-mounted satellite communication systems (i.e., VSAT=very small aperture terminal) to ensure broadband communication capabilities. Satellite is a superior solution to normal communications in many situations because of the unique manner in which it works. Although other temporary systems are available, they are unreliable or cumbersome to install. The greatest benefit of using the VSAT system is that it accommodates varied communication types through a single satellite link. These include the telephone, the internet, video, and radio control.
- **GPS Units:** Senior management and select field personnel will be outfitted with Global Positioning System units to facilitate local orientation and dispatch crews.
- **Smartphone Devices**: We also employ smartphones and devices to facilitate communications by allowing remote web and email access, as well as a two-way radio.
- **Field Laptops**: Our senior managers and key personnel are equipped with laptops for document management, email communication, field reporting, and documentation.
- **Computer Networks**: AshBritt will establish and maintain secure computer networks for clients as needed.
- **Web-Based GIS Applications**: As soon as wide-scale internet service can be reestablished to City officials, AshBritt will provide web-based reports detailing the evolution of the recovery project. Management reports, production reports, graphs, discrepancy/damage tracking, and truck measurement logs are all provided via the Internet. GIS tracking of cleanup progress may also be implemented.
- **Digital Cameras**: Select managers and field personnel are supplied with digital cameras for fieldwork documentation and reporting purposes.
- **Video Surveillance**: We will set up and monitor video surveillance equipment for security or other video documentation functions as required to monitor a base camp or temporary vehicle/vessel staging area.






## Quality Control and Customer Service Plans

AshBritt has developed a Quality Control Plan (QCP) that addresses our response and control procedures for all debris removal, reduction, and disposal operations, including work by subcontractors. This QCP has been developed over years of working with various municipalities, co-ops, State emergency management organizations, and USACE. We have utilized this plan on multiple state and federal-level projects and can ensure the City that it will be carried out as described below.

### Quality Control Organization (QCO)

We know that one of the most important factors in implementing a successful QCP is our QC Team's understanding of and familiarity with every component of the plan. Therefore, we are committed to allocating the resources necessary to implement a superior training and education program to ensure that our team members maintain expert knowledge of the QCP.

The QCO consists of one Quality Control Manager (QCM), a Quality Control Supervisor (QCS), and various Quality Control Representative (QCR) positions (as necessary) to meet the scope requirements. All QC personnel will be familiar with all active plans and specifications, including any revisions, changes, and amendments thereto. The QCM, QCS, and QCR(s) will have a complete understanding of the latest pertinent local, state, and FEMA guidelines, regulations, and administrative policies. The QCM also acts as the compliance manager of the contract.

Our commitment to Quality Control training is emphasized by the QCM and QCS's involvement with training newly hired QCRs for each project. AshBritt has developed a training program for all QCR positions at all levels. Our training program includes QCR activities; QCP familiarization; Debris eligibility; Non-compliance issues; Partnering with Government; QA personnel; Ethics and stewardship of tax dollars; and Professionalism.

AshBritt has a separate specialized training program for QC Site Managers at debris loading, separation, reduction, and disposal sites, and those dealing with HHW and HTRW activities. All training materials will be submitted with the QCP for review and comment by the City if requested.

### Quality Control Representative Duties

**Oversee**

Staging areas / Crew certification / Crew coordination / Collection zones / Crew navigation / All damage reports and settlements.

**Enforce**

Our "Clean As You Go" policy / Traffic control and debris security policies / Safety and environmental plans / Work hours / Zone collection boundaries with corrective action for violation.

**Execute**

Random equipment and vehicle inspections / Tool-box safety meetings in the field.

**Coordinate**

Field operations with other contractors / Monitoring / Compiling spot check field documentation and reporting.

**Essential Function**

Field liaisons for our senior management / Monitor and report any threats to public health and safety / Track the overall progress of the cleanup / Ensure our collection passes are carried out efficiently and safely.

In a wide-scope project, the QCO consists of a QC Area Manager (who is also the Task PM); an Assistant QC Area Manager; QC Sector Manager(s); QC Site Manager(s); and Specialized QC Personnel. These QC personnel have dual duties for the duration of the project, and all perform a support and assistance function for the Mission Safety and Task Safety Managers. All AshBritt personnel and subcontractors are responsible to the QCM. The QCM and all personnel are required to take on quality control duties to assist in overall operational oversight.

To ensure the QCP is properly implemented, the QC Area Managers will meet with the City weekly, at a minimum, to spot-check random work areas and DDMS locations for safety and quality control compliance. At these meetings, the QC Area Managers and the City shall discuss and track any deficiencies that are occurring within the QCO. Any deficiencies are dealt with by the QCO and corrected to the satisfaction of the City. Each deficiency will be tracked on a deficiency-tracking log and the QCSM will ensure that weekly tailgate meetings are held to address the deficiencies and correct them within the organization. Binders are maintained tracking each of the deficiencies as discussed by the QC Area Manager and the City documenting the corrective action that was taken by the QCO.

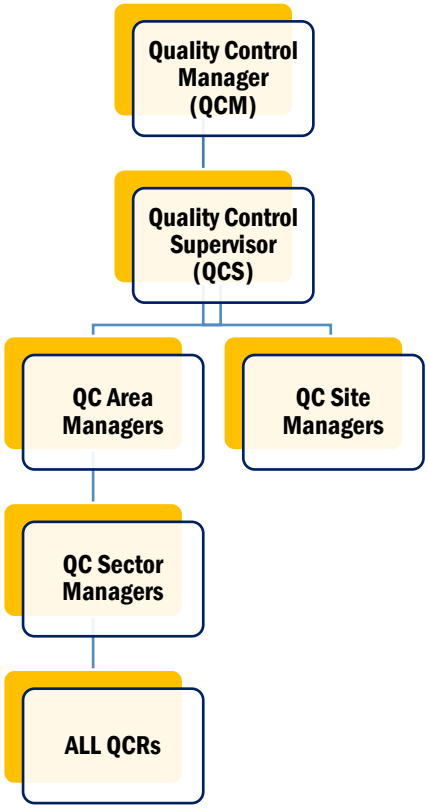


## Separation/Handling of Curbside Debris

*Vegetation and C&D Debris* – AshBritt follows best management practices to maximize the diversion of recyclable material by sorting curbside before loading and hauling. This is done to keep mixed loads to a minimum. However, it is important to note that, due to work environment and safety concerns, it may not always be possible to sort this debris curbside if it has not been done so by the property owner. In such cases, the debris is sorted once it has been taken to the DDMS(s).

*HHW, White Goods, E-Waste* – HHW debris will be transported, stored, and disposed of as specified by the City. All white goods products (e.g., refrigerators, freezers, etc.) will be delivered to collection points as specified by the City. Individuals with the proper credentials or licenses will remove the chemicals or fluids before disposal or recycling. Debris separation crews will separate e-waste so it can be removed and disposed of as specified in the task order and in compliance with all local, state, and federal laws, regulations, policies, and rules.

## Environmental Controls

Importantly, our QCM will ensure the implementation of vital environmental and infrastructure protection measures and pollution controls, such as:

- All environmental materials handling and land-use permits and licenses must be procured, and regulatory updates disseminated, before operations.
- Field staff and subcontractors must work to protect and preserve the surrounding ecosystem and natural habitats, and consider implications to surface and groundwater; air quality; soil control and ground cover; fish and wildlife; designated historical areas; and community living areas.
- Field staff and subcontractors must work to reduce the environmental impacts of collecting and containing hazardous debris materials.

Our QCP also mandates that management staff consider the following when working with the City to establish a DDMS and reduction methods:

- Proximity to occupied dwellings and safety buffer zone availability.
- Location and distance from water bodies, such as rivers, lakes, streams, or wetlands.

- Accessibility and closeness of obstructions and power lines.
- Presence of on-site underground utilities or storage tanks.
- Stability of soil strata and erosion and sedimentation control.

The various methods of debris processing and handling are also evaluated according to our plans, such as:

- Air curtain incineration and open burning impacts (with attendant testing and disposition of ash).
- Grinding impacts (with attendant considerations of noise, dust, particulate matter, disposition, and beneficial reuse).
- Storage, decontamination, and recovery of white goods (i.e., refrigerant-containing appliances that require special handling) and recycling of such.
- Household hazardous waste storage, containment, and approved disposal.
- Hazardous materials containment, storage, remediation, and approved disposal.

Lastly, the QCM will work with DDMS management to ensure that all attendant soil and ash testing is completed under federal and state environmental guidelines with the closure and restoration of a DDMS. Any remediation and monitoring will be coordinated with state and federal environmental protection agencies. AshBritt management and staff, through constant communication and training, stay apprised of current Environmental Protection Agency (EPA) specific guidelines, rules, and laws as they relate to disaster recovery and debris management. We also stay informed through our work on other special environmental projects, which often correlate with disaster recovery work, and through our association, affiliation, and contacts with the American Public Works Association (APWA)—various Chapters and the Solid Waste Association of North America (SWANA).

### Proper Loading/Unloading of Trucks

AshBritt ensures that loading and unloading equipment is appropriately sized and that large equipment, such as those exceeding 6 cubic yards or lacking rubber tires, requires specific approval from the County. Trucks are marked with placards indicating the subcontractor, truck number, and certified capacity. To maintain safety and efficiency, loads are balanced, white goods are handled carefully to preserve Freon systems, and debris is secured to prevent spillage. Additionally, debris is separated into categories like vegetative, construction, and mixed debris to facilitate recycling and proper disposal. Unloading procedures prioritize safety by maintaining a safe distance of at least 40 feet from other trucks and equipment to avoid potential hazards from falling debris.



## Incident Reporting

While AshBritt prioritizes safety during recovery operations with a robust Quality Control Plan, we recognize the potential for unforeseen damage in disaster zones and maintain a systematic process to address deficiencies. This includes reported property damage, safety violations, and citizen concerns. A dedicated QC Manager, supported by Field Supervisors, oversees this program. If needed, a 24-hour hotline will be established for direct reporting, with clear communication channels disseminated through Public Service Announcements and official representatives.

### General Process for Hotline/Deficiencies

1. **Receive and Document:** Log all citizen calls, detailing the nature of the issue.
2. **Triage and Assign:** For actionable items, enter the call into the deficiency tracking system, assigning it to a QC staff member.
3. **Response and Resolution:**
   - **Urgent Cases (e.g., hazardous debris):**
     - QC Manager logs the call and assigns the issue to the relevant QC Field Supervisor.
     - The supervisor investigates and dispatches a crew to address the problem.
     - QC closes the report upon completion.
   - **Deficiencies/Damages:**
     - Area QC Manager handles the case, coordinating with residents (e.g., repairs, settlements).
     - The manager closes the report in the system.

## Damage Claims Processing

AshBritt prioritizes addressing project issues promptly. We'll assign a QC Manager and Field Supervisors by zone to handle deficiencies and damages. A 24-hour hotline (if needed) will be staffed by QC personnel for citizen reporting. Subcontractors will be instructed to prioritize safety and minimize damages, with repairs coordinated by Field Supervisors. AshBritt aims for same-day response to all issues.

| | |
|---|---|
| **Detailed Records and Reporting** | ► We conduct investigations and document everything with photos and reports.<br>► All damage and deficiency reports are tracked electronically for follow-up and audits. |
| **Repair Process** | ► Local contractors handle repairs: handymen for small jobs, and vendors for larger ones.<br>► Most minor repairs are fixed on the spot or same day.<br>► Larger repairs may take up to 30 days with claimant approval.<br>► We offer monetary settlements for some claims as a faster resolution. |
| **Claim Resolution** | ► All settlements (in-kind repairs or monetary) require a signed release from the claimant.<br>► This release acknowledges the settlement and protects AshBritt and the client.<br>► All documentation is stored electronically for at least 7 years. |

### Deficiency Tracking Application – GIS Cloud

AshBritt also utilizes a deficiency tracking application utilizing the GIS platform to reduce time spent transferring data. This system allows AshBritt to make deficiency reports in the field and upload them to the GIS cloud so that all reports are stored for easy reference in case action is needed by a Quality Control Manager/Representative.

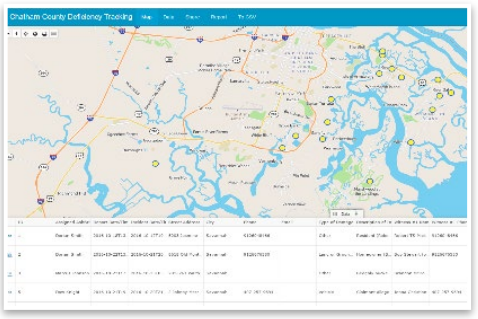

- **Technical Support and Federal Grant Assistance**

AshBritt's team has intimate knowledge of current regulations and policy pertaining to FEMA's Public Assistance Program, Hazard Mitigation Grant Program, and Fire Management Assistance Grant Program; the Disaster Recovery Reform Act; the Sandy Recovery Improvement Act; the Federal Highway Administration's Emergency Relief Program; and many other relevant federal programs. To guarantee the best results, we have incorporated these programmatic guidelines into every aspect of **AshBritt's Debris Management Plan.**

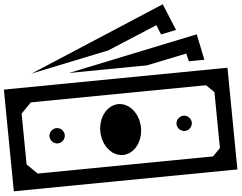

## Technical Assistance Team

We know that sufficient awareness of federal eligibility requirements will save more tax dollars for jurisdictions than any other task in the four phases of emergency management. **AshBritt's Technical Assistance Team members have combined decades of experience working for both FEMA and state divisions of emergency management.** We will use this knowledge and expertise to:



- Address any federal funding concerns or questions that the City may have before or after disasters.
- Provide training/procedural updates to City responders, field staff, and subcontractors (e.g., Policy Briefings, revised field guidance, etc.).
- Review City debris management plans for compliance with federal funding requirements.

Please see our Technical Assistance Team's bios included below.

| Team Member | Qualifications |
|---|---|
|  Shelby Pay-Chaney | Shelby worked as a FEMA Region 4 Appeals Supervisor for 8 years before joining AshBritt in 2023. **She boasts a decade of combined state and federal emergency management experience**. During her tenure with FEMA, Shelby personally adjudicated over 300 Region 4 PA first appeals affiliated with every facet of disaster recovery and oversaw the completion of countless other appeals and technical reviews prepared by appeals staff and Technical Assistance Contractors. She also participated in numerous policy development working groups and arbitration hearings; managed declaration requests for multiple Fire Management Assistance Grants (FMAG); and became a certified trainer for FEMA's Procurement Disaster Assistance Team (PDAT). Before FEMA, Shelby served as the Appeals Officer for the Florida Division of Emergency Management, the state agency with the largest PA appeal output nationwide. Her state and federal appellate review work has spanned most disaster types (e.g., hurricanes, floods, windstorms, tornados, fire, snow/ice, COVID-19/pandemic, landslides, etc.) and all categories of disaster recovery work (i.e., Categories A-G). **Her working knowledge of the federal laws, regulations, and policies that guide FEMA's PA Program is all-inclusive.**<br><br>Since joining AshBritt, Shelby has served as both our Proposal Manager and expert on federal procurement requirements. Her extensive experience adjudicating FEMA eligibility issues, combined with her deep understanding of federal procurement standards and contracting requirements, makes her the ideal resource for addressing any contracting concerns our clients may have. |

| Team Member | Qualifications |
|---|---|
|  <br>Jim Loomis | **Jim is a seasoned emergency management expert with over 12 years of executive leadership experience in state-level emergency management.** His expertise spans federal assistance, disaster declarations, and government-to-government/individual/business assistance programs. He played a key role in developing the Partners in Recovery Program, a national model for disaster recovery coordination. Jim also worked in hurricane shelter surveys, Community Right to Know programs, and disaster recovery planning. He was instrumental in the development of Florida's Disaster Mitigation Act of 2000.<br><br>Over the past 20 years working with AshBritt, Jim has become our lead liaison for federal agency coordination. Notably, is wide breadth of emergency management expertise has supported AshBritt's efforts on multiple federal contracts, including those with the United States Army Corps of Engineers. |
|  <br>Chris Holsinger | Chris began is emergency management career at the Florida Division of Emergency Management, where he served as **the State's leading expert on FEMA debris eligibility requirements**, providing technical assistance to Florida PA applicants. Additionally, Chris taught the FEMA G202 Debris Management Training Course throughout the state and regularly reviewed Debris Management Plans for compliance with the Sandy Recovery Improvement Act's Debris Management Plan Pilot Program. During his time at FDEM, Chris co-authored the Debris Management Field Guide, a comprehensive resource that outlines eligible work and proper procedures for documenting, collecting, and disposing of various types of debris. He also reviewed municipal Comprehensive Emergency Management Plans to ensure their compliance with debris management standards during Florida's 5-year recertification process for various jurisdictions. In 2013, Chris served as the Public Assistance Coordinator for the FEMA Fire Management Assistance Grant Program, further expanding his expertise in disaster response and recovery.<br><br>Since joining the AshBritt team nearly a decade ago, Chris has become our in-house expert on small, disadvantaged, women-owned, and minority business (SBE) subcontracting. While serving as our in-house SBE Officer, Chris performs outreach to SBEs, provides registration and licensing guidance, and mentors small businesses through subcontracting procedures for government work. |
|  <br>Jeanne Spagnolo | **Jeanne is a seasoned emergency management professional with state-level experience in compliance, policy analysis, and disaster response.** She began her career at the Florida Division of Emergency Management, where she contributed to the creation of the Compliance Unit and participated in responses to various disasters, including COVID-19, Hurricane Sally, and tornadoes. After FDEM, Jeanne worked as a Legislative Policy Analyst, contributing to the development and passage of legislation reforming Florida's emergency management policy.<br><br>Now working directly with AshBritt's leadership team as our Manager of Executive and Strategic Initiatives, Jeanne's expertise supports our work in governmental affairs and public outreach. |

## Federal Disaster Declaration Experience

Navigate the complexities of post-disaster recovery with confidence. The below table details AshBritt's experience responding to **over 100 federally declared disasters**, demonstrating our expertise in navigating FEMA's Public Assistance and Fire Management Assistance Grant programs, the Federal Highway Administration's (FHWA) Emergency Relief (ER) Program, and the Natural Resources Conservation Service's (NRCS) Emergency Watershed Protection (EWP) Program. Our methods are meticulously tailored to secure federal reimbursement, alleviate financial burdens, and accelerate the City's ability to recover seamlessly.



| Year | Disaster | Federal Grant Program | State |
|---|---|---|---|
| 2024 | Hurricane Milton | FEMA PA DR-4834 | FL |
| | Hurricane Helene | FEMA PA DR-4828 | FL |
| | | FEMA PA DR-4830 | GA |
| | | FEMA PA DR-4827 | NC |
| | | FEMA PA DR-4829 | SC |
| | | FEMA PA DR-4831 | VA |
| | Hurricane Debby | FEMA PA DR-4806 | FL |
| | Hurricane Beryl | FEMA PA DR-4798 | TX |
| | Severe Storms, Straight-line Winds, Tornadoes, and Flooding | FEMA PA DR-4781 | TX |
| | Severe Storms, Straight-line Winds, Tornadoes, Landslides, and Mudslides | FEMA PA DR-4782 | KY |
| 2023 | Hurricane Idalia | FEMA PA DR-4734 | FL |
| | | FEMA PA DR-4738 | GA |
| | Severe Rainstorm/Flooding | FEMA PA DR-4709 | FL |
| | Straight-Line Windstorm | FEMA PA DR-4747 | KS |
| 2022 | Severe Storms and Flooding | FEMA PA DR-4663 | KY |
| | Hurricane Ian | FEMA PA DR-4673; FHWA ER FL22-1 | FL |
| | Hurricane Nicole | FEMA PA DR-4680 | FL |
| | Severe Winter Storms | FEMA PA DR-4644 | VA |
| 2021 | Wildfires | FEMA PA DR-4562 | OR |
| | Hurricane Ida | FEMA PA DR-4626 | MS |
| | | FEMA PA DR-4614 | NJ |
| | | FEMA PA DR-4611 | LA |
| | Tornadoes | FEMA PA DR-4630 | KY |
| 2020 | Tropical Storm Isaias | FEMA PA DR-4567 | NY |
| | | FEMA PA DR-4580 | CT |
| | Tropical Storm Imelda | FEMA PA DR-4466 | TX |
| | Hurricane Laura | FEMA PA DR-4559 | TX |
| | Hurricane Sally | FEMA PA DR-4564 | FL |
| | Hurricane Zeta | FEMA PA DR-4575 | MS |
| | | FEMA PA DR-4576 | GA |
| | Severe Storms | FEMA PA DR-4542 | SC |
| | COVID-19 | FEMA PA DR-4512 | VA |

| Year | Disaster | Federal Grant Program | State |
|---|---|---|---|
| | | FEMA PA DR-4485 | TX |
| | | FEMA PA DR-4496 | MA |
| | | FEMA PA DR-4486 | FL |
| | Tropical Storm Eta | FEMA PA EM-3551 | FL |
| 2019 | Hurricane Dorian | FEMA PA DR-4468 | SC |
| | Severe Storms and Flooding | FEMA PA DR-4454 | TX |
| 2018 | Hurricane Michael | FEMA PA DR-4399 | FL |
| | | FEMA PA DR-4400 | GA |
| | Camp Fire | FEMA FMAG FM-5278 | CA |
| | Severe Storms and Flooding | FEMA PA DR-4377 | TX |
| 2017 | Hurricane Harvey | FEMA PA DR-4332 | TX |
| | Hurricane Irma | FEMA PA DR-4337 | FL |
| | | FEMA PA DR-4338 | GA |
| | | FEMA PA DR-4346 | SC |
| | Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fires | FEMA PA DR-4344 | CA |
| | Severe Storms | FEMA PA DR-4294 | GA |
| 2016 | Winter Storm Jonas | FEMA PA DR-4261 | MD |
| | | FEMA PA DR-4262 | VA |
| | Severe Storms and Flooding | FEMA PA DR-4269 | TX |
| | Hurricane Matthew | FEMA PA DR-4283 | FL |
| | | FEMA PA DR-4284 | GA |
| | | FEMA PA DR-4286; FHWA ER SC17-1 | SC |
| 2015 | Valley Fire | FEMA PA DR-4240 | CA |
| | Severe Storms and Flooding | FEMA PA DR-4241 | SC |
| | Severe Storms and Flooding | FEMA PA DR-4223 | TX |
| | Severe Winter Storms | FEMA PA DR-4215 | GA |
| 2014 | Winter Storm Pax | FEMA PA DR-4165 | GA |
| | | FEMA PA DR-4166 | SC |
| 2013 | Winter Storm Nemo | FEMA PA DR-4106 | CT |
| | | FEMA PA DR-4110 | MA |
| 2012 | Severe Storm and Snowstorm | FEMA PA DR-4051 | MA |
| | Hurricane Sandy | FEMA PA DR-4086 | NJ |
| | | FEMA PA DR-4087 | CT |
| | | FEMA PA DR-4092 | VA |
| | | FEMA PA DR-4085 | NY |
| | | FEMA PA DR-4091 | MD |
| | Tropical Storm Debby | FEMA PA DR-4068 | FL |
| 2011 | EF 3 Tornado | FEMA PA DR-1969 | NC |
| | EF2 Tornado | FEMA PA DR-1973 | GA |
| | Tornado | FEMA PA DR-1994; NRCS EWP | MA |

| Year | Disaster | Federal Grant Program | State |
|---|---|---|---|
| | Hurricane Irene | FEMA PA DR-4023 | CT |
| | | FEMA PA DR-4024 | VA |
| | | FEMA PA DR-4028 | MA |
| 2010 | Snow and Ice Storm | FEMA PA DR-1905 | VA |
| | | FEMA PA DR-1910 | MD |
| | Hurricane Alex | FEMA PA DR-1931 | TX |
| 2008 | Hurricane Dolly | FEMA PA DR-1780 | TX |
| | Hurricane Ike | FEMA PA DR-1791 | TX |
| | Tropical Storm Fay | FEMA PA DR-1785 | FL |
| 2005 | Hurricane Dennis | FEMA PA DR-1595 | FL |
| | Hurricane Cindy | FEMA PA DR-1601 | LA |
| | Hurricane Katrina | FEMA PA DR-1602 | FL |
| | | FEMA PA DR-1603 | LA |
| | | FEMA PA DR-1604 | MS |
| | Hurricane Wilma | FEMA PA DR-1609 | FL |
| 2004 | Hurricane Charley | FEMA PA DR-1539 | FL |
| | Hurricane Frances | FEMA PA DR-1545 | FL |
| | Hurricane Ivan | FEMA PA DR-1549 | FL |
| 2003 | Ice Storm | FEMA PA DR-1451 | SC |
| | Hurricane Isabel | FEMA PA DR-1491 | VA |
| | | FEMA PA DR-1490 | NC |
| 2002 | Ice Storm | FEMA PA DR-1401 | OK |
| | EF5 Tornado | FEMA PA DR-1409 | MD |
| | Hurricane Lili | FEMA PA DR-1437 | LA |
| | Ice Storm | FEMA PA DR-1448 | NC |
| 2000 | Ice Storm | FEMA PA DR-1356 | NC |
| 1999 | EF5 Tornado | FEMA PA DR-1272 | OK |
| | Hurricane Floyd | FEMA PA DR-1292 | NC |
| | | FEMA PA DR-1300 | FL |
| | Hurricane Irene | FEMA PA DR-1306 | FL |
| 1998 | EF2 Tornado | FEMA PA DR-1195 | FL |
| | Hurricane Bonnie | FEMA PA DR-1242 | VA |
| | Hurricane Georges | FEMA PA DR-1249 | FL |
| | Tropical Storm Mitch | FEMA PA DR-1259 | FL |
| 1996 | Hurricane Fran | FEMA PA DR-1134 | NC |
| 1995 | Hurricane Erin | FEMA PA DR-1062 | FL |
| | Hurricane Opal | FEMA PA DR-1069 | FL |
| 1993 | Ice Storm | FEMA PA EM-3095 | TN |
| 1992 | Hurricane Andrew | FEMA PA DR-955 | FL |

## Demobilization



As the debris removal operation nears completion, AshBritt implements a methodical demobilization process to ensure a smooth and efficient transition. This process involves a series of carefully planned steps to safely and responsibly conclude operations.

### Recycling and Final Disposal

Major disasters can yield massive and unwieldy amounts of debris. It is important when planning for the disposition of disaster debris to remain environmentally conscious and to maximize, to the greatest extent possible, the diversion of debris from disposal in landfills. With sufficient pre-planning, more options can be made available for the potential to recycle or to find beneficial uses for a greater percentage of the disaster debris stream. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources, and potentially reduce the costs of the overall recovery.

We will employ a variety of means to lessen the burden on local landfills and to encourage the recycling and reuse of debris. AshBritt's responsible approach to reducing our environmental burden resonates through our corporate vision and is accomplished in an environmentally responsible manner through landfill diversion, waste reduction, reuse, and recycling. Our Corporate Sustainability Program conserves biodiversity and promotes the preservation of natural resources and valuable landfill airspace for future generations.

Below are four main debris classifications for processed material and potential methods for recycling/disposal.

| Debris Type | Recycling/Disposal Method(s) |
|---|---|
| Vegetative mulch | Agricultural applications, waste conversion to energy, vegetative waste receiving facility, landfill cover, or erosion control. |
| Ash from incineration operations | Agricultural applications or landfill. |
| Construction and demolition debris | Recycling facility or landfill. |
| Hazardous materials | Recycled, incinerated, or landfill (appropriately permitted). |

### DDMS Restoration and Closeout

After all debris is removed from the DDMS, we will restore the site to pre-use condition or better. First, we will remove all equipment and site resources, such as the inspection tower and any fencing or erosion control devices. We will then finalize the environmental baseline data checklist to verify that the work did not alter the soil or air in any adverse manner. AshBritt's DDMS Manager and Operations Manager will conduct a final closeout inspection with a City representative, and execute a final release upon determination that the site meets approval criteria. AshBritt shall prepare and maintain before and after documentation (e.g., photographs, soil sampling, water sampling, etc.) to demonstrate that the DDMS was properly closed. We will also obtain written approval from the City confirming that the site has been properly closed and has been returned to its pre-disaster condition.


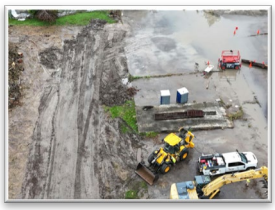



## Procedures for Documentation and Verification Functions

The accurate and efficient documentation and invoicing of recovery activities are vital to a successful recovery mission and the attendant reimbursement process. Although federal and/or state reimbursement for emergency efforts can lag, our experience working on hundreds of disaster projects has affirmed that preparing, organizing, and submitting proper documentation to the appropriate authorities will speed up the delivery of funds. We use our records and reporting system to ensure that recovery progresses, and reimbursement is obligated as quickly as possible. The City will be able to access our records and reporting system to monitor applicable projects and track all work being done, from the ROW to the DDMS(s), ensuring a smoother reimbursement process.



### Billing Overview

AshBritt's billing process is transparent and efficient:

- We separate debris service costs on invoices with detailed backup (logs, tickets, reports).
- We adapt to your preferred billing procedures.
- For the City of Plantation, monthly invoices come with comprehensive backup:
  - Equipment logs/timesheets (emergency clearing).
  - Scanned truck measurements/load tickets (manual backups available).
  - Quality control and safety reports.
- We provide sufficient documentation for debris handling and reimbursement.
- Backups include hard copies and Excel spreadsheets.
- Pre-invoice reconciliation ensures fast-tracked approvals. We correct any errors promptly.
- We only bill for authorized debris within designated zones and avoid duplicates.

The County or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract as necessary and upon request, throughout the term of this contract, and for five (5) calendar years after the date of the final payment.

### The Data Capture Process for Debris Operations

> "A load ticket provides the most comprehensive information and a paper trail for FEMA PA program reimbursement." – *Public Assistance Debris Monitoring Guide* (2021)

**Loading and Ticketing:**

- Monitors record location, truck info, and debris type, and verify quantities at loading sites.
- Carbon copies of completed tickets are distributed for record-keeping.

**Data Entry and Processing:**

- Tickets are scanned and uploaded to our data management system.
- Manual and system checks ensure accuracy before payments are processed.
- Paper and electronic invoices are provided to subcontractors for streamlined reconciliation.
- *The process of scanning paper tickets and entering them into the system is eliminated when an ADMS system is used.*

**Reporting:**

- Variance reports identify and correct any data entry errors.

### Ensuring Accurate Tracking and Reporting for FEMA Reimbursement

Following a disaster, securing FEMA reimbursement for debris management can be crucial to the success of recovery efforts. AshBritt understands this and implements a multi-pronged approach to ensure accurate tracking and reporting of all debris removal activities:

- **Coordination with Debris Monitors:** We work closely with client representatives and assigned debris monitors to document the debris removal process according to FEMA guidelines. This includes volume estimations, debris characterization (type and size), truck certifications, accurate load ticket data, and photographic evidence. We cross-reference our data to the debris monitor's data to ensure accuracy and eligibility.
- **FEMA Expertise:** Our team has a deep understanding of FEMA's Public Assistance program, particularly the requirements for debris removal documentation and eligibility. We ensure all collected data meets FEMA's standards for a smooth reimbursement process.
- **Project Management Software:** AshBritt utilizes advanced project management software to meticulously track debris removal activities. This software allows for real-time data collection, geospatial mapping of debris locations, and clear documentation of the debris removal process. Our comprehensive data allows for accurate reporting to FEMA, maximizing the City's chances of reimbursement success.

## PROCESSING SYSTEMS

### Microsoft Power BI

Microsoft Power BI is a data tracking solution that can be used via mobile device to supplement ADMS'. This powerful tool combines cutting-edge interactive visualizations with robust data querying and modeling capabilities, offering real-time data analysis and visualization. It plays a crucial role in quality control and daily operational data verification, ensuring the accurate tracking of production rates.

Power BI excels at transforming data from various sources into dynamic dashboards and reports. This capability enables timely access to critical insights; monitoring operational improvements; project timelines; ROW collection efficiency; haul-out production rates; quantities of debris types; and geographical mapping by debris categories, such as trees, stumps, white goods, and more.

Further, the application easily identifies any irregularities in the operational process and serves as a valuable tool for monitoring project costs. This functionality is essential for aligning project expenses with assigned purchase orders, a vital requirement for projects carried out for the City of Plantation. To the right and on the following page are example maps and reports from the Power BI application that were used in our response to Hurricane Ian for Charlotte County, FL.

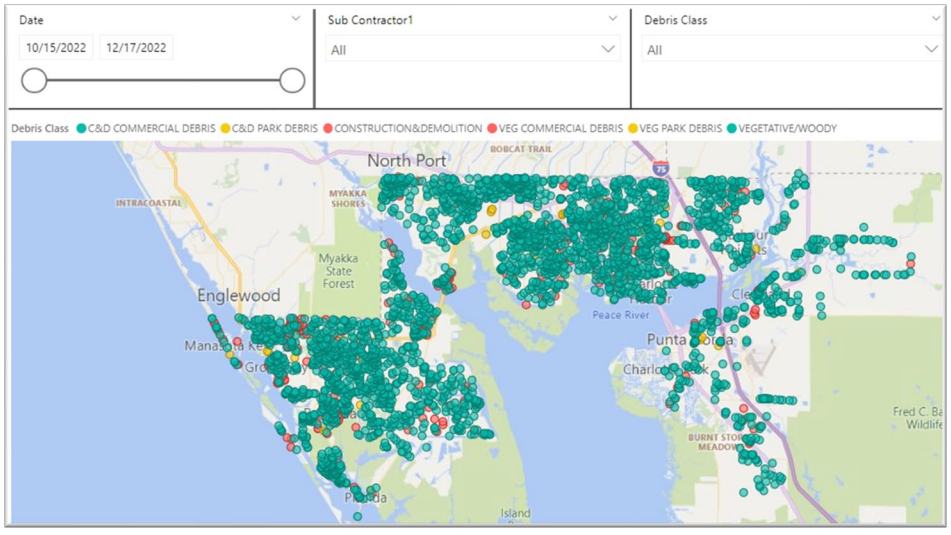

Below: A Power BI dashboard page visualizing ROW data from a project AshBritt completed in Charlotte County, FL.

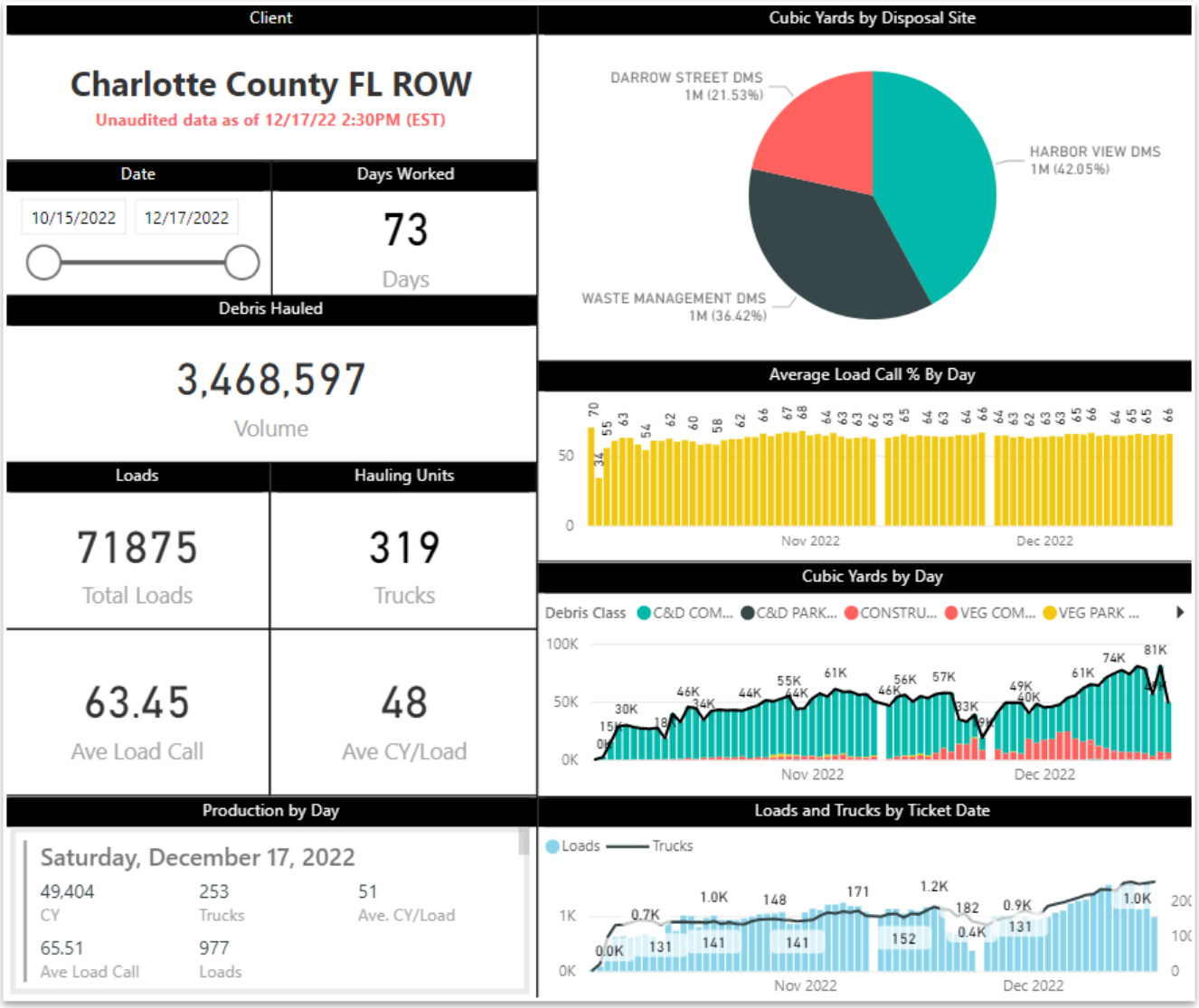

## Caspio

Caspio, a powerful cloud-based platform, empowers AshBritt to create custom business applications without the need for coding. This user-friendly tool allows us to build forms, reports, and data management solutions tailored to specific project requirements. Caspio's seamless integration with various online storage services, such as Dropbox, Google Drive, and Amazon S3, facilitates efficient data transfer and management.

Moreover, Caspio's robust user management and security features ensure that our data remains protected and accessible only to authorized personnel. The versatility of Caspio was demonstrated in our 2017 USACE PPDR project in California, where we utilized the platform to track tasks, monitor progress, and generate work schedules. This web-based solution provided real-time insights and streamlined our operations.

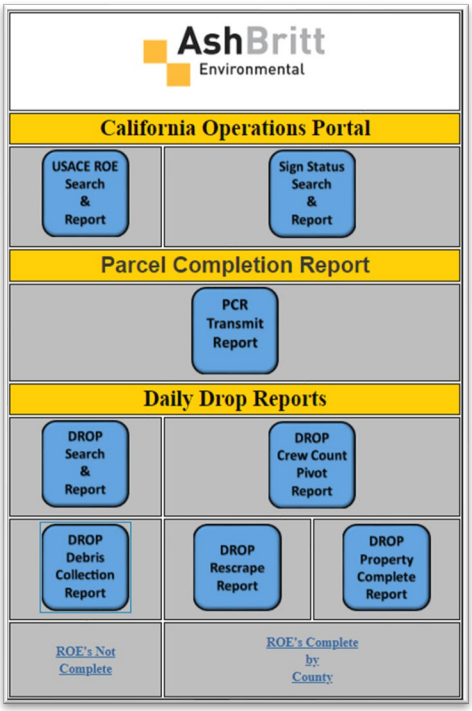


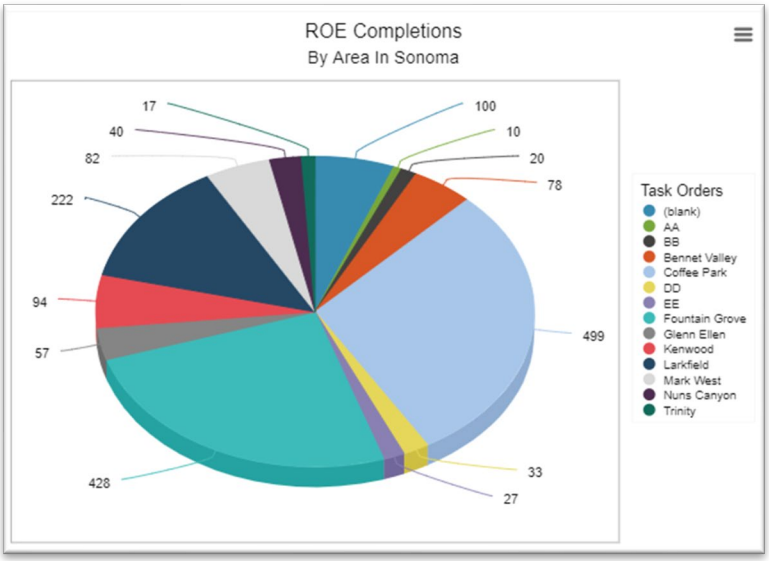


## Time Station

Time Station is a mobile time and attendance system that is compatible with smartphones and tablets. This cloud-based system allows for real-time tracking, supported by Fast-Scan Technology and GPS Location/Geoscan Tagging via the Time Station Mobile App. AshBritt incorporated this innovative technology during our 2015 California operations. In total, we meticulously monitored over $15 million worth of hourly work which encompassed a substantial workforce and wide-ranging geographic area. AshBritt has utilized this technology across multiple states since 2015.

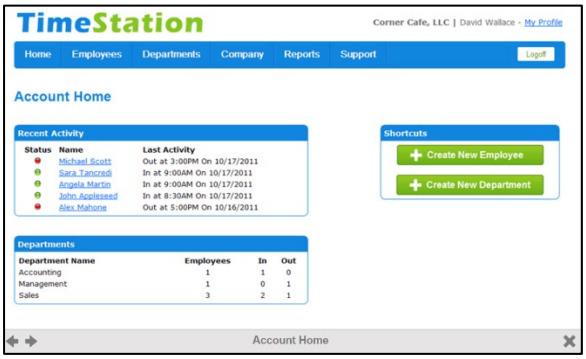

### Solocator Application

AshBritt utilizes the Solocator Application to enhance efficiency and streamline resource management across multiple debris missions. By capturing and geotagging debris piles and assets throughout daily operations, the application provides real-time updates to both our team and the client, ensuring accurate location and status tracking of our assets. The compilation of multiple geotags enables a comprehensive analysis of equipment distribution, various debris types, and their distribution across the County. This valuable data empowers us to optimize resource allocation, improve operational efficiency, and deliver timely updates to stakeholders.

*Below are Solocator images taken during debris surveys in Fort Bend County following Hurricane Beryl.*

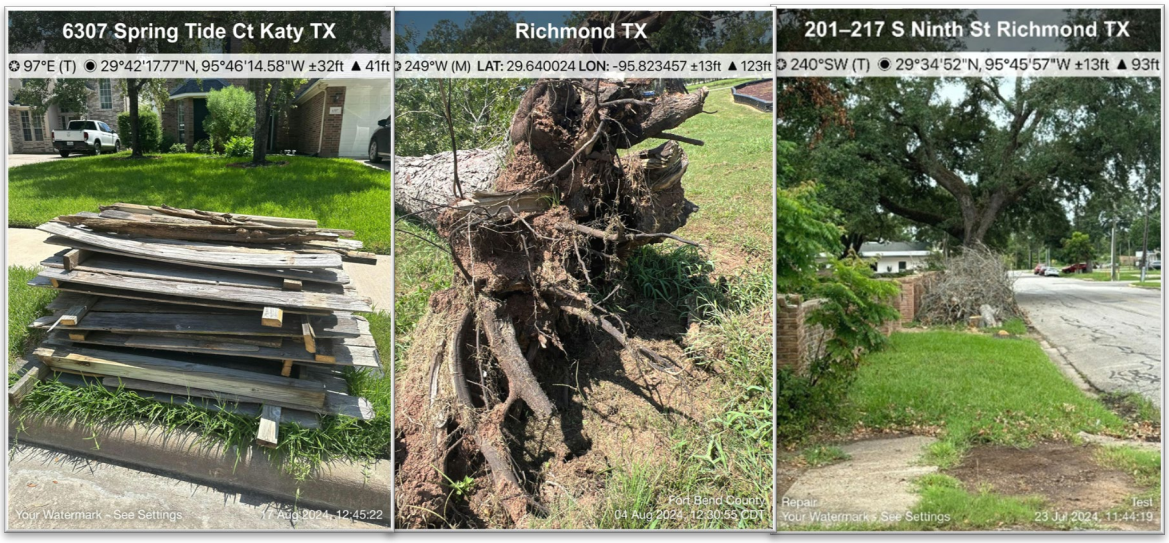


- **Audit Support**

We support our clients facing eligibility reviews and audits by adhering to the following standards:

| 1st Level of Support: Avoid Conflicts |
|---|
| ► Know the rules and comply with them.<br>► Follow federal procurement guidelines.<br>► *Document.* Get it all in writing.<br>► Be thorough - no incomplete paperwork.<br>► Track all project costs. |
| **2nd Level of Support: Audit Interfacing** |
| ► Validate project data continually throughout the recovery process.<br>► Use multi-part forms as "checks-and-balances."<br>► Scan and record all project paperwork for efficient filing and reference.<br>► Implement data swaps and cross-checking exercises.<br>► Perform pre-invoice reconciliations to ensure accurate billing and supporting backup data.<br>► Use common data formats and flow processes. |

**Our Technical Assistance Team will be available if the City requires direct assistance in these matters.** Our team can decipher requests and ensure that the appropriate documentation is presented to support the work at issue.

## Current Workload of Personnel

The workload of our Project Management Team constantly fluctuates, completely dependent on our client's needs. Currently, Project Manager Brian Thomason is supporting AshBritt's United States Army Corps of Engineers debris management mission in North Carolina; however, our staffing and deployment procedures allow flexibility should he need to be reassigned to fulfill the needs of another client.

## Current Workload and Future Commitments

Currently, AshBritt is proud to be managing 66 projects across 7 states, including two missions for the Army Corps of Engineers in response to Hurricane Helene. **Please see the graphic on the following page for more information on our current work.**

Due to the unpredictable nature of disaster events, it is impossible to provide a precise estimate of future commitments in terms of man-hours per year or percentage of total workload. Disaster response efforts can fluctuate significantly based on the frequency and severity of natural disasters and other unforeseen events. However, AshBritt strategically analyzes our existing contractual obligations before submitting new bids to ensure we have the management staff and resources needed to meet the requirements of each of our clients. Our proximity to the City of Plantation and wealth of subcontracted resources in the area means that we can fully dedicate our efforts to supporting the City's disaster recovery needs.



## Plan for Managing Multiple Florida-based Debris Management Contracts

When disaster strikes, it is most common that multiple jurisdictions are left with the daunting task of picking up the pieces, each with its own unique needs and challenges. Over three decades, AshBritt has refined our methods to simultaneously serve diverse clients within a single disaster zone. Our symphony of resource flexibility, cutting-edge technological tools, and expert manpower ensures no client gets left behind.

**Client-Focused Teams:** Following the Incident Command Structure, our staffing plan is modeled in a top-down, modular fashion that allows for both expansion and contraction depending on the size and complexity of the event to which we respond. We have a base organization structure and staffing plan for sole contract activations, and an expanding structure for regional, statewide, or multi-state activations.






**Resource Agility:** Our robust network of subcontractor resources, depots, and mobile offices allows us to dynamically allocate resources across regions. This ensures each jurisdiction will receive timely and efficient service, even when demands fluctuate throughout the recovery process.

- AshBritt maintains a robust registry of regional subcontractors who can be utilized in the event the City of Plantation issues a Notice to Proceed.

**Damage Mapping:** We can use drones to survey damage and prepare comprehensive maps of the disaster zone. Such data will inform resource allocation, allow us to prioritize critical tasks, and ensure efficient debris removal across all locations. Please find further details regarding how AshBritt can utilize drones to optimize operations under *Equipment List, Specialty Equipment, and Facilities*.

**Resource Forecasting:** AshBritt has developed a proprietary forecasting tool that will be used to pre-determine resource requirements. Planning assumptions, which consider average truck capacities, quantities of truckloads of debris over time, crew composition, and Quality Control personnel, are developed by AshBritt's management team. These assumptions are input into our tool which forecasts resources for multiple debris scenarios from a single debris-generating event. Our team uses this tool to determine the amount of personnel and equipment that must be allocated to each location to guarantee expeditious and efficient recovery.



## Multi-Jurisdictional Disaster Response Experience

We have been able to scale up our capacity to conduct simultaneous debris operations from 1-2 jurisdictional projects to over 60 concurrent projects across multiple states. AshBritt can do this by maintaining a team of experienced project managers across the nation that can be activated at a moment's notice. The table below demonstrates our experience in successfully expanding our management teams to accomplish concurrent debris management activations within and across states.

| Year | Disaster | EM/DR/FM # | State | Jurisdictions Worked | Debris Removed |
|---|---|---|---|---|---|
| 2024 | Hurricane Milton | 4834 | FL | 13 | 6,500,000+ CY (ongoing, concurrent disaster operations) |
| 2024 | Hurricane Helene | 4828 | FL | 6 | |
| | | 4830 | GA | 9 | |
| | | 4829 | SC | 6 | |
| | | 4827 | NC | 5 | |
| 2024 | Hurricane Debby | 4806 | FL | 2 | 24,310 CY |
| 2024 | Hurricane Beryl | 4798 | TX | 6 | 3,643,320+ CY |
| 2024 | Nationwide Severe Storms and Tornadoes | N/A | GA | 1 | 13,200 CY |
| | | 4794 | FL | 1 | 353,812 CY |
| | | 4782 | KY | 2 | 127,293 CY |
| | | 4800 | KS | 1 | 13,000 CY |
| | | 4781 | TX | 4 | 1,162,402 CY |
| 2023 | Hurricane Idalia | 4738 | GA | 3 | 1,185,289 CY |
| | | 4734 | FL | 3 | 118,130 CY |
| 2023 | Straight-Line Windstorm | 4747 | KS | 2 | 67,000 CY |
| 2022 | Kentucky Flooding | 4663 | KY | 8 | 663,000 Tons |
| 2022 | Hurricane Ian | 4673 | FL | 15 | 9,500,000 CY |
| 2021 | Tropical Storm Isais | 4580 | CT | 2 | 16,050 CY |
| 2021 | Wildfires | 4562 | OR | 2 | 328,145 Tons |
| 2021 | Hurricane Ida | 4614 | NJ | 3 | 54,676 CY |
| 2020 | Hurricane Laura | 4559 | TX | 3 | 732,064 CY |
| 2019 | Hurricane Dorian | 4468 | SC | 2 | 619,000 CY |
| 2018 | Hurricane Michael | 4399 | FL | 14 | 12,523,753 CY |
| | | | GA | 2 | 31,286 CY |
| 2017 | Hurricane Harvey | 4332 | TX | 14 | 1,785,363 CY |
| 2017 | Hurricane Irma | 4337 | FL | 61 | 10,430,086 CY |
| | | 4346 | SC | 1 | 41,282 CY |
| | | 4338 | GA | 2 | 13,731 CY |
| 2017 | Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fires | 4344 | CA | 4 | 770,000 Tons |
| 2016 | Winter Storm Jonas | 4261 | MD | 6 | Emergency Snow Clearance |
| | | 4262 | VA | 3 | Emergency Snow Clearance |
| 2016 | Hurricane Matthew | 4283 | FL | 15 | 3,497,175 CY |
| | | 4284 | GA | 2 | 1,633,573 CY |
| | | 4286 | SC | 6 | 617,568 CY |

| Year | Disaster | EM/DR/FM # | State | Jurisdictions Worked | Debris Removed |
|---|---|---|---|---|---|
| 2015 | Valley Fire | 4240 | CA | 2 | 193,216 CY |
| 2014 | Winter Storm Pax | 4165 | GA | 3 | 645,869 CY |
| | | 4166 | SC | 6 | 418,484 CY |
| 2013 | Winter Storm Nemo | 4106 | CT | 3 | Emergency Snow Clearance |
| 2012 | Severe Storm and Snowstorm | 4051 | MA | 21 | 1,777,274 CY |
| 2012 | Hurricane Sandy | 4086 | NJ | 58 | 4,400,573 CY |
| | | 4087 | CT | 9 | 40,078 CY |
| | | 4092 | VA | 2 | Emergency Road Clearance |
| 2011 | Tornado | 1994 | MA | 3 | 373,881 CY |
| 2011 | Hurricane Irene | 4023 | CT | 4 | 4,647 CY |
| | | 4024 | VA | 2 | 62,791 CY |
| | | 4028 | MA | State Contract | Emergency Road Clearance/Repair |
| 2011 | Severe Storms | 4046 | CT | 17 | 1,492,787 CY |
| 2010 | Snow and Ice Storm | 1910 | MD | 5 | Emergency Snow Clearance |
| 2008 | Hurricane Ike | 1791 | TX | 16 | 1,878,800 CY |
| 2008 | Tropical Storm Fay | 1785 | FL | 2 | 75,877 CY |
| 2005 | Hurricane Katrina (USACE) | 1602 | FL | 11 | 393,776 CY |
| | | 1603 | LA | 14 | 21,500,000 CY |
| | | 1604 | MS | 16 | |
| 2005 | Hurricane Wilma | 1609 | FL | 19 | 4,928,645 CY |
| 2004 | Hurricane Charley | 1539 | FL | 3 | 3,274,186 CY |
| 2004 | Hurricane Frances | 1545 | FL | 5 | 1,623,961 CY |
| 2003 | Ice Storm | 1451 | SC | 2 | 108,000 CY |
| 2003 | Hurricane Isabel | 1490 | NC | 2 | 53,000 CY |
| 2002 | Ice Storm | 1401 | OK | 4 | 465,000 CY |
| 2002 | EF5 Tornado | 1409 | MD | 2 | 131,000 CY |
| 2002 | Hurricane Lili | 1437 | LA | 3 | 448,000 CY |
| 2002 | Ice Storm | 1448 | NC | 4 | 100,000 CY |
| 1999 | EF5 Tornado | 1272 | OK | 2 | 444,000 CY |
| 1999 | Hurricane Floyd | 1292 | NC | 3 | 37,000 CY |
| 1999 | Hurricane Irene | 1306 | FL | 4 | 205,000 CY |
| 1992 | Hurricane Andrew | 955 | FL | 3 | 265,000 CY |

- **Capacity for Meeting the City's Operational Requirements**

AshBritt, Inc. understands the critical nature of timely and effective responses in the face of any challenge. We want to assure the City that, regardless of existing contractual commitments, we possess the resources and capabilities necessary to complete any project you entrust to us.

Our commitment to the City of Plantation is unwavering. We boast a proven track record of successful disaster response operations across the country, consistently exceeding expectations and delivering exceptional results. This dedication extends beyond our internal capacities. We leverage a vast network of pre-qualified and extensively vetted subcontractors, ensuring access to a diverse pool of specialized equipment, manpower, and logistical expertise. This extensive network allows us to seamlessly scale our operations up or down to meet the specific needs of each situation. Whether it's a smaller debris removal project or a large-scale disaster response, we have the flexibility and agility to mobilize quickly and efficiently.

Rest assured; **the City of Plantation will be a top priority for AshBritt.** We are confident in our ability to deliver exceptional service, regardless of existing commitments, thanks to our extensive resources, subcontractor network, and unwavering commitment to your community.

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## Subcontractor Plan

In our industry, large-scale response operations require substantial amounts of equipment and personnel, and subcontractor resources play a crucial role in filling that requirement. AshBritt has worked with thousands of subcontractors and individuals over our history. We maintain databases of past subcontractors and employees, and we always encourage new firms and qualified individuals to register and submit resumes through our website (www.AshBritt.com).

We also maintain: 1) a core group of standby subcontractors who are exclusively available for deploying to AshBritt projects, and 2) long-term relationships with midwestern and nationwide subcontractors, equipment rental companies, logistics/freight forwarding firms, recycling/disposal companies, etc. who have registered with us for potential work.



### Local Subcontracting to Rebuild Communities

We are committed to giving local firms and individuals the first work opportunity when it is available. We have accumulated a robust pool of qualified staff reservists across the country by following this practice. All available local resources are beneficial to the rapid, efficient, and successful completion of any recovery project.

**AshBritt was once a small business, and we understand the importance of using local workers and businesses to rebuild a community in its time of need.** Our venture into disaster assistance following Hurricane Andrew in 1992 led AshBritt to become what it is today. Included below are articles demonstrating AshBritt's commitment to supporting local communities by partnering with small businesses.

### Small and Disadvantaged Business Partnerships

We have an established Small/Disadvantaged (S/D) Business program that is administered by our in-house S/D Business Officer. Through this program, we will ensure that Small Business Enterprises (SBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Labor Surplus Area firms are utilized to the fullest extent possible, according to 2 C.F.R. § 200.321. We follow guidance established in the Office of Management and Budget's Super Circular, *The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Throughout our history, AshBritt has had great success in employing small and disadvantaged businesses for debris management contracts, often exceeding 50-60% local participation. One of our proudest examples is our 2017/18 California fire debris recovery project. AshBritt's contractually obligated goal for hiring small businesses was 75%. We surpassed that goal and achieved 97.2 percent utilization. Similarly, AshBritt's small business subcontracting goal for recovery work in New Jersey following Hurricane Sandy was set at 40%. We achieved 65%.




AshBritt at the SBE Business Expo (Houston, TX – 2023)

To ensure that we maximize our small and/or disadvantaged business usage for this contract and meet the M/WBE procurement goals under **Florida Statutes 287.09451**, AshBritt will utilize Broward County's Small Business Certified Firms Directory to reach out to local businesses for contracted work. Another way we will reach DBEs is by working with the City during our annual training/coordination meetings to further identify, screen, and engage local partners for future work. Contractors recommended by the City will be given first consideration; however, we will also pre-emptively reach out to potential subcontractors

via workshops and other initiatives to supplement our standby workforce. AshBritt will utilize innovative means to ensure that we maintain ample local resources for potential activation. As an example of this, we previously created a workforce re-entry program in partnership with the Kentucky State Department of Corrections offices for justice-involved individuals and hired them to assist with debris removal projects.

## • Broward County Supporting Subcontractors

The list on the following page identifies our pre-registered Broward County subcontractors. This list is not exhaustive of our regional capabilities; additional or substitute subcontractor resources would likely be used if the event warranted participation. Fewer subcontractors would be used for a lesser event. Preference is offered to "qualified" local subcontractors, including local SDB/SDVB/M/W/DBE, who have the appropriate equipment and experience and meet the applicable project criteria.

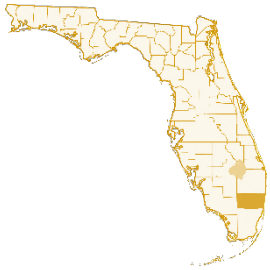

SB – Small Business
SDB – Small Disadvantaged Business
WOSB – Women-Owned Small Business
VOSB – Veteran-Owned Small Business
SDVOSB – Small Disadvantaged Veteran Owned Small Business

| BROWARD COUNTY SUBCONTRACTORS | | | | | | |
|---|---|---|---|---|---|---|
| **Company** | **City** | **SB** | **SDB** | **WOB** | **VOB** | **SDVOB** |
| ACAI ASSOCIATES, INC. | FORT LAUDERDALE | | | | | |
| ADVANCED BUREAU OF PROTECTION, INC | CORAL SPRINGS | ● | | | | |
| ADVANCED ELECTRICAL SOLUTIONS, INC. | DANIA BEACH | ● | | | | |
| AIRQUEST ENVIRONMENTAL, INC. | FORT LAUDERDALE | ● | ● | ● | | |
| ALAN BURRIS INC | HOLLYWOOD | ● | | | | |
| ALL ACROSS AMERICA INC | FORT LAUDERDALE | ● | | | | |
| ALL FLORIDA TREE & LANDSCAPE, INC. | CORAL SPRINGS | ● | | | | |
| ALL TRADES CONTRACTING, INC. | DAVIE | ● | | | | |
| ALLENMICHE DEVELOPMENT & CO, INC. | HOLLYWOOD | ● | ● | | | |
| AMERICAN PORTABLE AIR CONDITIONING, INC. | PEMBROKE PINES | ● | | | | |
| AREA'S BEST LANDSCAPE DESIGN & IRRIGATION | POMPANO BEACH | ● | | | | |
| ATKINS TRUCKING AND PAVING INC | FORT LAUDERDALE | ● | | | | |
| BANNER DISASTER RESTORATION LLC | FORT LAUDERDALE | | | | ● | |
| BEARWITME TRANSPORTATION, LLC | PEMBROKE PINES | ● | | ● | | |
| BLACK DIAMOND EMERGENCY SERVICES | DAVIE | | | | ● | |
| BLUE SKY DESIGN | FORT LAUDERDALE | | | | | |
| BONNIE TREE & DEBRIS REMOVAL | FORT LAUDERDALE | ● | | ● | | |
| BREEN PROPERTY MAINTENANCE INC | FORT LAUDERDALE | ● | | | | |
| BULLBAG CORPORATION | POMPANO BEACH | ● | | | | |
| C & S PROPERTY SERVICES | DAVIE | ● | | | | |
| CC AMERICAN ENTERPRISES LLC DBA/ US UTILITY POTHOLING & AIR EXCAVATION | OAKLAND PARK | ● | | | | |

| BROWARD COUNTY SUBCONTRACTORS | | | | | | |
|---|---|---|---|---|---|---|
| Company | City | SB | SDB | WOB | VOB | SDVOB |
| CLEAN HARBORS ENVIRONMENTAL SERVICES | POMPANO BEACH | | | | | |
| COCONUTS FOR COLLEGE, LLC | FORT LAUDERDALE | ● | | | ● | |
| COVIN ELECTRICAL SERVICES LLC | PEMBROKE PINES | ● | ● | ● | | |
| CUTTING EDGE INDUSTRIES | POMPANO BEACH | ● | | | | |
| D. STEPHENSON CONSTRUCTION, INC. | FORT LAUDERDALE | ● | | | | |
| D.SACCO LLC. | SUNRISE | ● | ● | | | |
| D2 MACHINING SOLUTIONS, INC. | FORT LAUDERDALE | ● | | | | |
| DANIEL FERREIRA | DAVIE | ● | | | | |
| DAN'S JUNK REMOVAL AND HAULING | COOPER CITY | ● | | | | |
| DAVID DONZELLA | DAVIE | | | | | |
| DAVID MANCINI & SONS INC. | POMPANO BEACH | ● | | | | |
| DECON ENVIRONMENTAL & ENGINEERING, INC. | FORT LAUDERDALE | ● | | | | |
| DENNIS BOBCAT SERVICES, CORP | PLANTATION | | ● | | | |
| EASTERN WASTE SYSTEMS, INC. | POMPANO BEACH | | | | | |
| ELIO LANDSCAPING INC | SOUTHWEST RANCHES | ● | | | | |
| E-Z GENERAL & ROOFING CONTRACTORS | OAKLAND PARK | | ● | | | |
| FG CONSTRUCTION | FORT LAUDERDALE | | | | | |
| FLOMED STAFFING INC | POMPANO BEACH | ● | | ● | | |
| FLORIDA DEPARTMENT OF HEALTH BROWARD | FORT LAUDERDALE | | | | | |
| FLORIDA PUMP & METER | FORT LAUDERDALE | ● | | | | |
| FLORIDA TREND HOMES, INC | DAVIE | ● | | | | |
| FOUR R EQUIPMENT | HOLLYWOOD | ● | | | | |
| FRANKLIN RAY GROUP LLC | MIRAMAR | ● | ● | | | |
| GBL INC | WEST PARK | ● | | | | |
| GEORGE J CASTLE GENERAL CONTRACTING, INC | POMPANO BEACH | ● | | | | |
| G-FORCE CONSTRUCTION CONSULTANTS LLC | HOLLYWOOD | ● | ● | | | |
| GIANNETTI CONTRACTING CORP. | POMPANO BEACH | | | | | |
| GLOBAL PRESERVATION SOLUTIONS LLC | HOLLYWOOD | ● | | | | |
| GREEN EFFECT INC | POMPANO BEACH | ● | | | | |
| GREENSOURCE LANDSCAPE & SPORTS TURF, INC | DAVIE | ● | | | | |
| HOME OWNERS SERVICES | PEMBROKE PINES | ● | | ● | | |
| HYPOWER, LLC | FORT LAUDERDALE | | | | | |
| I.S.T.N., INC. | FORT LAUDERDALE | | | | | |
| INFINITI CUSTOM HOMES AND CONSTRUCTION | LAUDERHILL | ● | | | | |
| INNOVATIVE ENVIRONMENTAL SERVICE | DEERFIELD BEACH | | | ● | | |

| BROWARD COUNTY SUBCONTRACTORS | | | | | | |
|---|---|---|---|---|---|---|
| **Company** | **City** | **SB** | **SDB** | **WOB** | **VOB** | **SDVOB** |
| INTEGRATED TURF CARE, LLC | CORAL SPRINGS | ● | | | | |
| ISLAND RECOVERY SERVICES INC | LAUDERDALE LAKES | | ● | | | |
| JAM ENVIRONMENTAL & VACUUM SERVICES, LLC | DAVIE | | | | | |
| JAMOA ENTERPRISE LLC | FORT LAUDERDALE | | | | | ● |
| KMJ LAWN MAINTENANCE | POMPANO BEACH | ● | | | | |
| KRYPTO-BLAST, INC | PLANTATION | ● | | | | |
| LAMAR ENTERPRISES SERVICES, INC | FORT LAUDERDALE | ● | | | | |
| LANDMARK LANDSCAPE & PROPERTY MAINTENANCE | HOLLYWOOD | ● | | | | |
| LANDWORKS DEPOT | SOUTHWEST RANCHES | ● | | | | |
| LBJ VENTURES INC | PEMBROKE PINES | | | ● | | |
| LET'S MOVE IT LLC | POMPANO BEACH | ● | | ● | | |
| LRB ASSOCIATES LLC | COCONUT CREEK | ● | | | | |
| M&O BOBCAT LLC | FORT LAUDERDALE | ● | | | | |
| MAMMOTH RECYCLING | POMPANO BEACH | ● | | | | |
| MARIO'S BOBCAT INC | FORT LAUDERDALE | ● | | | | |
| MAX OIL INC. | DANIA | | | | | |
| MAYNARD ENTERPRISES, INC. | FORT LAUDERDALE | ● | ● | ● | | |
| MCCALL AIRCRAFT CONSULTING, LLC | SOUTHWEST RANCHES | ● | | | ● | |
| MCCLANAHAN MARINE CONSTRUCTION | FORT LAUDERDALE | ● | | | | |
| MIGUEL LOPEZ JR INC | PEMBROKE PINES | | ● | | | |
| MILLER & MYERS GROUP LLC | COOPER CITY | ● | | | | |
| MILLMAC CORPORATION | CORAL SPRINGS | ● | | | | |
| MJ NETWORK SOLUTIONS LLC | PLANTATION | | | | | |
| MODERN SCAPES OF SOUTH FLORIDA | DAVIE | ● | | | | |
| MOVEHUB | POMPANO BEACH | ● | | | | |
| MST DUMPSTERS | FORT LAUDERDALE | ● | | ● | | |
| MTC GENERAL CONTRACTORS LLC | HOLLYWOOD | | ● | | | |
| NATIONAL CORE SERVICES DBA: GROUNDS GROUP | DAVIE | ● | | | | |
| NEIGHBORHOOD TREE SERVICE INC | COCONUT CREEK | ● | | ● | | |
| NTTI SERVICES | CORAL SPRINGS | ● | | | | |
| OLD SOUTHERN HANDYMEN | DAVIE | | | | | |
| ORION & ASSOCIATES TRUCKING SOLUTIONS LLC | HOLLYWOOD | ● | ● | ● | | |
| PATRIOT AGGREGATE A DIVISION OF PATRIOT MEDICAL SOLUTIONS, LLC | CORAL SPRINGS | | | | | ● |
| PAYLESS RESPONSE TEAM, LLC | FORT LAUDERDALE | ● | | | | |
| PRO ORGANIZATIONAL SOLUTIONS | POMPANO BEACH | ● | ● | ● | | |

| BROWARD COUNTY SUBCONTRACTORS | | | | | | |
|---|---|---|---|---|---|---|
| **Company** | **City** | **SB** | **SDB** | **WOB** | **VOB** | **SDVOB** |
| RAPID TRANSPORT AND RECOVERY CORP | CORAL SPRINGS | ● | | | | |
| READY2GODUMPSTERS.COM | HOLLYWOOD | ● | | | | |
| RGP HOLDINGS INC. DBA WOLFER LANDSCAPE SERVICES INC. | DANIA BEACH | ● | | | | |
| RICHARD A HAMANN DEMOLITION & BOBCAT SERVICES INC | FORT LAUDERDALE | ● | | | | |
| RIC-MAN INTERNATIONAL | POMPANO BEACH | ● | | | | |
| RM TRUCKING SERVICE INC | LAUDERDALE LAKES | ● | ● | | | |
| RTD CONSTRUCTION AND SERVICES | POMPANO BEACH | | ● | ● | ● | ● |
| SAFETY MATTERS | DEERFIELD BEACH | | | ● | | |
| SALIENT DEVELOPMENT CORP | FORT LAUDERDALE | | | | | |
| SCOOP N GRIP CORP | HOLLYWOOD | ● | | | | |
| SEGINUS SOLUTIONS, LLC | POMPANO BEACH | | | | | |
| SHAGIO TRUCKING LLC | HOLLYWOOD | ● | | | | |
| SILVER LINING CATERING | POMPANO BEACH | ● | | | | |
| SILVER LINING INFLIGHT CATERING INC | POMPANO BEACH | ● | | | | |
| SOD MASTERS AND SERVICES, LLC | DAVIE | ● | | | | |
| SOUTH FLORIDA FIELD SERVICES LLC | HOLLYWOOD | | ● | ● | | |
| SOUTHERN ARBOR SERVICES INC. | PARKLAND | ● | | ● | | |
| STALNAKER CONTRACTING, INC | DAVIE | ● | | | | |
| SUPERIOR RECYCLING & WASTE MANAGEMENT INC | HOLLYWOOD | ● | | ● | | |
| SWS ENVIRONMENTAL SERVICES | FORT LAUDERDALE | | | | | |
| T&C LANDSCAPES | POMPANO BEACH | ● | | | | |
| TATE TRANSPORT CORPORATION | FORT LAUDERDALE | ● | | | | |
| TAURUS TRANSPORTATION FL LLC | FORT LAUDERDALE | | | | | |
| TED CONNER LANDSCAPING, INC. | POMPANO BEACH | ● | | | | |
| THE BOMBACK GROUP | DAVIE | | | | | |
| THE NURSE PRACTITIONER GROUP, LLC | PLANTATION | ● | | ● | | |
| TOTAL CONSTRUCTION OF FLORIDA, INC. | DAVIE | ● | | | | |
| TRASHOUTS LLC. O/O SOUTH FLORIDA FIELD SERVICES, LLC. | DAVIE | | | | | |
| TROPICAL TOUCH GARDENS CENTER, INC | SOUTHWEST RANCHES | | | | | |
| TROPICAL TREE CARE | FORT LAUDERDALE | ● | | | | |
| ULTIMATE MOLD REMEDIATION INC | BONAVENTURE | ● | ● | | | |
| US ENGINEERING CONTRACTORS CORP | POMPANO BEACH | | | | | |
| USA HOME IMPROVEMENT | HALLANDALE BEACH | ● | | | | |
| VISION & MISSION CONSULTANTS, LLC | HOLLYWOOD | | | ● | | |
| WASTETECH | HOLLYWOOD | | | ● | | |

| BROWARD COUNTY SUBCONTRACTORS | | | | | | |
|---|---|---|---|---|---|---|
| **Company** | **City** | **SB** | **SDB** | **WOB** | **VOB** | **SDVOB** |
| WOLFER LANDSCAPE SERVICES | DAVIE | ● | | | | |
| WSD CONTRACTING, INC. | POMPANO BEACH | ● | ● | | | |
| XPRESSGUARDS | HOLLYWOOD | ● | | | | ● |
| XTREME LAND DEVELOPMENT | FORT LAUDERDALE | ● | | ● | | |
| YARBOR PROPERTY MAINTENANCE LLC | CORAL SPRINGS | ● | | | | |
| YELLOWGOTJUNK | POMPANO BEACH | ● | | | | |
| ZONE PROTECTION, LLC | POMPANO BEACH | ● | | | | |

## • Nationwide Partners



During the critical first stages of disaster recovery, local subcontractors who are themselves affected by the event may be hampered in their ability to respond immediately. This is where larger, geographically independent firms excel. Their readily available resources and prior experience enable them to spearhead initial mobilization efforts while simultaneously supporting local businesses as operations scale up.

Our established network of trusted offsite subcontractors possesses extensive expertise in FEMA documentation, reimbursement procedures, and disaster project management. These partnerships ensure a swift and efficient debris removal response, ultimately helping communities recover faster. The table on the following page identifies some of our most trusted, long-term partners that could be called upon to supplement work in the City of Plantation.

| NATIONWIDE PARTNERS | | |
|---|---|---|
| **Subcontractor** | **Years of Partnership** | **Project Function** |
| County Waste, Inc. | 25+ | ROW debris collection, DMS management and reduction, and haul-out services. |
| Dorado Services Inc. | 25+ | ROW debris collection, DMS management and reduction, and haul-out services. |
| Paul Bunyan, Inc. | 25+ | ROW debris collection and DMS management and reduction. |
| Kansas City Tree Services | 15+ | ROW debris collection, PPDR, DMS management and reduction, and haul-out services. |
| Tri-Rivers Logging | 25+ | ROW debris collection, DMS, and hazardous tree removal. |
| Wolff Contracting, Inc. | 10+ | ROW debris collection, PPDR, DMS management and reduction, and haul-out services. |
| K&E Excavating, Inc. | 5+ | Emergency clearance, snow removal, ROW debris collection, DMS, and hazardous tree removal. |

## Resources Available to Meet the City's Needs

AshBritt runs a fully functional, efficient, and self-sustaining operation during all activations. Our small business and subcontracting plans are designed to provide the maximum amount of resources necessary to effectively carry out debris management tasks. We maintain our vehicles and equipment and provide our accommodations, including lodging, food, and sanitation. We will provide these services for our workforce per all state and local regulations. Further, our financial resources ensure that we have the necessary capital to establish and maintain operations under any circumstance.

### Personnel

With our extensive financial backing, working capital, and organizational framework, we are always prepared to provide swift and comprehensive services to our clients. We can supply all the resources and specialized assets required for a single or multi-jurisdictional recovery mission. Our success in executing the past missions documented in this proposal shows our ability to mobilize and provide specialized services to clients experiencing simultaneous events. We have amassed an extensive nationwide network of reputable suppliers, vendors, and subcontractors who are readily available to respond to our missions. Many of these partners are exclusive teaming firms and consultants whom we share longstanding professional relationships with. We employ a strategic approach to staffing, including pre-disaster planning, real-time workforce assessment, and rapid mobilization capabilities. This allows us to efficiently allocate resources and ensure adequate personnel are on the ground when and where they are needed most. Our commitment to employee training and development further enhances our ability to deliver exceptional results in high-stress environments.

**We organized and managed 1,500+ deployed personnel at the peak of our Hurricane Katrina USACE Mississippi mission.**

### Equipment

One of AshBritt's greatest assets is the full allotment of equipment that we can make available to our clients. We know that the type and amount of equipment needed to accomplish this contract's Scope of Work could vary greatly depending on the amount, type, and location of identified debris. However, AshBritt has ample experience providing clients with the **right amount of equipment to get the job done** under any scenario thanks to our teaming partners and pre-registered subcontractors' large inventories of heavy and specialized equipment, and our management team's expertise in operational forecasting and equipment allocation.

**We employed over 12,400 pieces of equipment throughout the duration of our Hurricane Katrina USACE mission.**

We have the equipment to be used for disasters strategically placed nationwide, including the states of Florida, Kansas, Ohio, Massachusetts, California, and Missouri. Ashbritt also maintains strategic partnerships with several national rental groups, such as Sunbelt and United Rentals. Our supplier account with Sunbelt rentals alone gives us access to over 14,000 different types of equipment at 950+ locations. The table on the following pages contains a sample list of equipment that can be immediately employed by AshBritt. This list is not exhaustive of our full equipment capabilities.

| Image/Example | Equipment Description/Make |
|---|---|
|  | Truck, Pickup, ½ & ¾ Ton |
|  | Truck, Dump, 6-8 $yd^3$ capacities |
|  | Truck, Dump, 16-20 $yd^3$ capacities |

| Image/Example | Equipment Description/Make |
|---|---|
|  | Tractor/Trailer, Dump, 35-100 $yd^3$ capacities, with Operator. Hydraulic dump trailer or "walking floor" trailer |
|  | Knuckle boom, 10-ton lifting capacity, with Operator. Trailer mounted and towed by a tractor |
|  | 50 CY + Self-loading Grapple Truck (Freightliner/Kenworth/Mack/Peterbilt) |
|  | 50+ Grapple Truck Trailer |
|  | Loader, Front end, 3-5 $yd^3$ capacities (CAT/Volvo/Komatsu) |
|  | Attachment, Loader Rake, mounts in place of the bucket on 4-wheel drive or crawler loaders. |
|  | Loader, Mini, Width of the vehicle not to exceed 2 meters, for use in the restricted maneuver area |
|  | Chipper Truck, 30$yd^3$ bodies |
|  | Woodchipper, mobile unit towed by chipper truck |
|  | Chainsaw, Gas engine, not less than 20" and 14" bars |
|  | Excavator, Hydraulic, 1-5 $yd^3$ bucket, 128 - 286 Net Hp, fitted w/ a grapple |
|  | Attachment, Grapple, hydraulically operated clam-type bucket with 360-degree rotation, for use in demolition |
|  | Loader, tracked, 3-5 $yd^3$ or 3-5 $yd^3$ blade capacity |
|  | Grader, Motor, 12-foot blade, 130-140 net Hp |
|  | Water Truck, 5,000 gallons used for dust control |
|  | Dozer, tracked, 2-3 $yd^3$ Blade capacity |
|  | Dozer tracked, 22'6" Blade length, 405 Net Hp |
|  | Rake, Clearing, and Stacking, Dozer mounted; lighter-weight construction |
|  | Burner, Air Curtain, fully self-contained system |
|  | Burner, Air Curtain, mobile unit, six cylinders Diesel engine, minimum 89 HP (66 kW) |
|  | Grinder, Tub, with 700-1000 Hp engine, 12 ft diameter tub |
|  | Debris Removal/Oil Skimmer boats |
|  | Morooka Crawler Carriers (i.e. Forwarders), 1000-1500 VDLG |
|  | Mobile Dredge, 8" Hydraulic Ladder Cutter-head Self-Moving, 3000 GPM, 160 CY/hour solid rate discharge |
|  | Mobile Dredge, 8" Hydraulic Articulating Arm Cutter-head, Cuts depths to 15 ft. 2500 GPM, 130 CY/hour |
|  | 20 Ft. Open Fisherman |
|  | 35' Tugboat |
|  | Landing Craft (22', 28' & 34') |
|  | Fencing |

| Image/Example | Equipment Description/Make |
|---|---|
|  | Mobile Fleet Repair Vehicles |
|  | Safety Cade Type II Barricades with Flashing Lights |
|  | DOT Black Base 36" traffic cones with two (2) reflective bands |

- **Financial Capability**

Access to immediate operational funds and longer-term credit is one of the most vital factors in ensuring the swift initiation and continued progress of response and recovery efforts. Following any large-scale, widespread disaster event, the City's resources, infrastructure, and processes may become overwhelmed. Reliable financial support and sound management are vital to a successful mission. As the nation's leading provider of disaster debris management services, AshBritt has substantial financial resources, capabilities, and experience. Our historical record and supporting financial documentation demonstrate these strengths. Importantly, we have the capital strength to accommodate increased cash flow demands throughout any disaster recovery mission and the capacity to assume extensive expenditures for prolonged periods (historically exceeding 150 days) before receiving any funds for our services.

**Bonding: Single Job - $1 Billion / Aggregate - $2 Billion**
**Working Capital: Over $100 Million**
**Underwrote $100 Million for USACE Katrina Mission**

AshBritt has a strong, steady record of paying all vendors and subcontractors following executed contracts. Moreover, we work with small businesses to accommodate shorter payment terms, as needed, to ensure that all companies, large and small, can actively participate in our recovery efforts and projects. With our capital reserves and our significant line of credit, as well as the ability to draw on resources from some of our long-standing business partners, we can simultaneously maintain and finance multiple large, extended projects. Examples of AshBritt's ability to initiate and maintain a strong workforce and financial stability include:

| Year | Disaster(s) | Funds |
|---|---|---|
| 2022 | Hurricane Ian and Kentucky Flooding<br>Size of Workforce Managed: Over 1,000 pieces of heavy equipment | $649,509,554 |
| 2018 | Hurricane Michael<br>Size of Workforce Managed: Over 800 pieces of heavy equipment | $274,468,728 |
| 2017 | USACE Northern California Wildfires<br>Size of Workforce Managed: Over 2,000 pieces of heavy equipment | $307,166,947 |
| 2017 | Hurricane Irma<br>Size of Workforce Managed: Over 1,500 pieces of heavy equipment | $181,024,248 |
| 2016 | Hurricane Matthew<br>Size of Workforce Managed: Over 500 pieces of heavy equipment | $88,610,796 |
| 2012 | Hurricane Sandy<br>Size of Workforce Managed: Over 1,800 pieces of heavy equipment | $228,621,575 |
| 2005 | Hurricane Katrina<br>Size of Workforce Managed: Over 12,400 pieces of heavy equipment | $733,700,702 |

## Insurance Certificate and Bank and Bond Letters

**** Please see the following pages for AshBritt's Insurance and Bond Documents ****

Client#: 1095194 ASHBRINC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2024

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

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

| PRODUCER | CONTACT NAME: Michele N Poysell |
|---|---|
| USI Insurance Services, LLC<br>6001 Broken Sound Parkway Suite 320<br>Boca Raton, FL 33487 | PHONE (A/C, No, Ext): - FAX (A/C, No):<br>E-MAIL ADDRESS: Michele.Poysell@usi.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| AshBritt, Inc<br>565 East Hillsboro Blvd<br>Deerfield Beach, FL 33441 | INSURER A : Colony Insurance Company | 39993 |
| | INSURER B : Westchester Surplus Lines Insurance Co. | 10172 |
| | INSURER C : QBE Insurance Corporation | 39217 |
| | INSURER D : Everest National Insurance Company | 10120 |
| | INSURER E : Federal Insurance Company | 20281 |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | PACE4287406 | 06/06/2024 | 06/06/2025 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | X $10,000 BI/PD DED | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | $ |
| D | AUTOMOBILE LIABILITY | X | X | CF3CA00336241 | 06/06/2024 | 06/06/2025 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | X | X | EXC4287407 | 06/06/2024 | 06/06/2025 | EACH OCCURRENCE | $5,000,000 |
| B | X EXCESS LIAB CLAIMS-MADE | X | X | G47471643001 | 06/06/2024 | 06/06/2025 | AGGREGATE | $5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | X | 202000242 | 06/06/2024 | 06/06/2025 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A | N / A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | Professional Liab | X | | PACE4287406 | 06/06/2024 | 06/06/2025 | $1,000,000 | |
| A | Pollution Liab | | | PACE4287406 | 06/06/2024 | 06/06/2025 | $1,000,000 | |
| E | Inland Marine | | | 6639855 | 05/22/2024 | 05/22/2025 | See below | |

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

General Liability, Professional Liability include additional insured, primary & non-contributory and waiver of subrogation. Auto includes additional insured and waiver of subrogation. Workers compensation includes waiver of subrogation. Inland Marine equipment coverage - leased/rented equipment $500,000.
10 day notice of cancellation for non-payment; 30 days for all other

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Ave
Plantation, Florida 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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BANK OF AMERICA

Kimberly Bryson
Senior Vice President
Senior Relationship Manager

Business Banking
FL6-812-09-1 | 401 E. Las Olas Blvd., 18th Floor
Fort Lauderdale, FL 33301
T 954.765.2014 F 704.208.2955 M 954.599.1197
kimberly.bryson@bofa.com

December 4, 2024

To: City of Plantation
400 NW 73rd Ave
Plantation, Florida 33317

Re: AshBritt Inc
565 E Hillsboro Blvd
Deerfield Beach FL 33441-3543

I, Kimberly Bryson, a Senior Vice President of Bank of America, N.A. ("Bank of America"), confirm that AshBritt Inc. maintains balances with Bank of America in the eight figures. AshBritt Inc. has a Low to Mid Eight Figure Line of Credit Facility with Bank of America that has been handled as agreed. Ashbritt Inc. has been a very valued client of Bank of America since January 1999. Ashbritt Inc. has always handled their accounts and credit facilities as agreed.

This information is being delivered to you at the request of AshBritt Inc. Please note that the information set forth in this letter is subject to change without notice and is provided in strictest confidence to you for this limited purpose and your use only, without any responsibility, guarantee, commitment, or liability on the part of Bank of America, its affiliates or any of its or its affiliates' directors, officers, or employees. Bank of America cannot provide any credit ratings or opinions of the creditworthiness of AshBritt Inc, and the above information does not constitute an opinion of Bank of America of the ability of AshBritt Inc. to successfully perform any obligations under any agreement it may enter into with you, Bank of America, or any other entity. Finally, Bank of America undertakes no responsibility to update the information set forth in this letter.

If you have any additional questions, please do not hesitate to contact me.

Regards,

Kimberly Bryson

Senior Vice President
Senior Client Manager
Commercial Banking
Bank of America, N.A.
401 E. Las Olas Blvd., 18th Floor
Fort Lauderdale, FL 33301
kimberly.bryson@bofa.com
Ph. 954-765-2144
Fax. 866-596-6847

***If anyone needs to confirm the validity of this document they may contact Kimberly Bryson, SVP via email or phone****

Liberty Mutual Surety

Marc Davis
Field Product Line UW Specialist

Marcus.Davis@LibertyMutual.com
Phone # 601-503-1172
Cell # 601-812-9885

December 4, 2024

City of Plantation
400 NW 73rd Avenue
Plantation, FL, 33317

RE: AshBritt, Inc.

Dear Sir/Madam:

It is a privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. for the past 15 plus years. We are pleased to share with you our favorable experience and high regard for AshBritt Inc. AshBritt, Inc. is a stable company with an extremely strong financial position. AshBritt, Inc. continues to handle their obligations in an exemplary fashion.

While we would certainly consider higher limits should the occasion arise, we currently have AshBritt, Inc. on a single job program exceeding $1,000,000,000 with an aggregate program exceeding $2,000,000,000.

Should any projects be awarded to and accepted by AshBritt, Inc. we are prepared to provide the required bonds on their behalf within the 72 hours required. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of AshBritt, Inc.

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood, that any arrangement for bonds is strictly a matter between AshBritt, Inc. and Liberty Mutual Insurance Company.

Liberty Mutual Insurance Company is licensed in all 50 states and listed on the U.S. Treasury Departments' Listing of Approved Sureties Department Circular 570. Liberty Mutual Insurance Company is rated A (Excellent) Financial Size Category XV ($2Billion or greater) by A.M. Best Company.

Thank You,

Marc Davis
Field Product Line UW Specialist

Fill in Form

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. Bid Bond

CONTRACTOR:
Name: AshBritt, Inc.
Legal Status: Corporation
Address: 565 East Hillsboro Blvd.
Deerfield Beach , FL 33441

SURETY:
Name: Liberty Mutual Insurance Company
Legal Status: Corporation
Principal place of Business: 175 Berkeley Street
Boston, MA 02116

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent (5%) of the Amount of the Bid

PROJECT:
RFSP No. 001-25, Disaster Debris Management and Removal Services - Term Contract, City of Plantation, Florida
Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10 , 20 24 .

AshBritt, Inc.

By: _____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Peggy L. Jackson
Fisher Brown Bottrell, a Marsh & McLennan Agency LLC Company

Liberty Mutual Insurance Company
(Name of Surety)

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208988-014041**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Jean Charfauros; Angela Bullie; Jason J. Young; Jerry E. Horner, Jr.; Jerry G. Veazey, Jr.; Peggy L. Jackson; Stephen Wesley Price, Jr.; Taylor Leggett; Trina Cobb

all of the city of Jackson state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of November, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Per Addendum 3, the City of Plantation accepts signing the Performance and/or Payment bond within 15 calendar days of contract signing.



# PUBLIC CONSTRUCTION BOND

**TO BE RETURNED WITH PROPOSAL**

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

# PUBLIC CONSTRUCTION BOND

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of _____(Phone:_____), as Principal and _____, a corporation, having a principal street address of _____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____, for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated_____, 20___, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20 .

_____
(Name of Principal)

By: (As Attorney in Fact)

_____
(Name of Surety)

## Innovative Concepts and Specialties

In addition to the host of standard debris management equipment that we have access to, AshBritt maintains supplementary equipment and facility resources that can be used to support debris removal efforts via non-traditional methods. **AshBritt is a full-service emergency disaster response contractor**. We can coordinate and deliver turnkey emergency response, environmental remediation, recovery, and restoration services whenever needed. Through our resources and teaming partners, we ensure that these vital services are delivered expeditiously and professionally. We have outlined how some of these resources can be used to better support the City of Plantation on the following pages.

### Temporary Support Facilities and Base Camps

One of AshBritt's logistical specialties is the provision of full-service, turnkey base camps, and other temporary support facilities. We maintain agreements with multiple subcontractors who can be called upon to provide an array of facilities to support operations in the City. We have leaned on these providers to assist with multiple logistical operations throughout the country. For example, in 2022 AshBritt was contracted by the Florida Division of Emergency Management to establish a turnkey, 1,500-person base camp in Charlotte County, FL in response to Hurricane Ian. Our subcontracting partners swiftly deployed, established the camp and maintained full-service operations for five months.



These vendors can provide an array of ADA-compliant facilities for disaster-related response efforts, including but not limited to:

- Climate-controlled frame tents
- Climate-controlled sheltering trailers
- Mobile shower trailers
- Mobile restrooms
- Port-o-lets
- Office trailers
- Mobile command centers
- Laundry facilities
- Dining hall buildouts
- Full-service kitchen facilities
- Workout facilities
- Other multi-purpose structures
- Utility trailers

The below table documents the numerous unique services AshBritt has provided in response to migrant support services, earthquakes, hurricanes, COVID-19, and wildfires.

| SUMMARY OF PAST TEMPORARY SUPPORT FACILITY/BASE CAMP OPERATIONS | | | |
|---|---|---|---|
| **Service(s)** | **Year** | **Event/Project Description** | **Client** |
| Base Camps & Related Support Services | 2024 | Hurricane Milton | FL Division of Emergency Mgmt (Sarasota and Tampa, FL) |
| Base Camps | 2024 | Hurricane Helene | FL Division of Emergency Mgmt; Chatham County, GA; and VA Department of Emergency Mgmt |
| Base Camps (5) | 2024 | Hurricane Debby | FL Division of Emergency Mgmt (Ocala and Suwanee, Taylor, and Madison Counties) |
| Base Camp | 2023 | Hurricane Idalia | FL Division of Emergency Mgmt (Suwannee County, FL) |
| Comfort Stations | 2023 | Historic Flooding | City of Fort Lauderdale, FL |
| Base Camp | 2023 | Tornado Response | Texas Division of Emergency Management |
| Migrant Support Base Camp (ongoing) | 2023 | A full-service support camp for the U.S. Army | FL Division of Emergency Mgmt (Monroe County, FL) |

| SUMMARY OF PAST TEMPORARY SUPPORT FACILITY/BASE CAMP OPERATIONS | | | |
|---|---|---|---|
| **Service(s)** | **Year** | **Event/Project Description** | **Client** |
| | | Airborne Division & Florida Highway Patrol Department | |
| Base Camps (3) | 2022 | Hurricane Ian | FL Division of Emergency Mgmt (Charlotte, Leon, and Lee County, FL) |
| Vaccination Sites (8) | 2020 | COVID-19 | FL Division of Emergency Mgmt |
| Vaccination Sites (Mobile) (10) | 2021 | COVID-19 | Harris County, TX |
| Monoclonal Antibody Infusion Centers (3), Alternate Care Sites (2) | 2021 | COVID-19 | TX Division of Emergency Mgmt |
| Buildout of Vaccination Sites (mobile and fixed) | 2021 | COVID-19 | VA Dept of Health |
| Buildout Vaccination Sites (mobile and fixed) (72 Cities) | 2021 | COVID-19 | FEMA National Vaccination Program |
| Management of Vaccination and Testing Sites (temporary structures, mobile and fixed) | 2021 | COVID-19 | VA Department of Emergency Mgmt |
| Buildout of Monoclonal Antibody Infusion Centers | 2022 | COVID-19 | State of Nevada |
| Establishment of Monoclonal Antibody Infusion Centers (8) | 2021 | COVID-19 | LA Dept of Health |
| Establishment and Management of Alternate Care Shelter Site | 2020 | COVID-19 | MA Emergency Mgmt Agency |
| Base Camps | 2017 | Hurricane Irma | Monroe County, FL |
| Base Camps | 2017 | Hurricane Irma | Collier County, FL |
| Shelter Site | 2016 | Blue Cut Fire | San Bernardino County, CA |
| Base Camps | 2010 | Haiti Earthquake | Haiti |



## Drone Services

AshBritt has the experience and the personnel qualifications to provide surveys via drone/aerial video and photography. We have provided debris surveys, DDMS site photographs, and DDMS restoration progress updates using these resources. When disaster debris or flooding impacts the City's ability to access sites for evaluation, we can deploy our drones and provide detailed insight into the area.

## Helicopter Services

AshBritt can utilize helicopters to assist the City if required. Helicopters play a crucial role in debris removal efforts following a disaster, offering several advantages over traditional methods:

- **Accessibility**: Helicopters can navigate challenging terrains and reach remote areas that are inaccessible to ground-based machinery, ensuring efficient debris removal even in hard-to-reach locations.
- **Speed and Efficiency**: Helicopters can quickly lift and transport large volumes of debris, significantly expediting the cleanup process and enabling faster recovery efforts.
- **Versatility**: Helicopters can be equipped with various attachments,

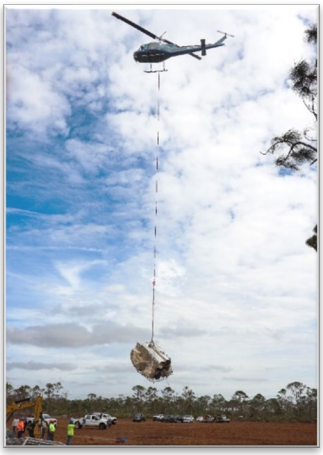

such as buckets or lifting slings, to handle a wide range of debris materials, from lightweight vegetation to heavy rubble.

- **Precision and Control**: Helicopters offer precise maneuvering, allowing for targeted debris removal without damaging surrounding areas or infrastructure. This could be especially useful in historic districts where heavy machinery use should be avoided.

## Favorable Cost Containment Approaches and Alternative Ideas

To effectively manage debris removal costs and ensure efficient operations, AshBritt can implement various cost containment approaches and explore alternative strategies. By optimizing equipment utilization, streamlining workforce management, and leveraging technology, AshBritt can significantly reduce expenses while maintaining high-quality service delivery. Below are some of the methods we take advantage of to save our clients' tax dollars.

**Efficient Equipment Utilization:**

- Optimize equipment usage by scheduling multiple tasks and locations.
- Prioritize the use of high-capacity equipment to minimize trips to disposal sites.
- Implement a preventative maintenance program to reduce downtime and repair costs.

**Streamlined Workforce Management:**

- Implement a workforce management system to optimize staffing levels and reduce overtime costs.
- Provide training and incentives to increase productivity and efficiency.
- Utilize technology to track worker performance and identify areas for improvement.

**Effective Debris Sorting and Recycling:**

- Implement a robust debris sorting process to maximize recycling and minimize disposal costs.
- Establish partnerships with recycling facilities to negotiate favorable disposal rates.
- Use Public Service Announcements to educate the public on proper debris disposal practices to reduce the volume of contaminated debris.

**Optimized Logistics and Transportation:**

- Develop efficient transportation routes to minimize travel time and fuel consumption.
- Utilize GPS tracking systems to monitor vehicle performance and identify opportunities for improvement.
- Explore alternative transportation methods (e.g., barges in canal-heavy areas such as the City of Plantation) for large-scale debris removal.

**Leveraging Technology:**

- Utilize Geographic Information Systems (GIS) to map debris locations and optimize collection routes.
- Implement drone technology to assess damage and estimate debris volumes.
- Utilize real-time data analytics to track progress and identify potential bottlenecks.

**Community Engagement and Education:**

- Educate the public on proper debris disposal practices to reduce the volume of contaminated debris.
- Establish community outreach programs to provide information and assistance to affected residents.
- Hire local contractors whose residential knowledge will contribute toward our efficient strategization.

**Sustainable Debris Management Practices:**

- Explore opportunities for recycling and repurposing debris materials.
- Implement environmentally friendly practices to minimize the long-term impacts of debris removal operations.

## Section 3. Work Experience

Originally founded as a landscaping company, AshBritt's first emergency response effort supported South Florida communities in the wake of Hurricane Andrew. AshBritt is a family-owned business, with Randal Perkins as the owner, his daughter Brittany Perkins Castillo serving as the CEO, and his daughter Sara Perkins serving as the Vice President of Business Affairs. The company was officially incorporated in the State of Florida in October 1992 and, over the past **32 years**, has provided disaster debris management and logistics support via **more than 570 projects for municipal clients across 34 states.**

### Featured Project: Hurricane Ian

In 2022, AshBritt removed debris for 15 jurisdictions, including two state agencies, following Hurricane Ian. At our peak, we had approximately 450 debris-hauling trucks and units simultaneously operating throughout Florida. We removed more than 9 million cubic yards of debris, including: loose natural materials; scattered rubble or wreckage; litter; garbage/refuse; C&D debris; vegetative debris; downed or leaning trees and hanging limbs; waterway debris; derelict vehicles and vessels; HHW; white goods; and freon. We also performed private property demolition/debris removal for more than 500 properties and provided other ancillary services (e.g., base camps).



### United States Army Corps of Engineers Trusted Contractor

AshBritt has participated in the National Response Framework since **1998,** when we received our first pre-positioned debris management contract from the United States Army Corps of Engineers (USACE). In 2021, the U.S. Department of Defense (DoD) made history by awarding four contracts totaling $1.75 billion to AshBritt, representing the largest pre-positioned federal debris management contracts value ever granted to a single firm. The record-breaking awards make **AshBritt the prime DoD debris management partner in four U.S. regions, comprising 25 states, including Florida.**

AshBritt is proud to currently be supporting multiple disaster debris management missions for USACE's South Atlantic Division in response to Hurricane Helene (2024).

| Regional States | |
|---|---|
| South Atlantic Division | NC, SC, GA, AL, **FL** |
| Mississippi Valley Division | IL, IA, MN, WI, LA, MS |
| Southwestern Division | TX, AR, OK |
| Northwestern Division | MT, WY, ID, OR, WA, MO, KS, CO, NE, SD, ND |



## Past Performance

AshBritt has responded to more than **570 individual missions for municipal, state, and federal clients** throughout the U.S. since 1992. The below graphic summarizes our experience in responding to a multitude of disaster types.

### Hurricanes

- ✓ 36 Hurricanes
- ✓ 93M CY Debris Removed
- ✓ 326 Activations, 13 States

Major Hurricane Responses⇨
- Hurricanes Beryl, Debby, & Helene - FL, GA, TX
- Hurricane Ian - FL
- Hurricane Irma - FL, GA, SC
- Hurricane Sandy - CT, MD, NJ, VA
- Hurricane Katrina/Wilma - FL, MS, LA

### Tornadoes

- ✓ 20 Tornado Impacts
- ✓ 2.5M CY Debris Removed
- ✓ 20 Activations, 10 States

Key Tornado Responses⇨
- 2024 Spring Tornadoes - FL, GA, KY
- 2021 Tornadoes - KY
- EF5 Tornado - MD
- EF5 Tornado - OK

### Floods

- ✓ 8 Flood Events
- ✓ Flood Water Relocation
- ✓ 1M CY Debris Removed

Key Flood Responses⇨
- Ft. Lauderdale Flooding Event - FL
- Statewide Flood Event - KY
- Storms/Floods - SC
- Storms/Floods - FL
- Torrential Rains/Flooding Event - TX

### Wildfires

- ✓ 12 Fire Responses
- ✓ 5,000 Properties Cleared
- ✓ 1M Tons Removed

Key Wildfire Responses⇨
- USACE Multiple Wildfires - CA
- Jackson/Lane Wildfires - OR
- Soberanes Fire - CA
- Lake County Fire - CA

### Ice/Snow Storms

- ✓ 19 Winter Storms
- ✓ 1.1M CY Debris Removed
- ✓ Emergency Snow Clearance

Key Storm Responses⇨
- Winter Storm Jonas - MD, VA
- Winter Storm Gia - KS
- Emergency Storm Nemo - CT, MA
- Winter Storm Pax - GA, SC

### Tropical/Severe Storms

- ✓ 22 Severe/Tropical Storms
- ✓ 2M CY Debris Removed
- ✓ 30 Activations, 8 States

Key Storm Responses⇨
- 2024 Severe Storms - TX, KS
- Tropical Storm Isais - CT, FL, NY
- Tropical Storm Imelda - TX
- Tropical Storm Fay - FL

### Oil Spills/Environmental

- ✓ >1000,000 LF of Boom Deployed
- ✓ 97,000 Fish Removed

Key Spill Responses⇨
- BP Oil Spill - FL
- Red Tide Dead Fish Removal - FL
- Well Gas Leak - OK

### COVID/Pandemics

- ✓ 7 COVID Responses
- ✓ 1,000,000 Vaccinations
- ✓ Set up 31 Sites

Key Pandemic Responses⇨
- VDEM COVID Response - VA
- FDEM COVID Response - FL
- TDEM COVID Response - TX
- MEMA COVID Response - MA

## 10-Year Project History Table

In just the last decade, we provided debris management services in response to the disasters listed below, collecting and disposing of more than **50,000,000 cubic yards of debris**. A full accounting of our 32-year project history can be provided upon request.

| 10-YEAR DISASTER DEBRIS PROJECT SUMMARY | | |
|---|---|---|
| **Year** | **Disaster Recovery Project** | **Client/Location** |
| 2024 | Severe Storm and Flooding | State of New Mexico |
| 2024 | Hurricane Milton | 13 Florida Jurisdictions (ongoing) |
| 2024 | Hurricane Helene | United States Army Corps of Engineers and 30+ jurisdictions in FL, GA, SC, NC, & VA (ongoing) |
| 2024 | Special Waterway Project (Hurricnae Ida) | Livingston Parish, LA |
| 2024 | Hurricane Debby | 3 Florida Jurisdictions |
| 2024 | Hurricane Beryl | 6 Texas Jurisdictions |
| 2024 | Nationwide Severe Storms and Tornadoes | 7 Jurisdictions in FL, GA, KS, KY, & TX |
| 2024 | Warehouse Fires | Isle of Wight and Alexandria, VA |
| 2023 | Hurricane Idalia (DR-4734 and DR-4738) | 6 Jurisdictions in FL and GA |
| 2023 | Straight-line Windstorm | Prairie Village and Overland Park, KS |
| 2023 | Severe Storms, Tornadoes, and Flooding (DR-4709) | Ft. Lauderdale, FL |
| 2022 | Hurricane Nicole (DR-4680) | Brevard County, FL |
| 2022 | Hurricane Ian (DR-4673) | 15 Florida Jurisdictions |
| 2022 | Kentucky Severe Storms, Flooding, Landslides, and Mudslides (DR-4663) | KY Transportation Cabinet |
| 2022 | Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes (DR-4630) | Hopkins County, KY |
| 2021 | Hurricane Ida (DR-4611, DR-4614, & DR-4626) | 6 Jurisdictions in NJ, LA, MS |
| 2021 | Hurricane Nicholas | Freeport, TX |
| 2021 | Oregon Wildfires (DR-4562) | OR Department of Transportation |
| 2020 | Tropical Storm Eta (EM-3551) | Fort Lauderdale, FL |
| 2020 | Hurricane Sally (DR-4564) | Escambia County, FL |
| 2020 | Hurricane Laura (DR-4559) | Orange County, TX |
| 2020 | Tropical Storm Isaias (DR-4567) | 4 Jurisdictions in FL, NY, and CT |
| 2020 | Hurricane Zeta (DR-4576 and DR-4575) | Atlanta, GA, and Bay St. Louis, MS |
| 2020 | Virginia Severe Storms | Fairfax County, VA |
| 2020 | Massachusetts Tornado | State of Massachusetts |
| 2019 | Virginia Strong Storms | Fairfax County, VA |
| 2019 | Hurricane Dorian (DR-4468) | Charleston County, SC |
| 2019 | Tropical Storm Imelda (DR-4466) | Orange County, TX |
| 2019 | Winter Storm Gia | Overland Park, KS |
| 2018 | Camp Fire (DR-4407) | PG&E Company |
| 2018 | Hurricane Michael (DR-4399 & DR-4400) | 11 Jurisdictions in FL and GA |
| 2017 | Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) | United States Army Corps of Engineers Sacramento District |
| 2017 | Hurricane Irma (DR-4337, DR-4338, & DR-4400) | 70 Jurisdictions in FL, GA, SC |
| 2017 | Hurricane Harvey (DR-4332) | 14 Jurisdictions in TX |
| 2016 | Hurricane Matthew (DR-4283, DR-4284, & DR-4286) | 23 Jurisdictions in FL, GA, SC |
| 2016 | California Blue Cut Fire (FM-5147) | San Bernardino County, CA |
| 2016 | California Soberanes Fire (FM-5137) | Monterey County, CA |
| 2016 | Texas Severe Storms and Flooding (DR-4269) | Hidalgo County, TX |
| 2016 | Severe Storm | Collier County, FL |
| 2016 | Winter Storm Jonas (DR-4261 & DR-4262) | 9 Jurisdictions in VA and MD |
| 2015 | Valley Fire and Butte Fire (DR-4240) | Lake County, CA, and PG&E Co. |

## Signature Projects of Similar Scope and Complexity

In the following examples, we will delve into specific challenges encountered on similar projects, the strategies employed to address them, and the proactive measures implemented to mitigate similar issues in the future. By sharing these insights, we aim to demonstrate our commitment to continuous improvement and our ability to deliver exceptional results, even in the face of adversity.

# City of Fort Lauderdale, FL

### Contact Information

Melissa Doyle
Phone: (954) 828-6111
Email: mdoyle@fortlauderdale.gov

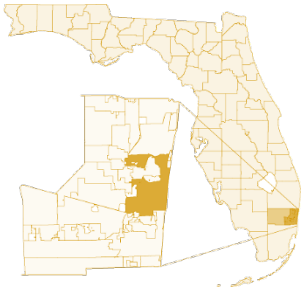

### Project Information

Details: Severe Localized Flooding – 41,736 CY & Ancillary Services
Schedule: 04/14/2023 – 05/12/2023
Contract Amount: Pending

Summary of the Work Performed: In addition to removing 42,000 CY of right-of-way debris, AshBritt opened two climate-controlled comfort station sites for City residents, distributed ice and water, performed water and mold restoration work, and provided restroom trailers, mobile command trailers, power generation, HVAC services, diesel pumps with attendants/dewatering, fuel services, and sanitization services for City Hall.

### Key Project Staff

- Project Manager: Brian Thomason
- Logistics Director: Gerardo Castillo / Logistics Coordinator: Jason Fawcett

### Lesson Learned: Disaster Recovery Demands a Comprehensive Strategy

- **Situation:** Power outages, damaged communication systems, and the flooding of City Hall disrupted communication between emergency responders, hindering coordination and recovery efforts. Power outages and disrupted infrastructure also limited access to basic utilities, food, water, and medical care for many residents.
- **Achievement:** To support governmental coordination efforts, AshBritt began providing power generation, HVAC, and drying, dehumidifying, and sanitizing services to City Hall within 36 hours of the NTP. We also called upon our logistical partners to provide two climate-controlled community non-sleeping shelters (i.e., comfort stations) equipped with tables, chairs, Wi-Fi, mobile and electronic charging stations, restrooms, showers, and bulk ice distribution for community members affected by the floods. These comfort stations also served as food distribution and medical care sites. The Red Cross, local non-profits, CERT, Broward Health, and the Department of Children and Families utilized the locations as central points of distribution for the community.
- **Key Takeaway:** A multi-faceted approach that prioritizes logistics and rapid response is essential for both community recovery and efficient debris management operations. By providing critical infrastructure support, such as power generation and shelter, debris management contractors can create a stable environment for effective debris removal and disposal. This holistic approach ensures a timely and organized recovery process, minimizing disruption and accelerating the return to normalcy.

# Charlotte County, FL



## Client Contact Information

John Elias
Phone: (941) 575-3600
Fax: (941) 637-9265
Email: John.Elias@charlottecountyfl.gov
Address: 7000 Florida St, Punta Gorda, FL 33950

## Project Description

Details: Hurricane Ian – 4,672,700 CY
Schedule: 09/30/2022 – 04/10/2023
Contract Amount: $79,835,000

Summary of the Work Performed: AshBritt performed collection of vegetative and construction debris from public streets, and rights of way, and hauled debris to temporary debris staging and reduction locations. The geographic response area for AshBritt's contract with Charlotte County, FL covered 858 square miles. Resource requirements were determined, immediately mobilized, and assigned to zones. The 4,672,700 cubic yards of debris collected included vegetative and construction debris types. Temporary debris staging and reduction sites were identified, permitted, operated, and closed successfully. Vegetation debris brought to these sites was managed and reduced by grinding. Construction debris was hauled directly to a permitted landfill. We also removed 38,000 hazardous hanging limbs, 13,000 hazardous leaning trees, and 1,885 white goods.

## Key Project Staff

- Project Manager: Dow Knight
- Operations Managers: Matt Gierden and Dilia Camacho

## Lesson Learned: Proactive Positioning and Coordination are Key in Large-Scale Disasters

- **Situation:** Hurricane Ian impacted a vast area of Florida, stretching over 400 miles and reaching the Keys. This presented a logistical challenge for debris management due to the sheer size of the disaster zone.
- **Achievement:** We took proactive steps to address the challenge by strategically placing equipment and supplies near the storm's predicted path, thus minimizing deployment delays and ensuring a faster response. Through meticulous coordination, we ensured crews were readily available and assigned to priority areas as soon as the Notice to Proceed (NTP) was issued.
- **Key Takeaway:** For large-scale disasters, pre-positioning resources and meticulously coordinating personnel and equipment deployment are crucial for a rapid and efficient response. This ensures crews are on-site and ready to work as soon as possible, minimizing debris-related issues and accelerating overall recovery.

# Florida Division of Emergency Management (FDEM)




## Contact Information

Stephanie Houp, Esq.
Phone: (850) 815-5762
Email: stephanie.houp@em.myflorida.com

## Project Information

Details: Hurricane Ian – 933,562 CY
Schedule: 11/19/2022 – 10/05/2023
Contract Amount: $300,000,000

## Key Project Staff

- Project Manager: Rob Ray
- Operations Manager: Jason Haynie

Summary of the Work Performed: Project: Hurricane Ian brought challenges with high winds and a storm surge of nearly 12 feet in some areas, causing complicated debris issues in the waterways of Lee, Charlotte, and Collier counties. AshBritt deployed over 75 mechanical barges and additional equipment to collect nearly 1 million cubic yards of diverse debris, including vegetation, construction materials, hazardous waste, and vehicles. This large-scale debris removal mission required precision and expertise. Additionally, due to the presence of vessels in protected mangrove areas along the coast of Southwest Florida, AshBritt utilized aerial vessel and debris removal operations, employing helicopters to lift and transport sections of vessels and debris from these sensitive areas to aggregation sites for dismantling, recycling, and disposal.

## Lessons Learned: Innovative Solutions Can Mitigate the Environmental Impact of Disasters

- **Situation:** After Hurricane Ian, the over 20'+ storm surge that impacted the Southwest Florida coast washed various-sized vessels thousands of feet into highly sensitive and environmentally protected mangroves. There was no way to access them with hand crews or by mechanical means.
- **Achievement:** Through collaborative planning efforts with the Florida Division of Emergency Management and the Department of Environmental Protection, AshBritt provided an innovative approach to vessel removals in conjunction with our waterway mission. The vessels were removed by airlifting in personnel, by helicopter, to section (cut) the vessels into manageable sizes. The vessel sections were then wrapped in cargo netting and airlifted out of the mangroves by helicopter, for transport to an aggregation site.
- **Key Takeaway:** Innovative efforts in the debris industry, such as airlifting, will help minimize the impacts on conservation areas and environmentally sensitive areas such as Florida's mangroves. The impacts would have been irreversible by utilizing conventional methods.

- **Additional Projects**

Presented below and on the following pages is detailed information on a select list of our signature projects that demonstrate our capacity, qualifications, experience, and competency in responding to projects comparable to those identified in this solicitation.

# Collier County, FL



### Contact Information

Dan Rodriguez (Former County Manager - recently retired)
Phone: (239) 249-1380
Fax: (239) 252-3991
Email: danrodriguez11@outlook.com

### Project Information

Dates: 10/03/2022 – 02/08/2023
Details: Hurricane Ian – 1,371,000 CY

Scope of Project: AshBritt performed collection of vegetative and construction debris from public streets, rights of way, and hauled debris to temporary debris staging and reduction locations The geographic response area for AshBritt's contract with Collier County, FL covered 2,305 square miles. AshBritt's management team arrived prior to official activation at no additional expense to the County. Temporary debris staging and reduction sites were identified, permitted, operated, and closed successfully. Vegetation debris brought to these sites was managed and reduced by grinding. Construction debris was hauled directly to a permitted landfill. We also removed hazardous hanging limbs and trees, white goods, 11,225 pounds of household hazardous waste, and provided vacuum trucks for water relocation services and emergency fuel distribution.

### Additional Projects Completed for Client

2024 – Hurricane Helen/Milton – Ancillary Services
2017 – Hurricane Irma – 3,600,000 CY
2016 – Severe Storm – 44,000 CY
2008 – Tropical Storm Fay – 15,077 CY
2005 – Hurricane Wilma – 1,278,000 CY

# Escambia County, FL



### Contact Information
Don Seitz
Phone: (850) 554-2753
Email: dlseitz@myescambia.com
Address: 13009 Beulah Rd., Cantonment, FL 32533

### Project Information
Dates: 09/23/2020 – 01/27/2021
Details: Hurricane Sally – 1,239,941 CY
Cost: $16,831,494

Scope of Project: We identified and designated collection zones and removed 1,239,941 cubic yards of vegetative debris for the County, including over 22,000 hazardous leaning trees and limbs, using over 76 debris hauling units and 11 tree crews.

### Additional Projects Completed for Client:
2005 – Hurricane Ivan – 2,356,984 CY
2005 – Hurricane Dennis – 699,936 CY

# Gulf County, FL



### Contact Information
Warren Yeager
Phone: (850) 899-7337
Email: wyeager7337@gmail.com
Address: 1000 Cecil G. Costin Sr. Blvd # 302, Port St Joe, FL 32456

### Project Information
Dates: 10/18/2018 – 10/28/2020
Details: Hurricane Michael – 1,975,000 CY
Cost: $40,113,590

Scope of Work: AshBritt removed vegetative and construction debris from public streets and ROWs, and hauled debris to two _____. The geographic response area for AshBritt's contract covered 756 square miles. Due to lodging constraints, AshBritt activated our temporary lodging plan to procure temporary lodging facilities (mobile homes). For debris removal operations, AshBritt identified and designated 13 collection zones throughout the County. We employed and managed over 130 debris hauling units and 6 tree crews which removed 16,848 hazardous leaning trees and 9,139 hazardous hanging limbs. We also handled numerous special debris waste streams on this project, including white goods and e-waste.

# City of Springfield, FL

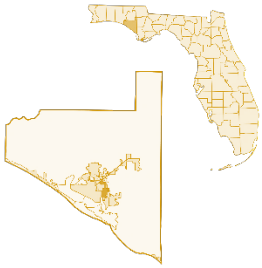

### Contact Information
Ralph Hammond
Phone: (850) 890-2694
Email: rhammond@springfield.fl.gov
Address: 6603 E Highway 22, Panama City, FL 32404

### Project Information
Dates: 10/23/2018 – 09/04/2020
Details: Hurricane Michael – 716,000 CY
Cost: $13,961,186

Scope of Work: AshBritt collected vegetative and construction debris from public streets and ROWs and ensured that the debris was properly hauled to one _____. The geographic response area for AshBritt's contract covered 4.6 square miles. Due to lodging constraints, we activated our temporary lodging plan to procure temporary lodging facilities (mobile homes). For debris removal operations, he oversaw the removal of 1,307 hazardous leaning trees and 789 hazardous hanging limbs. He also handled numerous special debris waste streams on this project, including the removal of 331 white goods, asbestos removal, and PPDR.

# City of Callaway, FL

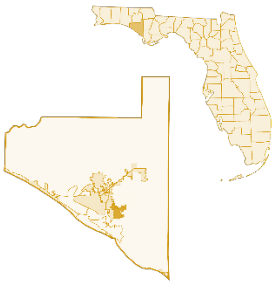

### Contact Information
Eddie Cook, City Manager
Phone: (501) 605-2752
Email: citymanager@cityofcallaway.com
Address: 6601 East Hwy. 22, Callaway, FL 32404

### Project Information
Dates: 10/11/2018 – 09/04/2020
Details: Hurricane Michael – 1,130,000 CY
Cost: $21,103,771

Scope of Work: AshBritt collected 1,130,000 cubic yards of vegetative and construction debris from public streets and ROWs and ensured that the debris was properly hauled to one _____. The geographic response area for AshBritt's contract covered 9.6 square miles. Due to lodging constraints, we activated our temporary lodging plan to procure temporary lodging facilities (mobile homes). For debris removal operations, we removed 2,653 hazardous leaning trees and 3,795 hazardous hanging limbs. He also handled numerous special debris waste streams on this project, including the removal of white goods, asbestos removal, and PPDR.

# City of Houston, TX

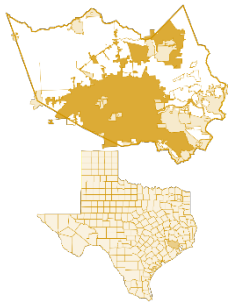

**Contact Information**
Stephan Ralph
Phone: (713) 440-8004
Email: Stephan.ralph@houstontx.gov

**Project Information**
Dates: 05/24/2024 – 09/29/2024
Details: 2024 Derecho and Hurricane Beryl – 2,385,000 CY

Scope of Project: Following a summertime derecho, AshBritt was activated to perform a Right-of-Way and tree removal/trimming mission for Houston that encompassed the collection, reduction, and disposal of vegetative and C&D debris. We utilized 133 hauling units and 45 tree crews at peak operations. While those operations were ongoing, Hurricane Beryl impacted the area and generated additional debris. We expanded the scope of our mission, carefully separating and invoicing work to each specific disaster for federal reimbursement. Following Hurricane Beryl, we increased to 158 hauling crews. Our tree crews removed over 30,000 hangers and 400 leaners across both disasters. AshBritt managed 4 temporary debris staging and reduction locations and hauled debris (including 422,000 CY of mulch for beneficial re-use) to 3 final disposal sites.

**Additional Projects Completed for Client**
2018 – Hurricane Harvey – 23,708 CY

# Fort Bend County, TX



**Contact Information**
Stephan Ralph
Phone: (713) 440-8004
Email: Stephan.ralph@houstontx.gov

**Project Information**
Dates: 05/24/2024 – Ongoing
Details: 2024 Hurricane Beryl – 550,000+ CY

Scope of Project: Following Hurricane Beryl, AshBritt was activated to perform a Right-of-Way mission for Fort Bend County, TX that encompassed the collection, reduction, and disposal of vegetative and C&D debris. We completed our first pass in 30 days, utilizing 110 hauling units at peak operations. This mission resulted in the removal of over 550,000 CY of debris. We also performed a tree mission that utilized 22 tree/bucket crews at peak operations and resulted in the removal of 10,000 hangers. AshBritt managed 4 temporary debris staging and reduction locations and hauled debris (including 100,000 CY of mulch) to 3 final disposal sites.

**Additional Projects Completed for Client**
2018 – Hurricane Harvey – 499,700 CY

# Pasadena, TX

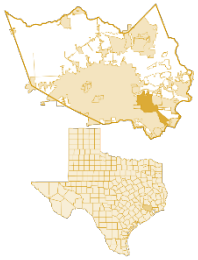

**Contact Information**
Azel Carter
Phone: (713) 475-4977
Email: acarter@pasadenatx.gov

**Project Information**
Dates: 07/11/2024 – 08/18/2024
Details: Hurricane Beryl – 162,000 CY

Scope of Project: AshBritt performed ROW vegetative debris removal; established and managed one temporary debris staging and reduction location; removed hazardous hanging limbs, hazardous leaning trees, and hazardous stumps; and performed disposal (including recycling of mulched debris).

**Additional Projects Completed for Client**
2017 – Hurricane Harvey – 30,111 CY
2008 – Hurricane Ike – 428,000 CY

# Overland Park, KS

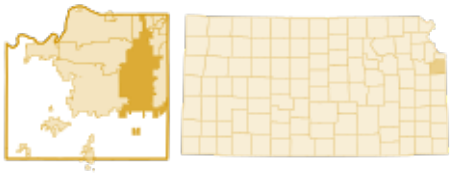

**Contact Information**
Jared McPhee
Phone: (816) 592-3158
Email: jared.mcphee@opkansas.org
Address: 8500 Santa Fe Dr, Overland Park, KS 66212

**Project Information**
Dates: 05/08/2024 – 06/11/2024
Details: Tornado and Straight-line Windstorm – 13,000 CY

Scope of Project: After the 2024 tornado and straightline windstorm, AshBritt provided right of way vegetative debris collection, and direct hauling to parks facility for processing. AshBritt removed 13,000 CY of debris. Additional projects include: Straight-line Windstorm, 2023 - Removed 30,000 CY of debris; Tropical Storm, 2022 - Removed 3,480 CY of debris; Winter Storm Gia, 2019 - Removed 19,946 CY of debris.

# Hopkins County, KY

**Contact Information**



Jack Whitfield, Jr.
Phone: (270) 821-8294
Email: judgeexecutive@hopkinscounty.net

**Project Information**
Dates: 12/29/2021 – 06/10/2022
Details: Tornado – 410,000 CY

Scope of Work: AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained, and assigned subcontractors for all collection zones. We developed, staffed, and operated temporary debris staging and reduction sites. AshBritt conducted ROW vegetative debris collection, operated a TDSR, reduced vegetative debris via grinding, and provided haul-out services.

**Additional Projects Completed for Client**
2024 – Tornadoes and Straightline Winds – 119,000 CY

# Lowndes County, GA



**Contact Information**
Ashley Tye
Phone: (229) 671-2400
Email: atye@lowndescounty.com

**Project Information**
Dates: 09/06/2023 – 01/15/2024
Details: Hurricane Idalia – 671,220 CY

Scope of Project: AshBritt performed ROW vegetative debris removal; established and managed two temporary debris staging and reduction locations; removed 2,011 hazardous hanging limbs, 301 hazardous leaning trees, and 54 hazardous stumps; and performed disposal (including recycling of mulched debris).

**Additional Projects Completed for Client**
2024 – Hurricane Helene – 1,200,000+ CY (ongoing)

# City of Valdosta, GA

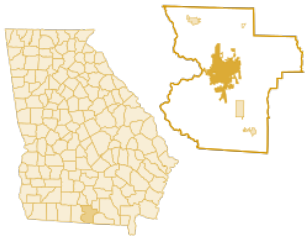

**Contact Information**
Richard Hardy
Phone: (229) 630-2074
Email: rhardy@valdostacity.com

**Project Information**
Dates: 09/10/2023 – 02/15/2024
Details: Hurricane Idalia – 490,683 CY

Scope of Project: AshBritt performed ROW vegetative debris removal; established and managed two temporary debris staging and reduction locations; removed 2,102 hazardous hanging limbs, 39 hazardous leaning trees, and 52 hazardous stumps; and performed disposal (including recycling of mulched debris).

**Additional Projects Completed for Client**
2024 – Hurricane Helene – 1,330,000+ CY (ongoing)
2024 – Severe Storms and Tornados – 13,200 CY

## Awards, Acclaim, and Accomplishments

AshBritt has received the following awards and recognition for our work in disaster response and recovery:



FEPA Award (2024)

- Florida Emergency Preparedness Association (FEPA) – Corporate Award for Excellence in Emergency Management (2024).
- South Florida Business Journal Business of the Year Finalist (2024)
- City of Valdosta, GA – Presented "AshBritt Day" Proclamation (2024) for Hurricane Idalia recovery work and related philanthropic projects.
- FEMA National Advisory Council (NAC) Appointment – In November 2023, the FEMA Administrator announced the appointment of our CEO, Brittany Castillo, to the NAC.
- Charlotte County, FL – Presented "AshBritt Month" Proclamation (2023) for Hurricane Ian recovery work.
- Top 100 Women-Led Businesses – AshBritt was named one of the Top 100 Women-Led Businesses in Florida by The Women's Edge in 2022, 2023 (5th Place), and 2024 (6th Place).
- Kentucky Colonels – Multiple team members proclaimed "Kentucky Colonels" by the Governor of Kentucky, the highest honor bestowed by the Commonwealth of Kentucky, for exceptional work performed in response to the July 2022 Kentucky Flood Event.
- In 2021, the U.S. Department of Defense (DoD) made history by awarding four of the Advanced Contract Initiative (ACI) – Regional Contracts for Debris Management Services (RCDMS) totaling $1.75 billion to AshBritt, representing the largest pre-positioned federal debris management contracts value ever granted to a single firm.
- Awarded Contractor of the Quarter three times by the U.S. Army Corps of Engineers, Mobile District.
- Presented "Award of Gratitude" from the City of Port St. Lucie Keep PSL Beautiful Committee.
- Presented "Hurricane Isabel Heroes" Recognition from the City Council of the City of Hampton, Virginia for disaster recovery efforts.
- Presented with numerous commendations from the Office of the Governor, State of Mississippi, for our contributions and support of the recovery and rebuilding efforts in MS.

- **Referral Letters and Accolades**

# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5300 www.leoncountyfl.gov

Leon County Public Works
2280 Miccosukee Road
Tallahassee, Florida 32308
(850) 606-1500

Commissioners

CAROLYN D. CUMMINGS
At-Large
Chair

BRIAN WELCH
District 4
Vice Chairman

BILL PROCTOR
District 1

CHRISTIAN CABAN
District 2

RICK MINOR
District 3

DAVID T. O'KEEFE
District 5

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

CHASITY H. O'STEEN
County Attorney

Ms. Vonda Smith
AshBritt

Dear Ms. Smith,

The purpose of this letter is to express my sincere appreciation and gratitude to you and the AshBritt Team for your assistance with vegetative debris removal, reduction and disposal services from the unincorporated areas of Leon County from Hurricane Helene that impacted our area.

Your and Brian Thomason's response to our needs was greatly appreciated and was performed with great professionalism.

Sincerely,

Brent Pell, P.E.
Director Public Works

*People Focused. Performance Driven.*

FORT BEND COUNTY ROAD & BRIDGE DEPARTMENT
Fort Bend County, Texas

SCOTT WIEGHAT
Road Commissioner

(281) 342-4513

November 20, 2024

To whom it may concern,

Fort Bend County was severely affected by Hurricane Beryl on July 7, 2024 and a Federal Declaration was declared. With the help of AshBritt, lead by Jaime Robbins, vegetative debris started being collected with 96 hours of Landfall. With a total of 557,000 Cubic yards of Vegetative and Construction and Demolition Debris removed off of Fort Bend County Road Right of Ways in less that 45 days.

This was a phenomenal task that was completed in a very professional manner by Jaime Robbins.

Best Regards,

Scott Wieghat

Scott Wieghat
Road Commissioner
Fort Bend County Road & Bridge
281-238-3607 direct
832-473-2961 cell

201 Payne Lane • Richmond, Texas 77469 • P.O. Box 148 • Richmond, Texas 77406-0148

1834 W. Sycamore Rd, FRESNO, TX 77545
PHONE: 281-431-2451
WWW.FRESNOFIRETX.COM

8/14/2024

Ashbritt Inc.
Mr. Brian Thomason
Ms. Vonda Smith
Mr. Osbaldo Leon

To Whom It May Concern,

My name is Anthony Bates, I am the Fire Chief for Fort Bend ESD 7 Fresno Fire and Rescue. First, I would like to express my sincere gratitude to your company for coming out and assisting with the removal of the tree that fell on our shed due to hurricane Beryl's high winds. We know you all have been working diligently and hard because of the storm, but I wanted to give you a little feedback on our experience with your company. Your team was very responsive and professional during the time they were working at our station. We were excited to see the project was completed so quickly and efficiently.

Again, I would just like to say a "big thanks" to every one of you!

Sincerely,

Anthony Bates, Fire Chief
FBCESD 7 FRESNO FIRE & RESCUE
281-431-2451

**City of Pasadena**
**Office of Emergency Management**
www.readypasadena.org

**Street Address:**
**1201 Davis St.**
**Pasadena, TX 77506**

**Mailing Address:**
**P.O. Box 672**
**Pasadena, TX 77501**

Office: 713-475-5588
Fax: 713-477-9364

November 22, 2024

To whom it may concern,

It is my privilege to recommend AshBritt for their exemplary contributions and commitment to excellence in disaster response and recovery efforts, particularly during Hurricane Beryl. Their professionalism and dedication have significantly benefited our community and emergency management operations.

Throughout the hurricane recovery, AshBritt demonstrated exceptional communication skills, ensuring that critical information was promptly shared with all stakeholders. Their guidance in navigating the complexities of recovery operations in debris management was instrumental in minimizing disruption and expediting relief efforts and assisted in the rapid restoration of our city.

Moreover, AshBritt's involvement in our community went above and beyond expectations. They engaged daily with our organization and leaders fostering a sense of trust and collaboration that was critical during such a challenging time. Their ability to seamlessly integrate with local efforts and provide tailored solutions showcased their commitment to the well-being of the residents of Pasadena.

The support provided by AshBritt during Hurricane Beryl has left a lasting positive impact on our community and our future recovery efforts, and I am confident that their expertise will continue to benefit others in similar situations.

I wholeheartedly endorse AshBritt and strongly encourage you to consider them for future disaster management partnerships or endeavors. Should you have any questions or require further information, please do not hesitate to contact me directly.

Sincerely,

Azell Carter

Azell J. Carter Jr., MSc, CEM®, TEM©
Emergency Management Coordinator
Pasadena Office of Emergency Management

"Protecting the citizens of Pasadena before, during, and after any and all disasters."

*CITY OF FREEPORT*
*FREEPORT FIRE & EMS DEPARTMENT*
*131 East 4th Street*
*Freeport, Texas 77541*
*Phone (979) 233-2111*
*Fax (979) 233-4103*

Christopher Motley
Chief / EMC

Mike Praslicka
EMS Coordinator

Jason Shafer
Fire Marshal

November 22, 2024

Ashbritt, Inc.
565 East Hillsboro Blvd
Deerfield Beach, FL 33441

Dear Jaime Robbins,

Thank you for reaching out to discuss the City of Freeport's experience with Ashbritt following Hurricane Beryl. Having dealt with major hurricanes such as Katrina (2005), Rita (2005), and Ike (2008), Freeport has prioritized readiness by maintaining prepositioned debris removal and monitoring contracts since 2009. These contracts were successfully activated during Hurricane Nicholas (2021) and most recently during Hurricane Beryl (2024).

Preplanning, including having prepositioned contracts in place, is critical for addressing crisis that overwhelm local resources during natural disasters. The recovery phase alone, when community infrastructure is severely taxed, poses significant challenges. In anticipation of Hurricane Beryl's impact, Freeport declared a disaster prior to landfall to secure necessary state and federal support.

Hurricane Beryl left Freeport facing widespread vegetative debris, disrupted critical infrastructure (power, water, sewer), and heightened safety risks for residents. AshBritt responded with a level of professionalism and efficiency that significantly bolstered our recovery efforts.

Key Contributions by AshBritt, Inc services:

- Strategic Preparedness: Before landfall, AshBritt's management team engaged extensively with Freeport's Office of Emergency Management (OEM) to develop a detailed debris removal strategy. This allowed for the seamless mobilization of resources once the storm subsided.
- Comprehensive Debris Removal: Their systematic approach cleared roadways and public spaces efficiently, reducing safety hazards and expediting the community's return to normalcy.
- Post-Storm Collaboration: Throughout the recovery, AshBritt maintained continuous communication with Freeport OEM, providing updates and adapting strategies as needed to address evolving priorities.
- Community-Centered Execution: Beyond technical expertise, AshBritt's team demonstrated empathy and understanding, providing reassurance to residents during a challenging time.
- Reimbursable Expenses: Post-disaster debris collection, monitoring, and disposal services were maintained in compliance with FEMA, TCEQ, and local standards. Currently, we are in the process seeking reimbursement from FEMA and TECQ in debris collection and disposal.

Thanks to their proactive and collaborative methods, Freeport's recovery proceeded faster and more efficiently than anticipated. AshBritt set a high standard for disaster response operations, underscoring the importance of prepositioned contracts and a prepared partner in crisis situations.

Freeport is grateful for AshBritt. expertise, responsiveness, and commitment make them a vital resource in emergency response operations.

If you have any questions or would like further details about AshBritt's response during Hurricane Beryl, please do not hesitate to contact me.

Sincerely,

Christopher D. Motley
Fire Chief / EMC

Visit us online at www.freeport.tx.us
facebook.com/FreeportFire
fire@freeport.tx.us

Scott James Matheson
*Mayor*

# CITY of VALDOSTA, GEORGIA

# *PROCLAMATION*

**WHEREAS,** on Wednesday, August 30, 2023, Hurricane Idalia made landfall as a Category 3 Hurricane near Keaton Beach, Florida, causing storm surge inundation of 7 to 12 feet and widespread rainfall which caused flooding in Florida and throughout the Southeast; and

**WHEREAS,** Hurricane Idalia moved through Valdosta and Lowndes County as a Category 2 storm with maximum sustained winds of 105 miles per hour and poured approximately seven inches of rain into our community causing life-threatening flooding; and

**WHEREAS,** over a thousand power poles in Valdosta and Lowndes County were snapped and thousands of trees were uprooted leaving 97% of our community in the dark; and

**WHEREAS,** the City of Valdosta selected AshBritt, a national leader in disaster response and recovery operations, to assist our community in the aftermath of Hurricane Idalia; and

**WHEREAS,** AshBritt's response to this disaster was truly amazing as they moved in with self-loading grapple and Paul Bunyan trucks and began to remove the huge trees, limbs, and debris from the roadways; and

**WHEREAS,** AshBritt conducted their work with diligence, respect, integrity, and professionalism, and we will always be forever grateful for their assistance in helping our community return to normal after this disaster; and

**WHEREAS,** AshBritt also has a philanthropic arm that supports four primary areas which include Disaster Impacted Communities, Vocational Schools and Technical Training, Youth Education, and Mental Health, and they are to be commended for their generous donation to the Greater Valdosta United Way.

**NOW, THEREFORE,** I, Scott James Matheson, Mayor of the City of Valdosta, do hereby proclaim Tuesday, December 12, 2023 as

## ASHBRITT DAY

in Valdosta and call upon all citizens to join me as we honor this organization for the exceptional work they did in our community after Hurricane Idalia and thank them for their selfless service and dedication in helping to make Valdosta, once again, a great place to live, work, and play.

**SO PROCLAIMED,** this 12th day of December, 2023.

Scott James Matheson, Mayor
City of Valdosta, Georgia

# CITY OF VALDOSTA, GEORGIA

Certified City of Ethics

RICHARD L. HARDY
CITY MANAGER

May 23, 2024

Mr. Jason Haynie
Project Manager
AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Dear Mr. Haynie:

The purpose of this letter is to express our sincere appreciation and gratitude to AshBritt, Inc. for your assistance in removing tons of fallen trees and debris from the City of Valdosta streets and rights-of-way after a horrific storm with straight-line winds hit our community on March 27, 2024. AshBritt's response to this disaster was truly amazing as they moved in with their trucks and equipment to assist us in removing huge pine trees, limbs, and other storm debris from the roadways.

AshBritt conducted their work with diligence, respect, integrity, and professionalism, and we will always be forever grateful for their assistance in helping our community return to normal after this disaster.

Sincerely,

Richard Hardy
City Manager

tsb

Post Office Box 1125 • 216 East Central Avenue • Valdosta, GA 31603-1125
Telephone (229) 259-3500 • rhardy@valdostacity.com
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VALDOSTA
A City Without Limits

Lowndes County
Board of Commissioners
Bill Slaughter, Chairman

Joyce E. Evans, District 1
Scott Crenshaw, District 2
Mark Wisenbaker, District 3
Demarcus Marshall, Ph.D., District 4
Clay Griner, District 5

Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-

January 23, 2024

RE: Letter of Recommendation

To Whom It May Concern:

It is with great satisfaction that I extend this letter of recommendation for AshBritt. After Hurricane Idalia, AshBritt efficiently carried out hurricane debris removal services in Lowndes County. Over the past two years, under a contractual agreement, Lowndes County has maintained a highly positive and cooperative relationship with AshBritt.

Before Hurricane Idalia struck, the team at AshBritt maintained constant communication with our county staff. Following the hurricane, they swiftly positioned a representative in our Emergency Operation Center to formulate an action plan.

The level of professionalism demonstrated by AshBritt in the aftermath of Hurricane Idalia was outstanding. Their efforts enabled the opening two Debris Management Sites (DMS) across Lowndes County, covering various municipalities. Impressively, AshBritt managed the removal and processing of over 1.1 million cubic yards of debris while successfully implementing a program for leaners, hangers, and stumps across the county. Their senior project management and liaison teams were always responsive and collaborated seamlessly with our county staff in every project phase.

AshBritt's contribution significantly alleviated the challenges of a difficult situation. I am grateful for the ongoing professional relationship we share with them.

Sincerely,

**Ashley Tye**

GA-Professional Certified Emergency Manager
Emergency Management Director
Lowndes County Board of Commissioners

# Charlotte County Florida

## PROCLAMATION

**WHEREAS**, Ashbritt is now in its 30th year of operations for services including national rapid-response emergency management and logistics, pre-positioned debris management, debris removal, and related natural disaster activities; AshBritt is a national leader in disaster response and recovery services in terms of experience, capacity, quality of service, operational innovation, and financial strength; and

**WHEREAS**, through proficiency in natural disaster rapid-response emergency management and logistics, AshBritt has supported all of Charlotte County in emergency management recovery efforts, including debris removal, hauling and citizen drop off sites; and

**WHEREAS**, during the most recent natural disaster, Hurricane Ian, AshBritt immediately responded and mobilized, continuously communicated with Charlotte County staff starting prior to landfall, and assisted with removal of more than 4.7 million cubic yards of debris; and

**WHEREAS**, AshBritt has demonstrated its commitment to supporting Charlotte County in hiring local businesses first and strengthening the local workforce; and

**WHEREAS**, AshBritt continues to support local charities such as the Charlotte County Boys & Girls Club, Keep Charlotte Beautiful, the United Way of Charlotte County, the Charlotte County Sheriff's Office, and was a proud sponsor of Charlotte County's Centennial Gala; and

**WHEREAS**, AshBritt has provided work and supporting documentation to maximize FEMA reimbursements for all eligible services and materials totaling more than $79 million.

**NOW, THEREFORE, BE IT PROCLAIMED** that the month of June 2023 shall be known in all of Charlotte County as

***AshBritt Month***

and is congratulated for 30 years of business and 13 years of serving Charlotte County.

PASSED AND DULY ADOPTED this 23rd day of May 2023

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

Office of the County Manager
Mark Isackson
3299 Tamiami Trail East, Suite 202 • Naples Florida 34112-5746 • (239) 252-8383

April 25, 2022

Re: Reference for Ashbritt, Inc.

To Whom It May Concern:

The Board of County Commissioners approved AshBritt, Inc. (AshBritt), to provide disaster debris management and removal services for the 2017 hurricane season. AshBritt Inc. has been providing debris removal services for Collier County since the early 2000's. AshBritt has conducted 3 disaster debris removal projects for the County beginning with Hurricane Wilma. AshBritt has removed and managed over 4,500,000 cubic yards of disaster debris for the County. Since then, AshBritt has participated in numerous training and planning sessions with the County and is regularly engaged in the business of providing disaster debris removal services.

For the activation of Hurricane Irma in 2017, AshBritt provided exceptional and professional post-disaster debris collection, removal, and disposal services. AshBritt was able to provide immediate preemptive services that facilitated the overall success of the debris mission with no additional cost to the County. The county was divided into 58 work zones. Once activated, AshBritt quickly began with emergency road clearing services, which included 45 wheel loaders and over 100 chainsaw men. Following the road clearing, AshBritt began debris removal operations, over 40 tree crews removed more than 1,300 hazardous trees and over 22,000 hazardous limbs. Additionally, AshBritt included 128 generators, 352 chemical toilets, 2 shower facilities, 75 vacuum trucks, traffic signal inspections, fuel delivery, over 10,000 meals, temporary fencing, and raw sewage collection from overflowing manholes and lift stations.

With the tireless effort of the AshBritt's team, the county's six temporary debris staging sites and five residential storm debris drop-off locations were reviewed and surveyed. A complete restoration of all eleven sites was done in a timely manner. Debris was collected and disposed was in full compliance with FEMA rules and regulations, qualifying Collier County for maximum reimbursement of federal and state emergency funds. The County received 50 million dollars in reimbursements for the hurricane debris mission.

Office of the County Manager
Mark Isackson
3299 Tamiami Trail East, Suite 202 • Naples Florida 34112-5746 • (239) 252-8383

The collection and monitoring of approximately 3.6 million cubic yards from Hurricane Irma-generated debris was completed in 3 months, with the debris staging sites cleared shortly thereafter. AshBritt provided an excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA's guidelines to optimize the county's eligibility for reimbursement. AshBritt's contract pricing included stumps, collection, processing, and disposal. Hurricane Irma's debris recovery cost was estimated at $64 million dollars.

AshBritt also provided exceptional and professional debris collection and removal services following Tropical Storm Fay in 2008, collecting and disposing of an estimated 20,000 cubic yards of debris at an estimated cost of $403,500. In 2005, post Hurricane Wilma, Ashbritt provide debris collection, processing and disposal services collecting over 1 million cubic yards of debris, receiving reimbursements of $24 million from FEMA and the State of Florida, with only $1,000 disallowed due to rounding errors.

AshBritt was deployed in response to a severe windstorm that hit Collier County during the pre-dawn hours on January 17, 2016. AshBritt had skillful staff quickly mobilized for debris collection and removal, collecting and disposing of an estimated 44,032 cubic yards of debris at an estimated cost of $465,152 proving they can handle both major and minor storm events.

The AshBritt Environmental Team is one of the best debris recovery businesses in the industry. Having 29 years in public service, I can vow for their ability to resource any emergency event and ensure that FEMA guidelines are strictly adhered to. Both the FEMA Administration and the State of Florida have recognized Collier County Government as one of the best debris management teams' thanks in great part to our contractor, AshBritt Environmental Inc.

Respectfully,

Daniel R. Rodriguez, M.B.A., CFM
Deputy County Manager – Collier County

**Ken Hagan**
County Commissioner
District 2

March 13, 2023

RE: Letter of Recommendation

To Whom it May Concern:

I am pleased to write a letter of recommendation on behalf of AshBritt. AshBritt performed hurricane debris removal services for Hillsborough County following the aftermath of Hurricane Ian, and I am extremely pleased with their service quality.

Prior to landfall of Hurricane Ian, AshBritt staff was in constant communication with County staff. AshBritt also had an available representative, if needed, in the Emergency Operation Center immediately following the hurricane to develop a plan of action.

The professionalism AshBritt exhibited after Hurricane Ian was greatly appreciated. While the damage in our community was not as extensive as in the neighboring counties to the south of us, we did experience a significant amount of downed trees, property damage, and flooding. AshBritt was able to remove over 700,000 tons of debris and worked across the many diverse communities in Hillsborough County to complete the work. Senior project management and liaisons were always very responsive and worked well as a team with the county in all aspects of the project.

The project was extremely successful and should AshBritt's services be needed in the future we look forward to the opportunity to work with their team again. From previous hurricane experiences, AshBritt made a bad situation extremely manageable, and I continue to appreciate the working relationship we have with this company.

Sincerely,

Ken Hagan

Ken Hagan, Chairman
County Commissioner
District 2

County Center 601 E. Kennedy Blvd. 2nd Floor • Tampa, Florida 33602
Telephone (813) 272-5452 Fax (813) 272-7047
HaganK@HCFLGov.net • HCFLGov.net

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228.222.4390
www.diamondhead.ms.gov

December 6, 2021

To whom it may concern:

I am writing to recommend Ashbritt as a debris removal contractor for your city.

The City of Diamondhead recently pre-arranged our debris hauling contractor as well as FEMA consultant and debris monitoring firms. We had to activate this contract once for Hurricane Ida, and Ashbritt was professional in helping us clean our streets.

Although I hope we do not need their services any time soon, I am comforted to know that Ashbritt is part of our team in the event of a disaster.

If you have any questions, please contact me at 228-222-4626.

Sincerely,

Michael J. Reso
City Manager

# BOARD OF COUNTY COMMISSIONERS
# GULF COUNTY, FLORIDA

FROM THE DESK OF
**Austin Horton, Mosquito Control Director**

725 Knowles Ave., Port St. Joe, Florida 32456
PHONE: (850) 227-1401/639-5754 • FAX (850) 665-3429
WEBSITE: www.gulfcounty-fl.gov • EMAIL: ahorton@gulfcounty-fl.gov

To Whom It May Concern:

I am writing this letter to thank your company, AshBritt Environmental, for the job well done in the removal of debris from waterways in Gulf County through the USDA's NRCS Grant during the year 2020. During the 5-month span of the project, AshBritt Environmental demonstrated efficiency and dedication to complete work, which will greatly benefit the residents of Gulf County in many aspects.

In spite of the flooding associated with Hurricane Sally, your team was able to complete the project in a timely manner. The attention to detail shown by your team, resulted in a job well done.

Project managers Bob Hewett and Brett Postelli exhibited a can-do, willing to serve attitude that made the project a pleasure to be a part of. They were both very professional in any dealings with Gulf County and displayed genuine concern and interest to provide Gulf County with the very best product that could be provided.

Again, I would like to express the gratitude that we have for AshBritt in giving this project a 100% effort in helping to restore waterflow to some of the major ditches throughout Gulf County that was left from the destruction that Hurricane Michael caused.

Feel free to contact me any time.

Sincerely,

DAVID RICH
District 1

WARD McDANIEL
District 2

PATRICK FARRELL
District 3

SANDY QUINN
District 4

PHILLIP McCROAN
District 5

**FLORIDA DEPARTMENT OF Environmental Protection**

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

**Ron DeSantis**
Governor

**Jeanette Nuñez**
Lt. Governor

**Noah Valenstein**
Secretary

September 23, 2020

Mr. Dow Knight
Senior Vice President
AshBritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

RE: Letter of Recognition – Econfina Creek, Hurricane Michael, Waterway Debris Project

Dear Mr. Knight,

In response to Hurricane Michael, which made landfall October 11, 2018, AshBritt was provided a notice to proceed on February 1, 2019, from the State of Florida's Department of Environmental Protection to perform waterway debris removal operations along a 14-mile segment of Econfina Creek in Northwest Florida.

AshBritt's operations started on February 4th, with a kick-off meeting with the Department's project management team, waterway debris removal crews, state and federal representatives to review scopes of work, approaches and methodology, debris monitoring, and state and federal guidelines. The creek segment was divided into 7 sectors, and each sector was assigned a debris removal crew. In total, roughly 82,000 cubic yards of vegetative debris was collected from the waterway, transported to one of the six access points using shallow draft grapple barges, offloaded and transferred into grapple trucks, and hauled to a permitted disposal facility. The Department, through its monitoring firm, employed an Automated Debris Management System to track the debris from origin to final disposal.

The Econfina Creek waterway debris clean-up project was handled efficiently with care given to limiting damage to the fragile habitat, addressing boater safety and citizen's concerns, and maximizing debris removal within budget. The Department was able to receive full reimbursement from FEMA for this clean-up project and appreciates Ashbritt's ongoing communication, timely reporting and professional efforts throughout the project.

Please accept this letter of recognition of AshBritt' efforts regarding the clean-up of the Econfina waterway debris and we will continue to work with you on our current contract with your firm.

Sincerely

Scott Woolam
Senior Program Analyst
Division of State Lands

/sew

EMERGENCY MANAGEMENT
WALTON COUNTY

April 28, 2020

Ashbritt, Inc.
Mr. Matt Gierden, Vice President
565 East Hillsboro Blvd
Deerfield Beach, FL

Subject: Waterway Debris Removal - Hurricane Michael

Dear Mr. Gierden,

I would like to take a moment to thank and extend our appreciation to you and the entire Ashbritt staff who assisted in the waterway debris removal from Clay's Bayou following hurricane Michael.

In October of 2018, Hurricane Michael gave mild to moderate impacts to Walton County. Our Public Works Department was able to handle all the debris that was left behind except for approximately 400 – 500 cubic yards of debris in Clay's Bayou, a non-navigable waterway.

Since this was a non-navigable waterway, FEMA refused to let us put this in as a PA project. After 17 months, emails, phone calls, and constant requests for documentation assistance from you, we were able to get the project funded by NRCS under the EWP program.

You, Bob Hewitt, Mark Dotson, and Kevin Spindler did an amazing job during the recovery process. Your assistance and the assistance of your team was phenomenal! The patience and help you gave us ensured the process moved along seamlessly.

This was the first project that Walton County has worked with Ashbritt on and this was by far the best partnership we have experienced. The communication and commitment to ensure debris removal was completed as fast as possible so that our residents could start using the waterway for kayaking and to help restore the area back to its natural habitat was outstanding.

Should Walton County need assistance in the future we would seek out the help of Ashbritt. On behalf of Walton County, I would like to thank Ashbritt Environmental, Mr. Gierden and all the other employees who assisted my County during our time of need. Thank you for your dedication, commitment and excellent customer service you provided during this event.

If you have any questions, please feel free to contact me at jeff@waltoncountyem.org or 850-307-4121.

Respectfully,

Jeffrey M. Goldberg, FPEM, FMI
Director
Walton County Emergency Management

75 South Davis Lane DeFuniak Springs, FL 32435
(850) 892-8065

JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service

THOMAS F. O'BRIEN
Director of Public Service

Ashbritt, Inc.
Attn: Mr. Matt Gierden, Vice President
565 East Hillsboro Blvd
Deerfield Beach, FL

1/13/2020

Subject: Debris Removal – Hurricane Dorian

The City of Charleston would like to take a moment to thank and extend our appreciation to the entire Ashbritt staff who assisted in the City's debris removal following hurricane Dorian.

On September 5th 2019 Hurricane Dorian impacted the City of Charleston and left a significant amount of debris in its wake. Due to the amount of debris left behind from Dorian the City of Charleston decided to participate in Charleston County's debris removal contract. On September 6th Matt Gierden of Ashbritt Environmental was already in contact with city officials and had begun the staging of debris removal equipment while the city began the process of debris removal and started hauling debris to our storage site at Sumar St.

Matt Gierden, Dilla Camacho and Geno Hernandez did an amazing job during the recovery process. Mr. Gierden and Mrs. Camacho attended our morning meetings every day answering any questions we had and addressing any concerns that may have come up from the previous day. Mr. Gierden and Mrs. Camacho were in constant contact with the City of Charleston throughout each day to ensure the process moved along seamlessly.

The City of Charleston has worked with Ashbritt on previous events and this was by far the best partnership we have experienced. The communication and commitment to ensure debris removal was completed as fast as possible so that our city could get back to normal was outstanding.

Should the City of Charleston need assistance in the future we would seek out the help of Ashbritt. The City of Charleston also would like to thank Ashbritt Environmental, Mr. Gierden and all of the other employees who assisted the city during our time of need. Thank you for your dedication, commitment and excellent customer service you provided during this event.

Michael Metzler
Interim Director, Public Service
City of Charleston

2 George Street, Suite 2100, Charleston, SC 29401-3506 · Phone (843) 724-3754 · fax (843) 973-7261

**CITY OF CALLAWAY**
CITY HALL
6601 EAST HIGHWAY 22, CALLAWAY, FL 32404
PHONE 850-871-6000 • FAX 850-871-2444
WWW.CITYOFCALLAWAY.COM

MAYOR
PAMN HENDERSON

COMMISSIONERS
SCOTT DAVIS
DAVID GRIGGS
RON FAIRBANKS
MIKE JONES

November 11, 2019

AshBritt, Inc.
Attn: Mr. Matt Gierden, Vice President
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Subject: Debris Removal - Hurricane Michael

I just wanted to take a moment to thank you and extend my sincere appreciation for all of your personnel and crews on the outstanding assistance they provided with the debris removal from Hurricane Michael.

Bob Hewett did an outstanding job of managing the recovery process for the City of Callaway. Not only did he keep me updated with the constant communication, but he also went above and beyond to address any questions or concerns. He is true professionals that made this process seamless.

Should we need debris removal support in the future, I would actively seek AshBritt's assistance and request Matt Gierden & Bob Hewett as my project managers. Their actions exemplify dedication and commitment to excellent customer service.

If you have any questions, you can contact me at (850)-871-6000 or by email at citymanager@cityofcallaway.com.

Sincerely,

*Ed Cook*
City Manager
City of Callaway

FIRE DEPARTMENT
P: 850-871-5300
F: 850-871-5564

LEISURE SERVICES
P: 850-874-0031
F: 850-874-9977

PLANNING / CODE ENFORCEMENT
P: 850-871-4672
F: 850-871-2404

PUBLIC WORKS
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F: 850-871-2416

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F: 850-874-0706

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Storm Water Management
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843-588-2477
elutz@cityoffollybeach.com

## Department of Public Works

AshBritt, Inc.
Attn: Mr. Matt Gierden, Vice President
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

10/30/2019

Subject: Debris Removal - Hurricane Dorian To Whom It May Concern

I just wanted to take a moment to thank you and extend my sincere appreciation for all of your personnel and crews for the outstanding assistance they provided with the debris removal from Hurricane Dorian.

Geno Hernandez and Trey Davis did an outstanding job of expediting the recovery process. Not only did they keep me updated with the constant communication, but they also went above and beyond to address any citizen questions or concerns. They are true professionals and made this process seamless.

This project has been our second opportunity to work with AshBritt, the first one being after Hurricane Matthew in 2016. We could not have asked for a more professional team to work with as we quickly and efficiently put the City of Folly Beach back together with an impressively short recovery period.

Should we need debris removal support in the future, I would actively seek AshBritt's assistance and request Matt Gierden, Geno Hernandez, and Trey Davis as my project managers. Their actions exemplify dedication and commitment to excellent customer service.

If you have any questions, you can contact me at (843) 708-9982 or by email at elutz@cityoffollybeach.com.

Sincerely,

Eric Lutz CBO, CFM
Director Public Works

JIPSD
James Island Public Service District
*Dedicated to Public Service Excellence*

October 14, 2019

Ashbritt, Inc.
Mr. Eugenio "Geno" Hernandez, Project Manager
Mr. Matt Gierden, Vice President
565 E. Hillsboro Blvd.
Deerfield Beach, Fl 33441

RE: Debris Removal – Hurricane Dorian

Gentlemen:

I just wanted to take a moment to thank you both and all of your crews, equipment operators and laborers for the outstanding assistance they provided with the debris removal from Hurricane Dorian.

Geno did an outstanding job staying in touch with myself and Mr. Hood at all times keeping us updated on daily progress. On the rare occasion he wasn't available by phone he called back within minutes. Geno also did a great job keeping up with the debris from the staging site and making sure it was clean every Friday.

We greatly appreciated your flexibility and your attention to detail. It did not go unnoticed by the residents that we serve.

Both of you were a pleasure to work with, and we hope if needed in the future we will have the ability to work together again.

Sincerely,

Walter Desmond
Director of Solid Waste Services

1739 Signal Point Road | P.O. Box 12140 | Charleston, SC 29422-2140 | P 843-795-9060 | F 843-762-5240 | www.jipsd.org

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# Town of Meggett

Harry V. "Buster" Herrington III
Mayor

Stephanie Smith, Town Administrator
W. Andrew Gowder, Jr., Town Attorney
Ali Ravenel, Town Clerk

Tommy Butler, Mayor Pro Tem
Tom Hutto, Council Member
Keith McCarty, Council Member
Angela Watts, Council Member

September 27, 2019

AshBritt, Inc.
Mr. Jason Haynie, Project Manager
Mr. Matt Gierden, Vice President
565 E. Hillsboro Boulevard
Deerfield Beach, Fl 33441

RE: Town of Meggett, Debris Removal
Hurricane Dorian

Dear Mr. Haynie and Mr. Gierden,

The debris removal in Meggett, SC by AshBritt, Inc. was completed in the time frame promised. Mr. Gierden, Mr. Haynie and their crews were professional and easy to work with through the debris removal process. They were available when contacted and quickly addressed our concerns. Mr. Haynie contacted my office when specific concerns were addressed and to verify our satisfaction for the work performed by their crew.

Additionally, their crews had to work amongst a bridge replacement crew and utility line tree trimming operations. They did so in a professional manner and keep their goal in front of them through, what I am sure were, obstacles created by the extra presence in our town.

Sincerely,

Stephanie Smith

Stephanie Smith
Town Administrator – Meggett, SC

4776 Hwy 165, Meggett, SC 29449 phone 843-889-3622 fax 843-889-6873

**From:** Vickie Gainer <vgainer@cityoflynnhaven.com>
**Date:** October 8, 2019 at 8:17:41 AM EDT
**To:** Bob Hewett <bhewett@ashbritt.com>
**Cc:** Bobby Baker <bbaker@cityoflynnhaven.com>, Dow Knight <dow@ashbritt.com>, Matt Gierden <matt@ashbritt.com>, Luciano Costa <lcosta@ashbritt.com>, "Gresenz, Bob" <Bob.Gresenz@tetratech.com>
**Subject: RE: Lynn Haven NRCS Waterways and Ditch Completion**

Bob, thank you. You and your crew have done an outstanding job. The City of Lynn Haven is better because of your tireless efforts.

Best,
Vickie

*Vickie L. Gainer*
Acting City Manager
825 Ohio Avenue
Lynn Haven, FL 32444
Phone: 850.265.2121 ext. 112
vgainer@cityoflynnhaven.com
www.cityoflynnhaven.com

*"Flexible people don't get bent out of shape."*

1

PATRICK M. O'NEIL
MAYOR

TOWN COUNCIL
CHAUNCEY CLARK, MAYOR PRO TEM
SARAH CHURCH
GREG HAMMOND
TIM REESE
BACHMAN SMITH, IV
KAYE SMITH

# TOWN OF SULLIVAN'S ISLAND

ANDY BENKE
TOWN ADMINISTRATOR

JASON BLANTON
DEPUTY ADMINISTRATOR/COMPTROLLER

LAWRENCE A. DODDS
TOWN ATTORNEY

GREG GRESS
WATER AND SEWER MANAGER

JOE HENDERSON
DIRECTOR OF PLANNING AND ZONING

CHRISTOPHER GRIFFIN
CHIEF OF POLICE

COURTNEY LILES
TOWN CLERK

RANDY ROBINSON
BUILDING OFFICIAL

M. ANTHONY STITH
FIRE CHIEF

October 11, 2019

Mr. Matt Gierden, Vice President
Mr. Eugenio "Geno" Hernandez, Project Manager
**Ashbritt, Inc.**
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

In reference: Debris Removal

Dear Messrs. Gierden and Hernandez,

It is with great pleasure that I send this note of appreciation thanking both of you, your crews, administrators, mechanics, and all involved at AshBritt who made it possible to provide the support and assistance afforded Charleston County for debris removal on Sullivan's Island following Hurricane Dorian.

As noted, Sullivan's Island is a small littoral municipality that funds its services on ad valorem property taxes. Additionally, Sullivan's Island is a community where residents take great pride in the appearance of their property. Once FEMA made the declaration to assist municipalities with the debris cleanup there was great interest in restoring the Island to its pre-storm order. To that end the Town is very thankful for your quick response to remove the debris and to do so quickly, efficiently and without disturbance to the right-of-way.

Following declaration, I was in daily communication with Joe Neris who was very responsive to all of my requests for assistance. The work was done as explained and on time. The Ashbritt team was a pleasure to work with during a very stressful time following this natural disaster.

Once again, thank you for the outstanding effort on Sullivan's Island.

With kind regards, I am

Very truly yours,

TOWN OF SULLIVAN'S ISLAND

Andy Benke

Andy Benke

Town Administrator

WWW.SULLIVANSISLAND.SC.GOV
P.O. BOX 427 • SULLIVAN'S ISLAND, SC 29482
(843) 883-3198 • FAX (843) 883-3009

SAPSD
St. Andrews Public Service District

October 9, 2019

Ashbritt, Inc.
Mr. Eugenio "Geno" Hernandez, Project Manager
Mr. Matt Gierden, Vice President
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

RE: Debris removal - Hurricane Dorian

Gentlemen:

I just wanted to take a minute to thank both of you and all of your crews, administrators, mechanics, and everyone involved at AshBritt who made it possible for you to provide the support and assistance that was afforded Charleston County, specifically St. Andrews Public Service District, following Hurricane Dorian.

As I personally shared with each of you, SAPSD is a very small, frugal, and cost effective government servicing approximately 22,000 residents West of the Ashley. Our sole revenue source is property taxes. Period. As a result, we must be very financially responsible, which is why we requested minimal assistance from AshBritt until President Trump/FEMA made the declaration to assist municipalities with the debris cleanup.

I appreciate your flexibility in working with us prior to the declaration in a manner that was best for our residents in the interest of cost. I am also very thankful for your quick response when assistance was needed with the extremely large trees and of course, clearing the area on North Westchester daily.

Following declaration, I was in daily communication with Gino and he was very responsive to all of my requests for assistance, including several idiosyncrasies within the district. Matt, you and Gino were a pleasure to work with during a very stressful time following this natural disaster.

Again, thank you for all you have done and hopefully will continue to do as long as you are here in Charleston County helping us keep West Ashley clean!!

Sincerely,

St. Andrews Public Service District

Christie Holderness

CEO/District Manager

Address: 1775 Ashley River Road Charleston, SC 29407 Phone: 843-556-6310 Fax: 843-769-2404 www.standrewspsd.org

Mount Pleasant
SOUTH CAROLINA

AshBritt Environmental
Mr. Matt Gierden, Vice President
Mr. Joe Nerris, Project Manager
565 East Hillsboro Blvid
Deerfield Beach, FL 33441

Subject: Debris Removal- Hurricane Dorian

To Whom It May Concern,

Please extend my sincere and personal appreciation to everyone involved at AshBritt Environmental who made it possible for you to provide the outstanding service with debris removal following Hurricane Dorian's aftermath.

Dorian skimmed the South Carolina coast on September 4th and 5th 2019. As part of Charleston County's emergency debris removal contract, Matt Gierden of AshBritt Environmental was in contact with Town officials on September 6th and was staging debris removal equipment on September 7th. Initial coordination took place between the Town and Matt, who then assigned Joe Neris as the Project Manager for the area east of the Cooper River.

Joe seamlessly integrated AshBritt's resources into the Town's debris removal efforts. He is a true professional who provided sound advice, based on his years of experience with natural disasters.

Joe attended a daily coordination meeting with Town staff where we synchronized the efforts of Town Waste Management Division crews and the crews provided by AshBritt. We divided the Town into sectors and cleared debris by neighborhood, ensuring debris was removed in an efficient and timely manner.

Joe also supervised the temporary Debris Management Site that the Town established for the town/county's debris removal efforts. This site was incredibly efficient and processed 103,805 Cubic Yards of Debris while keeping the facility clean and orderly.

This has been our second opportunity to work with Matt and Joe, the first one being after Hurricane Mathew in 2016. We could not have asked for a more professional team to work with as we tried to put the Town of Mount Pleasant back together after the storms.

Should we need debris removal support in the future, I would actively seek AshBritt Environmental's support and request Matt Gierden and Joe Neris to work with. Their actions exemplify dedication and commitment to excellent customer Service.

Many thanks for a job well done.

If you have any questions, you can contact me at (843) 849-2022 or by email at jpeele@tompsc.com.

Sincerely,

Jody Peele
Director, Public Services Department
Town of Mount Pleasant, SC

100 ANN EDWARDS LANE. MOUNT PLEASANT. SC 29464 TEL: (843) 884.8517 WWW.TOMPSC.COM

Collier County
Public Utilities Department

October 8, 2020

To Whom It May Concern:

The Board of County Commissioners approved AshBritt, Inc. (AshBritt), to provide disaster debris management and removal services for the 2017 hurricane season. Ash Britt Inc. has been providing debris removal services for Collier County since the early 2000's. AshBritt has conducted 3 disaster debris removal projects for the County beginning with Hurricane Wilma. AshBritt has removed and managed over 4,500,000 cubic yards of disaster debris for the County. Since then, AshBritt has participated in numerous training and planning sessions with the County and is regularly engaged in the business of providing disaster debris removal services.

For the activation of Hurricane Irma in 2017, AshBritt provided exceptional and professional post-disaster debris collection, removal, and disposal services. AshBritt was able to provide immediate preemptive services that facilitated the overall success of the debris mission with no additional cost to the County. The county was divided into 58 work zones. Once activated, AshBritt quickly began with emergency road clearing services, which included 45 wheel loaders and over 100 chainsaw men. Following the road clearing, AshBritt began debris removal operations, over 40 tree crews removed more than 1,300 hazardous trees and over 22,000 hazardous limbs. Additionally, AshBritt included 128 generators, 352 chemical toilets, 2 shower facilities, 75 vacuum trucks, traffic signal inspections, fuel delivery, over 10,000 meals, temporary fencing, and raw sewage collection from overflowing manholes and lift stations.

With the tireless effort of the AshBritt's team, the county's six temporary debris staging sites and five residential storm debris drop-off locations were reviewed and surveyed. A complete restoration of all eleven sites was done in a timely manner. Debris was collected and disposed was in full compliance with FEMA rules and regulations, qualifying Collier County for maximum reimbursement of federal and state emergency funds. The County received 50 million dollars in reimbursements for the hurricane debris mission.

Administration • 3339 Tamiami Trail East, Suite 301 • Naples, Florida 34112-5361 • 239-252-2540 • FAX 239-252-6474

Collier County
Public Utilities Department

The collection and monitoring of approximately 3.6 million cubic yards from Hurricane Irma-generated debris was completed in 3 months, with the debris staging sites cleared shortly thereafter. AshBritt provided an excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA's guidelines to optimize the county's eligibility for reimbursement. AshBritt's contract pricing included stumps, collection, processing, and disposal. Hurricane Irma's debris recovery cost was estimated at $64 million dollars.

AshBritt also provided exceptional and professional debris collection and removal services following Tropical Storm Fay in 2008, collecting and disposing of an estimated 20,000 cubic yards of debris at an estimated cost of $403,500. In 2005, post Hurricane Wilma, Ashbritt provide debris collection, processing and disposal services collecting over 1 million cubic yards of debris, receiving reimbursements of $24 million from FEMA and the State of Florida, with only $1,000 disallowed due to rounding errors.

AshBritt was deployed in response to a severe wind storm that hit Collier County during the pre-dawn hours on January 17, 2016. AshBritt had skillful staff quickly mobilized for debris collection and removal, collecting and disposing of an estimated 44,032 cubic yards of debris at an estimated cost of $465,152 proving they can handle both major and minor storm events.

The AshBritt Environmental Team is one of the best debris recovery businesses in the industry. Having 29 years in public service, I can vow for their ability to resource any emergency event and ensure that FEMA guidelines are strictly adhered to. Both the FEMA Administration and the State of Florida have recognized Collier County Government as one of the best debris management teams' thanks in great part to our contractor, AshBritt Environmental Inc.

Respectfully,

Daniel R. Rodriguez, M.B.A., CFM
Public Utilities Deputy Department Head
Cell: (239) 253-0866

Administration • 3339 Tamiami Trail East, Suite 301 • Naples, Florida 34112-5361 • 239-252-2540 • FAX 239-252-6474

Collier County
Public Utilities Department
Solid & Hazardous Waste Management Division

July 23, 2020

Dear Mr. Gierden,

On behalf of the Public Utilities Department's Solid and Hazardous Waste Management Division, I would like to thank you for your time and presentation on Wednesday, July 22, 2020. Your understanding of debris management and post-disaster cleanup is invaluable. The experience and expertise you shared demonstrated a valued and clear understanding of how to step into action during a catastrophe.

Your presentation was thorough and, well put together. With your guidance and ability to quickly offer solutions to ensure the County's fiscal responsibility to achieve maximum FEMA reimbursement was evident. Collaboration with the debris monitoring team, Tetra Tech, demonstrates you share the County's values and have the County's best interest in the forefront.

I understand from the Irma experience the County values Ashbritt as a reliable and trustworthy resource. It is because of people like you and your team that Collier County safely and swiftly offer relief to the county constituents, maintaining Collier County the best place to live, work, and play.

Respectfully,

Kari Hodgson

Kari Ann Hodgson, P.E.
Division Director
Solid & Hazardous Waste Management Division
Collier County Public Utilities Department

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

February 21, 2018

To: Whom it May Concern

From: John Archambo, Director
Customer Relations

**Subject: Ashbritt, Inc. Emergency Debris Management Services**

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Palm Beach County was impacted by Hurricane Irma on Sunday, September 10, 2017, which generated approximately 3 million cubic yards of storm debris to be collected, reduced and transported to a final disposal (recycling) destination.

The Solid Waste Authority of Palm Beach County (SWA) is the agency responsible for the cleanup of storm debris impacting the County. Ashbritt, Inc. played a key role removing, processing and transporting eligible storm debris material to a final destination in a very safe and timely manner. They also operated temporary debris disposal sites in a safe and efficient manner.

Ashbritt, Inc.'s constant communication before, during and after Hurricane Irma provided a true sense of confidence in the task before us. They are a proven and experienced disaster response team that will exceed a customer's expectations at every turn. Ashbritt, Inc.always provides a very high quality team of managers that communicate and organize an outstanding cleanup effort.

The Ashbritt, Inc.team are also well aware of all FEMA eligibility requirements, responding immediately to any and all challenges presented during a natural disaster.

It is truly a pleasure working with the Ashbritt, Inc.team and I can assure you this company will not disappoint.

You may feel free to contact me at 561-697-2700, ext 4725 if you require any further information.

7501 North Jog Road, West Palm Beach, Florida 33412 • (561) 640-4000 • FAX (561) 640-3400
Customer Information Services: (561) 697-2700 • Toll-Free: 1 (866) 792-4636

Recycled Paper

# CITY OF HOLLY HILL

The City with a Heart
1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
www.hollyhillfl.org

**Building, Zoning, Licensing & Inspections**
386-248-9442
Fax 386-248-9498

**City Clerk**
386-248-9441
Fax 386-248-9448

**City Manager**
386-248-9425
Fax 386-248-9448

**Economic Development**
386-248-9444
Fax 386-248-9446

**Finance**
386-248-9427
Fax 386-248-9497

**Human Resources**
386-248-9440
Fax 386-248-9448

**Information Technology**
386-248-9459
Fax 386-248-9448

**Public Works**
386-248-9463
Fax 386-248-9499

**Utility Billing**
386-248-9432
Fax 386-248-9458

**Mayor & City Commission**
386-248-9441
Fax 386-248-9448

July 13, 2017

Mr. Ralph Dahlgren
Ash Britt Environmental
565 East Hillsboro Blvd.
Deerfield Beach, Florida 33441

Re: Letter of Recommendation

Dear Ralph,

I want to take this opportunity to thank you and all those involved with Ash Britt Environmental for the fantastic job done cleaning up our City as a result of Hurricane Matthew.

Prior to the storms arrival on Friday October 7, 2016, you maintained contact with me to let me know you were closely monitoring Matthew's storm track and that Ash Britt Environmental was ready and prepared to assist our City when called upon. As it became evident that Holly Hill was in the direct path of the storm, our contract with you was activated and true to your word you arrived the next day.

Beginning with the 72 hour push and continuing right on through until the last limb was picked up, Ash Britt Environmental was on the job every single day. For more than 3 months, working 7 days a week sun up to sun down, your crews worked diligently removing debris expeditiously and efficiently. The debris was hauled to our Debris Management Site (DMS) where it was ground and chipped to be hauled to its final resting place. I especially want to thank Mr. John Nobile Sr. for his efforts overseeing the DMS operations and his coordination with City Staff working to clean our City.

I greatly appreciate the hard work and dedication of Ash Britt Environmental assisting in our recovery from Hurricane Matthew and would not hesitate to utilize your services again if necessary. Thanks again for everything you do!

Sincerely,

Mark T. Juliano, PWLF
Public Works Director
The City of Holly

Providing a safe, vibrant, affordable and diverse community in which all generations may enjoy a secure quality of life.

**BEAUFORT COUNTY PUBLIC WORKS**
**Solid Waste and Recycling**
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2800 Facsimile (843) 255-9435

July 17, 2017

Mr. John Noble
Ashbritt Environmental Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Dear Mr.Noble:

I am writing to express my appreciation for the performance of the entire team from Ashbritt in the marine debris removal operations for Hurricane Matthew. As our marine debris removal firm the level of support and professional performance provided has been outstanding. My direct points of contact with your firm were Project managers Dan Strode at the beginning and Blake Riley. Both supported the County in an outstanding manner. They are both professional in all respects and helped to establish a high standard for compliance. On a personal level, Blake was extremely responsive to answer any questions and provide the assistance I required. As the Debris Manager I am not exaggerating when I state that without his diligence, knowledge, and ability to gain the cooperation within the team we would not have been as effective. I am sure you are aware of the challenges presented in just dealing with 6-8 foot tide changes every 6 hours. All observers of our operation remarked that "Beaufort County had their operation together". Blake played a huge part in making that happen.

Providing Ralph Dahlgren to assist with the process allowed the County to get a jump on a difficult task. Ralph provided essential high level technical support and coordination for the debris removal operation. His experience and knowledge enabled the entire team to work seamlessly. His professionalism, personality and ability to communicate with our citizens kept things moving smoothly. Ralph handled the most difficult situations with ease which I sincerely appreciated. His ability "To Make the Noise Stop" was exceptional. I would also be remiss if I did not mention your safety officer Brett Postelli who did an outstanding job in all respects.

Bottom line, Ashbritt did an exceptional job and I am thankful for each member of your team. You completed a very difficult project with superlative results and continue to provide us with excellent customer service. I am forwarding a copy of this letter to our Administration and Purchasing Department for future reference.

Regards

James S. Minor Jr.

JAMES S. MINOR, JR
SOLID WASTE / DEBRIS MANAGER

JAMES W. CAMPO, CFP
Mayor

PAUL LUGER
Vice Mayor

VINCENT N. BARILE
Commissioner

FRANK FENDER
Commissioner

DAN MORRIS
Commissioner

# TOWN OF SEWALL'S POINT

PAMELA MAC'KIE WALKER
Town Manager

LAKISHA Q. BURCH, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JOHN ADAMS
Building & Facilities Director

April 21, 2017

Mr. Randal Perkins
AshBritt Environmental
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Re: Mr. Chris Holsinger

Dear Mr. Perkins:

As you know, the Town of Sewall's Point recently utilized the services of AshBritt Environmental for the cleanup of our town following Hurricane Matthew. We are very grateful for the services performed by your company, but particularly appreciate of the guidance and expertise we received from Mr. Chris Holsinger.

Having served in various executive capacities in local and regional government agencies for many years, I have had the opportunity to work with many knowledgeable professionals in a wide variety of capacities. Mr. Holsinger's expertise and proficiency, however, were notably remarkable. In every conversation with Chris, with every problem or concern that arose, Chris had the solution. And not only did he know the answer, he could quote the section and verse of the code that supported his position.

In the pitfall-laden world of FEMA reimbursement, having a person with the knowledge and expertise of Chris Holsinger was immeasurably reassuring. I could not let the opportunity pass to commend you for providing such outstanding service to the Town of Sewall's Point, and to congratulate you on having a consummate professional in the person of Chris Holsinger representing your company during the challenging times of disaster recovery.

Very truly yours,

Pamela Mac'Kie Walker
Town Manager

One South Sewall's Point Road, Sewall's Point, Florida 34996
Town Hall (772) 287-2455 • Fax (772) 220-4765 • E-Mail: pwalker@sewallspoint.org
Police Department (772) 781-3378 • Fax (772) 286-7669 • E-Mail: sppd@sewallspoint.org

SCDOT
South Carolina
Department of Transportation

March 17, 2017

AshBritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441

Subject: AshBritt's Past Performance Providing Disaster Debris Management to the South Carolina Department of Transportation

To Whom It May Concern:

In October of 2016, Hurricane Matthew brought high winds and heavy rainfall to South Carolina. The effects of this hurricane resulted in flooding and wind damage resulting in many downed trees; breached dams; and rivers that burst their banks washing away roads, bridges, and flooding homes. As a result, the South Carolina Department of Transportation (SCDOT) activated AshBritt's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Dillon, Dorchester, and Marlboro counties.

AshBritt quickly mobilized and began debris management operations. The project team was accessible, responsive, knowledgeable, and professionally implemented a recovery plan. The AshBritt team has been flexible and able to address evolving project plans, and successfully executed the scope of work in each assigned county.

We appreciate AshBritt's continued support with post-event clean-up and are pleased to have them as a part of our disaster response and recovery team. Please feel free to use this letter as a positive recommendation attesting to AshBritt's ability to successfully provide disaster debris management services.

Sincerely,

David B. Cook, PE
State Maintenance Engineer
(803) 737-1290

Post Office Box 191
Columbia, South Carolina 29202-0191

Phone: (803) 737-2314
TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

February 24, 2017

Dear Sir/ Madam,

I am writing this letter to recommend the services of AshBritt. During this past hurricane season we were hit by Hurricane Matthew. It had a serious impact on our community and brought significant damage to the City.

From the beginning, AshBritt was knowledgeable and helpful with many aspects of reimbursement through FEMA. Specifically, Dow Knight made sure we were on the path to have things done right the first time. He assisted greatly in the finalization of our contract and worked tirelessly to get the ball rolling.

AshBritt sent professionals to work in our community. They were adamant about being notified of any concerns and never complained when we sent more work their way. Project managers were diligent about checking in and keeping us up to date with progress. AshBritt fulfilled each detail of their contract and went above and beyond with their service. If you need a disaster professional, then I would highly recommend them to you.

Best Regards,

Matthew E Saxon

Matthew E. Saxon

Assistant City Manager

City of Pooler

# CHATHAM COUNTY
# DEPARTMENT OF PUBLIC WORKS

*Robert W. Drewry*
*Director*

*William E. Wright*
*Deputy Director*

March 30, 2017

Mr. John Noble
AshBritt Inc.
565 E. Hillsboro Boulevard
Deerfield Beach, FL 33441

Dear Mr.Noble,

On October 11, 2016 Chatham County issued your Notice to Proceed to remove debris as a result of Hurricane Matthew. Your company deployed resources immediately and when all was said and done, AshBritt collected and processed more than 1.6M cubic yards of vegetative debris over a 130 day period. The volume of debris from this storm far exceeded our expectations.

Chatham County was extremely pleased with the response from AshBritt. Project Manager Dow Knight was always professional, thorough, organized and responsive. As you know, demands and expectations from the public are high during difficult situations. Under immense pressure AshBritt remained respectful and steadfast from beginning to end.

On behalf of Chatham County, I thank you for the work AshBritt performed for our citizenry and I appreciate the significant amount of work it took to complete this project.

Sincerely,

Robert W. Drewry

*"Dedicated and Committed"*

**P.O. Box 8161• Savannah, GA • 31412 • (912) 652-6840 • FAX (912) 652-6845**
**http://publicworks.chathamcounty.org**

# CHATHAM COUNTY
# DEPARTMENT OF PUBLIC WORKS
# AND PARK SERVICES

Robert w. Drewry
Director

William Wright
Deputy Director

**February 9, 2017**

Ash Britt

Re: Gratitude and Thanks

Ash Britt:

I am writing this letter to express my gratitude. Now that this experience is all but behind us, I have had a moment to reflect back at the work that you (Dow Knight) and Ash Britt have accomplished. I truly believe that Chatham County fared well due to you and the Ash Britt's teams extraordinary efforts. I know that it is truly a team effort. After seeing you and your crew in action it is easy to understand why you are regarded with such high standards. You have a way of working with everyone from the guys in the field all of the way up the department heads and even the commissioners when called upon.

It is evident that you are a seasoned vet and very knowledgeable within your area of expertise. It has been a pleasure working with you and Ash Britt. Although I hope that the County doesn't have to go through this again, I know that as long as Ash Britt and you are onboard the County will have nothing less than expedient first class service.

Thanks for all that you did for Chatham County and good luck with all of your endeavors.

*Sincerely,*
*Marc Ginsberg*
*Debris Operations Project Manager*
*Chatham County Public Works*

7226 Varnedoe Drive • P.O. Box 8161 • Savannah, Ga 31412-8161 • (912) 652-6840 • FAX (912) 652-6845

**St. Johns County Board of County Commissioners**
Public Works | Engineering Division

***January 13, 2017***

RE: Recommendation – AshBritt Environmental, Inc.

AshBritt Environmental, Inc.
565 East Hillsboro Blvd. Deerfield Beach, FL 33441
Re: Hurricane Matthew 2016 - 2017

I would be remiss if we did not take the time to commend your company and express how grateful and appreciative we are of the amazing operation your company ran here during Hurricane Matthew from October 2016 – January 2017

Ash Britt provided outstanding service during a time of urgency for our county after it was impacted by Hurricane Matthew. AshBritt Environmental worked quickly and efficiently to remove debris on the Right of Way, as well as worked diligently and carefully during a beach clean-up mission from the storm. AshBritt Environmental helped St. Johns County provide the most efficient and expeditious debris removal services to its residents.

Your assistance in our time of need meant a great deal not only to our Department but to our community as well. The clean-up efforts were overwhelming yet the competency, structure and organizational skills displayed by Ash Britt were excellent and helped our county return to its normal state as quickly as possible.

Sincerely,

Greg Caldwell, MPA
St. Johns County Public Works Department
Assistant Public Works Director
gcaldwell@sjcfl.us
Office: (904) 209-0132
Mobile: (904) 669-5221

2740 Industry Center Road, St. Augustine, FL 32084
P: 904.209.0110 | F: 904.209.0140
www.sjcfl.us

Collier County
Public Utilities Department
Solid & Hazardous Waste Management Division

**Company Name: ASHBRITT, INC.**

Comments:

The Board of County Commissioners approved AshBritt, Inc. (AshBritt) as our primary contractor to provide disaster debris management and removal services for the 2016 hurricane season. AshBritt has been under contract with Collier County for eleven years.

Following Hurricane Wilma in 2005, AshBritt provided exceptional and professional post-disaster debris collection, monitoring, and disposal services. The county was divided into 58 work zones. Debris was collected and disposed of in full compliance with FEMA rules and regulations, qualifying Collier County for maximum reimbursement of federal and state emergency funds. The county's four temporary debris staging sites were reviewed and surveyed. A complete restoration of all four sites was done in a timely manner.

The collection and monitoring of approximately 1 million cubic yards of Hurricane Wilma-generated debris was completed in 45 days, with the debris staging sites cleared shortly thereafter. AshBritt provided an excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA's guidelines to optimize the county's eligibility for reimbursement. AshBritt's cradle-to-grave contract price included stumps, collection, processing, and disposal. Following the project's final audit, Collier County received a reimbursement of $24 million, with only $1,000 ineligible.

AshBritt also provided exceptional and professional debris collection and removal services following Tropical Storm Fay in 2008, collecting and disposing of an estimated 20,000 cubic yards of debris at an estimated cost of $403,571.

Reduce...Reuse...Recycle
Solid and Hazardous Waste Management Division • 3339 Tamiami Trail East, Suite 302 • Naples, Florida 34112-5361 • 239-252-2508 • FAX 239-774-9222

AshBritt was deployed on January 17, 2016 for a severe wind storm event that unexpectedly hit Collier County during the pre-dawn hours of that day. AshBritt was outstanding and had skillful staffing quickly mobilizing the debris collection and removal, collecting and disposing of an estimated 25,000 cubic yards of debris at an estimated cost of $450,000.

Collier County Solid & Hazardous Waste Management

By: Sue Zimmerman
Sue Zimmerman, CPM, Planner

*Colleton County*
*Office of the County Engineer*
*403 E. Washington St, Suite B*
*Walterboro, South Carolina 29488*
*Phone: 843-782-3104*

October 6, 2014

Mr. Matt Gierden, Vice President
AshBritt, Inc
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

RE: Winter Storm PAX 2014

Dear Mr. Gierden,

On behalf of Colleton County, I extend our thank you and appreciation for the services provided by AshBritt, Inc amidst our time of emergency during the Winter Storm PAX which occurred in February 2014. In addition to the immediate disaster relief, I thank you for the continued clean-up efforts and coordination that took place over the following weeks.

It has been a long time since the County has experienced a natural disaster of this magnitude. Most of the personnel in leadership roles that were present during the last disaster are no longer with the County. Needless to say, there was a steep learning curve for us current County employees tasked with leading the relief efforts. I am most grateful and appreciative how AshBritt came along side our staff with support and direction, helping us navigate the detailed FEMA procedures required in order to later seek potential federal aid reimbursements for our clean-up efforts.

In addition to the debris management services, I am thankful for the coordination effort extended by AshBritt as we worked through payment. Colleton County is a large rural county with a small operating budget. The disaster and clean-up efforts from Winter Storm PAX were not a planned expenditure. AshBritt worked with the County as we sought federal reimbursement and reallocated funds from the operating budget to cover the incurred expenses.

In all, we are pleased with the excellent services provided and are confident we can rely on AshBritt in the wake of any future disaster.

Sincerely,

Jared Fralix

Jared Fralix, PE
County Engineer

**Georgetown County**
**Department of Public Services**
*Innovative Leadership & Teamwork!*

June 11, 2014

Mr. Matt Gierden, Vice President
AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Re: Winter Storm PAX 2014

Dear Mr. Gierden:

Georgetown County would be remiss if we did not take the time to commend your company and express how grateful and appreciative we are of the amazing operation your company ran here during Winter Storm PAX in February 2014.

AshBritt provided outstanding service during a time of urgency for our county after it was impacted by damaging snow and ice. AshBritt worked quickly and efficiently to remove broken limbs and roadside debris, as well as worked diligently and carefully at cutting dangerous limbs left in trees from the storm. AshBritt helped us ensure and provide the most efficient and expeditious debris removal services to Georgetown County and its residents. Your assistance in our time of need meant a great deal not only to our Department but to our community as well. The clean-up efforts were overwhelming yet the competency, structure and organizational skills displayed by AshBritt were excellent and helped our county return to its normal state as quickly as possible.

Beyond Winter Storm PAX, AshBritt has provided excellent training services to us in the past and I feel confident that we can rely on AshBritt in the future. Thank you again for all of your support and efforts to keep our county safe.

Sincerely,

Ray C. Funnye, Director
Department of Public Services

**Administration**
108 Screven Street • PO Drawer 421270 • Georgetown, SC 29440
Phone: 843-545-3325 • Fax: 843-545-3648 • email: rcfunnye@gtcounty.org

# SECTION 4. KEY STAFF EXPERIENCE AND QUALIFICATIONS

*AshBritt's Proven Leadership: A Team Built on Decades of Collaboration*

At AshBritt, we understand the critical role of experienced and cohesive leadership in navigating complex disaster recovery projects. We are proud to boast a core management team that has worked on hundreds of projects together for **over 20 years**. Much of our supervisory staff have also accrued years of disaster management expertise through outside work with state and federal governments and other industry organizations. The fusion of this expertise translates to several key advantages for the City of Plantation:




- Seamless Communication and Collaboration: Our team operates with a deep understanding of each other's strengths and work styles, fostering seamless communication and efficient collaboration. This translates to quicker decision-making and faster response times when disaster strikes.
- Institutional Knowledge and Expertise: With our decades of combined experience, our core management team possesses a wealth of institutional knowledge and industry expertise. This ensures we approach each project with a proven track record of success and the ability to anticipate and overcome challenges.
- Refined Processes and Unwavering Efficiency: Having worked together for so long, our team has refined internal processes to an exceptional level. This translates to efficient project execution, streamlined operations, and ultimately, faster and more cost-effective recovery for our clients.

| YEARS OF EXPERIENCE CHART | | | |
|---|---|---|---|
| **Key Personnel** | **Position** | **General Work Experience** | **Disaster Management Experience** |
| Brittany Castillo | Chief Executive Officer | 18 | 14 |
| Randal Perkins | Senior Operations Advisor | 40 | 32 |
| **Brian Thomason** | **Project Manager** | 36 | 36 |
| Matt Gierden | Operations Manager | 24 | 21 |
| Dow Knight | HQ - Senior Management | 32 | 21 |
| Rob Ray | Quality Control Manager | 35 | 22 |
| Brian Thomason | Senior Management | 28 | 20 |
| Jason Haynie | Environmental Health and Safety Manager | 23 | 21 |
| Danny Sides | Onsite Quality Control Officer | 32 | 12 |
| Gerardo Castillo | Logistics Director | 22 | 7 |
| Jason Fawcett | _____ | 23 | 22 |
| Jim Loomis | Technical Assistance Manager | 40 | 35 |
| Shelby Pay-Chaney | Technical Assistance Manager | 12 | 12 |
| Christopher Holsinger | Technical Assistance Supervisor | 12 | 12 |
| Sara Perkins | Community Liaison | 8 | 8 |
| Danny Demidio | DMS Manager | 32 | 32 |
| Christina Demidio | Controller | 20 | 20 |
| Holly Raschein | Director of Government Relations | 20 | 12 |
| Dilia Camacho | Onsite Health and Safety Officer | 24 | 16 |

| YEARS OF EXPERIENCE CHART | | | |
|---|---|---|---|
| **Key Personnel** | **Position** | **General Work Experience** | **Disaster Management Experience** |
| ***Additional Personnel to be Utilized if Scope of Work Expands*** | | | |
| Jeanne Landry Spagnolo | Technical Assistance Specialist | 13 | 5 |
| Scott Carter | Site Coordinator | 39 | 32 |
| Bob Hewett | Operations Mgr./Quality Control Mgr. | 22 | 18 |
| Fred Neris | Operations Mgr./Quality Control Mgr. | 29 | 16 |
| Eric Davis | Operations Mgr./Quality Control Mgr. | 29 | 21 |
| Jason Santiago | Operations Mgr./Quality Control Mgr. | 18 | 18 |
| James Sellers | Operations Mgr./Quality Control Mgr. | 14 | 8 |
| Vonda Smith | Operations Mgr./Quality Control Mgr. | 27 | 2 |
| Mark Perez | Environmental Health & Safety Manager | 37 | 8 |
| Steven Ackroyd | Environmental Health & Safety Manager | 41 | 4 |
| Wayne Deese | Environmental Health & Safety Manager | 26 | 4 |
| Jeff Spoerl | Environmental Health & Safety Manager | 23 | 19 |
| David Poe | Environmental Health & Safety Manager | 35 | 28 |
| Richie Bensh | Operations Supervisor | 28 | 20 |
| Sean Robinett | Operations Supervisor | 14 | 5 |
| Michael Wyrick | Operations Supervisor | 24 | 8 |
| Phil Foreman | Operations Supervisor | 39 | 36 |
| James Buddy Lofton | Operations Supervisor | 43 | 43 |
| James Rolette | Operations Supervisor | 33 | 6 |
| Mike Noble | Operations Supervisor | 25 | 12 |
| Andy Rudd, Jr. | Operations Supervisor | 15 | 8 |
| Wayne Smith | Operations Supervisor | 17 | 14 |
| Camilo Castro | Logistics Supervisor/Sector Manager | 30 | 7 |
| Corey Flowers | Logistics Supervisor/Sector Manager | 27 | 3 |
| Lawrence Irvin, Jr. | Logistics Supervisor/Sector Manager | 39 | 33 |
| Josue Guerrero | Logistics Supervisor/Sector Manager | 9 | 3 |
| Osbaldo Leon | Logistics Supervisor/Sector Manager | 9 | 3 |
| Tom Credle | FEMA Technical Consultant | 46 | 37 |

## Staffing Levels at Office Locations

AshBritt, while headquartered in Deerfield Beach, FL, operates a nationwide network of project managers, reservist personnel, and subcontractors. This strategic approach allows us to quickly mobilize resources to disaster-stricken areas across the country. Project managers oversee operations, while reservist personnel provide specialized expertise and support. Subcontractors contribute local knowledge and equipment, ensuring efficient and effective debris removal and site restoration. By leveraging this extensive network, AshBritt can deliver timely and high-quality services to our clients, regardless of the location or scale of the disaster.

**AshBritt headquarters in Deerfield Beach, FL would be directly responsible for managing this contract with the City of Plantation. We have 20+ full-time staff working from this location, and more onsite project managers and support staff spread throughout Florida who can be deployed as needed.**

## Organizational and Chain of Command Chart

AshBritt assigned four key personnel to deliver support to the City of Plantation with the ability to quickly react to new/ changing conditions. Our organization aligns with the NIMS ICS and is modeled in a top-down, modular fashion that allows for resource expansion and contraction depending on the event's size/complexity. Our organizational structure allows us to quickly respond through clearly defined responsibilities, reporting lines, and levels of authority, maximizing control yet allowing quick, efficient reactions.

To manage operations, we assigned Senior VP, Brian Thomason as our Project Manager (PM) for this contract. As the PM, Brian will be the primary POC for the City, and, along with our other three key personnel, will ensure efficient debris removal operations from initial damage assessment and mobilization, through debris collection, DMS operations, waste reduction, and final disposal. AshBritt will mobilize our PM to assist the City in operations and planning for mobilization immediately following the event.

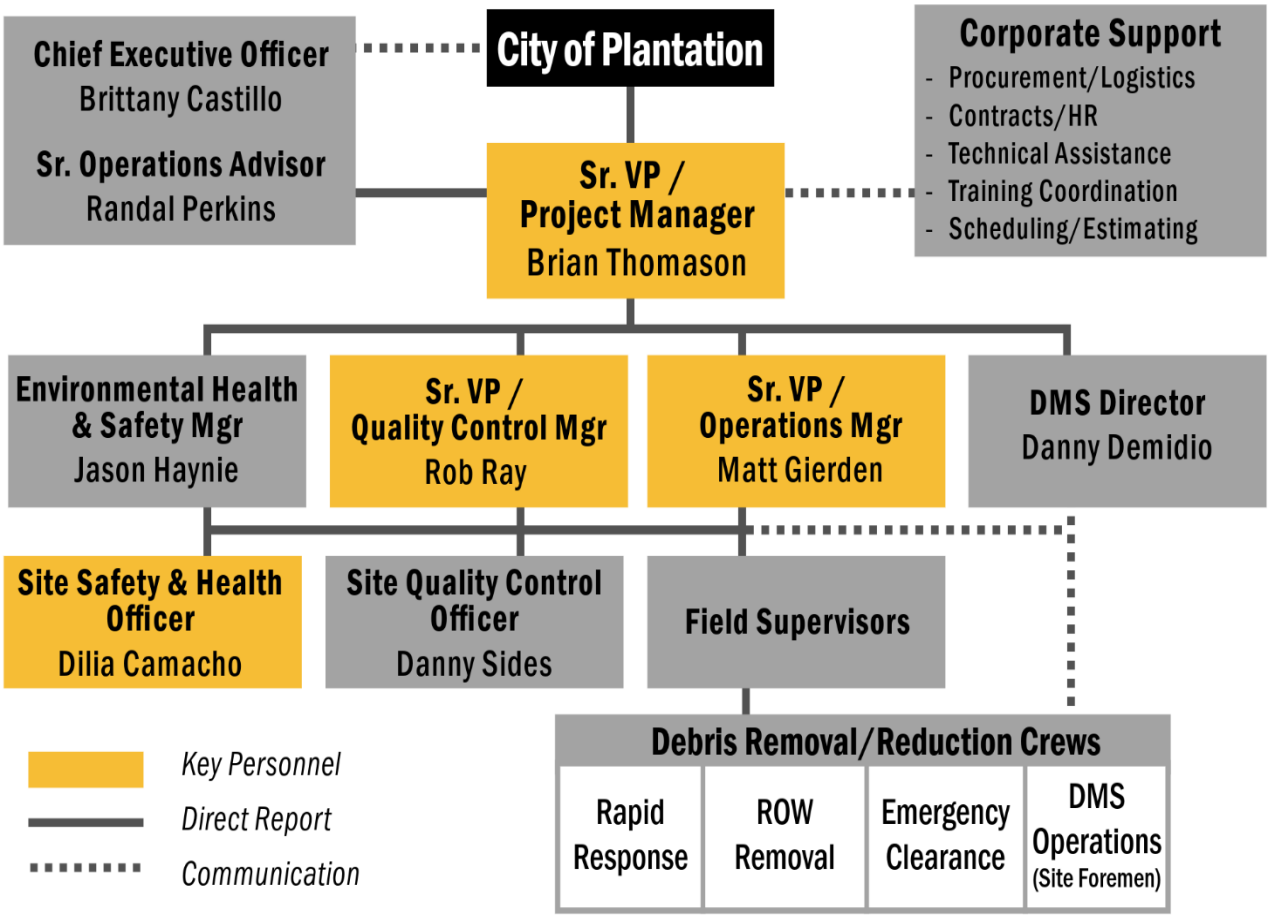

## Percent of Work to be Performed by Various Staff

The table below identifies AshBritt's personnel availability for the City. The number of hours the personnel will be assigned will depend on the size and magnitude of the event. The operational personnel that are on the ground will be available to the City 24 hours/day and will be in the field and/or working in our temporary office whenever AshBritt is performing operations.

| Position/Relationship | Personnel | Time Commitment | Percentage Time Assigned |
|---|---|---|---|
| **Senior Operations Advisor** | Randal Perkins | Plan; Initial Response; Recovery | 25-50% |
| **Chief Executive Officer** | Brittany Castillo | Plan; Initial Response; Recovery | 25-50% |
| **Project Manager** | Brian Thomason | Initial Response; Recovery | 100% |
| **Operations Manager** | Matt Gierden | Plan; Initial Response; Recovery | 100% |
| **DDMS Director** | Danny Demidio | Recovery | 100% |
| *Note: Additional DDMS Foreman and personnel are assigned based on an actual implemented recovery plan and scope of work.* | | | |
| **Quality Control Manager** | Rob Ray | Recovery | 75% |
| **Site Quality Control Officer** | Danny Sides | Recovery | 100% |
| *Note: Individual Field Supervisors are assigned to collection zones as designated during the pre-planning/assessment phase. This personnel is a combination of our staff, reserve personnel, and recruited local personnel. Indoctrination and training will be offered as applicable.* | | | |
| **Environmental Health & Safety Manager** | Jason Haynie | Initial Response; Recovery | 75% |
| **Site Health and Safety Manager** | Dilia Camacho | Initial Response; Recovery | 100% |
| **Controller** | Christina Demidio | Recovery | 25-50% |
| **FEMA Technical Assistance** | Shelby Pay-Chaney | Plan; On/Off-site Recovery | 25% |
| **Procurement Director** | Jackie Ryans | Off-site Support | 10% |

*Note: The above reflects organization and staffing for a recovery effort. As expressed, AshBritt will adjust our staffing plan to appropriately respond to the recovery at hand. We can expand our staffing levels and organization structure similar to the Incident Command System to meet the needs of the City.*

## Total Staff Available

The size of the management team and the number of support personnel hinges on an event's magnitude and the scope of the cleanup; however, AshBritt maintains sufficient staffing resources so that we may respond to large-scale and/or concurrent disasters without impediment. **We typically maintain approximately 40 full-time equivalent (FTE) employees. However, upon project activation(s), the amount of FTEs will increase**. At present, we have 90 FTEs and during our 2020 pandemic response, we employed more than 1,000 staff to support our expansive operations.

| Our Personnel Reserves Include: | |
|---|---|
| Project Managers | Environmental Engineers |
| Operations Managers | Technical Assistance Managers |
| Quality Control Managers | Hazardous Materials Field Personnel |
| Operations Supervisors | DDMS Director |
| Sector Managers | DDMS Manager |
| Site Quality Control Officers | DDMS Foremen |
| Field/Site QC Personnel | Data/Administrative Personnel |
| Site Health and Safety Officers | Community Liaisons |

## Key Player Qualifications

The table below describes the roles and responsibilities of each key player assigned to the City of Plantation and lists tasks that they may perform. Roles and responsibilities may be altered depending on the size and magnitude of the event.

| Team Member | Assigned Position | Responsibilities |
|---|---|---|
|  Dow Knight | Project Manager | ► Responsible and accountable for all AshBritt operations and activities.<br>► Primary City contact/liaison.<br>► Attends all City planning meetings, exercises, and strategy sessions.<br>► Coordinates and prioritizes the efforts of the recovery team. |
|  Matt Gierden | Operations Manager | ► Assists Project Manager as needed.<br>► Develops written project guidelines as determined by PM and City.<br>► Provides oversight for field operations, QA/QC program, and special projects.<br>► Subcontractors and payment procedures. |
|  Rob Ray | Quality Control Manager | ► Oversees Quality Assurance (QA/QC) Team.<br>► Delineates the project guidelines and ensures field enforcement through the QA/QC Team.<br>► Reviews daily logs from the QA/QC Team and follows up as needed.<br>► Ensures immediate resolution of deficiencies or resident complaints. |
|  Danny Sides | Site Quality Control Officer | ► Inspects debris removal and disposal operations to verify compliance with quality standards.<br>► Maintains accurate and detailed records of inspection findings, including photographs and written reports.<br>► Ensures compliance with waste disposal regulations and environmental standards.<br>► Trains site personnel on quality control procedures. |
|  Jason Haynie | Environmental Health and Safety Manager | ► Establishes and communicates project safety rules.<br>► Conducts vehicle and equipment safety inspections.<br>► Investigates accidents.<br>► Prepares daily or weekly “toolbox” safety meetings.<br>► Performs structure safety inspection, including DDMS inspection towers. |
|  Dilia Camacho | Site Health and Safety Officer | ► Implements and enforces safety plans.<br>► Conduct regular safety meetings.<br>► Conduct regular site/equipment inspections to identify and address safety issues.<br>► Investigate all accidents and near-miss incidents promptly. |

| Team Member | Assigned Position | Responsibilities |
|---|---|---|
|  Bill Johnson | DMS Director | ► Establishes and advises on-site operation plans.<br>► DDMS set up oversight and management.<br>► Ensures work rules, scheduling, and safety rules are followed.<br>► Oversees the cleanup and restoration of DDMS. |
|  Christina Demidio | Controller | ► Responsible for tracking pertinent project data and compiling daily project reports.<br>► Promptly pays subcontractors and vendors.<br>► Issues accurate and timely invoicing.<br>► Provides technical support related to operational documentation and payment issues. |
|  Shelby Pay-Chaney | Technical Assistance Manager | ► Provides City guidance on federal grant program requirements, including FEMA Public Assistance.<br>► Reviews Grants Manager Projects.<br>► Assists the City in the preparation of responses to state or federal requests for information.<br>► Assists in the preparation of appeals. |
|  Jackie Ryan | Procurement Director | ► Oversees the contract, ensuring AshBritt compliance with all terms and conditions.<br>► Identifies and mitigates potential risks associated with procurement and contract execution.<br>► Ensures contractual compliance with all applicable laws, regulations, and industry standards. |

## • Resumes

Below are resumes for all of the key team members assigned to the City of Plantation. As identified in our Years of Experience Chart, AshBritt has additional personnel that are available to mobilize if the disaster warrants a more expansive disaster recovery team. Any changes to personnel listed in this proposal will be communicated and approved by the City. The abbreviations for the scope of work performed for each project in our resumes can be found below:

| | | | |
|---|---|---|---|
| **ROW** | Right of way | **Haz Tree/Limb** | Hazardous tree and limb removal |
| **Push** | Emergency road clearance | **PPDR/ROE** | Private Property Debris Removal/Right of Entry |
| **DDMS** | DDMS operations, management | **Sand** | Screening and removal |
| **Beach** | Beach debris removal | **Generators** | Providing generator services |
| **Waterway** | Waterway debris removal | **Ancillary** | Other logistical services |



# Brittany Castillo
Chief Executive Officer

## Qualifications & Experience

Brittany Perkins Castillo has been the CEO and a Board member of AshBritt since 2016; however, she began assisting on AshBritt projects well before taking on this vital leadership role. She currently oversees strategy, client relations, and partnerships. Brittany has managed AshBritt's response to numerous disasters, including Hurricanes Debby, Beryl, Idalia, Ian, Nicole, Ida, Sally, Harvey, Irma, Michael, and others, resulting in over 200 projects across 20 states. Before AshBritt, she practiced law in Texas, served as a prosecutor, and held program management roles. Castillo holds a J.D. from UT Austin and a B.A. from Vanderbilt. Bilingual in English and Spanish, she is Chair of the AshBritt Foundation, serves on the 4Girls Foundation Board, and maintains a pro bono legal practice focused on disaster victims and domestic violence survivors.

## Select AshBritt Experience

**Disaster Experience**
- 14 years

**Areas of Expertise**
- Executive Management
- Program Management and Logistics
- Litigation
- Government and Community Affairs

**Training & Memberships**
- AshBritt Board of Directors, Member, 2014-present
- **FEMA National Advisory Council Member**
- G-202 Debris Management Certified
- Member, State Bar of Texas
- Founder of Women in the Field of Emergency Management (WTFEM)

**Education**
- Juris Doctor, The University of Texas School of Law
- B.A. in Public Policy, Vanderbilt University

### FEMA National Advisory Council Member

On November 29, 2023, FEMA Administrator, Deanne Criswell, announced the appointment of 12 new members to the agency's National Advisory Council (NAC), including AshBritt's CEO, Brittany Castillo. The NAC is comprised of 40 geographically diverse, emergency managers, emergency responders, and subject matter experts from tribal, state, territorial, and local governments, the private sector, and nongovernmental organizations that advise the FEMA Administrator on all aspects of emergency management, including preparedness, protection, response, recovery, and mitigation for disasters and national emergencies. As a council member, Brittany began serving a multi-year term on December 1, 2023, which she will use to guide future recommendations centered around readiness, workforce, and climate resilience.

### AshBritt, Inc. 2005 - Present

- Flooding, 2024 – State of NM – ROW, Haz Tree/Limb
- Hurricane Milton, 2024 – FL - Push, ROW, Haz Tree/Limb, Waterway, PPDR, Basecamps, White Goods/Freon, Vessels, Sand, HHW, E-waste
- Hurricane Helene, 2024 – FL, GA, SC, NC, VA – Push, ROW, Haz Tree/Limb, Waterway, PPDR, Basecamps, White Goods/Freon, Vessels, Sand, HHW, E-waste
- Hurricane Debby, 2024 – 3 FL Jurisdictions & FL Division of Emergency Management (FDEM) – ROW, Vac Trucks, and 5 Basecamps
- Hurricane Beryl, 2024 – 6 TX Jurisdictions – ROW, Parks, Haz Tree/Limb
- Nationwide Storms and Tornadoes, 2024 – FL, GA, KS, KY, TX – ROW, Haz Tree/Limb
- Warehouse Fires, 2024 – Isle of Wight & Alexandria, VA – Debris Removal, Ancillary
- Hurricane Idalia, 2023 – FL & GA – ROW, Push, Haz Tree/Limb, Stumps, Basecamp, Waterway
- Straight-line Windstorm, 2023 – Prairie Village & Overland Park, KS – ROW
- Flooding, 2023 – Ft. Lauderdale, FL – ROW, Generators, Ancillary
- Migrant Support Services, 2023 – FDEM – Basecamp
- Hurricane Nicole, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 – 15 FL Jurisdictions – ROW, Haz Tree/Limb, Waterway, PPDR, Demolition, Basecamps, White Goods/Freon, Vessels, Vehicles, HHW, E-waste

**Qualifications & Experience**

- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- Tornadoes, 2022 – Hopkins County, KY – ROW
- Hurricane Nicholas, 2021 – Freeport, TX - ROW
- Hurricane Ida 2021 – LA, MS, and NJ – ROW
- FEMA 5,000 COVID Vaccination Sites – NJ, WI, KY, ME, & PA
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Tropical Storm Isaias, 2020 – NY & CT – ROW, Haz Tree
- Tropical Storm Imelda, 2020 – Orange County, TX – DDMS, Disposal
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Storms, 2019 – Fairfax, VA – ROW
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb
- Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal Program, 2018 – PG&E Co.
- Hurricane Michael – 2018 – FL, GA, USACE – Push, ROW, Waterway, Haz Tree/Limb
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire, 2017 – USACE – PPDR, Erosion Control, Air Monitoring
- Hurricane Irma, 2017 – FL, GA, SC – ROW, Beach Debris, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, HHW, MREs, Generators, Shelters, Sand
- Hurricane Matthew, 2016 – FL, GA, SC - ROW, Beach Debris, Haz Tree/Limb
- Winter Storm Jonas, 2016 – MD & VA – Snow Removal
- Blue Cut Fire, 2016 – San Bernardino County, CA – Showers, Ancillary
- Soberanes Fire, 2016 – Monterey County, CA – ROW, Haz Tree
- Hurricane Sandy, 2012 – VA, NY & NJ – Vessels, Vehicles, Waterway, ROW, Sand/Beach
- Hurricane Katrina, 2005 – USACE (MS & LA) – ROW, Basecamp, Ancillary, Haz Tree
- Hurricane Wilma, 2005 – FL – ROW



# Randal Perkins
Chairman of the Board

## Qualifications & Experience – Operational Role: Senior Operations Advisor

Randal "Randy" Perkins founded AshBritt in 1992 and led the company as President and CEO until 2016. Randy currently serves as Senior Advisor to AshBritt, Chairman of AshBritt's Board of Directors, and is active in the AshBritt Foundation. Randy also maintains an active leadership role during operations. Randy is highly qualified and experienced in all phases of disaster response and recovery operations from his 30+ years of hands-on experience in this industry. He has in-depth knowledge of all response measures, including damage assessments and debris collection, removal, reduction, recycling, and disposal activities. Moreover, Randy is a skilled communicator who supports high-level stakeholders with the public information demands following significant disaster events. Randy holds seats on the Board of Directors of several national charitable organizations and is very active in state and local philanthropic endeavors.

## Select AshBritt Experience

**Disaster Experience**
- 32 years

**Areas of Expertise**
- Executive Management
- Operations
- Government Relations

**Training & Certifications**
- FEMA IS 100 & 700
- USACE Contractor Quality Control Management (CQCM) for Contractors

**Education**
- Business Administration – University of Central Florida
- Global Business Concepts – University of Miami

### AshBritt, Inc. 1992 - Present
- Flooding, 2024 – State of NM – ROW, Haz Tree/Limb
- Hurricane Milton, 2024 – FL - Push, ROW, Haz Tree/Limb, Waterway, PPDR, Basecamps, White Goods/Freon, Vessels, Sand, HHW, E-waste
- Hurricane Helene, 2024 – FL, GA, SC, NC, VA – Push, ROW, Haz Tree/Limb, Waterway, PPDR, Basecamps, White Goods/Freon, Vessels, Sand, HHW, E-waste
- Hurricane Debby, 2024 – 3 FL Jurisdictions & FL Division of Emergency Management – ROW, Vac Trucks, and 5 Basecamps
- Hurricane Beryl, 2024 – 6 TX Jurisdictions – ROW, Parks, Haz Tree/Limb
- Nationwide Storms and Tornadoes, 2024 – FL, GA, KS, KY, TX – ROW, Haz Tree/Limb
- Warehouse Fires, 2024 – Isle of Wight & Alexandria, VA – Debris Removal, Ancillary
- Hurricane Idalia, 2023 – FL & GA – ROW, Push, Haz Tree/Limb, Stumps, Basecamp, Waterway
- Straight-line Windstorm, 2023 – Prairie Village & Overland Park, KS – ROW
- Flooding, 2023 – Ft. Lauderdale, FL – ROW, Generators, Ancillary
- Migrant Support Services, 2023 – Monroe County, FL – Base camp
- Hurricane Nicole, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 – FL – ROW, Haz Tree/Limb, Waterway, PPDR, Demolition, Basecamps, White Goods/Freon, Vessels, Vehicles, HHW, E-waste
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- COVID-19, 2022 – NV – Monoclonal Infusion Sites
- Tornadoes, 2022 – Hopkins County, KY – ROW
- Hurricane Nicholas, 2021 – Freeport, TX - ROW
- Hurricane Ida 2021 – LA, MS, and NJ – ROW
- FEMA 5,000 COVID Vaccination Sites – NJ, WI, KY, ME, & PA
- Oregon Wildfires, 2021 – ODOT – PPDR Fire Debris, Haz Tree
- COVID-19, 2021 – Louisiana Dep. Of Health – Monoclonal Infusion Sites
- COVID-19, 2021 – TX, FL, VA – Vaccination Sites
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Tropical Storm Isaias, 2020 – NY & CT - ROW, Haz Tree
- COVID-19, 2020 – Massachusetts – Medical Shelters

**Qualifications & Experience – Operational Role: Senior Operations Advisor**

- COVID-19, 2020 – Miami, FL – Disinfecting Schools
- Tropical Storm Imelda, 2020 – Orange County, TX – DDMS, Disposal
- Storms, 2019 – Fairfax, VA – ROW
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb
- Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal Program, 2018 – PG&E Co.
- Hurricane Michael, 2018 – FL, GA, USACE – Push, ROW, Waterway, Haz Tree/Limb
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire, 2017 – USACE – PPDR, Demolition, Erosion Control, Air Monitoring
- Hurricane Irma, 2017 – FL, GA, SC – ROW, Beach Debris, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, HHW, Generators, Shelters, Ancillary
- Hurricane Matthew, 2016 – FL, GA, SC - ROW, Beach Debris, Haz Tree/Limb
- Winter Storm Jonas, 2016 – MD & VA – Snow Removal
- Blue Cut Fire, 2016 – San Bernardino County, CA – Showers, Ancillary
- Soberanes Fire, 2016 – Monterey County, CA – ROW, Haz Tree
- Severe Storm, 2016 – Collier County, FL – ROW
- Valley Fire, 2015 – PG&E, Lake County, CA – Haz Tree, Fire Debris
- Flooding, 2015 – Charleston, SC – ROW
- Flooding, 2015 – Hidalgo County, TX – Vac Truck
- Winter Storm Pax, 2014 – GA & SC – ROW
- Hurricane Sandy, 2012 – VA, NY & NJ – Vessels, Vehicles, Waterway, ROW, Sand/Beach
- Severe Winter Storm, 2011 – CT – ROW, Haz Tree/Limb
- Severe Winter Storm, 2011 – MA – ROW, Haz Tree/Limb
- Tornadoes, 2011 – MA – ROW, Haz Tree
- BP Oil Spill, 2010 – MS & FL – Cleanup, Deflection Boom, Skimmers
- Hurricane Ike, 2008 – TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Dolly, 2008 – TX – ROW, Building Restoration, Water Relocation, Ancillary
- Ice Storm, 2006 – Alden & Erie County, NY – ROW
- Hurricane Katrina, 2005 – USACE (MS, LA) FL – ROW, Ancillary, Haz Tree, HHW, Putrescent Debris, PPDR/ROE, Basecamp
- Hurricane Wilma, 2005 – FL – ROW
- Hurricane Ivan, 2004 – Escambia County, FL – ROW, Waterway
- Hurricane Dennis, 2004 – Escambia County, FL - ROW
- Hurricanes Charley, Frances, & Jeanne, 2004 – FL - ROW
- Hurricane Andrew, 1992 – FL – Incorporated AshBritt, Inc.



# Brian Thomason
Senior Vice President

**Qualifications & Experience – Operational Role: _____**

Brian is a seasoned disaster recovery expert with extensive experience leading hundreds of debris projects across 30+ major disasters. As a former Deputy Director of Emergency Management and Hazardous Materials Response Specialist, he brings a comprehensive understanding of disaster recovery operations. Brian specializes in FEMA Public Assistance programs, managing all aspects of recovery projects from inception to completion. His expertise includes debris field surveys, media relations, and overseeing project personnel to ensure contractual compliance, quality control, and safety.

**Select AshBritt and Related Experience, 1988 – Present**

**Disaster Experience**
- 36 years

**Areas of Expertise**
- Operations
- Quality Control
- Safety

**Training & Certifications**
- FEMA IS 100,120, 200, 632, 700, & 800
- ICS-Certified Instructor
- Radiological Emergency Management IS-3
- Hazardous Materials Response Trainer
- Certified Instructor (NC) Hazardous Materials and Fire Services

### AshBritt, Inc. 2021 - Present
- Hurricane Milton, 2024 – 4 FL Jurisdictions – ROW, Haz Tree/Limb
- Hurricane Helene, 2024 – FL, GA, & USACE (NC) – ROW, Haz Tree/Limb, Waterway, Sand
- Hurricane Debby, 2024 – Leon County, FL – ROW, Haz Tree/Limb
- Hurricane Beryl, 2024 – Fort Bend County, TX – ROW, Haz Tree/Limb
- Tornado and Straight-line Winds, 2024 – Hopkins County and Overland Park, KS – ROW, Haz Tree/Limb
- Severe Storms/Tornadoes, 2024 – Leon County, FL – ROW, Haz Tree/Limb
- Severe Storms and Tornado, 2024 – Louisville, KY – ROW
- Hurricane Idalia, 2023 – FL – ROW, Push, Haz Tree/Limb
- Flooding, 2023 – Ft. Lauderdale, FL – ROW, Generators, Ancillary
- Hurricane Nicole, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 – FL – ROW, Haz Tree/Limb, Waterway, PPDR, Demolition, Base camps, White Goods/Freon, Vessels, Vehicles, HHW, E-waste
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- Tornadoes, 2022 – Hopkins County, KY – ROW

### Bergeron Emergency Services, Inc., 2011-2021
- Vice President – Oversaw all facets of disaster debris removal, heavy civil construction, and earthmoving operations. Managed disaster debris removal operations for over 40 major events, including: Hurricane Michael (2018), Hurricane Irma (2017), Hurricane Matthew (2016), Hurricane Sandy (2012), Hurricane Ike (2008), Hurricanes Dennis, Katrina, Rita, & Wilma (2005), and Hurricanes Charley, Frances, Ivan, & Jeanne (2004).

### Grubbs Emergency Services, LLC, 1998-2011
- Vice President – Directed daily operations and provided managerial oversight of disaster debris removal operations, planning, training, and all facets of emergency response services.

### Fayetteville Fire Department, 1988-1998
- Deputy Director of Emergency Management



# Matt Gierden
Senior Vice President

## Qualifications & Experience – Operational Role: Operations Manager

With 20+ years in disaster recovery and emergency response, Matt brings invaluable experience and expertise to his role as AshBritt Senior Vice President. A recognized leader, he drives client growth, customer support, and public relations. Matt's innovation and problem-solving skills have fostered strong client relationships across Florida, Georgia, and South Carolina. Rising from field supervisor since joining AshBritt in 2003, he has overseen over 75 FEMA disaster recovery projects nationwide.

## Select AshBritt Experience

### Disaster Experience
- 20 years

### Areas of Expertise
- Subcontractor Management
- Operations
- FEMA Technical Assistance
- Quality Control

### Training & Certifications
- FEMA IS 100, 200, 230, 632, 700, and 800.
- Anti-Terrorism Certification – Level 1
- 40-Hr. HAZWOPER
- 8-Hr. HAZWOPER Refresher
- HAZWOPER Supervisor
- FL-603 Public Assistance Grant Program
- USACE CQCM for Contractors
- EPA 8-hr Initial Renovator, Repair and Painting Cert. Lic: 1817542
- Six Sigma Black Belt

### Education
- B.A. in Business, Western Governors University - 2024
- Mishawaka High School, Mishawaka, IN

### AshBritt, Inc. 2004 - Present
- Hurricane Milton, 2024 – 4 FL Jurisdictions – ROW, Sand, Haz Tree/Limb
- Hurricane Helene, 2024 – Buncombe County and City of Asheville, NC – ROW, Haz Tree/Limbs
- Hurricane Debby, 2024 – Collier County, FL – Vac Trucks
- Severe Storms and Tornadoes, 2024 – Houston, TX – ROW
- Severe Storms, 2024 – Valdosta, GA – ROW
- Hurricane Idalia, 2023 - Lowndes County, Dasher, & Valdosta, GA – Push, ROW, Haz Tree/Limb
- Hurricane Ian, 2022 – Collier & Charlotte County, FL – ROW, Haz Tree/Limb, HHW, E-waste
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway, Disposal
- COVID-19, 2021 – VA DEM – Vaccination Sites
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Hurricane Michael – 2018 – Bay County, FL – Push, ROW, Waterway, Haz Tree/Limb
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire, 2017 – USACE – PPDR, Demolition, Erosion Control, Air Monitoring, Disposal
- Hurricane Irma, 2017 – Collier County, FL – ROW, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water
- Hurricane Harvey, 2017 – Fort Bend County, TX – ROW, HHW, Sand Removal
- Hurricane Matthew, 2016 – Charleston & Charleston County, SC – ROW, Haz Tree/Limb
- Blue Cut Fire, 2016 – San Bernardino County, CA – Showers, Ancillary
- Severe Storm, 2016 – Collier County, FL – ROW
- Valley Fire, 2015 – Lake County, CA – Haz Tree, Fire Debris
- Flooding, 2015 – Charleston, SC – ROW
- Flooding, 2015 – Hidalgo County, TX – Vac Truck
- Winter Storm Pax, 2014 – GA & SC – ROW
- Hurricane Sandy, 2012 – NJ – Vessels, Waterway, ROW
- Severe Winter Storm, 2011 – MA – ROW, Haz Tree/Limb
- BP Oil Spill, 2010 – Gulf County, FL – Cleanup, Deflection Boom, Skimmers
- Hurricane Ike, 2008 – Hardin County, TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Katrina, 2005 – LA – ROW, Ancillary, Haz Tree, HHW, Putrescent Debris, PPDR/ROE
- Hurricane Wilma, 2005 – FL – ROW
- Hurricanes Charley, Frances, & Jeanne, 2004 – FL – ROW



# Rob Ray
Senior Vice President

## Qualifications & Experience – Operational Role: Quality Control Manager

Rob is a Senior Vice President with over two decades of experience in business development, customer service, and disaster response. He specializes in managing client relationships across multiple states. With a strong background in environmental contracting and safety training, Rob has successfully overseen more than 125 disaster recovery projects. He has held critical roles in major disaster events, including large-scale hazardous tree removal operations following California wildfires and recovery efforts following Hurricane Katrina. Most recently, Rob led the project management team in response to Hurricane Beryl. He is also a frequent presenter at industry events, hosting training seminars nationwide.

## Select AshBritt Experience

### Disaster Experience
- 22 years

### Areas of Expertise
- Operations
- Quality Control
- Safety
- FEMA Technical Assistance

### Training & Certifications
- FEMA IS 100, 200, 700, & 800
- G202- Debris Management
- Building Resilience by Reducing Infrastructure Vulnerability (H-2016) Training
- OSHA 10-Hour
- OSHA 30-Hour
- USACE CQCM for Contractors
- Anti-Terrorism Certification – Level 1
- NTSS: Fall Prevention and Ladder Safety Certificate of Completion

### Education
- Culpeper County High School, Culpeper, VA

### AshBritt, Inc. 2003 - Present
- Hurricanes Helene & Milton, 2024 – Hillsborough County and Tampa, FL – ROW, White Goods, Haz Tree/Limb
- Hurricane Beryl, 2024 – 6 TX Jurisdictions – ROW, Parks, Haz Tree/Limb
- Severe Storms and Tornadoes, 2024 – Houston, TX – ROW
- Hurricane Idalia, 2023 - Hillsborough County, FL, FDEP – ROW, Push, Hazardous Tree/Limb, Waterway
- Hurricane Ian, 2022 – FDEM/FDEP – Roadway, Haz Tree/Limb, Waterway, PPDR/ROE, Demolition, HHW, E-waste, Vehicles/Vessels
- Hurricane Ida, 2021 – LA – ROW
- Hurricane Nicholas, 2021 – Freeport, TX - ROW
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Tropical Storm Isaias, 2020 – NY & CT – ROW, Haz Tree
- Tropical Storm Imelda, 2020 – Orange County, TX – DDMS, Disposal
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Hurricane Michael, 2018 – FL & GA - Push, ROW, Waterway, Haz Tree/Limb
- California Wildfires, 2017 – USACE – PPDR, Demolition, Erosion Control
- Hurricane Irma, 2017 – West Coast of FL – ROW, Beach Debris, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, HHW, MRE, Generators, Shelters, Sand
- Hurricane Matthew, 2016 – SCDOT – ROW, Haz Tree/Limb
- Winter Storm Jonas, 2016 – MD – Snow Removal
- Blue Cut Fire, 2016 – San Bernardino County, CA – Showers, Ancillary
- Soberanes Fire, 2016 – Monterey County, CA – ROW, Haz Tree
- Valley Fire, 2015 – PG&E, Lake County, CA – Haz Tree, Fire Debris
- Flooding, 2015 – Charleston, SC – ROW
- Winter Storm Pax, 2014 – Augusta, GA – ROW
- Hurricane Sandy, 2012 – NY & NJ – Vessels, Waterway, ROW
- Severe Winter Storm, 2011 – MA – ROW, Haz Tree/Limb
- Tornadoes, 2011 – MA – ROW, Haz Tree
- Hurricane Ike, 2008 – TX – ROW, Building Restoration, Water Relocation
- Hurricane Dolly, 2008 – TX – ROW, Building Restoration, Water Relocation
- Hurricane Katrina, 2005 – MS, LA, FL – ROW, Ancillary, Basecamp, Haz Tree, HHW, Putrescent Debris, PPDR/ROE



# Jason Haynie
## Environmental Health and Safety Manager

### Qualifications & Experience

Jason is AshBritt's Lead Environmental Health and Safety Manager with 20 years of experience in disaster response. Known for his friendly demeanor and deep expertise, Jason inspires trust among his crews. Responsible for establishing and communicating safety protocols, he ensures equipment inspections, accident investigations, and site safety plan implementation. Jason also conducts structural safety inspections, including tower inspections. He serves as a client liaison, managing safety initiatives and providing field education to enhance overall safety performance.

### Select AshBritt Experience

**Disaster Experience**
- 20 years

**Areas of Expertise**
- Safety
- Project Management
- Quality Control
- Operations

**Training & Certifications**
- FEMA IS 100 & 700
- OSHA 10-Hour
- 40-hr HAZWHOPER
- IS-632.a Intro to Debris Management
- IS-35.19 FEMA Safety Orientation
- IS-907 Active Shooter
- IS-100.c Intro to Incident Command System
- IS-37.20 Managerial Safety and Health
- IS-5.a Intro to Hazardous Materials
- IS-633 Debris Management Plan Development

**AshBritt, Inc. 2004 - Present**
- Hurricanes Helene & Milton, 2024 – Florida Division of Emergency Management – Waterway
- Post-Disaster CBDG Recovery Project (Hurricane Ida), 2024 – Livingston Parish, LA – Waterway
- Hurricane Debby, 2024 – Harris County, TX – ROW, Haz Tree/Limb
- Severe Storms, 2024 – Valdosta, GA & Leon County, FL – ROW, Haz Tree/Limb
- Hurricane Idalia, 2023 - Lowndes County, Dasher, and Valdosta GA – ROW, Haz Tree/Limb
- Hurricane Ian, 2022 – FL – ROW, Haz Tree/Limb, Waterway, PPDR/ROE, Demolition, Basecamps/Shelters, White Goods, Freon
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- Hurricane Nicholas, 2021 – Freeport, TX - ROW
- Hurricane Ida, 2021 – LA – ROW
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- COVID-19, 2020 – Massachusetts – Medical Shelters
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Hurricane Michael, 2018 – Bay County & Leon County, FL – Push, ROW, Waterway, Haz Tree/Limb
- California Wildfires, 2017 – USACE – PPDR, Erosion Control, Air Monitoring
- Hurricane Harvey, 2017 – Hardin County, TX – ROW, HHW, Shelters, Sand
- Hurricane Matthew, 2016 – Volusia County, FL - ROW, Beach, Haz Tree/Limb
- Hurricane Sandy, 2012 – NJ – Vessels, Waterway, ROW
- Severe Winter Storm, 2011 – CT – ROW, Haz Tree/Limb
- BP Oil Spill, 2010 – MS & FL – Cleanup, Deflection Boom, Skimmers
- Hurricane Ike, 2008 – Hardin County, TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Katrina, 2005 – MS, LA, FL – ROW, Ancillary, Haz Tree, HHW, Putrescent Debris, PPDR/ROE
- Hurricanes Charley, Frances, & Jeanne, 2004 – FL – ROW



# Dilia Camacho
Vice President

## Qualifications & Experience – Operational Role: Site Health and Safety Officer

Dilia is an environmental and waste management expert with 24 years of combined public and private sector experience. Her background includes nine years in county government, specializing in solid and hazardous waste management, regulatory compliance, and disaster recovery. She also has over ten years of experience managing international import/export distribution channels from various U.S. ports to foreign trade routes throughout Latin America and the Caribbean. Dilia's familiarity with complex supply chains and environmental compliance across diverse industries strengthens quality assurance across every operation she manages.

## Select AshBritt and Related Experience

**Disaster Experience**
- 24 years

**Areas of Expertise**
- Transportation/Logistics
- Strategic Management & Planning
- Project Management
- Solid & Hazardous Waste Management Operations
- Subcontractor Mgt.

**Training & Certifications**
- FEMA IS 100, 200, 700, & 800
- 40-Hr. HAZWOPER
- 8-Hr. HAZWOPER Supervisor
- CPR/AED/First Aid Cert.
- SWANA – Mgr. of Landfill Operations
- SWANA – Managing Integrated Solid Waste Management Systems
- SWANA – Recycling Mgr.
- Florida State University – Certified Public Manager

**Education**
- Florida International University -, B.A., Business Administration
- Bilingual English/Spanish

### AshBritt, Inc. 2019 – Present
- Hurricane Milton, 2024 – Charlotte County, Punta Gorda, FL – ROW, Sand, Haz Tree/Limb
- Hurricane Helene, 2024 – Charlotte County, Punta Gorda, FL – ROW, Sand, Haz Tree/Limb
- Bulk Waste Augmentation, 2024 – St. Johns County, FL – ROW
- Hurricane Ian, 2022 – Charlotte County, FL – ROW, Haz Tree/Limb, Waterway, White Goods/Freon Removal
- FEMA 5,000 COVID Vaccination 2021 – IN, KY, MA, MD, NJ, WI, VA, NC, AL, MS, MI, MN, PA, VT, NH – Management of Vaccination Sites
- COVID-19, 2021 – Harris County, TX – Vaccination Sites
- COVID-19, 2021 – TDEM – Alternate Care Sites & Monoclonal Infusion Centers
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb, Disposal
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb, Disposal
- Tropical Storm Isaias, 2020 – NY & CT – ROW, Haz Tree
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb

### Collier County, FL, 2008 – 2019
- Hurricane Irma, Sept. 2017 – Led debris removal efforts for Collier County post-Hurricane Irma, managing the removal of 3.6 million cubic yards of debris across multiple categories. Overseeing operations, contractors, and environmental monitoring, ensuring efficient and compliant debris management. Spearheaded hazardous waste collection and recovery efforts. Served as Public Information Officer, leading communications and public engagement. Developed and implemented a revised disaster debris management plan. Also led the initial phase of Collier County's waterway debris removal, coordinating with NRCS.
- MLK Storm – Jan. 2016 – Collier County, FL: Directed the collection of over 44,032 CY ROW vegetative and C&D debris from Collier County's Golden Gate City area. Coordinated, monitored, and tracked debris recovery operations and was responsible for the execution of FEMA documentation, invoicing, and internal reconciliations.



# Danny Demidio
Regional Manager

## Qualifications & Experience – Operational Role: DDMS Manager

Danny is a key member of a rapid-response team with over 28 years of experience. He deploys to manage disaster recovery operations for assigned project client areas. He conducts debris field surveys, facilitates and communicates progress reports, assists clients with media briefings, and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of the contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control, and safety. During the operations, he reports to the Senior Project Manager/Operations Manager.

## Select AshBritt Experience

### Disaster Experience
- 32 years

### Areas of Expertise
- DDMS Management
- Disposal/Recycling
- Operational Compliance

### Training & Certifications
- FEMA IS 100 and 700
- 40-Hr. HAZWOPER
- 8-Hr. HAZWOPER Refresher
- 8-Hr. HAZWOPER Supervisor
- USACE CQCM for Contractors
- Class A Commercial Driver's License
- DOT Traffic Safety Course Certification

### Education
- Miramar High School, FL

### AshBritt, Inc. 1992 - Present
- Hurricane Helene, 2024 – Lowndes County, GA & Municipalities – ROW, Haz Tree/Limb
- Hurricane Idalia, 2023 - Lowndes County, Dasher, and Valdosta GA – ROW, Hazardous Tree/Limb
- Hurricane Nicole, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 - FDEM – Push, Haz Tree/Limb, Waterway, PPDR/ROE, Demolition, HHW, E-waste, Vehicles/Vessels
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- Hurricane Ida, 2021 – LA, MS – ROW
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Tropical Storm Isaias, 2020 – NY & CT - ROW, Haz Tree
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Hurricane Michael, 2018 – Gulf County, FL – Push, ROW, Haz Tree/Limb
- Hurricane Irma, 2017 – Brevard County, FL – ROW, Beach Debris, Haz Tree/Limb
- Hurricane Harvey, 2017 – Victoria County, TX – ROW, Generators, Ancillary
- Hurricane Matthew, 2016 – Brevard County, FL - ROW, Beach Debris, Haz Tree/Limb
- Winter Storm Jonas, 2016 – Rockville, MD – Snow Removal
- Soberanes Fire, 2016 – Monterey County, CA – ROW, Haz Tree
- Valley Fire, 2015 – PG&E, Lake County, CA – Haz Tree, Fire Debris
- Hurricane Sandy, 2012 – NJ – Vessels, Waterway, ROW
- Severe Winter Storm, 2011 – MA – ROW, Haz Tree/Limb
- Tornadoes, 2011 – MA – ROW, Haz Tree
- Haiti Earthquake, 2010 – Demolition, ROW C&D, Basecamps
- Hurricanes Ike and Dolly, 2008 – Hidalgo County, Brazoria and Liverpool, TX – ROW, Water Relocation, Ancillary
- Hurricane Katrina, 2005 – MS, LA, FL – ROW, Ancillary, Haz Tree, HHW, Putrescent Debris, PPDR/ROE
- Hurricane Wilma, 2005 – FL – ROW
- Hurricane Ivan, 2004 – Escambia County, FL – ROW, Waterway
- Hurricane Dennis, 2004 – Escambia County, FL - ROW
- Hurricanes Charley, Frances, & Jeanne, 2004 – FL – ROW
- Hurricane Andrew, 1992 – FL – Incorporated AshBritt, Inc.



# Danny Sides
## Operations Administrator

### Qualifications & Experience – Operational Role: Onsite Quality Control Officer

Danny is one of AshBritt's Quality Control/Project Managers. He deploys to manage disaster recovery operations for assigned project client areas. He conducts debris field surveys, facilitates and communicates progress reports, assists clients with media briefings, and manages disaster recovery operations. He also directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of the contracted scope of work. He ensures contractual compliance in areas of technical approach, quality control, and safety.

### Select AshBritt Experience

**Disaster Experience**
- 14 years

**Areas of Expertise**
- Quality Control
- Operations
- Project Management

**Training & Certifications**
- FEMA IS 100b,100fda, 100hwa, 100hcb. 100he, 100leb, 100pwb, 100swa, 200b, 200hca, 632a, 700a, 701a, 702a, 703a, 704, 706, 800b
- 40 Hour HAZWOPER
- Certified Building Contractor – NC
- ARC: First Aid/CPR/AED

**Education**
- B.S., Operations Management – Auburn University

**AshBritt, Inc. 2010 - Present**
- Hurricanes Helene & Milton – FDEM – Waterway
- Hurricane Beryl, 2024 – Houston, TX – ROW, Haz Tree/Limb
- Tornado, 2024 – Prospect, KY – ROW, Haz Tree/Limb
- Hurricane Idalia, 2023 – FDEP – Waterway debris
- Hurricane Ian, 2022 - FDEM – Roadway, DMS, Disposal, Haz Tree/Limb, Waterway, PPDR/ROE, Demolition, HHW, E-waste, Vehicles/Vessels
- Flooding, 2022 – Kentucky Transportation Cabinet – ROW, Waterway, Disposal
- Hurricane Ida 2021 – NJ – ROW, DDMS, Haul Out, Disposal
- Oregon Wildfires, 2021 – ODOT, OR – PPDR Fire Debris, Haz Tree Removal
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb, Disposal
- Hurricane Michael – 2018 – FDEP, – Waterway Debris
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire – 2017 - USACE - CA PPDR/ROE Fire Debris, Erosion Control, Air Monitoring, & Disposal
- Hurricane Harvey, 2017 – Fort Bend County, TX – ROW, MREs, Generators, DDMS, Haul Out, Disposal
- Hurricane Matthew, 2016 – Volusia County, FL - ROW, DDMS, Haul Out, Disposal, Haz Tree/Limb
- Valley Fire, 2015 – Lake County, CA – Haz Tree Felling, Fire Debris
- Winter Storm Nemo, 2013 – MA – Snow Removal
- Hurricane Sandy, 2012 – Ocean County, NJ, CT – Vessels, Waterway, ROW, DDMS, Disposal
- Tropical Storm Debby, 2012 – FL – C&D ROW, DDMS, Haul Out, Disposal
- Tornadoes, 2011 – Springfield, MA – ROW, DDMS, Disposal, Haz Tree/Limb
- Hurricane Irene, 2011 – CT & MA – ROW, DDMS, Disposal
- Severe Winter Storm, 2011 – CT – ROW, DDMS, Disposal, Haz Tree/Limb
- Severe Winter Storm, 2011 – MA – ROW, DDMS, Disposal, Haz Tree/Limb
- Oil Spill – BP, 2010 – MS & FL – Oil Spill cleanup, Deflection Boom, Skimmers



# Christina Demidio
Controller

## Qualifications & Experience

As the accounting administrator for all AshBritt projects since 2005, Christina manages all payables, reconciles operational reporting to subcontractor invoices, processes subcontractor invoices for payment, and is the lead data entry and invoicing contact. She handles all invoicing and subcontractor files for all our subcontractors. She assists the project managers in all administrative duties. This includes but is not limited to invoices and billing for all clients and subcontractors. Currently, Christina is managing all client invoicing and subcontractor payments for AshBritt's Hurricane Debby and Beryl responses.

## Select AshBritt Finance Experience

**Disaster Experience**
- 18 years

**Areas of Expertise**
- Data Management
- Subcontractor Management
- FEMA Documentation

**Training & Certifications**
- FEMA IS 100 & 200
- Florida Notary
- USACE CQCM for Contractors

**Education**
- Pensacola Christian College, BS in Music Education (piano proficiency)
- Pensacola Christian College, MS in Music Education (piano proficiency)

### AshBritt, Inc. 2004 - Present

- Controller – Managed the billing for all of the following disaster responses and more:
  - Flooding, 2024 – State of NM
  - Hurricane Milton, 2024 – FL
  - Hurricane Helene, 2024 – FL, GA, SC, NC, VA, USACE
  - Hurricane Debby, 2024 – FL
  - Hurricane Beryl, 2024 – TX
  - Nationwide Storms and Tornadoes, 2024 – FL, GA, TX, KS, KY
  - Hurricane Idalia, 2023 – FL & GA
  - Hurricane Nicole, 2022 – Brevard County, FL
  - Hurricane Ian, 2022 – FL
  - Tornadoes, 2022 – Hopkins County, KY
  - Hurricane Nicholas, 2021 – Freeport, TX
  - Hurricane Ida, 2021 – LA, MS, and NJ
  - Oregon Wildfires, 2021 – Oregon DOT
  - Hurricane Sally, 2020 – Escambia County, FL
  - Hurricane Laura, 2020 – Orange County, TX
  - Tropical Storm Isaias, 2020 – NY & CT
  - Tropical Storm Imelda, 2020 – Orange County, TX
  - Hurricane Dorian, 2019 – SC
  - Winter Storm Gia, 2019 – Overland Park, KS
  - Hurricane Michael, 2018 – FL, GA, USACE
  - California Wildfires, 2017 – USACE
  - Hurricane Irma, 2017 – FL, GA, SC
  - Hurricane Harvey, 2017 – TX
  - Hurricane Matthew, 2016 – FL, GA, SC
  - Winter Storm Jonas, 2016 – MD & VA
  - Blue Cut Fire, 2016 – San Bernardino County, CA
  - Soberanes Fire, 2016 – Monterey County, CA
  - Severe Storm, 2016 – Collier County, FL
  - Valley Fire, 2015 – PG&E, Lake County, CA
  - Flooding, 2015 – Charleston, SC
  - Winter Storm Pax, 2014 – GA & SC
  - Hurricane Sandy, 2012 – VA, NY & NJ



# Shelby Pay-Chaney
Technical Assistance Manager

## Qualifications & Experience

Shelby is a seasoned emergency management expert with a decade of state and federal experience. As a former FDEM Appeals Officer and FEMA Appeals Supervisor, she has extensive knowledge of FEMA's Public Assistance program. With over 300 appeals adjudicated, Shelby is skilled in policy analysis, stakeholder coordination, and disaster recovery. Her expertise spans all disaster types and recovery categories, making her an invaluable asset in complex disaster response and recovery efforts.

## Select AshBritt and Related Experience

**Disaster Experience**
- 12 years

**Areas of Expertise**
- ĞĚNJẮĂŘẮĂṚ̌rôĝ̣ŕ́ń
- Rṛôçŭṛěń ěňţ
- ĞěđěṛắḷĂṚ̌ěĭń čŭṛ' ěń ěňţĂ Ŗěř ŭĭṛěń ěňţ'

**Training & Certifications**
- FEMA Professional Development Certification
- FEMA Certified Site Inspector
- Certified COR
- FEMA PDAT Trainer
- FEMA IS-100.c, IS-632.a, IS-633, IS-700, IS-1000, IS-1001, IS-1018, IS-1027, and IS-1300
- Regional FMAG Advisor

**Education**
- Florida State University – B.S. in Sociology and Public Administration Certificate

### AshBritt, Inc. 2023 – Present
- Flooding, 2024 – New Mexico – Technical Assistance
- Hurricane Milton, 2024 – St. Johns County, FL – Debris Surveys & Technical Assistance
- Hurricane Helene, 2024 – USACE, NC & GA Ops – Technical Assistance
- Hurricane Beryl, 2024 – Harris County, TX – FEMA Cost Eligibility Assistance
- Hurricane Idalia, 2023 – Valdosta, GA – Procurement Rules Assistance

### FEMA Region 4, 2015-2023
- Appeals Supervisor – Led team of policy analysts and Technical Assistance Contractors in reviewing, analyzing, and preparing responses to the first appeals submitted by Region 4 applicants. Attended policy briefings, provided recommendations for nationwide policy revisions/updates, and assisted arbitration panels. Prepared PA eligibility, appeal evaluation, and authorship training.
- COVID-19 (DR-4486-FL), 2020 – Non-congregate housing eligibility reviews
- Fire Management Assistance Grant Officer – Provided Regional Administrator with declaration recommendations for the Southeastern Kentucky Fire Complex, 2016, and Kentucky Eagle's Nest Fire, 2016

### Florida Division of Emergency Management (FDEM), 2013-2015
- Appeals Officer ("Blue Skies") – Tracked grant lifecycles, provided first and second appeal recommendations, reviewed audits and identified related implications, coordinated with local, state, and federal stakeholders on issues related to appeals, and evaluated projects and scenarios for FEMA PA Program eligibility compliance.
- Senior Management Analyst ("Gray Skies") – Traveled to disaster sites to complete Preliminary Damage Assessments with subrecipient and FEMA representatives. Worked at Joint Field Offices (JFO) to assist with project development and quality assurance.
- PDAs and JFO Deployment: Severe Storms, Tornadoes, Straight-Line Winds and Flooding (DR-4177-FL), 2014

### Lyons & Farrar, PA, 2012-2013
- Legal Assistant - Managed over 200 individual and business economic loss claims related to the Deepwater Horizon Economic Settlement and BP Claims Program.



# Jackie Ryan
Procurement Director

## Qualifications & Experience

Jackie is integral to the management of various contracts, documents, and business services for AshBritt. She is self-motivated and possesses the ability to work in a fast-paced environment with changing priorities and deadlines. She has strong organizational skills and the ability to prioritize assignments while simultaneously working on and managing multiple tasks. Her compliance and contract management experience are unmatched. Additionally, **she has lived in the City of Plantation for 30+ years**. Her working knowledge of the City is invaluable to the AshBritt team.

## Select AshBritt and Related Experience

### Years of Experience
- 18 years

### Areas of Expertise
- Microsoft Office: Excel, Word, Outlook, Powerpoint, Access; SharePoint
- Adobe Acrobat; Infor (Lawson); SAP Ariba & Meditract (electronic contract processing system)
- Enterprise Content Management (ECM – electronic invoice approval system
- FEMA IS 100 & 700
- DocuSign,
- ServiceNow
- Workday
- Caspio

### Education
- BBA with a Major in Management, Florida Atlantic University, Boca Raton, FL

### AshBritt, Inc. 2019 - Present
- Manages the lifecycle of AshBritt's client contracts, ensuring that the terms and conditions are mutually beneficial for all parties.
- Implements and oversees the electronic signature process, enabling contracts to be fully executed within minutes.
- During a disastrous event, implements a myriad of agreements, including subcontractor, disposal, and land use agreements.
- Provides operational support to all Regional Managers.
- Assists clients with the development of mutual aid agreements or MOUs that allow shared contracting with AshBritt in emergency scenarios.

### Cancer Treatment Centers of America, Boca Raton Fl – 2018
- Supply Chain Advisor – Developed and presented an interim centralized contract review process to the executive team of each hospital (5 hospitals nationwide ); Assisted with the development of contract management system (SAP Ariba) including customized reports, dashboards, created electronic contract form, order of contract review, electronic signatures, etc.; Developed complex solicitation documents and facilitated the entire sourcing and contracting process including vendor search, proposal evaluation, and negotiations.

### Memorial Healthcare System, Hollywood, FL 2005-2017
- RFP Sourcing Director – Provided daily supervision to staff, including hiring, training, evaluations, assignment and monitoring goals, approving time off, assigning and reviewing projects, contracts, RFPs/RFQs, etc.; Consistently reviewed vendor spending and developing sourcing strategies for future cost savings opportunities without jeopardizing quality service levels; Responsible for developing and managing complex, cross-functional, enterprise-wide multi-million dollar strategic sourcing tasks for all Departments (I.T., Clinical and Operational) and engaging all stakeholder teams and business units

### North Broward Hospital District – Ft. Lauderdale, FL 1984-2005
- Contracts Coordinator, Contract Administration & Compliance – Assisted in drafting specifications for Requests for Proposals (RFP), Requests for Qualifications (RFQ), and Formal Bids; Participated in scoring/selection.

- **Licenses and Certifications**

Below are copies / images of AshBritt's licenses and employees certifications.

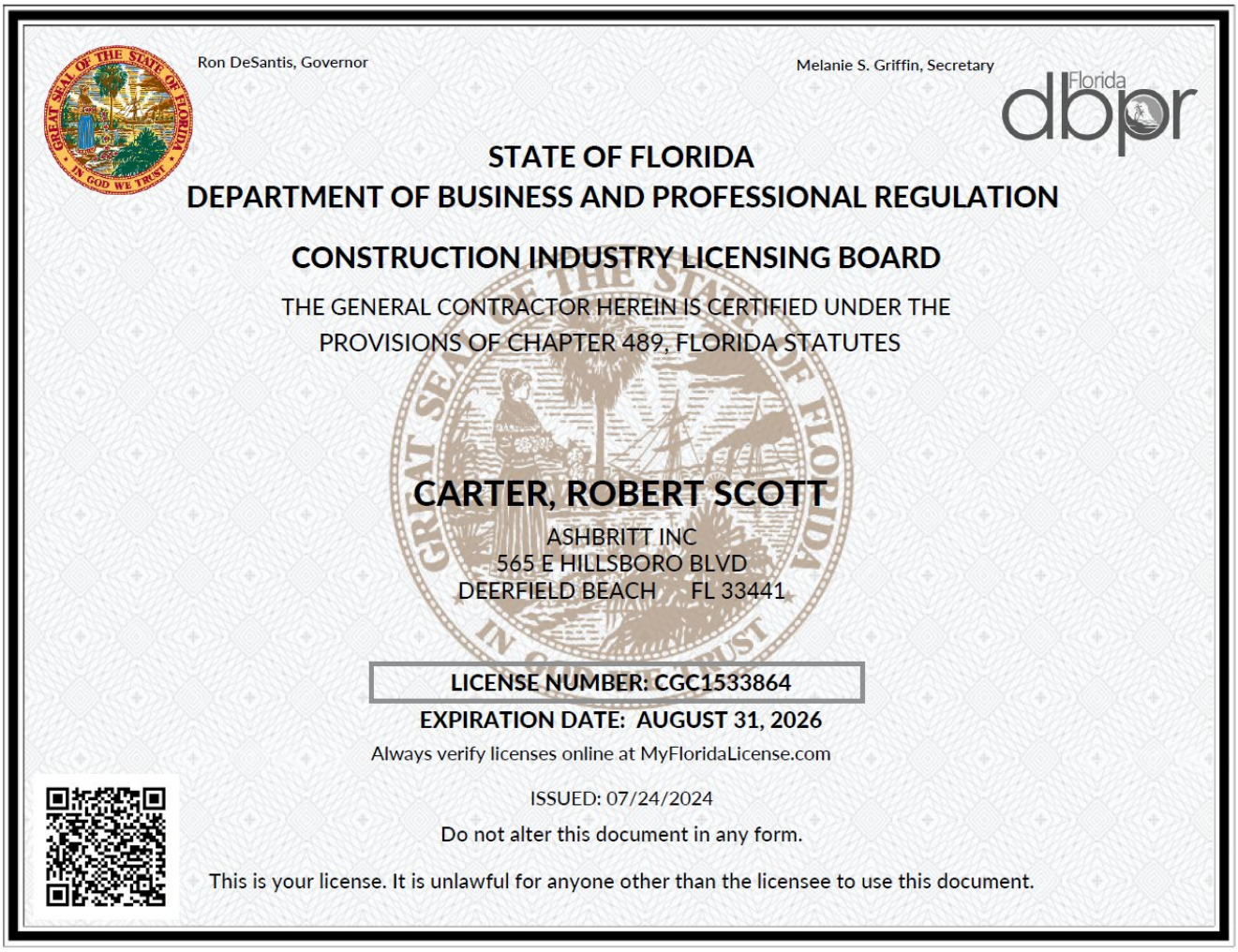

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CARTER, ROBERT SCOTT

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH FL 33441

LICENSE NUMBER: CGC1533864
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# State of Florida
## Department of State

I certify from the records of this office that ASHBRITT, INC. is a corporation organized under the laws of the State of Florida, filed on October 28, 1992.

The document number of this corporation is P92000000600.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

*Secretary of State*

**Tracking Number: 3789157125CC**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 189-346925
**Business Name:** ASHBRITT INC
**Business Type:** ALL OTHER TYPES CONTRACTOR (DISASTER DEBRIS REMOVER)

**Owner Name:** ROBERT SCOTT CARTER (QUALIFIER)
**Business Location:** 565 E HILLSBORO BLVD DEERFIELD BEACH
**Business Opened:** 10/01/2024
**State/County/Cert/Reg:** CGC1533864
**Exemption Code:**
**Business Phone:** 954-725-6992

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 28 | | |

For Vending Business Only — Number of Machines: — Vending Type:

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 81.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 81.00 |

Receipt Fee 81.00
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH, FL 33441

Receipt #13B-24-00000103
Paid 10/02/2024 81.00

**2024 - 2025**

---

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954) 480-4333
E-mail: web.btr@deerfield-beach.com

Deerfield Beach
Florida

Business Tax Receipt License
2024 - 2025
License Number: 2025-465976
Expires: 9/30/2025

Classification: GENERAL CONTRACTOR'S OFFICE

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH, Florida 33441

Business Location: 565 E HILLSBORO BLVD DFB 33441
Service(s): OFFICE: 1 LIC'D CONTRACTOR

Notice: This Business Tax Receipt License becomes ***NULL*** and ***VOID*** if ownership, business name, or business location has changed. The business owner must apply for a Certificate of Use. Once the Certificate of Use has been issued, the business owner must apply for the Business Tax Receipt License.

SAM.GOV®

# ASHBRITT INC

| Unique Entity ID | CAGE / NCAGE | Purpose of Registration |
|---|---|---|
| **YH8JGLSMAQX3** | **00Z46** | **All Awards** |
| Registration Status | Expiration Date | |
| **Active Registration** | **Feb 21, 2025** | |
| Physical Address | Mailing Address | |
| **565 E Hillsboro BLVD**<br>**Deerfield Beach, Florida 33441-3543**<br>**United States** | **565 E Hillsboro BLVD**<br>**Deerfield Beach, Florida 33441-3543**<br>**United States** | |

An official website of the United States government Here's how you know

Enroll • Login | Español

E-Verify

Employers Employees About E-Verify Key Links Search

Home > About E-Verify > E-Verify Data > How To Find Participating Employers

## How To Find Participating Employers

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

**Parameters:**

- USCIS updates the search tool data every quarter. However, employer status may be updated as needed.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters

## Search

Business Name: AshBritt

Primary Industry Type: Select Industry Type(s)

Hiring Site Locations (by state): Select State(s)

Account Status: - Any -

Items per page: 10

SEARCH RESET

| Employer | Doing Business As | Account Status | Date Enrolled | Date Terminated | Workforce Size | Number of Hiring Sites | Hiring Site Locations (by state) |
|---|---|---|---|---|---|---|---|
| AshBritt, Inc. | | Open | 08/07/2008 | | 20 to 99 | 1 | FL |

## EMPLOYEE CERTIFICATIONS

### USACE Construction Quality Management for Contractors - #784

Randal Perkins / Charles "Dow" Knight / Bob Hewett / Rob Ray / Bill Johnson / Daniel Demidio / Blake Beeghly / Ryan Beeghly / Blake Beeghly / Jason Santiago / Danny Sides / Andy Rudd / Jim Loomis / Kelly Beckmann / Jason Haynie / Jason Fawcett / Jamie Robbins


U.S. ARMY CORPS OF ENGINEERS
USACE LEARNING CENTER
HUNTSVILLE, ALABAMA
NAVFAC
CERTIFICATE
Charles Knight
SAJ-04-13-00016
has completed the Corps of Engineers and Naval Facility Engineering Command Training Course
CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784
West Palm Beach, Florida
May 2, 2013
Jacksonville District
Edwin Cuebas
Tel (904) 232-1128
Location
Training Date(s)
Instructional District/ NAVFAC
COMQC Manager
Walter D. Wood
walter.d.wood@usace.army.mil
(561) 340-1520
Facilitator/Instructor
Email
Telephone
Facilitator/Instructor Signature
THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE
CQM-C Recertification online course: https://www.myuln.net
Chief, USACE Learning Center
Jeffrey D. Dziedzic

### IS-00100 – Introduction to the Incident Command System (ICS 100)

Randal Perkins / Charles "Dow" Knight / Bob Hewett / Rob Ray / Bill Johnson / Daniel Demidio / Matt Gierden / Brian Thomason / Jason Santiago / Richie Bensh / Christina Demidio / Danny Sides / Christopher Holsinger / Jason Fawcett / Brian Thomason / Shelby Pay-Chaney / Andy Rudd / Holly Raschein / Jackie Ryan / Jason Haynie / Jeanne Landry / Jamie Robbins / Dilia Camacho / Roosevelt Gray / Jim Loomis / Corey Flowers / Josue Guerrero


Incident Command System
Certificate of Training
FEMA
USDA
This certifies that
Matthew John Gierden
has successfully completed the course
I-100 Introduction to the Incident Command System
on 08 / 26 / 2009
ICS: Effectively Managing Incident Response

### IS-00200.b – ICS for Single Resources and Initial Action Incidents

Christina Demidio / Matt Gierden / Christopher Holsinger / Rob Ray / Jason Fawcett / Brian Thomason


Emergency Management Institute
FEMA
This Certificate of Achievement is to acknowledge that
MATTHEW J GIERDEN
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:
IS-00200.b
ICS for Single Resources and Initial Action Incident, ICS-200
Issued this 28th Day of February, 2013
IACET
0.3 IACET CEU
Tony Russell
Superintendent
Emergency Management Institute

### IS-00632 – ICS Introduction to Debris Operations

Bill Johnson / Charles "Dow" Knight / Matt Gierden / Andy Rudd Jr. / Danny Sides/ Christopher Holsinger / Brian Thomason / Shelby Pay-Chaney / Dilia Camacho / Jason Haynie / Jim Loomis / Rob Ray / Jamie Robbins / Roosevelt Gray / Kenneth Jones / Jason Fawcett / Corey Flowers / Josue Guerrero


Emergency Management Institute
FEMA
This Certificate of Achievement is to acknowledge that
ROBERT W RAY
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:
IS-00632.a
Introduction to Debris Operations
Issued this 11th Day of July, 2013
IACET
0.2 IACET CEU
Tony Russell
Superintendent
Emergency Management Institute

| IS-00700 – National Incident Management System (NIMS), an Introduction | IS-00800.B – National Response Framework, an Introduction |
|---|---|
| Randal Perkins / Charles "Dow" Knight / Bob Hewett / Rob Ray / Bill Johnson / Daniel Demidio / Matt Gierden / Brian Thomason / Jason Santiago / Richie Bensh / Christina Demidio / Danny Sides / Christopher Holsinger / Jason Fawcett / Brian Thomason / Shelby Pay-Chaney / Andy Rudd / Holly Rachein / Jackie Ryan / Jason Haynie / Jeanne Landry / Jamie Robbins / Dilia Camacho / Roosevelt Gray / Jim Loomis / Corey Flowers / Josue Guerrero | Matt Gierden / Bob Hewett / Rob Ray / Brian Thomason / Corey Flowers / Josue Guerrero / Shelby Pay-Chaney / Dilia Camacho |
|  |  |
| **IS-00230.d - Fundamentals of Emergency Management** | **IS-1000 Public Assistance Program and Eligibility** |
| Christopher Holsinger / Josue Guerrero / Jason Fawcett | Christopher Holsinger / Rob Ray / Jason Fawcett / Brian Thomason / Danny Sides / Dilia Camacho / Charles "Dow" Knight / Shelby Pay-Chaney / Jim Loomis / Roosevelt Gray |
|  |  |

## IS-00253 - Coordinating Environmental & Historic Preservation Compliance

Matt Gierden / Josue Guerrero / Jason Fawcett



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MATT J GIERDEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00253
Coordinating Environmental & Historic Preservation Compliance

*Issued this 31st Day of August, 2009*

1.0 CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

## Emergency Management Standards of Excellence Certificate of Achievement

Christopher Holsinger / Shelby Pay-Chaney



Emergency Management Institute

FEMA

CHRISTOPHER R HOLSINGER

has reaffirmed through completion of the Emergency Management Institute's Professional Development Series a commitment to Standards of Excellence in Emergency Management.

Certificate of Achievement

On this Day, 29 March 2013

Superintendent
Emergency Management Institute

## IS-00230 - Principles of Emergency Management

Matt Gierden / Christopher Holsinger



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MATTHEW J GIERDEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00230
Principles of Emergency Management

*Issued this 28th Day of August, 2009*

1.0 IACET CEU

IACET

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

## IS-00240 - Leadership & Influence

Christopher Holsinger / Josue Guerrero / Jason Fawcett



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN T JANSEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00240
Leadership & Influence

*Issued this 20th Day of April, 2008*

0.9 CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

## First Aid, CPR, AED

Daniel Demidio / Richie Bensh / Matt Gierden / Christopher Holsinger / Charles "Dow" Knight / Dilia Camacho



American Heart Association
Learn and Live

Heartsaver® First Aid

Midwest Indiana

Portage Fire-EMS

Heather Pavlik

05/2011

01/2013

Course Curriculum completed:
A. Adult First Aid
B. Environmental Emergencies
C. Adult/Child CPR With Mask
D. Adult/Child AED
E. Infant CPR With Mask

Call 911 in case of an emergency
Poison Control Center 1-800-222-1222
Visit our website: americanheart.org/cpr
For training information call: 1-877-AHA-4CPR

## OSHA 10 HR Construction Industry Safety Training

Charles "Dow" Knight / Christopher Holsinger / Rob Ray / Jason Fawcett / Brian Thomason



This certifies that

Adam J. Vandenhouten

10-Hour OSHA Construction Course

February 8, 2007

Jack Smith

Jack Smith

| Supervisor Safety Training | OSHA Hazardous Waste Operations and Emergency Response 8-Hour Refresher |
|---|---|
| Charles "Dow" Knight / Daniel Demidio | Matt Gierden / Rob Ray / Jason Fawcett |
|  |  |
| **First Responder Operations Level Training Certification** | **IS-00139 - Exercise Design** |
| Daniel Demidio / Charles "Dow" Knight / Matt Gierden / Danny Sides / Wayne Smith / Jeffrey Spoerl / Christina Demidio | Christopher Holsinger |
|  |  |
| **IS-00120.a - An Introduction to Exercises** | **IS-00208.a - State Disaster Management** |
| Christopher Holsinger / Jason Fawcett / Corey Flowers / Josue Guerrero | Christopher Holsinger |
|  |  |

| IS-00200.HCa - Applying ICS to Healthcare Organizations | IS-00241.a - Decision Making and Problem-Solving |
|---|---|
| Christopher Holsinger / Danny Sides | Christopher Holsinger |
|  |  |
| **IS-00235 - Emergency Planning** | **IS-00703.a - NIMS Resource Management** |
| Christopher Holsinger / Josue Guerrero / Jason Fawcett | Christopher Holsinger / Josue Guerrero |
|  |  |
| **IS-00244.a - Developing and Managing Volunteers** | **IS-00660 - Intro to Public-Private Partnerships** |
| Christopher Holsinger | Christopher Holsinger |
|  |  |

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHRISTOPHER R HOLSINGER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.HCa
Applying ICS to Healthcare Organizations
ICS-200 for Health Care/Hospitals

Issued this 12th Day of March, 2012

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHRISTOPHER R HOLSINGER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00241.a
Decision Making and Problem Solving

Issued this 19th Day of March, 2013

0.8 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHRISTOPHER R HOLSINGER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00235.a
Emergency Planning

Issued this 5th Day of January, 2012

1.0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHRISTOPHER R HOLSINGER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00703.a
NIMS Resource Management

Issued this 14th Day of October, 2013

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHRISTOPHER R HOLSINGER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00244.a
Developing and Managing Volunteers

Issued this 29th Day of March, 2013

1.0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHRISTOPHER R HOLSINGER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00660
Introduction to Public-Private Partnerships

Issued this 25th Day of October, 2012

0.2 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

| IS-00704 - NIMS Communications and Information Management | National EMS Certification |
|---|---|
| Christopher Holsinger | Christopher Holsinger |
|  |  |
| **IS-00775 - EOC Management and Operations** | **Cold Weather Injuries Certification** |
| Christopher Holsinger | Charles "Dow" Knight |
|  |  |
| **Hot Weather Injuries Certification** | **Consequence Management - Disaster Course** |
| Charles "Dow" Knight | Charles "Dow" Knight |
|  |  |

| Antiterrorism Level I Awareness Training | Joint Humanitarian Operations Course |
|---|---|
| Charles "Dow" Knight | Charles "Dow" Knight |
|  |  |
| **40-Hour HAZWOPER Certification** | **Certified Master Arborist/ Certified Arborist, Intl. Society of Arboriculture** |
| Christopher Holsinger / Richie Bensh / Danny Demidio / Matt Gierden / Charles "Dow" Knight / Rob Ray / Jason Fawcett / Brian Thomason / Roosevelt Gray / Italo Vieira / Josue Guerrero | Jason Fawcett / Eric Davis |
|  |  |
| **Logistics Management Certificate** | **Broward County Tree Pruning Lic: B-179** |
| Charles "Dow" Knight | Daniel Demidio / Richie Bensh |
|  | 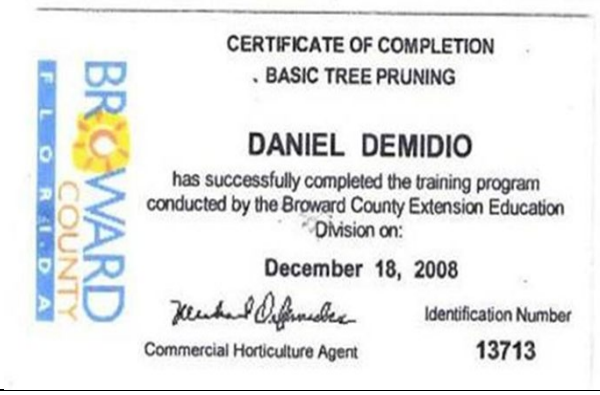 |

| OSHA First Responder Operations | Ethics Training Workshop – Lead2Succeed |
|---|---|
| Christopher Holsinger | Tom Credle |
|  |  |
| **Florida Intermediate Work Zone Traffic Control** | **Job Hazard Analysis Training** |
| Danny Demidio / Rich Bensh | Charles "Dow" Knight |
| 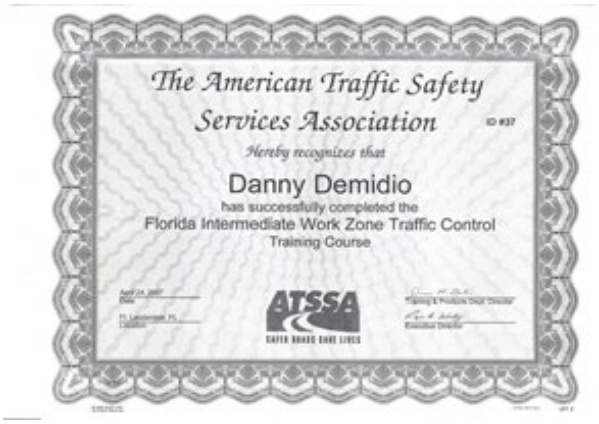 | 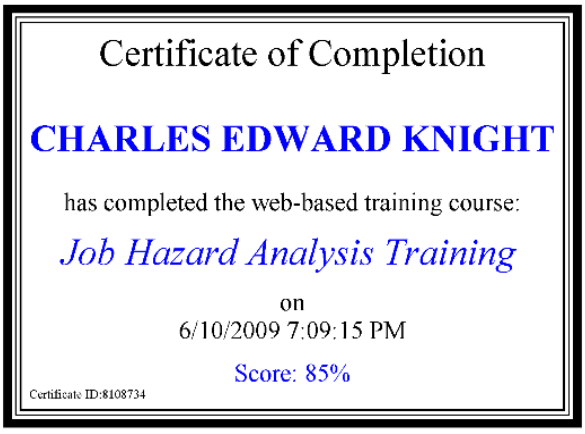 |
| **Fall Protection - Ladder Safety & Scaffolding Certificates** | **G-400-Advanced Incident Command System and General Staff: Complex Incidents** |
| Charles "Dow" Knight / Matt Gierden / Rob Ray | Christopher Holsinger |
|  | 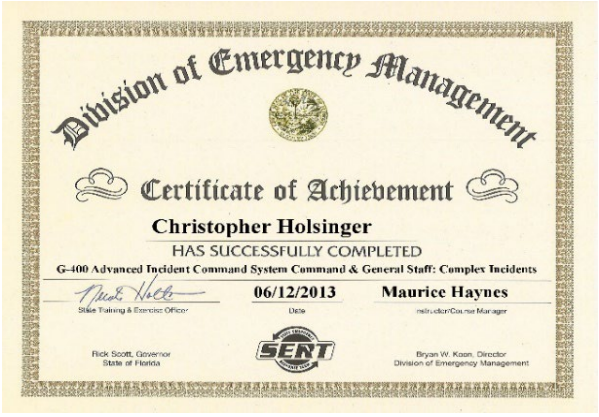 |

| G-278-Benefit-Cost Analysis: Entry-Level Training | FL-601-Preliminary Damage Assessment |
|---|---|
| Christopher Holsinger | Christopher Holsinger |
| 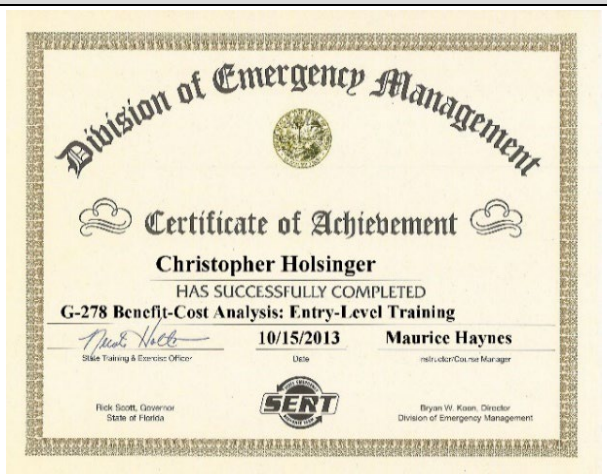 | 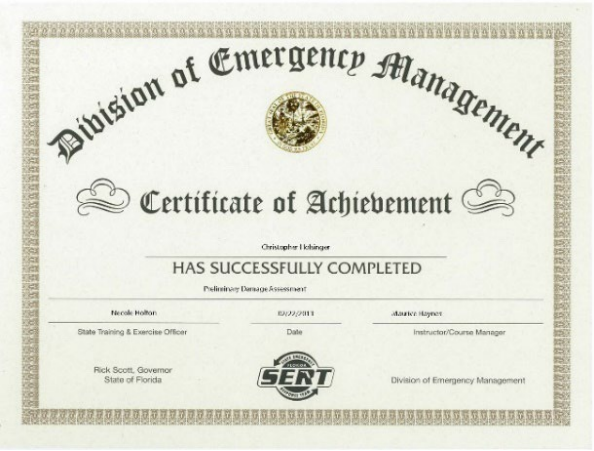 |
| **Antiterrorism Level I Awareness Training** | **G-272-Warning Coordination** |
| Charles "Dow" Knight / Rob Ray / Matt Gierden | Christopher Holsinger |
|  | 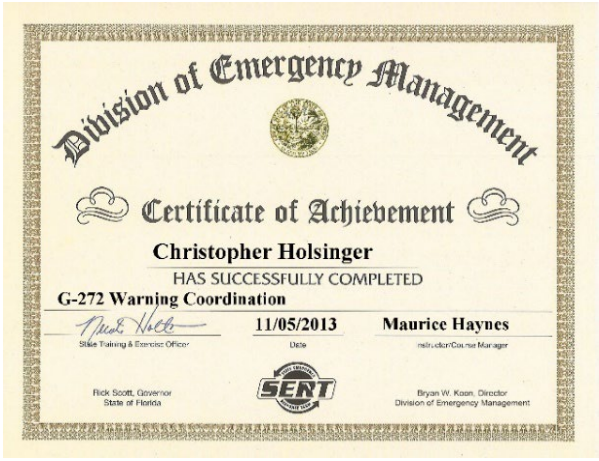 |
| **G-300-Intermediate Incident Command System for Expanding Incidents** | **G-393-Mitigation for Emergency Managers** |
| Christopher Holsinger / Shelby Pay-Chaney | Christopher Holsinger |
| 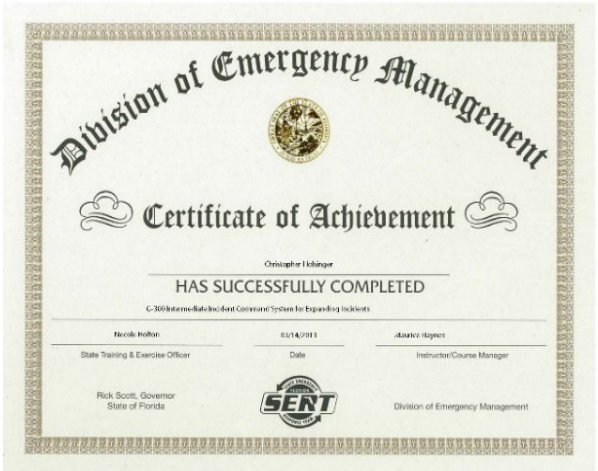 | 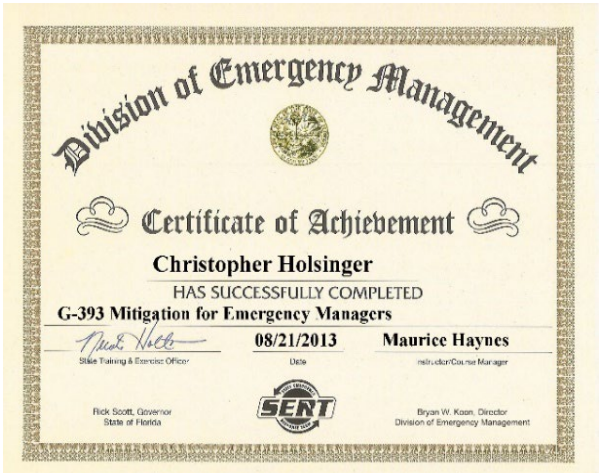 |

| G-202-Debris Management | FI-603 Public Assistance Grant Program |
|---|---|
| Christopher Holsinger / Charles "Dow" Knight / Brittany Perkins / Rob Ray / Dilia Camacho | Christopher Holsinger/ Matt Gierden |
| 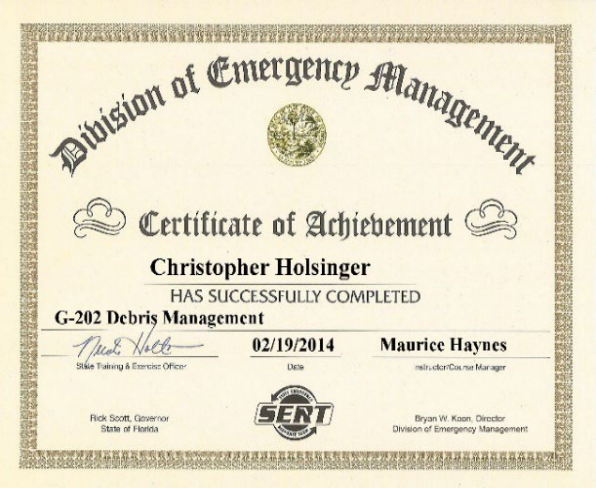 |  |
| **L-948-Situational Awareness and Common Operating Picture** | **FEMA PDAT Training** |
| Christopher Holsinger | Christopher Holsinger |
| 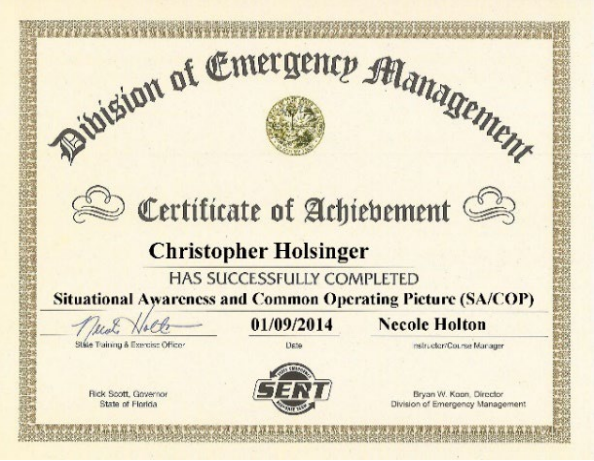 |  |
| **32 Professional Development Hours Certificate** | **IS-00242 - Effective Communication** |
| Rob Ray | Christopher Holsinger / Josue Guerrero / Jason Fawcett |
|  |  |

| MEMA Building Resilience by Reducing Infrastructure Vulnerability (H-2016) Training | OSHA 30 Hr Outreach General Industry |
|---|---|
| Rob Ray / Charles "Dow" Knight | Jason Fawcett / Rob Ray / Josue Guerrero |
|  |  |
| **Respirable Crystilline Silica Safety Awareness Course: General Industry** | **IS-200.C - Basic Incident Command System for Initial Response ICS-200** |
| Jason Fawcett / Corey Flowers / Josue Guerrero | Corey Flowers / Josue Guerrero |
|  |  |
| **FL-606 Environmental & Historic Preservation Compliance Training** | **IS-907 - Active Shooter: What You Can Do** |
| Christopher Holsinger | Jason Haynie / Josue Guerrero / Jason Fawcett / Corey Flowers / Shelby Pay-Chaney |
|  | 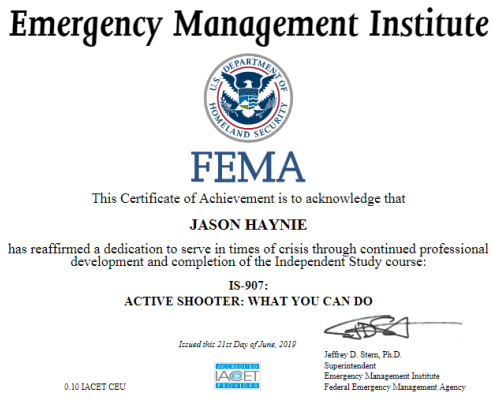 |

| Florida Division of Emergency Management - F-ROC Opt-in eLearning | Project Management Institute - Six Sigma: Black Belt |
|---|---|
| Charles "Dow" Knight | Matt Gierden |
| 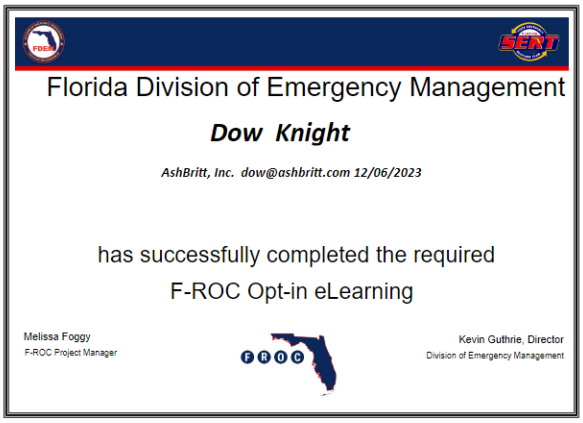 | 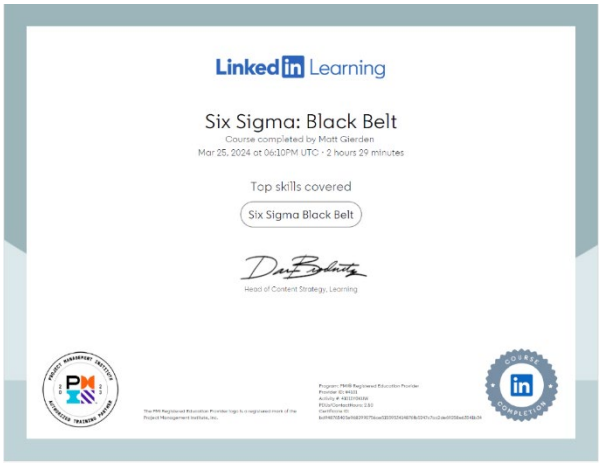 |
| **IS-5.A - An Introduction to Hazardous Materials** | **IS-37.20 - Managerial Safety and Health** |
| Jason Haynie / Josue Guerrero / Jason Fawcett | Jason Haynie / Shelby Pay-Chaney |
|  |  |
| **United States Marine Corps Environmental Management System Lead Auditor Training** | **Maintaining and Implementing Sustainable INRMPs Course** |
| Corey Flowers | Corey Flowers |
|  |  |

| Stormwater Management: Permits and Plans | SPCC Plans: A Practical Approach to Compliance |
|---|---|
| Corey Flowers | Corey Flowers |
|  |  |
| **ISO 14001:2015 Management Overview** | **ISO 14001:2015 EMS Lead Auditor Training** |
| Jason Fawcett / Corey Flowers | Jason Fawcett |
|  |  |
| **IS-545.A - Reconstitution Planning Course** | **IS-329.A - State Mitigation Planning Training** |
| Jason Fawcett / Corey Flowers / Josue Guerrero | Jason Fawcett / Corey Flowers / Josue Guerrero |
|  |  |

## OSHA - Heat and Cold Stress

Josue Guerrero




## 40-Hour EM 385 1-1 USACE Safety & Health

Josue Guerrero / Jason Fawcett




## FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Josue Guerrero




## IS-633 - Debris Management Plan Development

Jason Haynie / Josue Guerrero / Jason Fawcett / Corey Flowers / Shelby Pay-Chaney




## IS-1027 - Fire Management Assistance Grants (FMAG)

Shelby Pay-Chaney




## IS-1018 - Determination Memorandums and Appeals

Shelby Pay-Chaney



## IS-1300 - Introduction to Continuity of Operations

Shelby Pay-Chaney

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

**SHELBY PAY-CHANEY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-1300:**
**INTRODUCTION TO CONTINUITY OF OPERATIONS**

*Issued this 09th Day of December, 2020*

0.10 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

## UF TREEO Center - Understanding Hazardous Waste Regulations in Solid Waste Operations and Recycling

Dilia Camacho

UF TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

Certifies

**Dilia Camacho**

attended

**Understanding Hazardous Waste Regulations in Solid Waste Operations and Recycling**

**January 14, 2015**

and is awarded this

*Certificate of Attendance*

Date issued: 01/14/2015
CEUs: 0.8
Solid Waste Landfill/C&D/TS/MRF: 8.0; Spotter 4.0 Course #720
University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu

Carol Hinton, Associate Director

## IS-35 - FEMA Safety Orientation

Jason Haynie / Jason Fawcett / Josue Guerrero / Corey Flowers

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

**JASON HAYNIE**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-35.19:**
**FEMA SAFETY ORIENTATION 2019**

*Issued this 21st Day of June, 2019*

0.20 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

## IS-1001 - The Public Assistance Delivery Model Orientation

Shelby Pay-Chaney

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

**SHELBY PAY-CHANEY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-1001:**
**THE PUBLIC ASSISTANCE DELIVERY MODEL ORIENTATION**

*Issued this 26th Day of May, 2020*

0.40 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

## FDEM SERT Vendor Procurement Workshop

Jason Fawcett




## IS-1010 – Emergency Protective Measures

Shelby Pay-Chaney

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

**SHELBY PAY-CHANEY**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-1010:**
**Emergency Protective Measures**

*Issued this 24th Day of June, 2024*

0.30 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

## Tasks To Be Subcontracted Out

**On-site Project Managers will always be an employee of AshBritt.** Our subcontractors provide and operate the trucks to collect and haul the debris. Please see below project roles and responsibilities.

| Project Role / Scope of Work Activity | Service provided by: | |
|---|---|---|
| | AshBritt | Subcontractors |
| **Project Role** | | |
| Project Manager | • | |
| Operations Manager | • | |
| Quality Control Manager | • | |
| Field QC Supervisors & Field/Site QC Personnel | • | • |
| Operations Supervisor | • | |
| Logistics Managers | • | • |
| Sector Managers | • | • |
| Environmental Health & Safety Manager | • | |
| Health & Safety Monitor | • | • |
| Safety Training Personnel | • | |
| Environmental Compliance Manager | • | • |
| Hazardous Material Field Personnel | • | • |
| DDMS Director | • | |
| DDMS Manager | • | • |
| DDMS Foremen | • | |
| Technical Assistance Manager | • | |
| Data/Administrative Personnel | • | • |

When utilizing subcontractor resources, we establish stringent standards and guidelines to protect AshBritt and the City's interests. AshBritt's Subcontracting Plan sets performance criteria for subcontractors to develop a capable workforce. Most importantly, the plan ensures the participation of qualified disaster-affected local firms, thereby boosting the local economic recovery. All subcontractors must be pre-approved from our resource database, and have a favorable evaluation from either a prior AshBritt project or at least three non-AshBritt projects, or the favorable endorsement of the client. All equipment to be deployed is inspected and certified as operationally safe. Workforce safety training is administered as necessary, and a compliance agreement with safety policies as mandated by governing authorities must be acknowledged.

Subcontractors must execute a hold-harmless agreement indemnifying the City as well as relevant stakeholders. Based on the estimated cost of the project, comprehensive insurance coverage, including worker's compensation, is mandated to cover the estimated amount. A certificate of liability insurance with established limits as mandated by the contract must be submitted before work can begin. Moreover, compliance with applicable federal, state, and local tax, unemployment compensation, and worker compensation laws is required.

## SECTION 5. LITIGATION AND TERMINATIONS

i. AshBritt has had no litigation filed against its key personnel in the past 5 years. Throughout the years, AshBritt has had hundreds of employees working on a variety of projects across the United States. We are proud to have a litigation record well under the industry average, particularly when it comes to matters relating to safety and the scope of work this contract covers. Further, we have never had a lawsuit filed against us relating to performance. In the past 5 years, we have had 4 lawsuits in which we were a named defendant. The 4 lawsuits were each filed in 2023 after our year long project where we performed disaster debris cleanup in 6 counties in eastern Kentucky that were affected during the 2022 flooding event. 3 of the lawsuits related to property damage caused by our Subcontractors (1 has been dismissed already; 2 are pending) and 1 lawsuit was a dispute between two subcontractors in which we were later added to the suit (dismissed).

ii. Neither AshBritt nor any of its principals has ever declared bankrupt or organized under Chapter 11 or put into receivership.

iii. Neither AshBritt nor any of its principals have had any criminal violations and/or convictions.

iv. AshBritt has had no contracts for the services sought under this RFSP that were terminated for default, non-performance or delay in the past five (5) years.

v. AshBritt has no closed, active, pending audits, lawsuits, judgments or disputes with FEMA.

vi. AshBritt has not been notified of any instance where a client was unable to recover FEMA reimbursement as a result of our work.

## SECTION 6. COST DETAIL

**** Please see the following pages for AshBritt's Cost Sheet ****

# REVISED BID/PROPOSAL FORM NO. 2

**RFSP NO. 001-25**
**DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES – TERM CONTRACT**

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* AshBritt, Inc.

| **Equipment with Operator** | **Estimated Quantity** | **UOM** | **Unit Cost $** | **Extended Cost $** |
|---|---|---|---|---|
| 50' Bucket Truck | 140 | HRS | $225.00 | $31,500.00 |
| Crash Truck w/Impact Attenuator | 70 | HRS | $150.00 | $10,500.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | HRS | $165.00 | $11,550.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | HRS | $185.00 | $12,950.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | HRS | $205.00 | $14,350.00 |
| Dozer, Tracked, D8 or Equivalent | 70 | HRS | $450.00 | $31,500.00 |
| Dump Truck, 16 +/- CY | 70 | HRS | $120.00 | $8,400.00 |
| Dump Truck, 20 +/- CY | 70 | HRS | $195.00 | $13,650.00 |
| Dump Truck, 38 +/- CY | 70 | HRS | $235.00 | $16,450.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | HRS | $70.00 | $4,900.00 |
| Generator, 200 kW, List kW Capacity | 70 | HRS | $198.00 | $13,860.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | HRS | $665.00 | $46,550.00 |
| Light Plant with Fuel and Support | 140 | HRS | $60.00 | $8,400.00 |
| Gradere w/12" Blade (Min. 30,000 LB) | 70 | HRS | $215.00 | $15,050.00 |
| Hydraulic Excavator, 1.5 CY | 70 | HRS | $195.00 | $13,650.00 |
| Hydraulic Excavator, 2.5 CY | 70 | HRS | $235.00 | $16,450.00 |
| Kunckleboom Loader | 140 | HRS | $295.00 | $41,300.00 |
| Lowboy Trailer w/ Tractor | 70 | HRS | $195.00 | $13,650.00 |
| Mobil Crane up to 15 Ton | 70 | HRS | $225.00 | $15,750.00 |
| Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $395.00 | $27,650.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $425.00 | $29,750.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | HRS | $510.00 | $35,700.00 |

| | | | | |
|---|---|---|---|---|
| Pickup Truck, 1 Ton | 70 | HRS | $65.00 | $4,550.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $155.00 | $10,850.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $165.00 | $11,550.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $155.00 | $10,850.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | HRS | $165.00 | $11,550.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | HRS | $525.00 | $73,500.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | HRS | $195.00 | $13,650.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | HRS | $235.00 | $16,450.00 |
| Truck, Flatbed | 70 | HRS | $120.00 | $8,400.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | HRS | $135.00 | $18,900.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | HRS | $150.00 | $21,000.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | HRS | $245.00 | $17,150.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | HRS | $295.00 | $20,650.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | HRS | $225.00 | $15,750.00 |
| **Equipment with Operator Extended Price:** | | | | $688,310.00 |
| | | | | |
| **SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)** | | | | |
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | HRS | $85.00 | $5,950.00 |
| Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew | 70 | HRS | $95.00 | $6,650.00 |
| Tree Climber/ Chainsaw and Gear | 140 | HRS | $145.00 | $20,300.00 |
| Laborer w/ Chainsaw and Gear | 140 | HRS | $75.00 | $10,500.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 140 | HRS | $75.00 | $10,500.00 |
| Bonded and Certified Security Personnel (Health and Safety Specialist) | 70 | HRS | $125.00 | $8,750.00 |
| **Schedule 1 Extended Price:** | | | | $62,650.00 |
| **CREW CATEGORY** | | | | |
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools. | 80 | HRS | $625.00 | $50,000.00 |
| **Crew Category Extended Price:** | | | | $50,000.00 |
| **SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**<br>Reference to RFSP Scope of Services Items 4.4.1 to 4.4.15. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. | | | | |
| **Emergency Road Clearance** (based on Section 4.4.1) | | | | |
| Work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from CITY roadways, to make them passable immediately following a declared disaster event. All roadways designated by the CONTRACT MANAGER shall be clear and passable within seventy-two (72) working hours of the issuance of Notice to Proceed from the CITY to conduct emergency roadway clearance work. | 2000 | HRS | $595.00 | $1,190,000.00 |

# REVISED BID/PROPOSAL FORM

| | | | | |
|---|---|---|---|---|
| **Vegetative Debris Removal** (based on Section 4.4.2) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the CITY ROW to a CITY approved DDMS or a CITY approved Final Disposal Site. | 100,000 | CY | $12.50 *see note below | $1,250,000.00 |
| **ROW C&D Debris Removal** (based on Section 4.4.3) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the CITY ROW to a CITY approved DDMS Site. Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | CY | $15.00 *see note below | $1,500,000.00 |
| **Removal of Debris from City Parks and Facilities** (based on Section 4.4.4) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in CITY Parks and Facilities to a CITY approved DDMS Site | 100,000 | CY | $12.50 | $1,250,000.00 |
| **Debris Removal from Canals / Waterways** (based on Section 4.4.5) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in CITY maintained canals and waterways to a CITY approved DDMS Site | 100,000 | CY | $65.00 | $6,500,000.00 |
| **DDMS(s) Management, Operations and Reduction** (based on Section 4.4.6) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DDMS(s) for the acceptance, management, segregation, staging and reduction of eligible debris. Grinding must be approved by the CONTRACT MANAGER prior to commencement of reduction activities. | 200,000 | CY | $4.95 | $990,000.00 |
| **Haul-out of Reduced Debris to a City Approved Final Disposal Site** (based on Section 4.4.7) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a CITY approved DDMS(s) to a CITY approved Final Disposal Site | | | | |
| Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance) | 57,000 | CY | $5.25 | $299,250.00 |
| Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance) | 57,000 | CY | $8.25 | $470,250.00 |
| Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance) | 57,000 | CY | $14.95 | $852,150.00 |
| Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance) | 57,000 | CY | $27.95 | $1,593,150.00 |
| **Removal of Hazardous Leaning Trees and Hanging Limbs** (based on Section 4.4.8) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees on the CITY ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Sizes as follows: | | | | |
| 6 inch to 12.99 inch diameter | 120 | EACH | $125.00 | $15,000.00 |
| 13 inch to 24.99 inch diameter | 70 | EACH | $175.00 | $12,250.00 |
| 25 inch to 36.99 inch diameter | 10 | EACH | $225.00 | $2,250.00 |

| | | | | |
|---|---|---|---|---|
| 37 inch to 48.99 inch diameter | 10 | EACH | $395.00 | $3,950.00 |
| 49 inch and larger diameter | 5 | EACH | $525.00 | $2,625.00 |
| Hanger Removal (per Tree) | 1900 | TREE | $105.00 | $199,500.00 |
| **Removal of Hazardous Stumps** (based on Section 4.4.9) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps existing on the CITY ROW, parks, and facilities. Sizes as follows: | | | | |
| 24.1 inch to 36.99 inch diameter | 20 | EACH | $325.00 | $6,500.00 |
| 37 inch to 48.99 inch diameter | 15 | EACH | $495.00 | $7,425.00 |
| 49 inch and larger diameter | 1 | EACH | $625.00 | $625.00 |
| **ROW White Goods Debris Removal** (based on Section 4.4.10) | | | | |
| Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a CITY approved DDMS, decontamination, and transportation to a CITY approved final disposal site. Units as follows: | | | | |
| * AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination (Freon Management) | 20 | EACH | $95.00 | $1,900.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 20 | EACH | $75.00 | $1,500.00 |
| **Schedule 2 Extended Price:** | | | | $16,148,325.00 |
| | | | | |
| **GRAND TOTAL** | | | $16,949,285.00 | |
| **ANCILLARY OPTIONS - THESE ITEMS ARE NOT INCLUDED IN THE PRICE EVALUATION** | | | | |
| **Household Hazardous Waste (HHW) Removal, Transport, and Disposal** (based on Section 4.4.11) | | | | |
| Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill. | 100 | POUND | $25.00 | $2,500.00 |
| **E-Waste Removal** (based on Section 4.4.12) | | | | |
| Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City. | 50 | EACH | $125.00 | $6,250.00 |
| **Abandoned Vehicle Removal** (based on Section 4.4.13) **Work consists of the removal and transport of eligible abandoned vehicles as follows:** | | | | |
| Passenger Car | 15 | EACH | $450.00 | $6,750.00 |
| Single Axle | 10 | EACH | $495.00 | $4,950.00 |
| Double Axle | 10 | EACH | $525.00 | $5,250.00 |
| **Dead Animal Carcasses** (based on Section 4.4.14) | | | | |
| Work consists of the recovery and disposal of dead animal carcasses. | 10 | LB | $9.50 | $95.00 |
| **Other Debris Removal** (based on Section 4.4.15) | | | | |
| * Line items 1 & 2 assume DMS is within 20 miles of the city limits. | | | | |
| If beyond 20 miles, an additional fee of $0.15 cy/mile will be charged | | | | |
| | | | | |
| | | | | |
| | | | | |

# REVISED BID/PROPOSAL FORM

***Failure to bid on all line items may result in the bid being deemed non-responsive.**

**The City reserves the right to increase/decrease quantities for all goods and services.**

***See Scope of Services for additional details and or specifications.**

**The proposal should detail all costs related for the services requested, as well as an estimate of any additional fees that may apply, for items that are not listed, over the course of the contract. A separate list of these additional costs should be submitted with this proposal.**

All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed. The proposal should detail all costs related for the services and goods requested, as well as an estimate of any additional fees that may apply over the course of the contract.

The City may request changes in the scope of work to be performed. Such changes, including increases or decreases in compensation must be annually agreed upon and incorporated by written amendment to the agreement, if applicable.

**END OF SECTION**

# TAB 5. REQUIRED FORMS

**** Please see the following pages for AshBritt's Forms ****

Plantation
the grass is greener

# ADDENDUM NO. 1

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 1, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

By issuance of this addendum please note that the proposal form has been updated. Only this revised version should be submitted with all proposals.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** AshBritt, Inc.

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# ADDENDUM NO. 2

**RFSP No. 001-25**

**TITLE:** **Disaster Debris Management and Removal Services - Term Contract**

**DATE:** **November 22, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS:**

**Question No. 1** – Please provide me with the members of the evaluation committee for RFSP NO. 001-25 and their positions at the city

**Response No. 1 –** Matthew Thompson, Public Works Director (1- Chair),
Melissa Doyle, Division Manager, City of Fort Lauderdale (2), Danny Pollio, Utilities Director (3)

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** AshBritt, Inc.

Plantation
the grass is greener

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 001-25.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** AshBritt, Inc.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Emily McKnight
Witness

Witness

(Authorized Signature in Ink or Electronic)

Christina Demidio
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Treasurer
(Printed Title of Above Signer)

12/06/2024
(Date Signed)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 6th day of December, 20 24, by Christina Demidio, as Treasurer for AshBritt, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Jacqueline Ryan My commission expires: 04/08/2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

**END OF SECTION**

# GUARANTEE OF PROPOSAL

Name of Company: AshBritt, Inc.

Street Address: 565 E. Hillsboro Blvd.

Deerfield Beach (City) FL (State) 33441 (Zip)

Mailing Address: Same as above

Phone No.: (954) 725-6992 Fax#: (954) 725-6991

Email Address: response@ashbritt.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: CGC1533864

State of Florida Corporation ID # (From Secretary of State): P92000000600

Federal Employer Identification Number (FEIN): 90-068875

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Christina Demidio
(Printed Name of Above Signer)

Treasurer
(Printed Title of Above Signer)

12/06/2024
(Date Signed)

AshBritt, Inc. CORPORATE SEAL 1992 FLORIDA

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Christina Demidio, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 001-25.

Addenda Numbers Received:

Addendum 1 - Received on 11/1/2024

Addendum 2 - Received on 11/22/2024

Addendum 3 - Received on 12/04/2024

AUTHORIZED SIGNATURE: 

PRINTED NAME OF ABOVE: Christina Demidio

TITLE OF ABOVE: Treasurer

COMPANY NAME: AshBritt, Inc.

# PROPOSER'S CERTIFICATION

**(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 6th day of December, 20 24, before me, the undersigned authority, personally appeared Christina Demidio, to me known to be the individual described in and who executed the foregoing instrument as Treasurer of AshBritt, Inc., a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

AshBritt, Inc. CORPORATE SEAL 1992 FLORIDA

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Jacqueline Ryan (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

FLORIDA NOTARY ASSOCIATION SINCE 1976

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

**(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# PROPOSER'S CERTIFICATION

**ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

Per Addendum 1, please see AshBritt's corporate resolution.

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## CERTIFIED RESOLUTION

## (AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)

I, Brittany Perkins Castillo, the duly elected Secretary of the Board of Directors and also the President and Chief Executive Officer of AshBritt, Inc., a corporation organized and existing under the laws of the State of Florida do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with laws and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT Christina Demidio, the duly elected Officer/Treasurer of AshBritt, Inc. be and is hereby authorized to execute and submit any and all documents or any such other instruments as may be necessary on behalf of the said corporation and that all documents or other such instruments signed by her shall be binding upon the said corporation as its own acts and deeds.

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

I further certify that the following IS the name, title and official signature of the person authorized to act by the foregoing resolution.

Christina Demidio : _____

Title: Officer / Treasurer

Given under my hand and the Seal of the said corporation this 22nd day of October, 2024.

By: _____

Brittany Perkins Castillo, President/CEO, AshBritt, Inc.

AshBritt, Inc. CORPORATE SEAL 1992 FLORIDA

The foregoing instrument was acknowledged before me this 24th day of October, 2024 by Brittany Perkins Castillo, as President/CEO for AshBritt, Inc. That she is personally known to me.

_____

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

## CORPORATE RESOLUTION

## (AUTHORITY TO EXECUTE DOCUMENTS)

I, Brittany Perkins Castillo, the duly elected Secretary of the Board of Directors and also the Chief Executive Officer of AshBritt, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held on February 27, 2019 in accordance with law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT Charles "Dow" Knight, the Corporate Secretary and Senior Vice President of AshBritt Inc. be and is hereby authorized to execute any and all documents or any such other instruments as may be necessary on behalf of the said corporation and that all documents or other such instruments signed by him shall be binding upon the said corporation as its own acts and deeds.

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

I further certify that the following IS the name, title and official signature of the person authorized to act by the foregoing resolution.

Dow Knight: _____

Corporate Secretary and Senior Vice President

Given under my hand and the Seal of the said corporation this 27th day of February, 2019.

By: _____

Brittany Perkins Castillo, Secretary of Board of Directors and CEO of AshBritt, Inc.

AshBritt, Inc CORPORATE SEAL 1992 FLORIDA

Sworn to and subscribed before me this 27th day of February, 2019.

_____

FLORIDA NOTARY ASSOCIATION SINCE 1978

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Christina Demidio am the *(title)* Treasurer and the duly authorized representative of the firm of *(Firm Name)* AshBritt, Inc. whose address is 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

None

Firm Name: AshBritt, Inc.

Printed Name: Christina Demdio

Signature: Christina Demidio Title: Treasurer

Date: 12/06/2024

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/6/24 *(date)* by Christina Demidio Treasurer *(name of officer or agent, title of officer or agent)*, of AshBritt, Inc. *(name of corporation acknowledging)*, a Florida *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ *(type of identification)* as identification.

Jacqueline Ryan
NOTARY PUBLIC

My Commission Expires: 04/08/2027

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

# FORMS

FIRM PROFILE

1. Firm (or joint venture) Name & Address

AshBritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

1e. Licensed to do business in the State of Florida
✓ Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Brittany Perkins Castillo, CEO
(954) 725-6992

Brian Thomason, will be the City's Project Manager
(954) 240-1110

1a. Firm is ✓ National ____ Regional ____ Local

FEIN # 90-0868875

1g. Address of office to perform work, if different from Item 1

Same as item 1

1b. Firm is a County Certified Small Business ____ Yes ✓ No

1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes ✓ No

1d. Firm is a Certified Minority Business _____ Yes ✓ No

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

The number of people needed to service the City will vary by event. AshBritt will commit the number of resources necessary to effectively and efficiently service the City.

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this joint venture previously worked together? ____ Yes ____ No

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:** AshBritt, Inc.

1. PROJECT: 2024 Hurricane Helene/Milton
2022 Hurricane Ian
2004 Hurricane Charley
DATE: 10/2024 - Ongoing (Helene/Milton)
09/2022 - 04/2023 (Ian)
08/2004 - 06/2025 (Charley)

LOCATION: Charlotte County, FL

18500 Murdock Circle

Port Charlotte, FL 33948

OWNER REPRSENTATIVE: Name: John Elias

Title: Public Works Director

Email: john.elias@charlottecountyfl.gov

2. PROJECT: 2024 Hurricane Helene/Milton, 2024 Hurricane Debby
2022 Hurricane Ian, 2017 Hurricane Irma
2005 Hurricane Wilma
DATE: 10/2024 - Ongoing (Helene/Milton)
08/2024 - 08/2024 (Debby)
10/2022 - 02/2023 (Ian)
09/2017 - 06/2018 (Irma)
10/2005 - 02/2006 (Wilma)

LOCATION: Collier County, FL

3299 Tamiami Trl E

Naples, FL 34112

OWNER REPRSENTATIVE: Name: Dan Rodriguez

Title: Retired - Former County Manager

Email: danrodriguez11@outlook.com

3. PROJECT: 2024 Hurricane Helene/Milton
2022 Hurricane Ian
DATE: 10/2024 - Ongoing (Helene/Milton)
10/2022 - 12/2022 (Ian)

LOCATION: City of Tampa, FL

2555 E. Hanna

Tampa, FL 33610

OWNER REPRSENTATIVE: Name: Larry Washington

Title: Chief of Operations, Solid Waste

Email: larry.washington@tampagov.net

# REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract. City of Plantation should not be used as a reference in this instance.

**PROPOSAL COMPANY NAME:** AshBritt, Inc.

1. PROJECT: 2023 Severe Storms, Tornadoes, and Flooding DATE: April - May 2023

   LOCATION: City of Fort Lauderdale, FL

   101 NE 3rd Avenue

   Fort Lauderdale, FL 33301

   OWNER REPRSENTATIVE: Name: Melissa Doyle

   Title: Solid Waste Director

   Email: MDoyle@fortlauderdale.gov

2. PROJECT: 2024 Hurricane Helene/Debby/Tornado, 2023 Hurricane Idalia 2018 Hurricane Michael, 2017 Hurricane Irma DATE: 10/ 2024 - Ongoing (Helene)
   08/2024 - 09/2024 (Debby)
   05/2024 - 08/2024 (Tornado)
   Idalia 09/2023 - 10/2023 (Idalia)
   10/2018 - 01/2019 (Michael)
   09/2017 - 11/2017 (Irma)

   LOCATION: Leon County, FL

   1800-3 N. Blair Stone Road

   Tallahassee, FL 32308

   OWNER REPRSENTATIVE: Name: Brent Pell

   Title: Public Works Director

   Email: pellb@leoncountyfl.gov

3. PROJECT: 2018 Hurricane Michael DATE: 10/2018 - 09/2020

   LOCATION: City of Callaway, FL

   6601 East Hwy. 22

   Callaway, FL 32404

   OWNER REPRSENTATIVE: Name: Eddie Cook

   Title: City Manager

   Email: citymanager@cityofcallaway.com

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for AshBritt, Inc..

2. This sworn statement is submitted by AshBritt, Inc. (entity submitting sworn statement), whose business address is 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441 and its Federal Employer Identification Number (FEIN) is 90-0868875. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Christina Demidio (please print name of individual signing), and my relationship to the entity named above is Treasurer.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

   _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

# PUBLIC ENTITY CRIMES

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/06/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6th Day of December, 2024, by Christina Demidio, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Jacqueline Ryan
Notary Public, State at large
My Commission Expires: 04/08/2027

Fill in Form

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Christina Demidio
Printed Name

AshBritt, Inc.
Bidder Name

12/06/2024
Date

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| No Relationships Exist | |

**Witnesses:**

Typed name: Emily McKnight

Typed name: Carmen Sardinha

**BIDDER:** AshBritt, Inc.

By: _____

Name: Christina Demidio

Title: Treasurer

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/06/2024 (*date*) by Christina Demidio who is personally known to me or who has produced _____ as identification.

My commission expires: 04/08/2027

_____
NOTARY PUBLIC

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

AshBritt has no transactions, relationships, or interests to disclose.

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Christina Fernandez | 12/06/2024 | 12/06/2024 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 4A – REV. 1-98

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Florida

COUNTY OF Broward

Before me, the undersigned authority, personally appeared Christina Demidio, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by AshBritt, Inc., (entity submitting sworn statement), whose business address is 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441, and its Federal Employer Identification Number (FEIN) is 90-0868875. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is Christina Demidio (please print name of individual signing), and my relationship to the entity named above is Treasurer, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of AshBritt, Inc., (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/06/24 (*date*) by Christina Demidio Treasurer (*name of officer or agent, title of officer or agent*), of AshBritt, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 04/08/2027

_____
NOTARY PUBLIC

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X, C, U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Emily McKnight
**WITNESS**

**CONTRACTOR** AshBritt, Inc.

12/06/2024
**DATE**

**CITY OF PLANTATION**

# FEMA REQUIREMENTS

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

   a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices

   b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

   a. Time Cards

   b. Daily work reports for every employee, by each separate FEMA category of work

   c. Daily equipment use, by each separate FEMA category of work

   d. List of all supplies and materials used, by each separate FEMA category of work

   e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors

are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders

and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law.

## FEMA REQUIREMENTS

Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: AshBritt, Inc.

By (sign): _____

Print Name: Christina Demidio

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/04/2024 (*date*) by Christina Demidio (*name of officer or agent, title of* Treasurer

*officer or agent*), of AshBritt, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 04/08/2027

Jacqueline Ryan
NOTARY PUBLIC

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name:** AshBritt, Inc. **Date:** 12/04/2024

**Base Proposal Total:** $16,949,285.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Disadvantaged Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Certificate of Insurance Requirements Form

☑ Bid Bond

☑ Forms A-1 & Firm Profile

☑ References

☑ Drug Free Workplace Form

☑ FEMA Requirements

☑ Public Construction Bond

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Christina Demidio Printed Name: Christina Demidio







# Thank you.

AshBritt appreciates your time and careful consideration of our proposal. We look forward to serving as your trusted disaster response contractor.




AshBritt

*There when you need us*

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City of Plantation
City Council Chambers

**Subject:**

ITB No. 078-24; Window and Doors Replacement- Fire Station No. 4

**Summary:**

Requesting authorization and approval of the following:

- Authorization and approval to execute an agreement with, and process payment to, SFL Property Maintenance Corp. for "Window and Doors Replacement- Fire Station #4" in accordance with ITB No. 078-24 for an amount of $360,979.30.

**Procurement:**

Pursuant to City Code Sec. 2-220(e) and 2-226(c) the Procurement Department secured formal competitive bids for the above-mentioned project. On January 7, 2025 nine (9) competitive bids were received, five (5) of the nine (9) bids were deemed non-responsive. This solicitation was advertised/posted on the Demand Star website for one hundred-five (105) calendar days, broadcasted to 3,164 vendors and had 89 Planholders. A copy of the nine (9) bid submittals are attached for your review.

The numerical results are as follows:

| Bidder | Base Bid Total | Original Bid Bond Submitted | Plantation Local Business pursuant to Section 2-227 City Code |
|---|---|---|---|
| | - | - | |
| **Pena Glass Windows and Doors, Inc** | $98,874.10 | No (The Bidder is deemed non-responsive pursuant to Section 16.5 of the Instructions to Bidder) | No |
| **Best Home Protection Windows and Doors, Inc.** | $242,600.00 | No (The Bidder is deemed non-responsive pursuant to Section 16.5 of the Instructions to Bidder) | No |

| | | | |
|---|---|---|---|
| **Roof Painting By Hartzell, Inc.** | $337,902.53 | Yes (The Bidder is deemed non-responsive-failed to upload Bid Guarantee Form) | No |
| **Juliana Enterprises, Inc. DBA Power Pro** | $354,423.53 | Yes (The Bidder is deemed non-responsive- failed to upload Bid Guarantee Form) | No |
| **VPR Construction Corporation** | $384,852.53 | Yes | Yes |
| **SFL Property Maintenance Corp.** | $360,979.30 | Yes | No |
| **J&IC Construction Services, LLC.** | $403,058.53 | Yes | No |
| **Dekora, LLC.** | $410,410.23 | Yes | No |
| **Coast To Coast Garage Door, LLC.** | $626,847.44 | Yes | No |

**Note:** The City did receive a bid submittal from a local (Plantation) business, however the funding source (Grant Funds) associated with this solicitation prohibits the use of local preference provisions.

The Procurement Department staff performed a review of the apparent low bidder for (Roof Painting By Hartzell, Inc.) to ascertain submittal responsiveness. After careful consideration of all the information provided by the bidder, the Procurement Department staff concluded Roof Painting By Hartzell, Inc. (apparent low bidder) submitted a non-responsive bid submittal for the following reason(s):

- Failure completed and submit the required Bid Guarantee Form.

The Procurement Department staff performed a review of the next apparent low bidder for (Juliana Enterprises, Inc. DBA Power Pro) to ascertain submittal responsiveness. After careful consideration of all the information provided by the bidder, the Procurement Department staff concluded Juliana Enterprises, Inc. DBA Power Pro (next apparent low bidder) submitted a non-responsive bid submittal the following reason(s):

- Failure completed and submit the required Bid Guarantee Form.

The Procurement Department staff performed a review of the next apparent low bidder for (SFL PROPERTY MAINTENANCE, CORP.) to ascertain submittal responsiveness. After careful consideration of all the information provided by the bidder, the Procurement Department staff concluded SFL PROPERTY MAINTENANCE, CORP. submitted the lowest, responsive bid submittal.

On February 2, 2025, the Design and Construction Division and Procurement Staff met with FL PROPERTY MAINTENANCE, CORP (as part of the City's responsible review) to ensure that they can meet all expectations and perform the services as stated within the ITB No. 078-24 at the rates provided within their bid submittal. Based on this meeting and all the information provided by the Bidder, Staff concluded that SFL PROPERTY MAINTENANCE, CORP. submitted the lowest responsible bid.

Based on the foregoing, the Design and Construction Division and Procurement Department request authorization and approval of the following:

- Authorization and approval to execute an agreement with, and process payment to, SFL Property Maintenance Corp. for "Window and Doors Replacement- Fire Station #4" in accordance with ITB No. 078-24 for an amount of $360,979.30.

**Background:**

**Strategic Priority: Proactive and Responsive Asset Management.**

This window and door replacement project is part of the hardening project to meet current code for HVHZ impact ratings for wind speeds of 181MPH. The replacements will not only meet current impact ratings, they will improve the overall resiliency and security of the Fire Station in addition to being instrumental to its function and safety.

This item is now ready for City Council consideration.

**Funding:**

331-0000-522-6302

**Amount:**

Item No. 1: Doors and Window Replacement- Fire Station #4... $246,126.77
Item No. 2: Permit Allowance... $24,417.53
Item No. 3: Construction Allowance... $90,435.00

**Grand Total: $360,979.30**

**Finance Director/Budget Manager Recommendation:**

The Windows and Doors Replacement at Fire Station No. 4 is funded as follows:

Federal Grant: $775,160.10
State Grant: $ 38,757.60
City match: $ 90,435.30 (Designated Capital Fund Balance)

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**
Advertsied Solicitation with Addendums.pdf
SFL Property Maint. Corp. Bid Submittal.pdf

Coast To Coast Garage Door.PDF
Dekora, LLC..pdf
J&CI Construction Service, LLC..pdf
VPR Construction Corporation.pdf
Juliana Enterprises, Inc. DBA Power Pro.PDF
Roof Painting By Hartzell_Non Responsive.pdf
Best Home Protection-Non-Responsive.pdf
Pena Glass Windows and Doors, Inc.-Non-responsive.pdf

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: _____**

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: _____**

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1 –** The doors should be white color.

**Question No. 2 –** During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2 –** The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2 –** Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3 –** The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: _____**

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

*****The Bid Opening Date has been Changed*****

**New Bid Opening Date: January 7, 2025 at 11: 00 AM**

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

# CITY OF PLANTATION

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# INVITATION TO BID

# ITB NO. 078-24

"**Windows and Doors Replacement – Fire Station # 4**"

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 8, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 22, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Agreement

General Conditions

Final Payment Waiver

Final Receipt and Release

Progress Payment Waiver of Claim

Public Construction Bond

Exhibit A – FEMA Executed Agreement

**CITY OF PLANTATION**

**INVITATION TO BID**

**ITB NO. 078-24**

**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, DECEMBER 10, 2024 .** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY IS REQUESTING PROPOSALS FOR THE COMPLETE REPLACEMENT OF EXISTING EXTERIOR WINDOWS, DOORS AND LOUVERS AT THE CITY OF PLANTATION FIRE STATION # 4.

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 8, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 22, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**
MANDATORY PRE-BID/SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO CARLOS MARMOLEJOS, PROCUREMENT AGENT, 400 NW 73 AVENUE PLANTATION, FLORIDA. CARLOS MARMOLEJOS CAN BE REACHED AT 954-414-7842, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Replacement of the existing exterior Windows, Doors, and Louvers for Fire Station # 4**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the complete replacement of existing exterior Windows, Doors, and Louvers at the City of Plantation Fire Station # 4.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening Date: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Mandatory Pre-Bid/Site Visit Meetings:
  - Location: 8200 SW 3rd Street**,** Plantation, FL 33324
  - Time: 10:00 AM to 11:00 AM
  - Dates: October 8, 2024 or October 22, 2024

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. COMPENSATION

6.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

6.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

7. GUARANTEES

7.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

8. EXAMINATION OF BID DOCUMENTS AND SITE

8.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

8.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

8.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

9. INTERPRETATIONS AND ADDENDA

9.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

10. SUBMISSION OF BIDS

10.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

12. OPENING OF BIDS

12.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. AWARD OF CONTRACT

13.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

13.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

13.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

14. INDEMNITY

14.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

14.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

14.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. QUALIFICATIONS OF BIDDERS

15.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

15.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

15.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Work shall be undertaken by a Licensed General Contractor with minimum of five (5) years of commercial installation in similar Projects within the State of Florida. Bidder or Bidder's subcontractor(s) must be a certified installer by the manufacturer of any proposed material/equipment/products. In addition, Bidder must demonstrate the ability and experience necessary for this project. Contractor shall submit the following:

- State License for qualifying individual(s) or Broward County Certificate of Competency and State Registration.
- Broward County Local Business Tax (formerly known as Broward County Occupational License) or Home County Occupational License, if other than Broward.

15.4 List of three (3) projects completed in the last five (5) years of similar complexity to this project. Description of projects shall include:
Name of project
Location
City's name, address and business phone number
Scope of work and contract amount

16. BID SECURITY

16.1. **An original bid bond is required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

16.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

16.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar

day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

16.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

16.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

17.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

18. LIQUIDATED DAMAGES

18.1. City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **$750.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **$1,000.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

19. SCHEDULE OF VALUES

19.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

20. CONTRACT TIMELINE

20.1. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

21. CONTRACT SECURITY

21.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**CITY OF PLANTATION**
**FIRE STATION # 4**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 4. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 4. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 4 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for Plantation Fire Station #4 Windows and Doors Replacement Project, located at 8200 SW 3rd Street, Plantation, FL 33324.

The following items will need to be replaced at the Fire Station #4:

- Fifteen (15) Windows
- Seven (7) Roll up Doors
- Six (6) Doors

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

## PRODUCT "BASIS OF DESIGN"

### Storefront Windows and Doors

#### Products:

- WinDoor Estate SH-360 Single Hung
- Single Hung and CGIC SE-3550 Entry Door
- Architectural Louvers E6WF – 6" Deep 45 Degree Hurricane Duty WDR Blade Extruded Aluminum Stationary Louver with internal bird/insect screen AND High-Performance 3-Coat Fluoropolymer finish in compliance with AAMA 2605

### Specifications:

- Frames: AAMA 2605 Black Finish (Kynar or equal)
- Glass: Clear, Insulated Laminated (Solar Ban 70 or equal)
- Mullions: to match existing window layout
- Entry Door Sill: ADA Compliant

### Window and Louver Openings:

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work.
- All quantities are to be field verified by the CONTRACTOR as part of scope of work.

### Door Openings

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work
- All quantities are to be field verified by the CONTRACTOR as part of scope of work
- Miami-Dade protocols: Louver design shall pass the following tests.
    - PA 201-94 Large Missile Impact.
    - PA 202-94 Uniform Pressure (for ±150 psf wind load).
    - PA 203-94 Cyclic Wind Pressure.

### Warranty Period

- Frame Coverage – Five (5) Years
- Hardware, Screens and Moving Parts – Three (3) Years
- Insulating Laminated Glass – Five (5) Years
- Stress Cracks – One (1) Year
- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the

date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**Apparatus Bay Doors**

**Products: (Basis of Design)**

- New Best Rolling Doors, Inc. Motorized Steel Roll-Up Door LMI/HVHZ FL19-1015.15 or Equivalent. Motorized roll up bay doors are to be equipped with automatic and push button door openers; obstacle sensors and 24 gauge or thicker coil hoods. Roll-up doors shall be capable of 24" per second up travel and 15" per second down travel. All roll-up doors are to meet Florida Building Code Impact and Wind ratings for essential facilities.

- Apparatus Bay Doors shall have Miami-Dade County Product Approval for Large Missile Impact. Contractor shall submit fully detailed Engineered shop drawings with product approval.

- Provide electrical wiring and door operating controls conforming to the applicable requirements of NFPA 70. Electric door-operator assemblies need to be the sizes and capacities recommended and provided by the door manufacturer for specified doors. Furnish complete assemblies with electric motors and factory pre-wired motor controls, sensors, starters, gear reduction units, solenoid operated brakes, clutch, remote-control stations, manual and automatic control devices and accessories as required for proper operation of the doors.

- Provide a manual operator of chain-gear mechanism with release clutch to permit manual operation of the doors in case of power failure. Arrange the emergency manual operator so that it may be put into and out of operation from floor level and its use does not affect the adjustment of the limit switches. Provide an electrical or mechanical device that automatically disconnects the motor from the operating mechanism when the emergency manual operating mechanism is engaged. Provide full weather stripping; 3 point compressible vinyl gasket bottom seal, extending into guides, vinyl strip guide seals against facia side of curtain, neoprene/rayon baffle at hood to impede air flow/water intrusion above coil and nylon brush lintel seal fitted at door header to impede air flow/water intrusion.

- Warranty: Five years from date of Substantial Completion against defects in material and workmanship.

- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Maintenance: Submit for CITY's consideration and acceptance of a maintenance service agreement for motorized roll-up doors.

**Manufacturer Qualifications:**

Alternate manufactures would be considered but must meet or exceed "Basis of Design" and design intent. All proposed alternates are to be submitted to the City with all appropriate complete documentation and comparisons showing the alternate products meet or exceed basis of design with bid submittal. The City shall have sole discretion as pertains to final approval and acceptance of all equal/alternate products/equipment/materials.

**General Requirements:**

- The City's budget for this project is $904,353.00

- Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

    - Americans with Disabilities Act (ADA)
    - Florida Building Code Accessibility
    - Florida Building Code
    - National Fire Protection Association (NFPA)
    - Florida Fire Prevention Code (FFPC)
    - City of Plantation Code of Ordinances

- The quality of all materials must meet the highest standards, and must be installed using best practices of the construction industry. The method of window removal shall allow for the removal of only as many windows from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

- CONTRACTOR shall be responsible for all permit submissions, fees, and associated building construction cost.

- CONTRACTOR is responsible for all submissions and fees associated with Planning Boards, City Commission approvals, and any County or State approval processes if applicable.

- Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 4 to complete the project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of legally by contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Plantation waste containers.

- CONTRACTOR shall coordinate with the City for utilizing which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, portable toilet facilities, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. CONTRACTOR shall coordinate the flow of work with the CITY and Fire Department in order to maintain a fully operations facility at all times during the course of the project.

- CONTRACTOR shall insure that all safety measures are maintained throughout the duration of construction.

- CONTRACTOR is responsible for all demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 4 windows and doors replacement project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of by contractor utilizing the City's franchised solid waste contractor.

- CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- CONTRACTOR shall be responsible for inspecting and examining the site to understand the complete project prior to submitting a bid proposal.

- **The City's schedule for this project is 180 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, a Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities.

- **The City's schedule for this project is 210 days** from Notice to Proceed to final completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- All work for this project must be **completed within 210 days** from the start of when the Notice to Procced is issued, unless a different time is specifically agreed upon for that particular order, by the City of Plantation Contract Administrator.

The CONTRACTOR shall demonstrate good project management practices. Among these practices, the CONTRACTOR firm shall demonstrate clear and effective communication with the City of Plantation and respective staff, outside permitting agencies, and the involved parties. The CONTRACTOR shall demonstrate efficient and effective management of time, resources, and documentation.

The City enforces Section 16-2 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

The CONTRACTOR shall, at its expense, as requested by Project Manager, attend any and all meetings called by Project Manager to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Project Manager or designee with typed minutes of each meeting distributed to all attendees within three (3) days of the meeting.

CONTRACTOR shall comply with and shall cooperate with Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building is fully occupied and will be operational during the window, door, roll-up door and louver replacement. The safety and operation of City functions shall take priority over all matters. Disruption of City services shall not be allowed.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Work site or who may be affected by the Work.

**Permit Fees**

Payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance permit fee amount shown on the Bid Schedule is an estimate of permit fees required for the project and is cost pass through item. The CITY will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the CITY will be paid as part of this bid item.

**Language Proficiency**

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

# BID/PROPOSAL FORM

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is $904,353.00.**

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: _____
Legal Status: _____
Address: _____

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ _____

PROJECT:
_____Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of_____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

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

   The correct name of the Bidder is: _____

   The address of the principal place of business is: _____

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

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

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

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

   _____

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

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

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

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

_____

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

_____

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

_____

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

_____

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

_____

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

_____

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

| | |
|---|---|
| _____ | _____ |
| Witness | (Authorized Signature in Ink) |
| _____ | _____ |
| Witness | (Printed Name of Above Signer) |
| | _____ |
| Corporate Seal (Where appropriate) | (Printed Title of Above Signer) |
| | _____ |
| | (Date Signed) |

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is_____ and its Federal Employer Identification Number (FEIN) is _____ . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20___, by _____, who is personally known to me or who has produced _____as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires: _____

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| | | | |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| | | | |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| _____ | _____ |

**Witnesses:**

_____
Typed name:

_____
Typed name:

**BIDDER:**

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

_____ _____
Signature Printed Name

_____ _____
Bidder Name Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| **DATE** | **CITY OF PLANTATION** |

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) **12/12/2018**

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

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

| | |
|---|---|
| PRODUCER<br>**American Underwriters**<br>**Miami, FL 33166** | CONTACT NAME: **Agent Name**<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | **Agent CONTACT INFORMATION** — NAIC # |
| | INSURER A : |
| INSURED **Any-Business**<br>**1101 Easy St**<br>**MIAMI, FL 33131** | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-C JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | **UMBRELLA LIAB** X OCCUR CLAIMS-<br>X **EXCESS LIAB** MADE<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

**2930**

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

_____
Company's Name

_____
Authorized Representative Signature

_____
Print Name and Title

_____
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name: _____ Date: _____**

**Base Bid Total: _____**

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☐

**Minority Business Enterprise:** Yes ☐ or No ☐

**Submitted Forms:**

☐ Bidders Certification

☐ Registered as a City of Plantation Vendor

☐ Bid Form

☐ Signed General Terms and Provisions

☐ Addendums (if any)

☐ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☐ References

☐ Public Entity Crimes Forms

☐ Drug Free Workplace Form

☐ Hazard Mitigation Grant Program Requirement Form

☐ Corporate Resolution Form

☐ Bid Bond Form

☐ Certificate of Insurance Requirements Form

☐ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: _____

By (sign):_____

Print Name: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 4 ("Project")**
**Agreement No. 078-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 4".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL**<br>*Equipment, Removal, Delivery, Assembly, and Installation*<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 078-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFESSIONAL'S STATUS DURING CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

#### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

## ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 4**
**Project No. 078-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation,

FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1048
# BETWEEN
# CITY OF PLANTATION
# AND
# THE DIVISION OF EMERGENCY MANAGEMENT
# FOR
# HAZARD MITIGATION GRANT PROGRAM (HMGP)

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 22, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-049-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1048 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe
Digitally signed by Laura Dhuwe
Date: 2024.02.23 16:12:15 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1048

**Project Number:** 4486-049-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $775,160.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $813,917.70 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $813,917.70 |
| Federal award project description (see FFATA): | Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: 954-797-2210
Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$775,160.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

-59 Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** CITY OF PLANTATION

By: _____

Name and Title: Nick Sortal, Mayor

Date: Feb. 20, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.23 16:12:01 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 23-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$775,160.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #4 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-049-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #4, located at 8200 Southwest 3rd Street, Plantation, Florida 33324. Coordinates (26.116426, -80.258674).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-

Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #4, in Plantation, Florida 33324, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996,

ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-049-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $397,410.00 | $357,669.00 | $39,741.00 |
| Labor: | $265,120.00 | $238,608.00 | $26,512.00 |
| Fees: | $198,759.00 | $178,883.10 | $19,875.90 |
| **Initial Agreement Amount:** | **$861,289.00** | **$775,160.10** | **$86,128.90** |
| ***Contingency Funds: | $43,064.00 | $38,757.60 | $4,306.40 |
| **Project Total:** | **$904,353.00** | **$813,917.70** | **$90,435.30** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $43,064.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $813,917.70 | (90.00%) |
| Non-Federal Share: | $90,435.30 | (10.00%) |
| **Total Project Cost:** | **$904,353.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipientgthis assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-049-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1048

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-049-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1048

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
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| 5 | | | | | |
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| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents % completion of the project.*** | | | | **TOTAL** | |

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| **[ ] ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20___-20___ Anticipated Expenditures for First Three Months of Contract |
|---|---|
| For example<br>ADMINISTRATIVE COSTS<br>(Include Secondary Administration.) | |
| For example<br>PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

**QUARTERLY REPORT FORM**

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-049-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1048

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:**

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

**Target Dates (State Agreement)**:
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC):

Signature: Phone:

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:*

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* *Reviewer:* *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-049-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 775,160.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #4, located at 8200 Southwest 3rd Street, Plantation, Florida 33324. Coordinates (26.116426, -80.258674).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: City of Plantation-Fire Station #4

ADDRESS LINE 2:

ADDRESS LINE 3: 8200 SW 3rd St

CITY Plantation STATE FL ZIP CODE+4** 33324-2716re

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| **Rank** (Highest to Lowest) | **Name (Last, First, MI)** | **Title** | **Total Compensation for Most Recently Completed Fiscal Year** |
|---|---|---|---|
| **1** | | | |
| **2** | | | |
| **3** | | | |
| **4** | | | |
| **5** | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: Feb. 20, 2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☑ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
Name and Title of Sub-Recipient/subcontractor's Authorized Official

Feb. 20, 2024
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | Feb. 20, 2024 |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Nicole Perez, on this 7th, day of January, 2025 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB No. 078-24.

Addenda Numbers Received:

Addendum No. 1 10/7/24

Addendum No. 2 10/21/24

Addendum No. 3 10/24/24

Addendum No. 4 10/28/24

Addendum No. 5 10/30/24

Addendum No. 6 11/19/24

Addendum No. 7 11/19/24

Addendum No. 8 12/4/24

AUTHORIZED SIGNATURE: Nicole Perez

PRINTED NAME OF ABOVE: Nicole Perez

TITLE OF ABOVE: Owner

COMPANY NAME: SFL Property Maintenance Corp

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1 –** The doors should be white color.

**Question No. 2 –** During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2 –** The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2 –** Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3 –** The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

*****The Bid Opening Date has been Changed*****

**New Bid Opening Date: January 7, 2025 at 11: 00 AM**

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| BIBERK<br>P.O. Box 113247<br>Stamford, CT 06911 | PHONE (A/C, No, Ext): 844-472-0967 | FAX (A/C, No): 203-654-3613 |
| | E-MAIL ADDRESS: customerservice@biBERK.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : National Liability & Fire Insurance Company | 20052 |
| INSURED<br>SFL Property Maintenance Corp<br><br>8030 SW 34th St<br>Miami, FL 33155 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 0 |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 0 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 0 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 0 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | N9WC814578 | 06/13/2024 | 06/13/2025 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | Professional Liability (Errors & Omissions): Claims-Made | | | | | | Per Occurrence/ Aggregate | |

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

Exclusions: Nicole Perez;

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2025

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

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

| | |
|---|---|
| **PRODUCER**<br>Gil & Associates Insurance<br>9485 SW 72 St Suite A-120<br>Miami FL 33173 | **CONTACT NAME:** David Gil, Sr.<br>**PHONE (A/C, No, Ext):** (305) 279-7665 **FAX (A/C, No):** (305) 279-9705<br>**E-MAIL ADDRESS:** dgil@gilinsurance.com |
| **INSURED**<br>SFL Property Maintenance Corp<br>8030 SW 34 STREET<br>MIAMI FL 33155 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** KINSALE INS CO<br>**INSURER B :** PROGRESSIVE INS. CO.<br>**INSURER C :** LLOYDS OF LONDON<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 0100220684-1 | 01/04/2025 | 01/04/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ EXCLUDED<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 02003001 | 04/02/2024 | 04/02/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | PROFESSIONAL LIABILITY | | | PSN0140144228 | 11/15/2024 | 11/15/2025 | AGGREGATE LIMIT<br>EACH OCCURRENCI | $2,000,000<br>$1,000,000 |

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

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.
10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

**CERTIFICATE HOLDER**

City OF Plantation
400 NW 73rd AVENUE
PLANTATION FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

## Insurance Summary:

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** Micela Perez |
| 1/7/2025 **DATE** | **CITY OF PLANTATION** |

# ***REVISED*** BID/PROPOSAL FORM

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* SFL Property Maintenance Corp

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $246,126.77 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| | **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | $ 360,979.30 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. Bid Bond

CONTRACTOR:
Name: SFL Property Maintenance Corp.
Legal Status: Florida Corporation
Address: 3345 SW 81st Avenue, Miami , FL 33155

SURETY:
Name: The Ohio Casualty Insurance Company
Legal Status: New Hampshire Corporation
Principal place of Business: 175 Berkeley Street, Boston, MA 02116

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% of Amount Bid (Five Percent of Amount Bid)

PROJECT:
Windows and Doors Replacement – Fire Station # 4 - ITB NO. 078-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

SFL Property Maintenance Corp.
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jarrett Merlucci

The Ohio Casualty Insurance Company
(Name of Surety)

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205265-964011**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Nicole Perez, on this 7th, day of January, 2025 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB No. 078-24.

Addenda Numbers Received:

Addendum No. 1 10/7/24

Addendum No. 2 10/21/24

Addendum No. 3 10/24/24

Addendum No. 4 10/28/24

Addendum No. 5 10/30/24

Addendum No. 6 11/19/24

Addendum No. 7 11/19/24

Addendum No. 8 12/4/24

AUTHORIZED SIGNATURE: Nicole Perez

PRINTED NAME OF ABOVE: Nicole Perez

TITLE OF ABOVE: Owner

COMPANY NAME: SFL Property Maintenance Corp

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1 –** The doors should be white color.

**Question No. 2 –** During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2 –** The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2 –** Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3 –** The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 7th day of January, 2025, before me, the undersigned authority, personally appeared Nicole Perez, to me known to be the individual described in and who executed the foregoing instrument as Owner / Vice President of SFL Property Maintenance Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Nicole Perez

WITNESS my hand and official seal the date aforesaid.

B Figueredo (Signature of Notary Public)

B. Figueredo (Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC STATE OF FLORIDA Belkis Figueredo My Commission HH 366271 Expires 02/26/2027

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: SFL Property Maintenance Corp

NAME: Nicole Perez

ADDRESS: 8030 Sw 34 St Miami, FL 33155

TELEPHONE NO.: 786-382-4240

FAX NO.: N/A

EMAIL ADDRESS: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

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

   The correct name of the Bidder is: SFL Property Maintenance Corp

   The address of the principal place of business is: 8030 Sw 34 St Miami, FL 33155

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 07/18/2012
   b. State of Incorporation: Florida
   c. President's Name: Armando Figueredo
   d. Vice President's Name: Nicole Perez
   e. Secretary's Name: Nicole Perez
   f. Treasurer's Name: Nicole Perez
   g. Name and address of Resident Agent: Armando Figueredo

# QUALIFICATION STATEMENT

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

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

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

   N/A

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

6. How many years has your organization been in business under its present business name: 12 years

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

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor / License No. CGC1527912

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Nicole Perez / Contractor / Owner / 16 years of experience
    Submission of bidding documents, Contract compliance, Insurance Compliance, Accounting, Payroll, Budgeting, Assist in preparing schedule.

    Armando Figueredo / Superintendent / Owner / 23 years of experience
    Point of Contact for City of Plantation Project Managers and other representatives. Order Materials, Coordinate Subcontractors, Prepare Schedule and supervise overall progress of project and timeliness of schedule. Communicate any issues, changes, and or progress.

    Rolando Perez / Project Manager / 30 years of experience
    Oversee day to day operations, supervise employees and subcontractors, enforce site safety plans and procedures. Ensure work is being performed according to schedule prepared.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Yes. Removal and Installation of Rolling Steel Doors will be completed by Overhead Door of South Florida

3949 Commerce Pkwy Miramar, 33025, 954-266-7960 ext 3505 Timothy Cooke

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Boom or scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink)

Nicole Perez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

1/7/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** SFL Property Maintenance Corp

1. PROJECT: Windows and Doors Replacement RPQ#2023KIHWDR DATE: 09//05/2024
   LOCATION: Kendall Indian Hammocks Construction Maintenance Admin Office 11395 SW 79 Street Miami, FL 33173

   OWNER REPRSENTATIVE: Name: Omar Rivero
   Title: Construction Manager
   Email: Omar.rivero@miamidade.gov

2. PROJECT: Replacement of Windows at Various Trash Recycling Centers RPQ 17253-23 DATE: 09/26/2023
   LOCATION: Various Miami Dade County Department of Solid Waste Management Locations

   OWNER REPRSENTATIVE: Name: Humberto Contreras
   Title: Facilities Maintenance Divsion Chief
   Email: Humberto.contreras@miamidade.gov

3. PROJECT: Peace and Prosperity Home Rehab Window and Door Replacement PP-001-CP DATE: 12/07/2023
   LOCATION: Various Locations
   2029 NW 49 St Miami, FL 33142
   2300 NW 140 St Miami, FL 33142
   14235 NW 22 Place Miami, FL 33172

   OWNER REPRSENTATIVE: Name: Shawn Angell
   Title: Construction and Renovation Supervisor
   Email: Shawn.angell@miamidade.gov

*Fill in Form*

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by SFL Property Maintenance Corp (entity submitting sworn statement), whose business address is 8030 Sw 34 St Miami, FL 33155 and its Federal Employer Identification Number (FEIN) is 45-5621968. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Nicole Perez (please print name of individual signing), and my relationship to the entity named above is Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

*Fill in Form*

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Nicole Perez
(Signature)

1/7/2025
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7th Day of January, 2025 by Nicole Perez, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

NOTARY PUBLIC STATE OF FLORIDA
Expires 02/26/2027
Belkis Figueredo
My Commission HH 366271

**NOTARY PUBLIC:**

SIGN: B Figueredo

PRINT: B Figueredo

Notary Public, State at large
My Commission Expires: 2/26/27

N/A

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   ( ) Other, please describe:

CE FORM 4A – REV. 1-98

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# GUARANTEE OF BID PROPOSAL

Name of Company: SFL Property Maintenance Corp

Street Address: 8030 SW 34th St

Miami, FL 33155
City State Zip

Mailing Address: 8030 Sw 34 St Miami, FL 33155

Phone No.: 786-382-4574 Fax#: N/A

Email Address: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1527912

State of Florida Corporation ID # (From Secretary of State): P12000063196

Federal Employer Identification Number (FEIN): 45-5621968

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink or Electronic)

Nicole Perez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

1/7/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: Nicole Perez

Name: Nicole Perez

Title: Owner

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 1/7/25 (*date*) by Nicole Perez who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

B. Figueredo
NOTARY PUBLIC

*Fill in Form*

# DRUG-FREE WORKPLACE

## STATEMENT UNDER SECTION 287.087
## FLORIDA STATUES

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Nicole Perez
Signature

Nicole Perez
Printed Name

SFL Property Maintenance Corp
Bidder Name

1/7/2025
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | Nicole Perez<br>**CONTRACTOR** |
| 1/7/2025<br>**DATE** | **CITY OF PLANTATION** |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| BIBERK<br>P.O. Box 113247<br>Stamford, CT 06911 | PHONE (A/C, No, Ext): 844-472-0967 | FAX (A/C, No): 203-654-3613 |
| | E-MAIL ADDRESS: customerservice@biBERK.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Liability & Fire Insurance Company | 20052 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
SFL Property Maintenance Corp

8030 SW 34th St
Miami, FL 33155

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 0 |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 0 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 0 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 0 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | N9WC814578 | 06/13/2024 | 06/13/2025 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | Professional Liability (Errors & Omissions): Claims-Made | | | | | | Per Occurrence/ Aggregate | |

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

Exclusions: Nicole Perez;

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2025

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

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

| | |
|---|---|
| **PRODUCER**<br>Gil & Associates Insurance<br>9485 SW 72 St Suite A-120<br>Miami FL 33173 | **CONTACT NAME:** David Gil, Sr.<br>**PHONE (A/C, No, Ext):** (305) 279-7665 **FAX (A/C, No):** (305) 279-9705<br>**E-MAIL ADDRESS:** dgil@gilinsurance.com |
| **INSURED**<br>SFL Property Maintenance Corp<br>8030 SW 34 STREET<br>MIAMI FL 33155 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** KINSALE INS CO<br>**INSURER B :** PROGRESSIVE INS. CO.<br>**INSURER C :** LLOYDS OF LONDON<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 0100220684-1 | 01/04/2025 | 01/04/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ EXCLUDED<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 02003001 | 04/02/2024 | 04/02/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | PROFESSIONAL LIABILITY | | | PSN0140144228 | 11/15/2024 | 11/15/2025 | AGGREGATE LIMIT<br>EACH OCCURRENCI | $2,000,000<br>$1,000,000 |

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

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.
10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

**CERTIFICATE HOLDER**

City OF Plantation
400 NW 73rd AVENUE
PLANTATION FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

SFL Property Maintenance Corp
Company's Name

Nicole Perez
Authorized Representative Signature

Nicole Perez / Owner
Print Name and Title

1/7/2025
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** SFL Property Maintenance Corp **Date:** 1/6/2025

**Base Bid Total:** $246,126.77

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ References

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☑ or No ☐

If Yes, please list the equivalent product(s) below:

-Eurocraft EC-600 Commercial Door with 1 3/16" insulated glass Low E, Solarban xl70
-Eurocraft EC-300 Horizontal Slider with 1 1/16" insulated glass, Low E, Solarban xl70
-Overhead Door RHX Heavy Duty Commercial Operator
-Overhead Door 610 Rolling Steel Service Door

Signature: _____ Printed Name: Nicole Perez

# CORPORATE RESOLUTION

I hereby certify that I, Nicole Perez, am the undersigned Secretary of SFL Property Maintenance Corp (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 8030 Sw 34 St Miami, FL 33155. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 3rd day of March, 2020 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Nicole Perez (name), Owner / Vice President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24; Windows and Doors Replacement Fire Station #4 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 3rd day of March, 2020

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Overhead Door of South Florida a Division of DuraServ Corp., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**
DuraServ Corp dba
Overhead Door of South Florida

By: _____
Signature

Hannah Clark / Contract Admin I
Name and Title

2200 Luna Rd., Suite 160
Street Address

Carrollton, TX 75006
City, State, Zip

12/9/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Nicole Perez (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Nicole Perez | | Vice President / Secretary / Treasurer | | Nicole Perez |
| Armando Figueredo | | President | | |
| | | | | |

This 7 day of Jan, 2025.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: SFL Property Maintenance Corp

By (sign): Nicole Perez

Print Name: Nicole Perez

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 1/7/25 (*date*) by Nicole Perez (*name of officer or agent, title of officer or agent*), of SFL Property Maintenance Corp (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 2/26/27

B Figueredo

NOTARY PUBLIC

NOTARY PUBLIC
Expires
02/26/2027
Belkis Figueredo
My Commission
HH 366271
STATE OF FLORIDA

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____

NOTARY PUBLIC

# GENERAL TERMS AND PROVISIONS

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink or Electronic)

Nicole Perez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

1/7/2025
(Date Signed)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 7th day of January, 2025, by Nicole Perez, as Owner for SFL Property Maintenance Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: B Figueredo

Print Name: B Figueredo

State of Florida at Large (Seal)

My commission expires: 2/26/27

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

NOTARY PUBLIC STATE OF FLORIDA
Expires 02/26/2027
Belkis Figueredo
My Commission HH 366271

Plantation the grass is greener®

Disclaimer | Vendor Registration Form | Contact

| | |
|---|---|
| Company Name | SFL PROPERTY MAINTENANCE CORP |
| D.B.A | N/A |

## Company Address(Please no P.O. Box address)

| | | | |
|---|---|---|---|
| Address(Suite/Unit#) | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | NICOLE PEREZ | | |
| Title | VICE PRESIDENT | | |
| Email | nicole@sflpropertymaintenance.com | | |
| Company Type | S Corporation | | |
| Commodity Code1 | Building Maintenance & Repair (Interior/Exterior) | | |
| Commodity Code2 | Construction Services | | |

Commodity Code3: Floor Covering, Installation & Removal Supplies

Are any of the owners/partners related to a City employee? ☐ No ☐ Yes

☑ check this box if the **Billing Address** address is same as **Company Address.** Otherwise please complete the following:

| | | | |
|---|---|---|---|
| Address/Suite/Unit# | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone# | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | ARMANDO FIGUEREDO | | |
| Title | PRESIDENT | | |
| Email Address | armando@sflpropertymaintenance.com | | |
| Principal line of business | GENERAL CONTRACTOR WINDOWS DOORS P/ | | |
| How long in present business | 12 YEARS | | |
| Federal ID# | 45-5621968 | | |
| Plantation Business Tax# | | | |

☐ Enroll for Electronic Payment (EPAY) ?

Please select your signed W-9(name it with your company name) form first, then click the "Upload" button:

Choose File No file chosen Your W9 is uploaded

Check this box if you don't have a W9 form

Submit Reset

© 2024 - Plantation Vendor Application

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## PEREZ, NICOLE

SFL PROPERTY MAINTENANCE CORP.
8030 SW 34TH ST
MIAMI FL 33155

**LICENSE NUMBER: CGC1527912**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

3178

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** SFL PROPERTY MAINTENANCE CORP

**Receipt #:** 180-347618
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** NICOLE PEREZ/QUAL
**Business Location:** 8030 SW 34TH ST
MIAMI DADE COUNTY
**Business Phone:** 786-382-4240

**Business Opened:** 10/28/2024
**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

**For Vending Business Only**
**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

SFL PROPERTY MAINTENANCE CORP
8030 SW 34TH ST
MIAMI, FL 33155-3406

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

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| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

**For Vending Business Only**
**Number of Machines:** **Vending Type:**


| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

# Detail by Entity Name

Florida Profit Corporation
SFL PROPERTY MAINTENANCE CORP.

**Filing Information**

| | |
|---|---|
| **Document Number** | P12000063196 |
| **FEI/EIN Number** | 45-5621968 |
| **Date Filed** | 07/18/2012 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 07/15/2024 |
| **Event Effective Date** | NONE |

**Principal Address**

8030 SW 34th Street
MIAMI, FL 33155

Changed: 07/15/2024

**Mailing Address**

8030 SW 34th Street
MIAMI, FL 33155

Changed: 07/15/2024

**Registered Agent Name & Address**

FIGUEREDO, ARMANDO J., JR.
8030 SW 34th Street
MIAMI, FL 33155

Name Changed: 07/15/2024

Address Changed: 06/12/2020

**Officer/Director Detail**

**Name & Address**

Title P

FIGUEREDO, ARMANDO J., JR.
8030 SW 34TH STREET
MIAMI, FL 33155

Title VTS

PEREZ, NICOLE
8030 SW 34TH STREET
MIAMI, FL 33155

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 03/16/2022 |
| 2023 | 02/01/2023 |
| 2024 | 02/01/2024 |

**Document Images**

| | |
|---|---|
| 07/15/2024 -- Amendment | View image in PDF format |
| 02/01/2024 -- ANNUAL REPORT | View image in PDF format |
| 02/01/2023 -- ANNUAL REPORT | View image in PDF format |
| 03/16/2022 -- ANNUAL REPORT | View image in PDF format |
| 03/16/2021 -- ANNUAL REPORT | View image in PDF format |
| 06/12/2020 -- Amendment | View image in PDF format |
| 03/03/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/07/2019 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2018 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2017 -- ANNUAL REPORT | View image in PDF format |
| 03/10/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/05/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/17/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/13/2013 -- ANNUAL REPORT | View image in PDF format |
| 07/18/2012 -- Domestic Profit | View image in PDF format |

Florida Department of State, Division of Corporations

*Fill in Form*

# DRUG-FREE WORKPLACE

## STATEMENT UNDER SECTION 287.087
## FLORIDA STATUES

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Nicole Perez
Signature

Nicole Perez
Printed Name

SFL Property Maintenance Corp
Bidder Name

1/7/2025
Date

# 610/620 Rolling Service Doors

HEAVY-DUTY ROLLING SERVICE DOOR




STRENGTH.
VERSATILITY.
GOOD LOOKS.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

3183



***Cover image:*** *Model 610, perforation on top 2/3, bottom 1/3 solid, custom finish*

***Image above:*** *Stormtite™, Model 620, finish in Brown*

* FBC – Florida Building Code; TDI – Texas Department of Insurance; DADE – Miami-Dade Building Code Compliance Office
** When purchased together

## Standard features at a glance

| | |
|---|---|
| Max standard width | 30'4" (9246 mm) |
| Max standard height | 28'4" (8636 mm) |
| Curtain | 22 ga. galvanized steel up to 15'4" (4674 mm) wide<br>20 ga. galvanized steel over 18'4" to 25'4" (5588 -7722 mm) wide<br>18 ga. galvanized steel over 25'4" to 30'4" (7722-9245 mm) wide |
| Slat profile | Curved, type C-187 or C-275 (Model 610);<br>Flat, type F-265 (Model 620) |
| Finish | Gray, Tan, Brown or White |
| Hood | 24 ga. galvanized steel |
| Wind load | 20 psf |
| Standard mounting | Face-of-wall |
| Operation | Manual push-up up to 84 ft² (7804 mm²) or 12' x 7' (3658 mm x 2134 mm)<br>Chain hoist over 84 ft² (7804 mm²) or 12' x 7' (3658 mm x 2134 mm) |
| Standard spring | 20,000 cycle |
| Weatherseals | Bottom bar astragal<br>Guide weatherseals and hood baffle (Model 620) |
| Guides | Three structural steel angles; PowderGuard® weathered finish with black powder coat |
| Bottom bar | Extruded aluminum w/weatherseal to 15'4" (4674 mm)<br>Back-to-back steel angles w/weatherseal > 15'4" (>4674 mm) |
| Lock | Interior slide bolt on push-up<br>Padlockable chain keeper on chain hoist |
| Warranty | 24-month limited;<br>3 years/20,000 cycles limited on Overhead Door door and operator system** |

## Options

- Electric operator (RHX®, RSX®, RMX®) or crank operation
- Bottom sensing edge, sloping bottom bar
- Galvanized steel bottom bar angles and guides
- Between-jamb mounting
- Stainless steel or aluminum slats
- High-usage package
- High-wind load option (FBC, TDI, DADE)*
- Cylinder lock
- Exhaust ports
- Flat slat profile option F-265 and C-600 heavy-duty 6" curved slat (Model 610)
- Perforated 18-gauge steel slats with 1/16" (2 mm) diameter holes on 1/16" (2 mm) centers
- Fenestrated slats with uniformly spaced openings of 5/8" x 3" (16 mm x 76 mm) or 1" x 10" (25.4 mm x 254 mm) on F265 slat only
- PowderGuard® Premium powder coat paint finish in 197 standard colors, or color-matched to specification
- PowderGuard® Zinc and PowderGuard® Weathered finishes
- Special application doors:
  - Oversized doors to 1500 ft². (139.4 m²)
  - Combination doors with grilles and/or with full or partial standard, perforated or fenestrated slats
  - Spark-resistant doors, craneway doors, pass doors

## Door that is are strong, durable, handsome and versatile

Model 610 – the best selling door of our line. Stormtite™ Model 620 is an ideal choice for keeping climate-controlled air in and the elements out. Available to fit openings up to 30'4"x 28'4" (9246 mm x 8636 mm), these doors are fabricated of 18- to 24-gauge galvanized steel (depending upon door width), and can withstand wind loads up to 20 psf. Interlocking slats with endlocks ensure a tight fit while minimizing lateral movement.

Design versatility is afforded by a wide array of options, including a selection of slat profiles; curtain materials, finishes and colors; electric operation, and special features for unique applications. Each of our rolling service doors is configured for precise fitting of components, simpler installation, lower maintenance costs and trouble-free operation for life. The result is a door tough enough to perform exceptionally well in demanding industrial environments – and attractive enough to meet exacting aesthetic requirements.

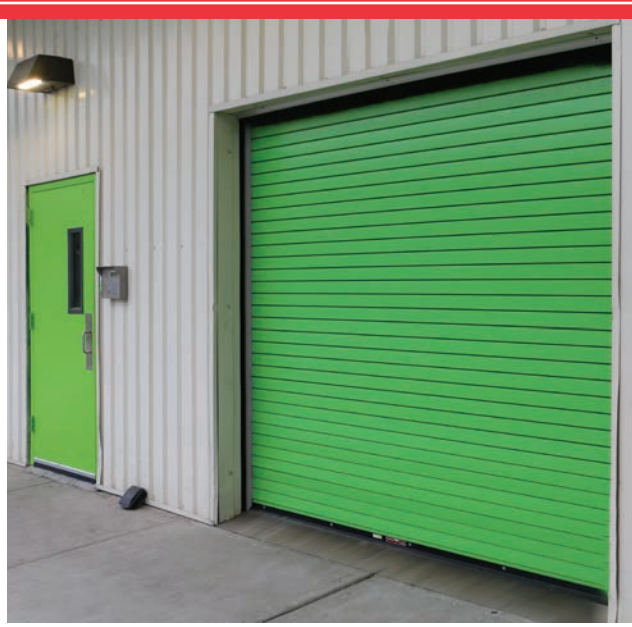

*Model 620, custom finish*

## Slat profiles

**Model 610**

C-187 Slat

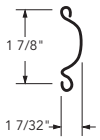


C-275 Slat

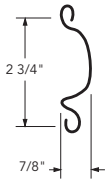


C-600 Slat

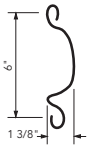


F-265 Slat, FE-265 Slat

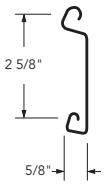


**Model 620**

F-265 Slat, FE-265 Slat

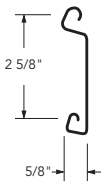


## Finish options

| | Finish details |
|---|---|
| Standard polyester base coat | Two-coat system with polyester based top coat. |
| PowderGuard® Premium powder coat | Weather resistant polyester powder coat available in 197 colors; custom color match and EZ Clean treatment options available. |
| PowderGuard® Zinc finish | Zinc enriched powder coat provides excellent corrosion protection that outperforms both hot dipped and cold galvanized steel. Color selection from 197 powder coat colors; custom color match also available. |
| PowderGuard® Weathered finish | Industrial textured powder coat provides a thicker, more scratch resistant coat for added product protection. |

### Colors

Gray

Tan

Brown

White

Actual colors may vary from brochure due to fluctuations in the printing process. Always request a color sample from your Overhead Door Distributor for accurate color matching.




*Model 610, perforated steel slat, PowderGuard® Weathered finish in Iron*




## Architect's Corner

**A resource for architects, containing comprehensive technical and resource materials to support your project, including drawings and specifications for commercial doors.**

**www.overheaddoor.com**

### The original, innovative choice for unequalled quality and service.

Overhead Door pioneered the upward-acting door industry, inventing the first upward-acting door in 1921 and the first electric door operator in 1926. Today, we continue to be the industry leader through the strength of our product innovation, superior craftsmanship and outstanding customer support, underscoring a legacy of quality, expertise and integrity. That's why design and construction professionals specify Overhead Door products more often than any other brand. Our family of over 400 Overhead Door Distributors across the U.S. and Canada not only share our name and logo, but also our commitment to excellence.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

2501 S. State Hwy. 121 Bus., Suite 200, Lewisville, TX 75067
**1-800-929-DOOR • sales@overheaddoor.com**
**www.overheaddoor.com**

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All other trademarks are property of their rightful owners. Consistent with our policy of continuing product improvement,
we reserve the right to change product specifications without notice or obligation. C900-103 10/16

# RHX®

## HEAVY DUTY COMMERCIAL OPERATOR




EASY OPERATION AND SUPERIOR FUNCTIONALITY FOR THE MOST STRINGENT APPLICATIONS.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

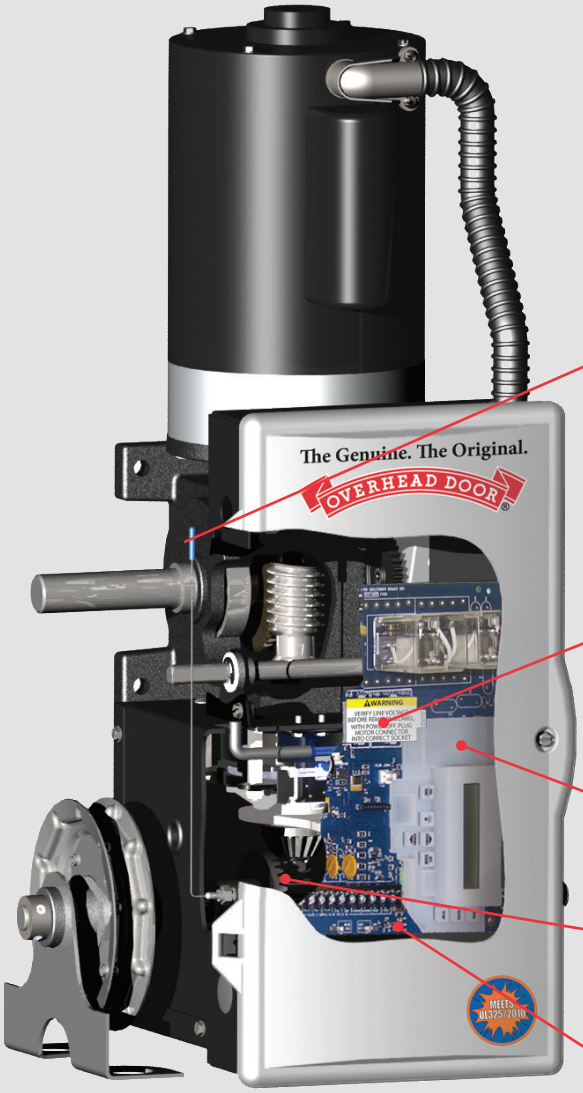


## Standard features at a glance

**Progressive braking***
An advanced DC brake system similar to anti-lock brakes brings the door to a soft stop for less wear and tear on the system.

**Easy limit setting with LimitLock®**
An electro/mechanical limit sensor that makes it easy to set and maintain limits.

**Advanced radio receiver system with auto seek frequency range**
Quickly and easily learns up to 250 CodeDodger® transmitters. This system will automatically cycle between 315 and 390 frequencies. It can add and delete transmitters from the menu and easily identify which transmitters are operating the door.

**Voltage freedom with Voltamatic®**
Voltamatic® provides 115/208/230V single phase in one unit, and 208/230/460V three phase in another unit. A separate 575V three phase unit is also available.

**16-character LCD display**
Simplifies installation and troubleshooting. Intelligent menu structure and expanded self-diagnostics.

**True gear head design**
This system's primary drive reduction is via worm gear running in oil bath, which provides reliable operation.

**UL325 2010 compliant**
This standard requires the addition of monitored external entrapment devices prior to the operator working in momentary contact in the close direction.

*Patents # 6,737,823 and # 6,388,412

## Sectional Steel Door square foot limits

| Commercial steel insulated & non-insulated | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Model | HP | UL Listed | Door Series → | | 416 | 418 | 420 | 422 | 424 | 426 | 430 | 432 | 470 |
| | | | Mounting type | Max. door weight (lbs) | 16 ga. Flush steel | 16 ga. Flush steel insulated | 20 ga. Ribbed steel | 20 ga. Ribbed steel insulated | 24 ga. Ribbed steel | 24 ga. Ribbed steel insulated | Nominal 24 ga. Ribbed steel | Nominal 24 ga. Ribbed steel insulated | Styrene steelback insulated |
| | | | | | Maximum door square footage | | | | | | | | |
| RHX® | 1/2 | Yes | TSC | 1310 | 330 | 262 | 406 | 330 | 448 | 366 | 326 | 326 | 281 |
| RHX® | 3/4 | Yes | TSC | 1450 | 366 | 294 | 490 | 406 | 536 | 448 | 326 | 326 | 281 |
| RHX® | 1 | Yes | TSC | 1650 | 448 | 366 | 536 | 448 | 632 | 490 | 326 | 326 | 281 |
| RHX® w/14 RPM direct couple kit | 1 | Yes | SC | 2400 | 490 | 406 | 684 | 536 | 792 | 584 | 326 | 326 | 281 |
| RHX® w/14 RPM direct couple kit | 3 | Yes | SC | 3696 | 701 | 588 | 1020 | 821 | 1020 | 821 | 326 | 326 | 281 |

| Thermacore | | | | | | | | | | | | | Aluminum | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Model | HP | UL Listed | Door Series → | | 591 | 592 | 593 | 594 | 596 | 598 | 599 | 850 | 511 | 521 |
| | | | Mounting type | Max. door weight (lbs) | Ribbed steel 1-5/8" | Ribbed steel 2" | Ribbed steel 1-3/8" | Raised panel steel 1-3/8" | 20 ga. Flush steel 2" | Ribbed steel 1" | Ribbed steel 2" | 20 ga. Flush steel 3" | | |
| | | | | | Maximum door square footage | | | | | | | | | |
| RHX® | 1/2 | Yes | TSC | 1310 | 490 | 448 | 326 | 326 | 380 | 200 | 448 | 400 | 326 | 406 |
| RHX® | 3/4 | Yes | TSC | 1450 | 536 | 490 | 326 | 326 | 419 | 200 | 448 | 420 | 326 | 506 |
| RHX® | 1 | Yes | TSC | 1650 | 632 | 584 | 326 | 326 | 501 | 200 | 448 | 470 | 326 | 526 |
| RHX® w/14 RPM direct couple kit | 1 | Yes | SC | 2400 | 792 | 736 | 326 | 326 | 591 | 200 | 448 | 605 | 326 | 526 |
| RHX® w/14 RPM direct couple kit | 3 | Yes | SC | 3696 | 1164 | 1020 | 326 | 326 | 888 | 200 | 448 | 840 | 326 | 526 |

T = Trolley S = Jackshaft, Side Mount C = Jackshaft, Center Mount
Note: Side/center direct couple kit output speed is 26 RPM for 1/2, 3/4, and 1hp. For large doors use 14 RPM output speed direct couple kit on 1, and 3 HP RHX operators.
Note: Total door weight, and not the square footage, is the critical factor in selecting the proper operator. Square foot measurements are based on "square doors". (Example = 16' x 16')
Note: Doors that require special windloading and wide doors normally require increased strutting (reinforcement). Strutting doors can significantly increase door weight beyond maximum weight shown. Consult factory personnel in these situations.

## Rolling Steel Door square foot limits

| Model | HP | Max. output torque (in lbs.) | UL listed | Rolling steel doors | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 600 | 610/620 | | | | | | 625 | | | | | 627 | | |
| | | | | 24 ga. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 16/18 ga. Alum. | 14 ga. Alum. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 14 ga. Alum. | 24 ga. | 22 ga. | 14 ga. Alum. |
| | | | | Maximum door square footage | | | | | | | | | | | | | | |
| RHX® | 1/2 | 466 | Yes | 256* | 465 | 403 | 351 | 268 | 450 | 660 | 247 | 215 | 199 | 169 | 600 | 180 | 144 | 144 |
| RHX® | 3/4 | 570 | Yes | 256* | 580 | 502 | 437 | 334 | 450 | 480 | 307 | 268 | 248 | 211 | 420 | 216 | 180 | 180 |
| RHX® | 1 | 667 | Yes | 256* | 690 | 600 | 523 | 399 | 450 | 660 | 367 | 320 | 297 | 252 | 660 | 228 | 216 | 216 |
| RHX® | 3 | 1972 | Yes | 256* | N/A | 1137 | 945 | 867 | 450 | 810 | 798 | 696 | 645 | 548 | 810 | 512 | 476 | 476 |

| Model | HP | Max. output torque (in lbs.) | UL listed | FireKing® | | Rolling fire doors/shutters | | | | | Counter | Grilles | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 635 | | 630/631/634 | | | | 640/641 | 650/651/652 | 670 | 671 |
| | | | | 24 ga. | 22 ga. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 22 ga. | 20 ga. Alum. | Alum. | Steel |
| | | | | Maximum door square footage | | | | | | | | | |
| RHX® | 1/2 | 466 | Yes | 247** | 215** | 172** | 168** | 351** | 268** | N/A | All* | 540 | 240 |
| RHX® | 3/4 | 570 | Yes | 307** | 268** | 172** | 168** | 416** | 334** | N/A | All* | 620 | 290 |
| RHX® | 1 | 667 | Yes | 367** | 320** | 172** | 168** | 480** | 399** | N/A | All* | 700 | 340 |
| RHX® | 3 | 1972 | Yes | 798** | 696** | 172** | 168** | 576** | 696** | N/A | All* | 1080 | 888 |

Note: Door chart represents max. door height of 24ft., over 24ft high consult factory.
* Operator must be wall mounted.
** Must use the Auxiliary Input/Output Module part number OPABIOX.S when used in conjunction with a Fire Sentinel®

## Optional accessories

| Accessory | Description |
|---|---|
| Transmitters  | The RHX® operator features a built-in Radio Receiver System that can store up to 250 transmitters, giving the customer the ability to identify which transmitters have been operating the door. Radio transmitters may be single-button, two-button, three-button, four-button, or Open-Close-Stop. They are easily programmed or erased using the LCD display. The patented CodeDodger® technology automatically cycles between 315 and 390 MHz with the touch of a button. |
| Motors  | The following motors are available when specified:<br>• **Totally Enclosed Non Ventilated** (TENV)<br>• **Totally Enclosed Fan Cooled** (TEFC)<br>• **Environmental modifications:** TENV, TEFC, NEMA 4 and NEMA 4X |
| Auxiliary modules  | • **Timer to Close Module** – provides auxiliary control inputs, auxiliary safety inputs, auxiliary timer hold input, and an automatic door closing feature with a user-selectable time delay. Safety inputs can be enabled or disabled using the on-board keypad. A monitored safety device must be used with this module.<br>• **Auxiliary Output Module** – this plug-in module will provide several auxiliary sets of dry contacts for monitoring door status. Outputs can be configured using the on-board keypad. |
| Sensing devices  | • **Bottom Sensing Edge** – stops and reverses the door upon contact with an obstruction.<br>• **Safe-T-Beam®** – senses an obstruction and signals the operator to stop or reverse the door. |

## RHX® advantages

### Mounting

A wide variety of mounting options are available to fit any application including:

Sectional Doors: Standard, side mount, and dual trolley applications. All models come standard with the DC brake system. Side-mount and center-mount chain couple or direct couple to the door shaft with hoist. Hoist models are left or right hand adjustable in the field.

Rolling Steel Doors: With hoist, front of hood, top of hood, bench mount, and wall-mount applications. Hoist models are left or right hand adjustable in the field.

### Motor

Open drip-proof motor available in ½, ¾, 1 and 3* horsepower, single or three-phase. Totally enclosed non-ventilated (TENV) construction and totally enclosed fan cooled (TEFC) construction units are available as options.

### On-board radio receiver

This standard feature can add radio functionality to every job with no additional cost for the receiver. Stores up to 250 CodeDodger® transmitters including the new commercial dual frequency cycling versions.

### Drive reduction

Primary reduction is worm gear running in oil bath. Secondary reduction is by chain and sprocket.

### **Direct coupling** (optional on sectional doors only)

Provides fast, easy installation and prevents chain slacking. Available as an optional kit for sectional side/center mount and hoist units.

For sectional, options include:

- 14 RPM kit
- 26 RPM kit

### Timed Close

Doors can be set to automatically close after a two second to five minute delay.

### Mechanical brake system

24V DC Disc Brake. Fewer mechanical parts for improved reliability.

### **Clutch** (standard with trolley; optional with hoist)

Adjustable disc-type helps protect door and operator from major damage should the door meet an obstruction. (Included in 14 and 26 RPM direct couple mounting kits).

### Cycle counter

LCD clearly indicates the exact number of cycles logged for easy maintenance support.

### Adjustable shaft

Output shaft of the optional direct coupling kits can be moved from one side to the other, providing flexible installation options.

### Trolley rail assembly

High strength 2 inch structural angle for added strength and durability.

### **NEMA 4/4X operators** (optional)

Available for wet, dusty and corrosive environments.

### **CodeDodger® commercial dual frequency cycling transmitters** (optional)

Available in 1, 2, 3, 4-button and Open/Close/Stop versions. Automatically operates at both 315 and 390 MHz every time a button is pressed.

### Limited Warranty

RHX® operator features a 2-year or 20,000 cycle limited warranty. See installation manual for complete limitations and details.

* 3 horsepower models come only in three phase standard with (TEFC) construction.







## Architect's Corner

A resource for architects, containing comprehensive technical and resource materials to support your project, including drawings and specifications for commercial doors.

www.overheaddoor.com

### The original, innovative choice for unequalled quality and service.

Overhead Door Corporation pioneered the upward-acting door industry, inventing the first upward-acting door in 1921 and the first electric door operator in 1926. Today, we continue to be the industry leader through the strength of our product innovation, superior craftsmanship and outstanding customer support, underscoring a legacy of quality, expertise and integrity. That's why design and construction professionals specify Overhead Door™ products more often than any other brand. Our family of over 400 Overhead Door™ Distributors across the U.S. and Canada not only share our name and logo, but also our commitment to excellence.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

2501 S. State Hwy. 121 Bus., Suite 200, Lewisville, TX 75067
**1-800-929-DOOR • sales@overheaddoor.com**
**overheaddoor.com**

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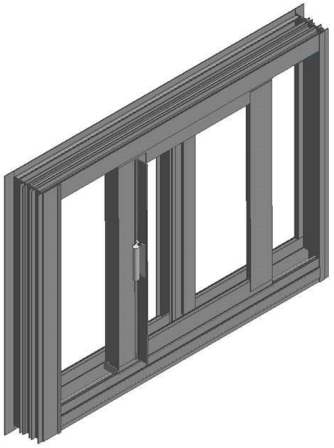

FRAME FINISH:
- WHITE
- BRONZE
- CLEAR ANODIZED

GLASS MAKE-UP:
- MPACT LAMINATED 7/16”
- IMPACT LAMINATED 9/16”
- IMPACT INSULATED 1 1/16”

SIZE:
- OX: MAX W:80”- H:76”
- XOX: MAX W:120” – H:76”

DP:
- UP TO 140 (+/- PSF)

EVALUATIONS:
- TAS 201-94
- TAS 202-94
- TAS 203-94
- ASTM E331-00
- ASTM E283-04
- ASTM E1886-13a
- ASTM E1996-14a

SCREENS:
- FIXED SCREENS AVAILABLE

COLONIALS:
- 1” FLAT BARS AVAILABLE





# EuroCraft
# Aluminum Horizontal Roller Series 300

Serie

# EC 600

## Commercial French Door

Design options to meet a variety of architectural styles preference with ability to meet ADA standars code. Hi techprofile and rainforced material feature a higher design pressure, making them ideal for your new or existing construction.



### DESCRIPTION

- (LMI/SMI) missile impact rated
- Design loads PVB Interlayer (+/-120) SG Interlayer (+/-140)
- Frame depht 5"
- 1 1/4" - 2" Threshold option
- Bottom rail 4.5" - 8" symmetric available
- High performance low-e coating
- Sea Turtle Protection Code glass available
- Privacy glass available

### BENEFITS

- Quality and strength of heavy duty-gauge aluminun
- Our is perfect for hotels, schools, office and buildings
- Reinforced entry resistant
- Glass heat strengthened standard
- Aluminun material is chemically pre-treated
- Front glazing design

### GLASS TYPE

- Laminated 9/16" H.S.
- Insulated 1-5/16" H.S.

### MAXIMUM QUALIFIED SQFT

- Min Width: 26"
- Max Width: 48"
- Min Height: 64"
- Max Height: 120"

### MAX SQFT

- 40.00"

insurance
noise reduction
uv protection
energy saving
hurricane protection

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## PEREZ, NICOLE

SFL PROPERTY MAINTENANCE CORP.
8030 SW 34TH ST
MIAMI FL 33155

**LICENSE NUMBER: CGC1527912**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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31195

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** SFL PROPERTY MAINTENANCE CORP

**Receipt #:** 180-347618
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** NICOLE PEREZ/QUAL
**Business Location:** 8030 SW 34TH ST
MIAMI DADE COUNTY
**Business Phone:** 786-382-4240

**Business Opened:** 10/28/2024
**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

**For Vending Business Only**
**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

SFL PROPERTY MAINTENANCE CORP
8030 SW 34TH ST
MIAMI, FL 33155-3406

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

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**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

**For Vending Business Only**
**Number of Machines:** **Vending Type:**


| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

Plantation the grass is greener®

Disclaimer | Vendor Registration Form | Contact

| | |
|---|---|
| Company Name | SFL PROPERTY MAINTENANCE CORP |
| D.B.A | N/A |

## Company Address(Please no P.O. Box address)

| | | | |
|---|---|---|---|
| Address(Suite/Unit#) | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | NICOLE PEREZ | | |
| Title | VICE PRESIDENT | | |
| Email | nicole@sflpropertymaintenance.com | | |
| Company Type | S Corporation | | |
| Commodity Code1 | Building Maintenance & Repair (Interior/Exterior) | | |
| Commodity Code2 | Construction Services | | |

Commodity Code3: Floor Covering, Installation & Removal Supplies

Are any of the owners/partners related to a City employee? ☐ No ☐ Yes

☑ check this box if the **Billing Address** address is same as **Company Address.** Otherwise please complete the following:

| | | | |
|---|---|---|---|
| Address/Suite/Unit# | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone# | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | ARMANDO FIGUEREDO | | |
| Title | PRESIDENT | | |
| Email Address | armando@sflpropertymaintenance.com | | |
| Principal line of business | GENERAL CONTRACTOR WINDOWS DOORS P/ | | |
| How long in present business | 12 YEARS | | |
| Federal ID# | 45-5621968 | | |
| Plantation Business Tax# | | | |

☐ Enroll for Electronic Payment (EPAY) ?

Please select your signed W-9(name it with your company name) form first, then click the "Upload" button:

Choose File No file chosen Your W9 is uploaded

☐ Check this box if you don't have a W9 form

Submit Reset

---

© 2024 - Plantation Vendor Application

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 7th day of January, 2025, before me, the undersigned authority, personally appeared Nicole Perez, to me known to be the individual described in and who executed the foregoing instrument as Owner / Vice President of SFL Property Maintenance Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Nicole Perez

WITNESS my hand and official seal the date aforesaid.

B Figueredo (Signature of Notary Public)

B. Figueredo (Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC STATE OF FLORIDA
Expires 02/26/2027
Belkis Figueredo
My Commission HH 366271

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# GENERAL TERMS AND PROVISIONS

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink or Electronic)

Nicole Perez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

1/7/2025
(Date Signed)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 7th day of January, 2025, by Nicole Perez, as Owner for SFL Property Maintenance Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: B Figueredo

Print Name: B Figueredo

State of Florida at Large (Seal)

My commission expires: 2/26/27

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

NOTARY PUBLIC STATE OF FLORIDA
Expires 02/26/2027
Belkis Figueredo
My Commission HH 366271

# EUROCRAFT INDUSTRIES INC.

## *SERIES 600 COMMERCIAL DOOR*
## *(HVHZ)(IMPACT)*

GENERAL NOTES:

1. THE PRODUCT SHOWN HEREIN IS DESIGNED AND MANUFACTURED TO COMPLY WITH THE CURRENT EDITION FLORIDA BUILDING CODE (FBC) INCLUDING HVHZ. ALL PRODUCTS UNDER THE SCOPE OF THIS DOCUMENT HAVE BEEN EVALUATED ACCORDING TO THE FOLLOWING:
   - ASTM E283-04
   - ASTM E331-00(09)
   - ASTM E1886-13a
   - ASTM E1996-14a
   - TAS 201-94
   - TAS 202-94
   - TAS 203-94

2. ADEQUACY OF THE EXISTING STRUCTURAL CONCRETE/MASONRY, 2X AND METAL STUD FRAMING AS A MAIN WIND FORCE RESISTING SYSTEM CAPABLE OF WITHSTANDING AND TRANSFERRING APPLIED PRODUCT LOADS TO THE FOUNDATION IS THE RESPONSIBILITY OF THE ENGINEER OR ARCHITECT OF RECORD FOR THE PROJECT OF INSTALLATION.

3. 1X AND 2X BUCKS (WHEN USED) SHALL BE DESIGNED AND ANCHORED TO PROPERLY TRANSFER ALL LOADS TO THE STRUCTURE. BUCK DESIGN AND INSTALLATION IS THE RESPONSIBILITY OF THE ENGINEER OR ARCHITECT OF RECORD FOR THE PROJECT OF INSTALLATION.

4. INSTALL INDIVIDUAL INSTALLATION ANCHORS WITHIN A TOLERANCE OF ±1/4 INCH OF THE DEPICTED LOCATION IN THE ANCHOR LAYOUT DETAIL (I.E., WITHOUT CONSIDERATION OF TOLERANCES). TOLERANCES ARE NOT CUMULATIVE FROM ONE INSTALLATION ANCHOR TO THE NEXT.

5. THE INSTALLATION DETAILS DESCRIBED HEREIN ARE GENERIC AND MAY NOT REFLECT ACTUAL CONDITIONS FOR A SPECIFIC SITE. IF SITE CONDITIONS CAUSE INSTALLATION TO DEVIATE FROM THE REQUIREMENTS DETAILED HEREIN, A LICENSED ENGINEER OR ARCHITECT SHALL PREPARE SITE SPECIFIC DOCUMENTS FOR USE WITH THIS DOCUMENT IN HVHZ AREAS.

6. APPROVED IMPACT PROTECTIVE SYSTEM **IS NOT REQUIRED** TO PROTECT THIS PRODUCT IN AREAS REQUIRING IMPACT RESISTANCE.

7. WINDOW FRAME MATERIAL: ALUMINUM 6005-T5 & 6063-T6

8. GLASS MEETS THE REQUIREMENTS OF ASTM E1300 GLASS CHARTS. SEE SHEET 2 FOR GLAZING DETAILS.

**TABLE OF CONTENTS**


| SHEET | DESCRIPTION |
|---|---|
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| 2 | GLAZING DETAILS |
| 3 | ELEVATIONS (10') |
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| 5 | ELEVATIONS (8') |
| 6 | ELEVATIONS(8' WITH TRANSOM) |
| 7 | VERTICAL SECTIONS |
| 8 | HORIZONTAL SECTIONS |
| 9 | HORIZONTAL SECTIONS |
| 10 | HARDWARE OPTIONS |
| 11 | MULLION LOAD JAMB CAPACITY |
| 12 | INSTALLATION NOTES AND ANCHOR DETAILS |
| 13 | BILL OF MATERIALS |
| 14 | COMPONENTS |


| DESIGN PRESSURE RATING | | |
|---|---|---|
| GLAZING TYPE | MAX DESIGN PRESSURE | MISSILE RATING |
| G-1,G-2,G-3 & G-4 | SEE SHEET 3-6 FOR DESIGN PRESSURE TABLE | LARGE & SMALL IMPACT |


EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872


TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
GENERAL NOTES


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD, STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com


| REMARKS | BY | DATE |
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FLORIDA P.E. No 73778
BUILDING DROPS, INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 1

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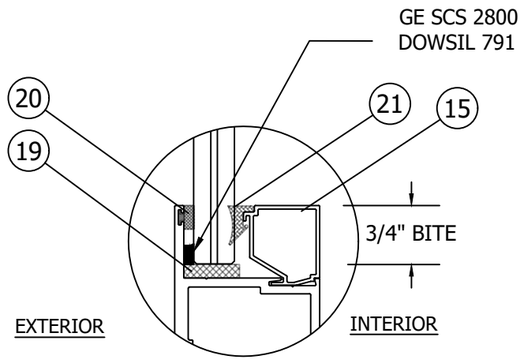


## GLAZING DETAIL 1

**GLASS TYPE 1:**
9/16" LAMINATED GLASS:
1/4" HEAT STRENGTHENED GLASS
0.090" TROFISOL PVB INTERLAYER BY KURARAY OF AMERICA
1/4" HEAT STRENGTHENED GLASS

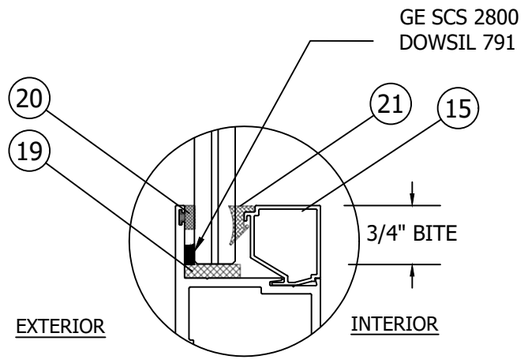


## GLAZING DETAIL 2

**GLASS TYPE 2:**
9/16" LAMINATED GLASS:
1/4" HEAT STRENGTHENED GLASS
0.090" SG INTERLAYER BY KURARAY OF AMERICA
1/4" HEAT STRENGTHENED GLASS

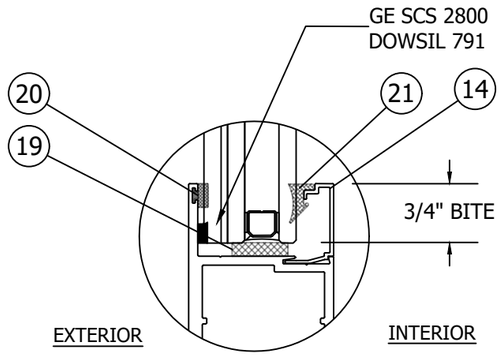


## GLAZING DETAIL 3

**GLASS TYPE 3:**
1 3/16" INSULATED LAMINATED GLASS:
3/16" HEAT STRENGTHENED GLASS
0.090" TROFISOL PVB INTERLAYER BY KURARAY OF AMERICA
3/16" HEAT STRENGTHENED GLASS
1/2" AIR SPACE
1/4" TEMPERED GLASS

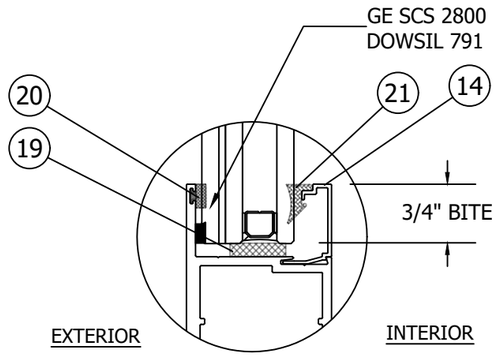


## GLAZING DETAIL 4

**GLASS TYPE 4:**
1 3/16" INSULATED LAMINATED GLASS:
3/16" HEAT STRENGTHENED GLASS
0.090" SG INTERLAYER BY KURARAY OF AMERICA
3/16" HEAT STRENGTHENED GLASS
1/2" AIR SPACE
1/4" TEMPERED GLASS

GLAZING NOTES:
1. GLASS TYPE SHALL COMPLY WITH ASTM E1300 REQUIREMENTS.
2. SETTING BLOCKS TO BE LOCATED AT 1/4 SPAN LENGTH FOR GLASS WIDER THAN 36" AS PER FBC CHAPTER 24.
3. SETTING BLOCK DUROMETER HARDNESS OF 70-90 (SHORE A) AS REFERENCED IN FBC CHAPTER 24.
4. GLASS TYPE SHALL COMPLY WITH APPLICABLE GLAZING REQUIREMENTS PER CHAPTER 24 OF THE FBC

EUROCRAFT
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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
GLAZING DETAILS

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| REMARKS | BY | DATE |
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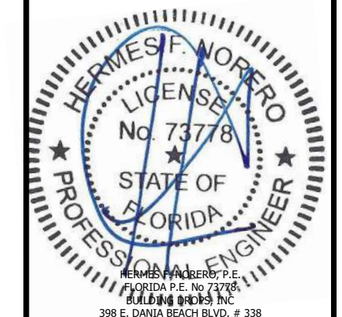


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FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 2

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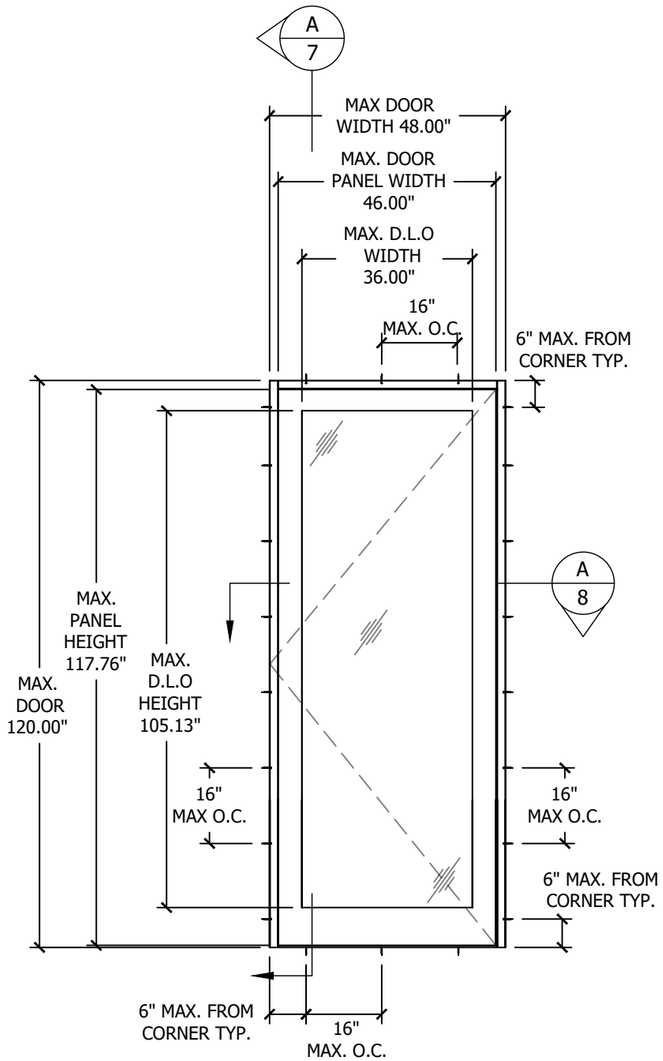


ELEVATION

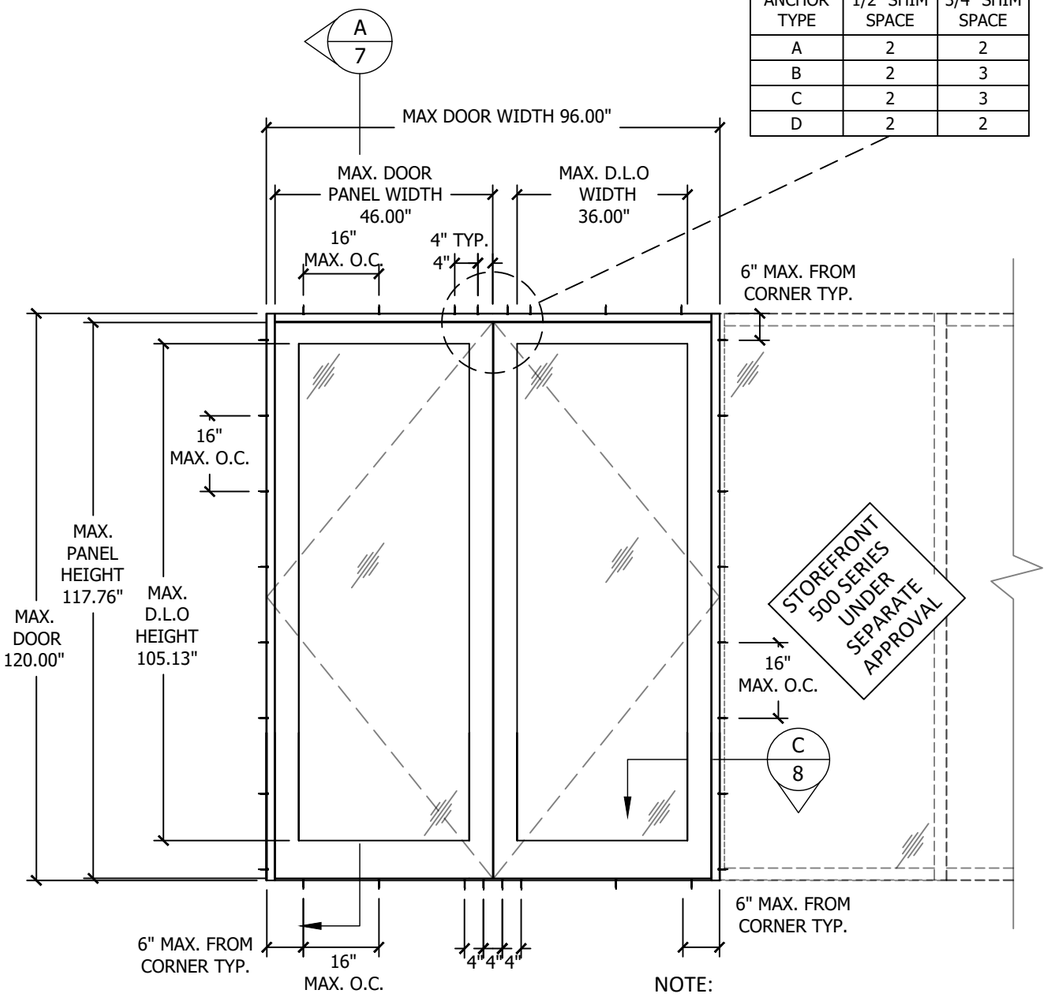


ELEVATION

| NO. OF ADDITIONAL ANCHORS AT ASTRAGAL ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

NOTE:
STOREFRONT 500 SERIES APPLICABLE FOR BOTH SINGLE & DOUBLE DOORS

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +120 PSF | G2, G4 |
| NEGATIVE | -120 PSF | |
| WITH ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

D.L.O. DAYLITE OPENING.
F.H. FRAME HEIGHT.
F.W. FRAME WIDTH.
D.O. DOOR OPENING
W/ WITH
W/O WITHOUT
O.C. ON CENTER

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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

ELEVATIONS (10')

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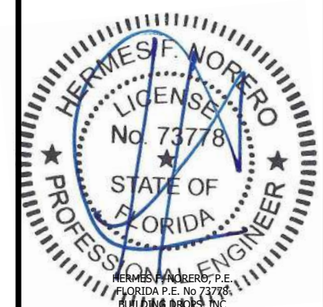


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FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

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| NO. OF ADDITIONAL ANCHORS AT TRANSOM ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

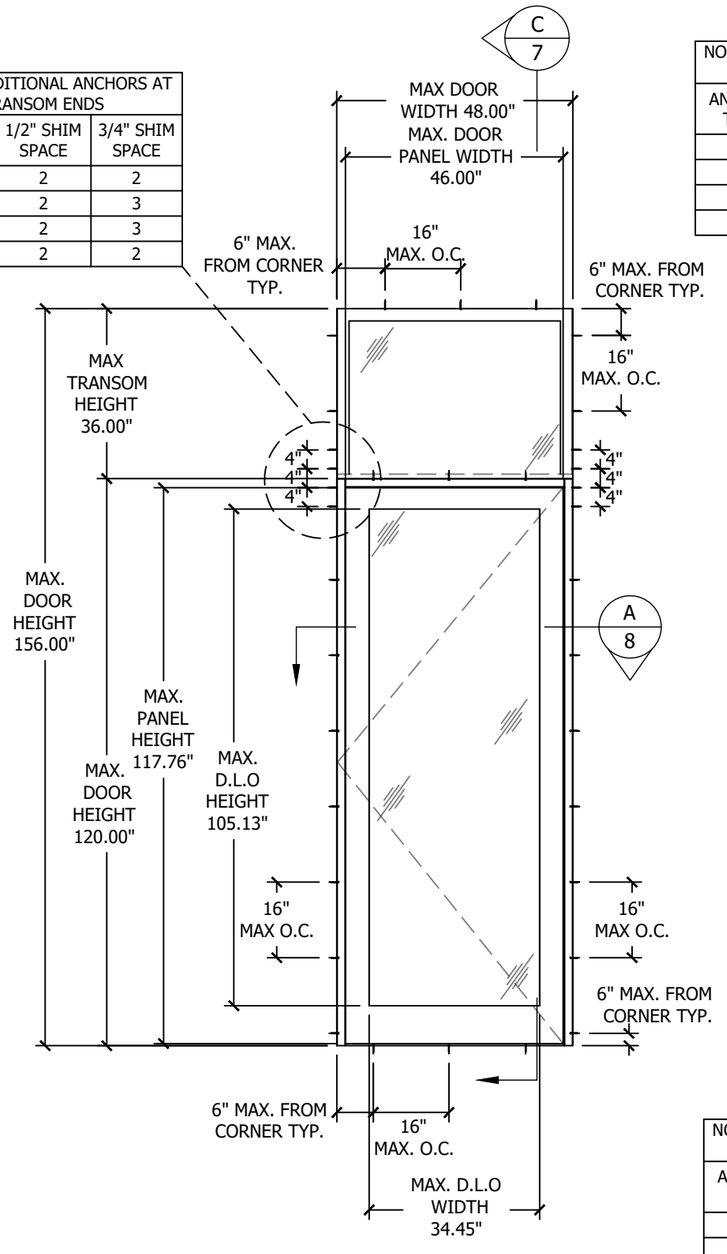


ELEVATION

| NO. OF ADDITIONAL ANCHORS AT ASTRAGAL ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

| NO. OF ADDITIONAL ANCHORS AT TRANSOM ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 4 |
| B | 2 | 4 |
| C | 2 | 4 |
| D | 2 | 4 |

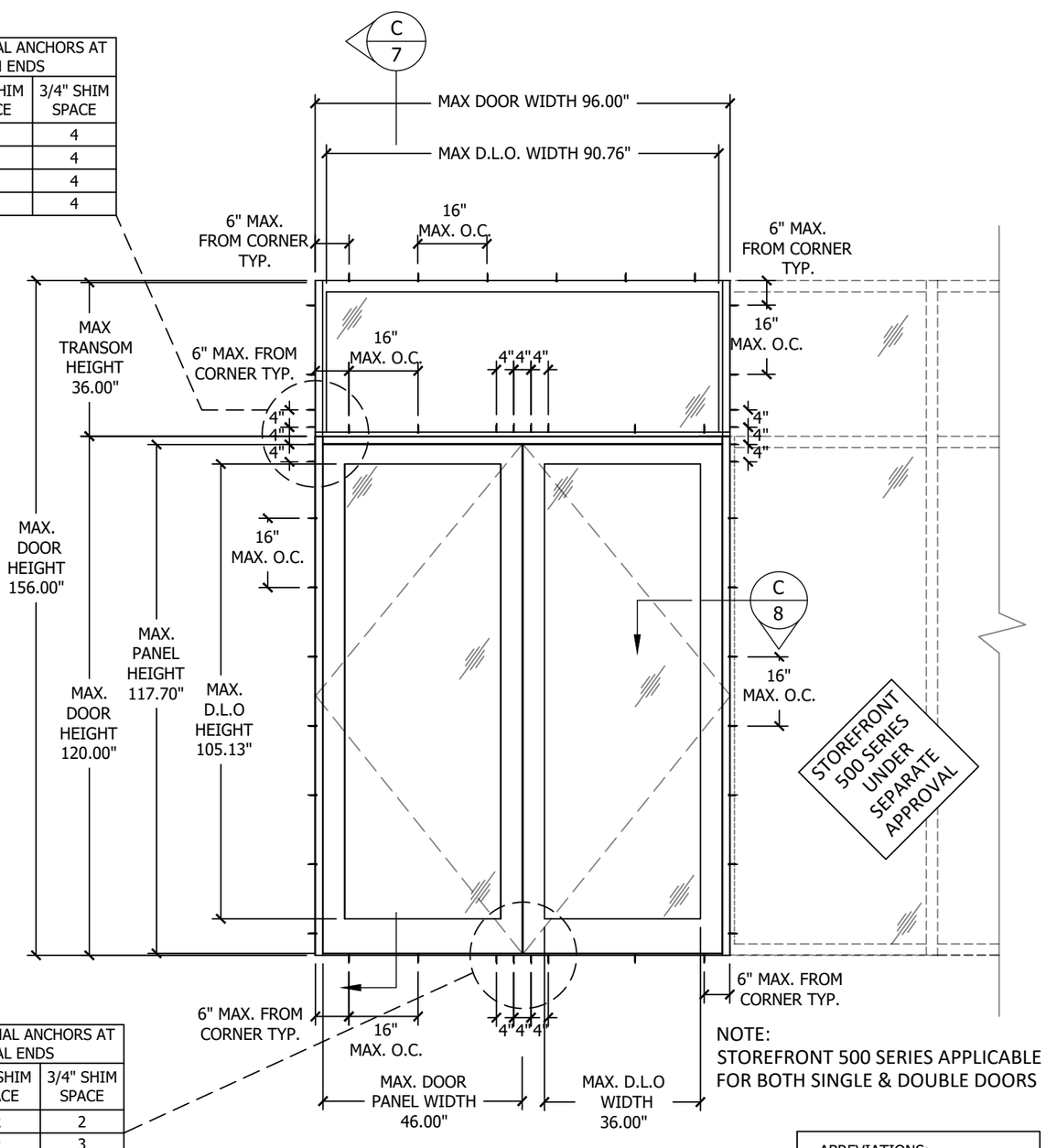


ELEVATION

NOTE:
STOREFRONT 500 SERIES APPLICABLE FOR BOTH SINGLE & DOUBLE DOORS

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +120 PSF | G2, G4 |
| NEGATIVE | -120 PSF | |
| WITH ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

| | |
|---|---|
| D.L.O. | DAYLITE OPENING. |
| F.H. | FRAME HEIGHT. |
| F.W. | FRAME WIDTH. |
| D.O. | DOOR OPENING |
| W/ | WITH |
| W/O | WITHOUT |
| O.C. | ON CENTER |


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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
ELEVATIONS (10' WITH TRANSOM)


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| REMARKS | BY | DATE |
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SCALE: NTS

DWG. #: ECI030

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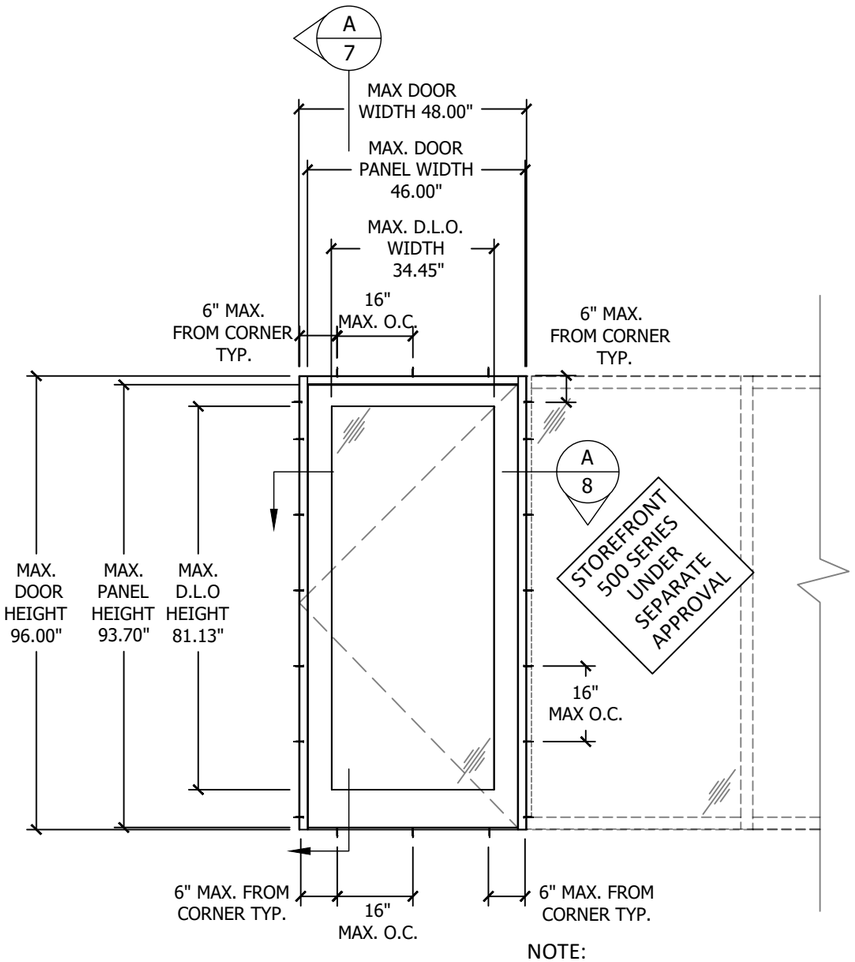


NOTE:
STOREFRONT 500 SERIES APPLICABLE
FOR BOTH SINGLE & DOUBLE DOORS

## ELEVATION

| NO. OF ADDITIONAL ANCHORS AT ASTRAGAL STILE ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

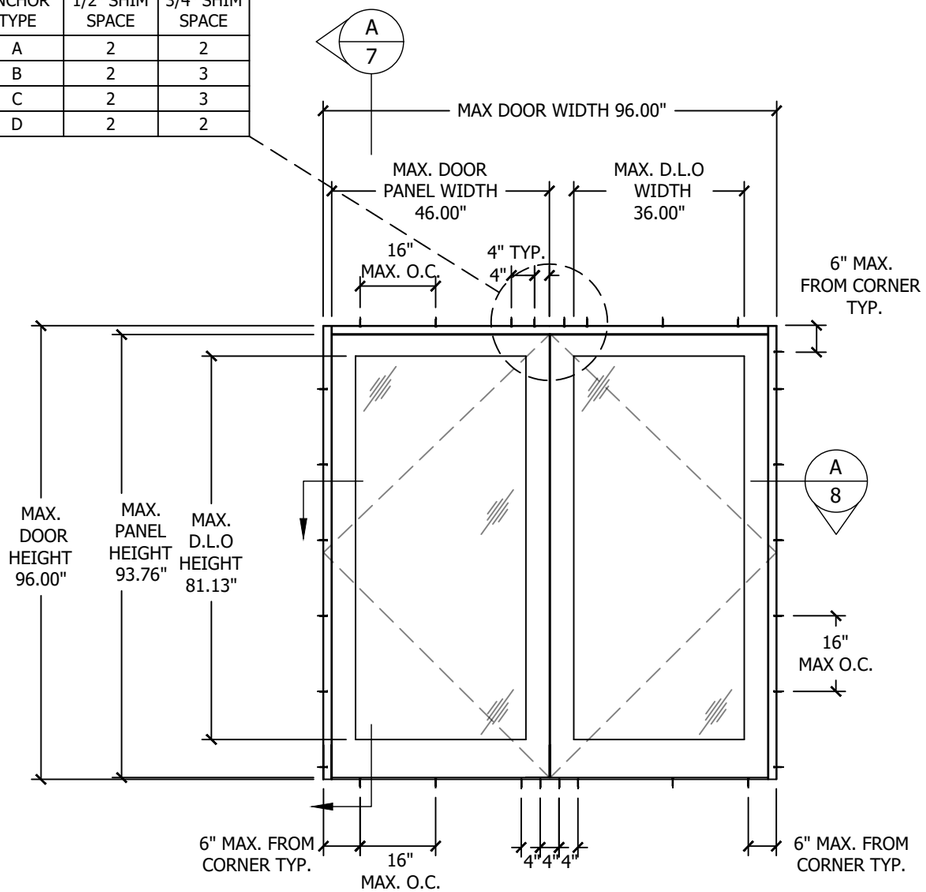


## ELEVATION

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +140 PSF | G1 , G2 , G3 , G4 |
| NEGATIVE | -140 PSF | |
| WITHOUT ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

| | |
|---|---|
| D.L.O. | DAYLITE OPENING. |
| F.H. | FRAME HEIGHT. |
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| D.O. | DOOR OPENING |
| W/ | WITH |
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ELEVATIONS (8')

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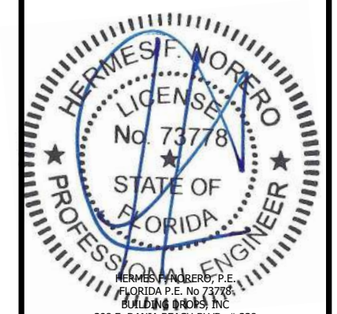


HERMES F. NORIEGA, P.E.
FLORIDA P.E. No 73778
BUILDING DROPS, INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 5

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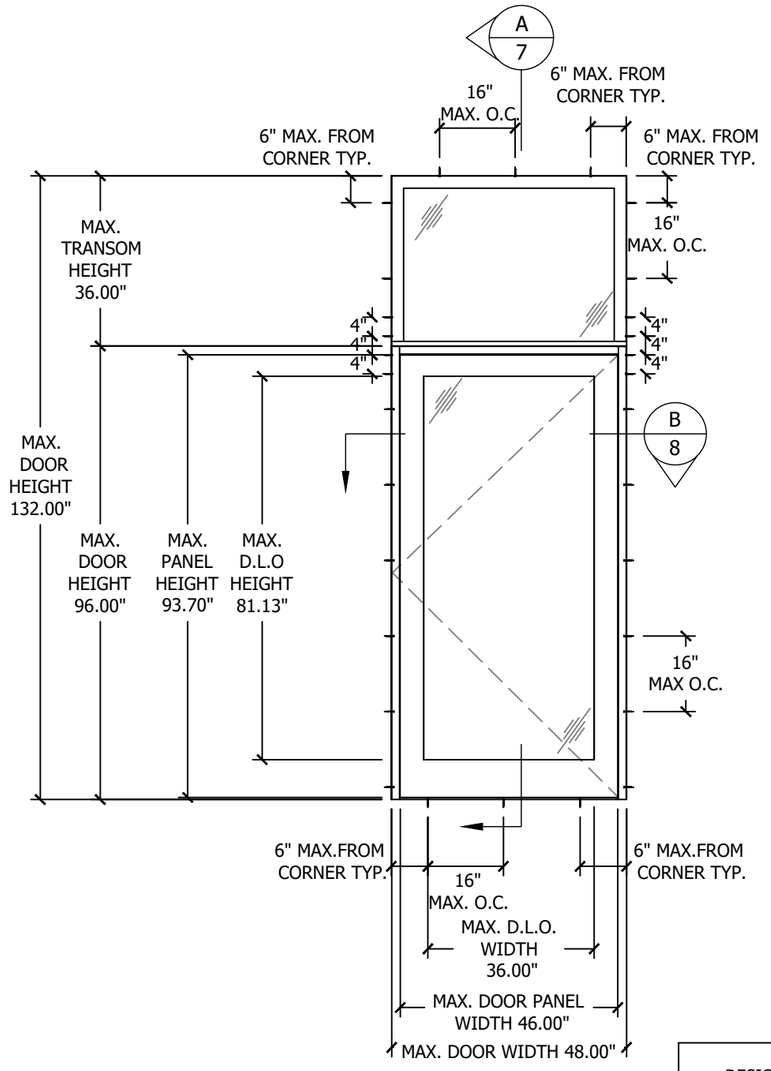


ELEVATION

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +140 PSF | G1 , G2 , G3 , G4 |
| NEGATIVE | -140 PSF | |
| WITHOUT ASTRAGAL REINFORCEMENT ITEM #16 | | |

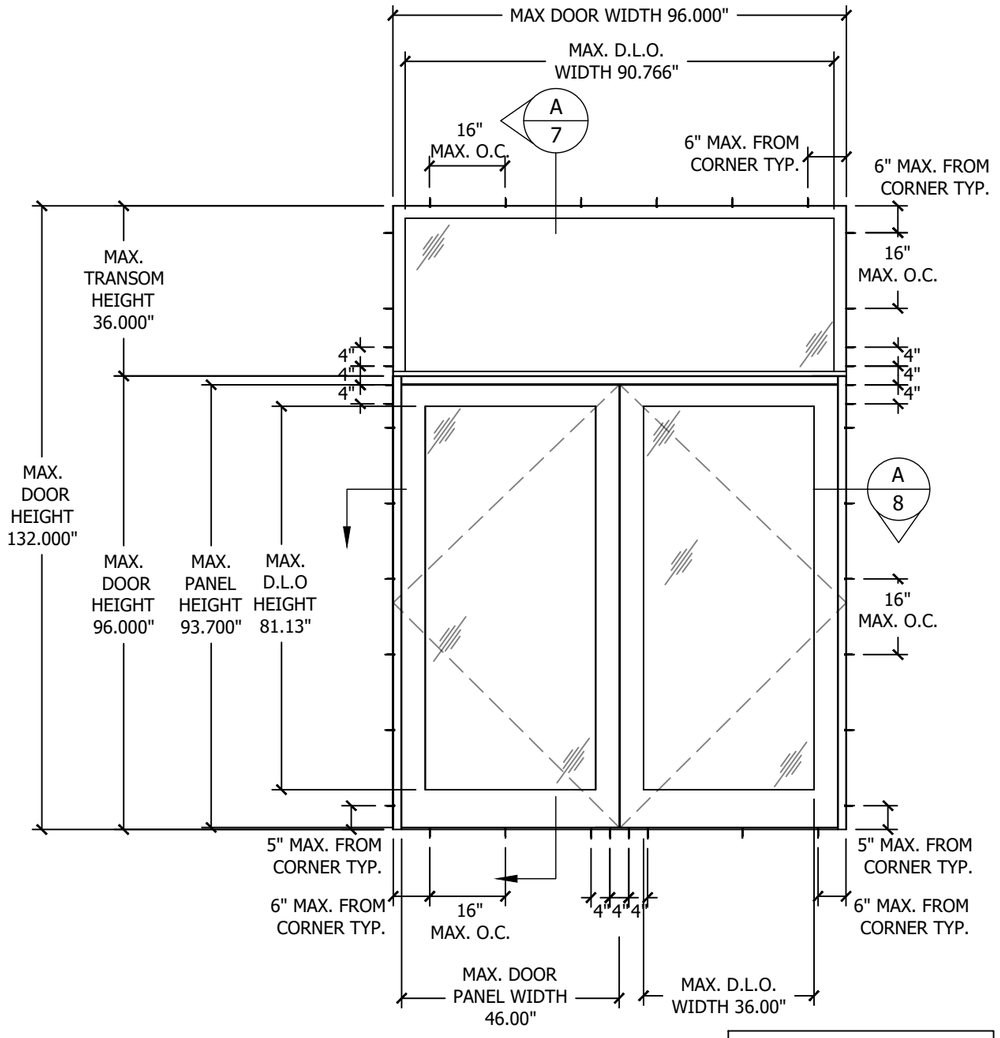


ELEVATION

ABREVIATIONS:

| | |
|---|---|
| D.L.O. | DAYLITE OPENING. |
| F.H. | FRAME HEIGHT. |
| F.W. | FRAME WIDTH. |
| D.O. | DOOR OPENING |
| W/ | WITH |
| W/O | WITHOUT |
| O.C. | ON CENTER |

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

ELEVATIONS (8' WITH TRANSOM)

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com

| REMARKS | BY | DATE |
|---|---|---|
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DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 6

O 3219

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* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL

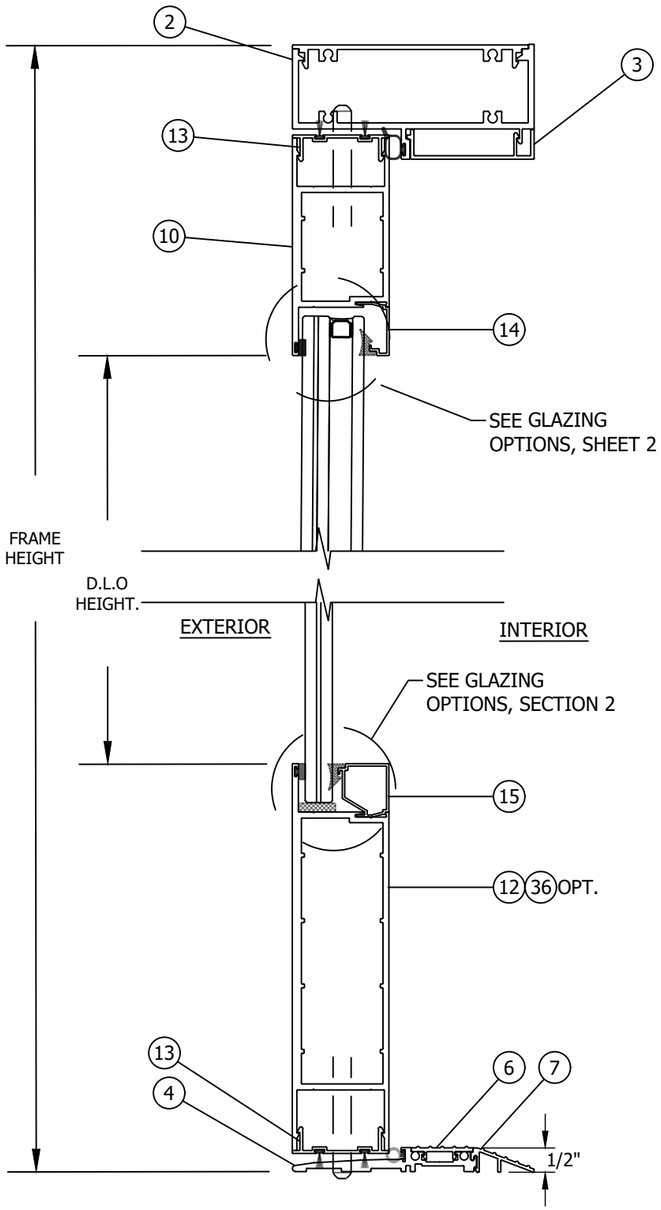


A/7 VERTICAL SECTION

HEAD -ADA SILL

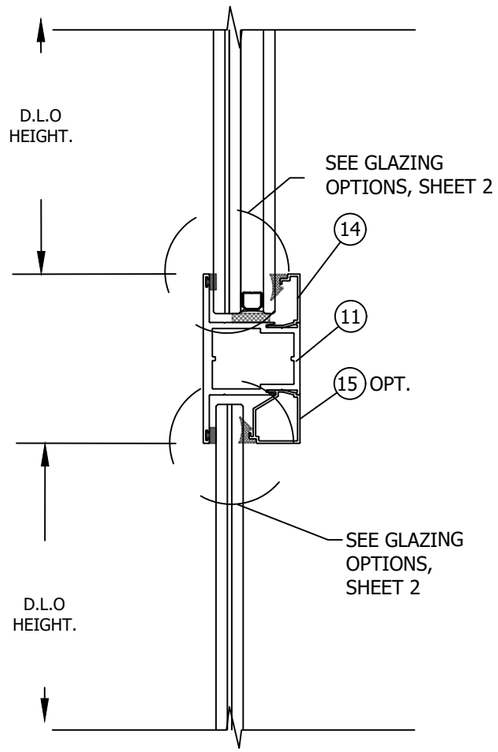


B/7 VERTICAL SECTION

MEETING RAIL
OPTIONAL

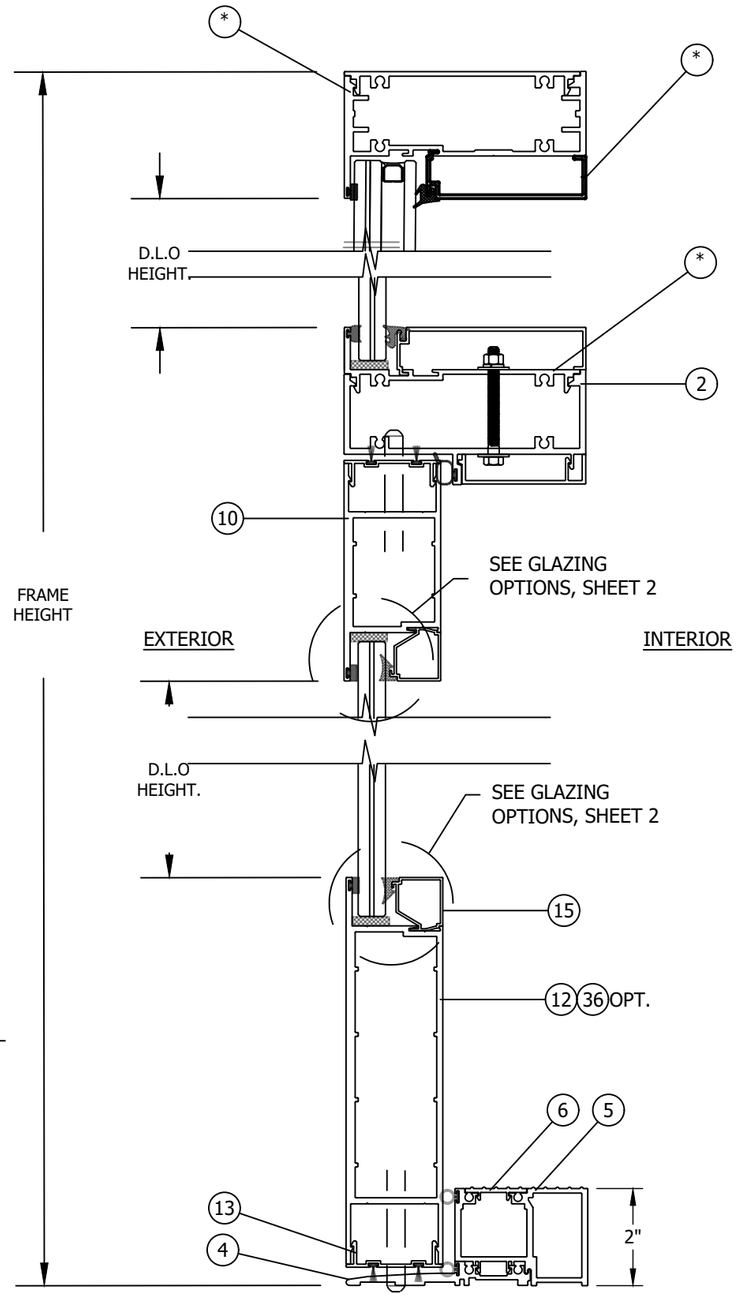


C/7 VERTICAL SECTION

HEAD W/TRANSOM- WATER SILL

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
VERTICAL SECTIONS

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com

| REMARKS | BY | DATE |
|---|---|---|
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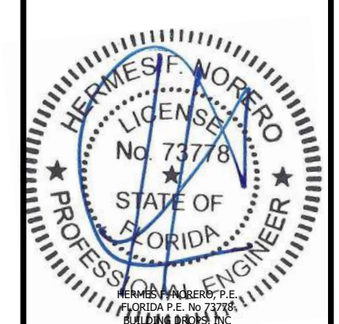


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FLORIDA P.E. No 73778
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398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 7

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* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL

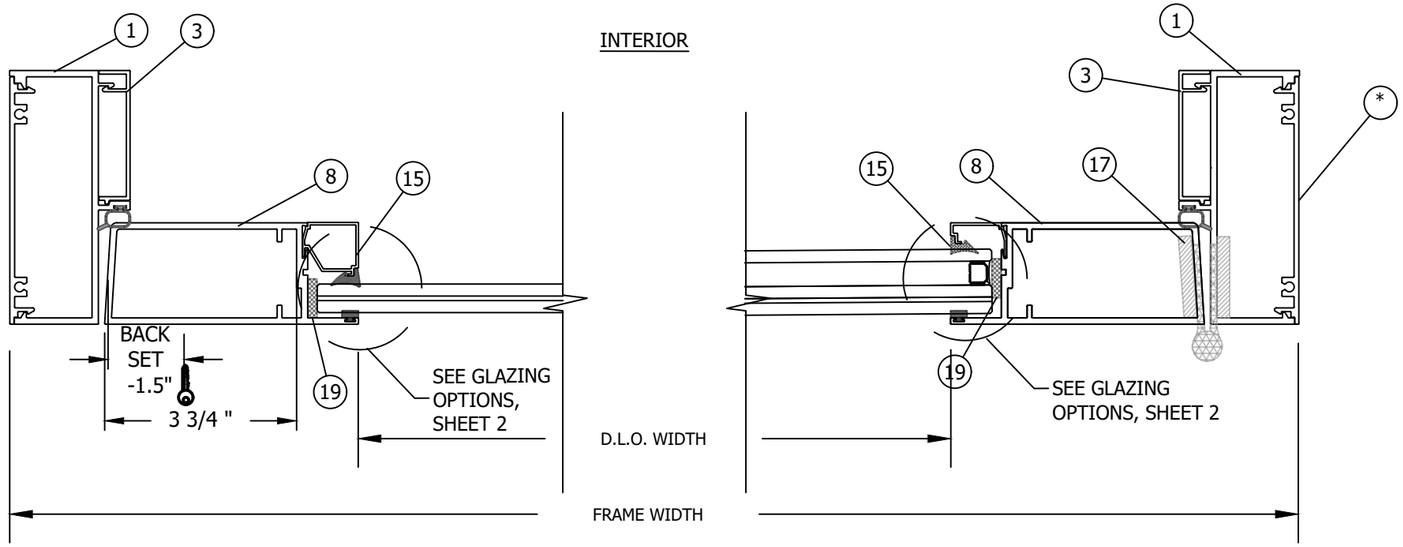


## A/8 HORIZONTAL SECTION

JAMBS

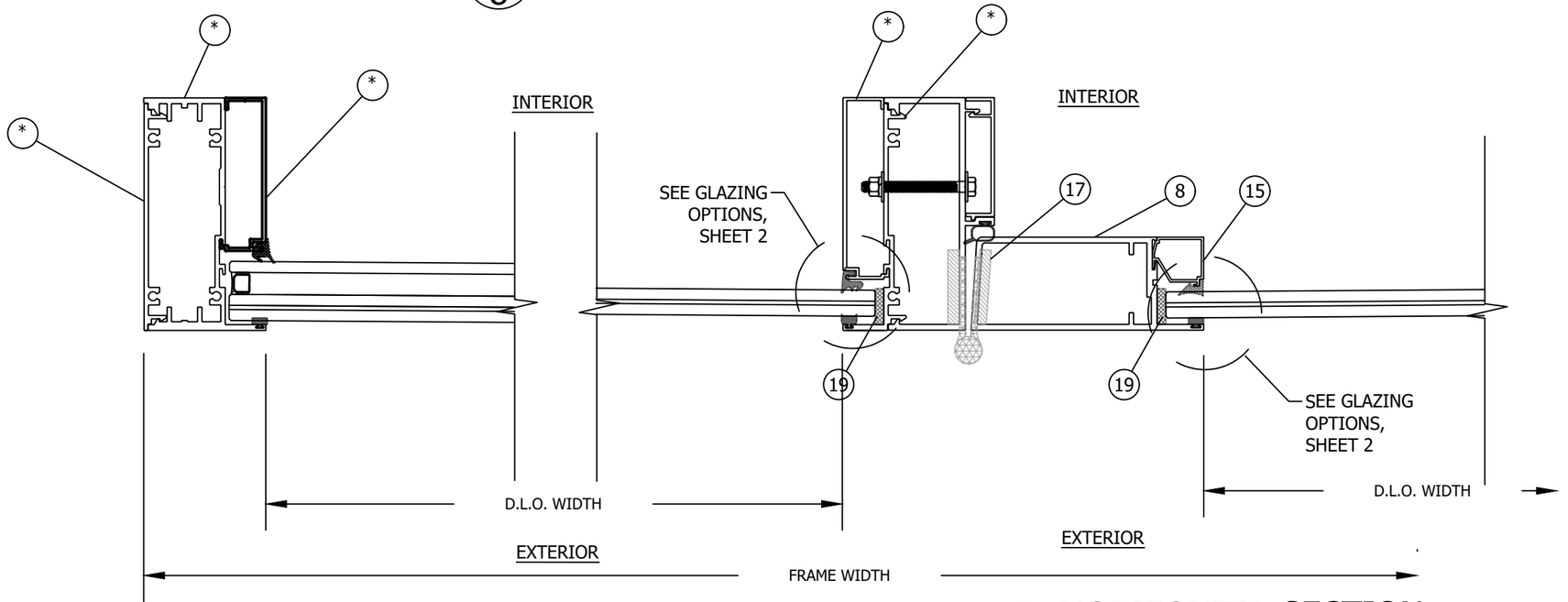


## B/8 HORIZONTAL SECTION

SIDELITE

## C/8 HORIZONTAL SECTION

DOOR JAMB W/SIDELITE


EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872


TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
HORIZONTAL SECTIONS


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
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HERMES F. NORIEGA LICENSE No. 73778 STATE OF FLORIDA PROFESSIONAL ENGINEER


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FLORIDA P.E. No 73778
BUILDING DROPS INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 8

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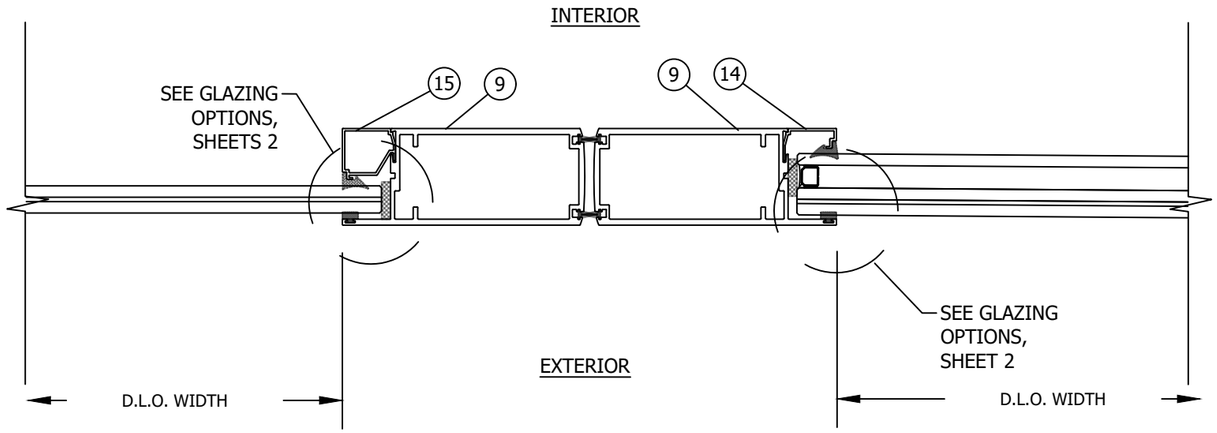


## A/9 HORIZONTAL SECTION

ASTRAGAL WITHOUT REINFORCEMENT DOOR HEIGHT < 96"

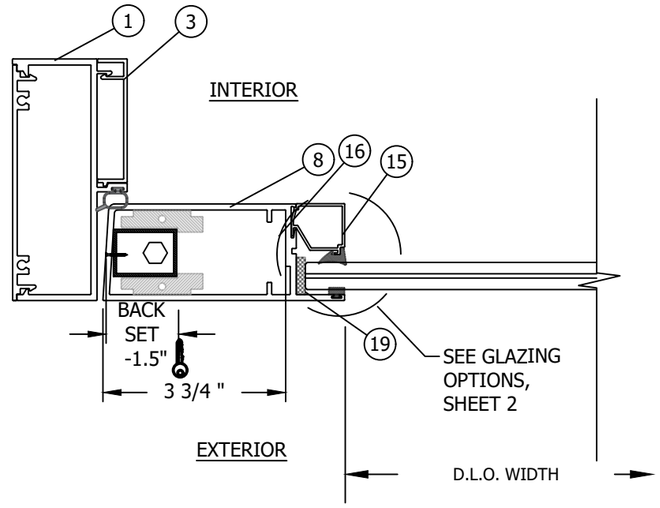


## C/9 HORIZONTAL SECTION

STILE REINFORCED ADAMS RITE 3 POINT LOCK

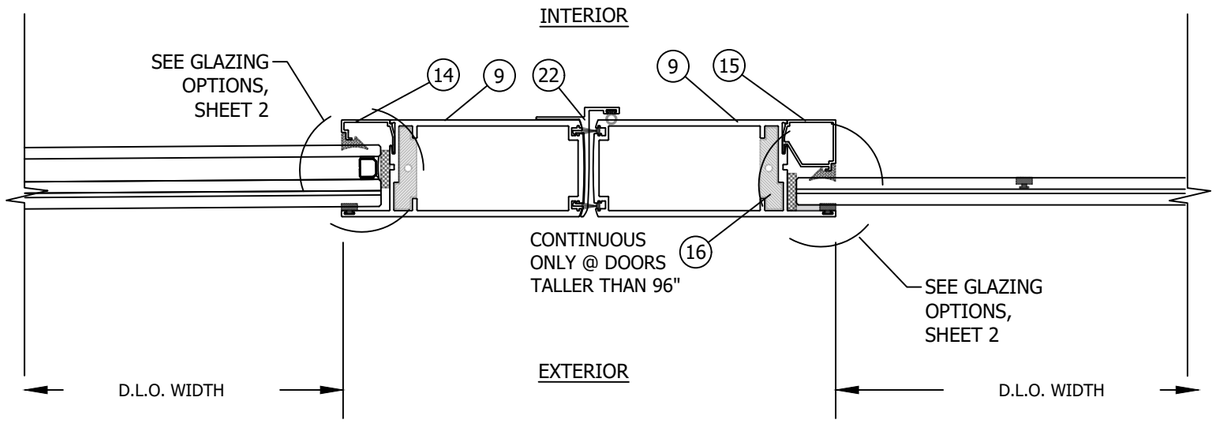


## B/9 HORIZONTAL SECTION

ASTRAGAL WITH REINFORCEMENT DOOR HEIGHT ≥ 96"

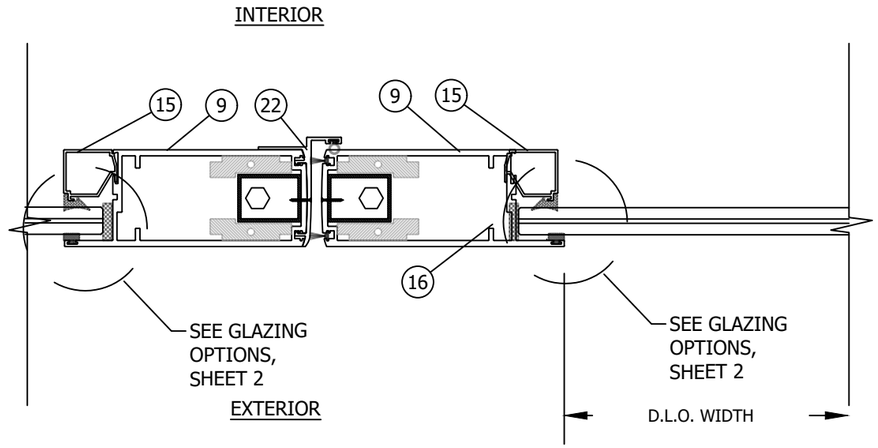


## D/9 HORIZONTAL SECTION

STILE REINFORCED ADAMS RITE 3 POINT LOCK

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
HORIZONTAL SECTIONS

PREPARED BY:
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DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
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| REMARKS | BY | DATE |
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398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

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SCALE: NTS

DWG. #: ECI030

SHEET: 9

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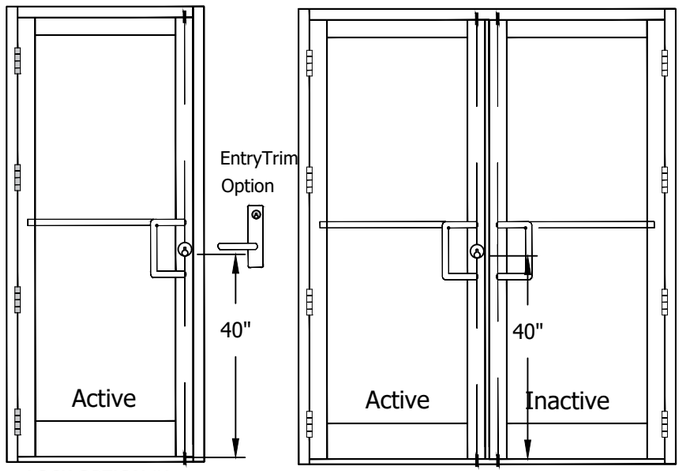


**LOCK OPTION #1**:

**ACTIVE LEAF**
3- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES DEAD BOLTS AND SHOOT BOLTS ENGAGING
AT HEAD AND SILL
KEY OPERATED ON EXTERIOR AND THUMB TURN ON INTERIOR

**INACTIVE LEAF**
2- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES SHOOT BOLTS ENGAGING AT HEAD AND SILL

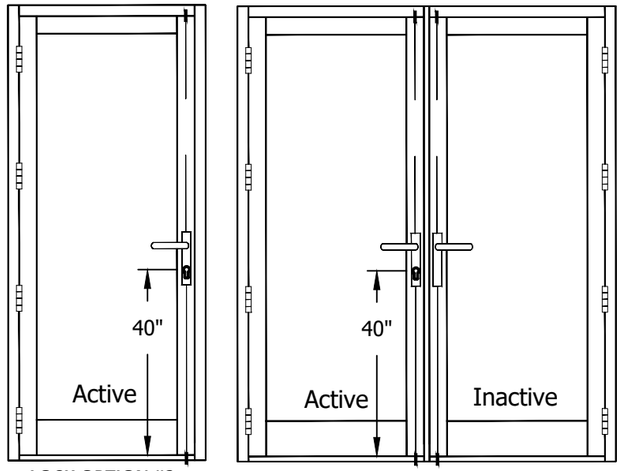


**LOCK OPTION #2**:

**ACTIVE LEA**F
3- POINT LOCK BY INTERLOCK (X3) AT 40" FROM BOTTOM
HANDLE ACTIVATES DEAD BOLTS AND SHOOT BOLTS ENGAGING
AT HEAD AND SILL
KEY OPERATED ON EXTERIOR AND THUMB TURN ON INTERIOR

**INACTIVE LEAF**
2- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES SHOOT BOLTS ENGAGING AT HEAD AND SILL

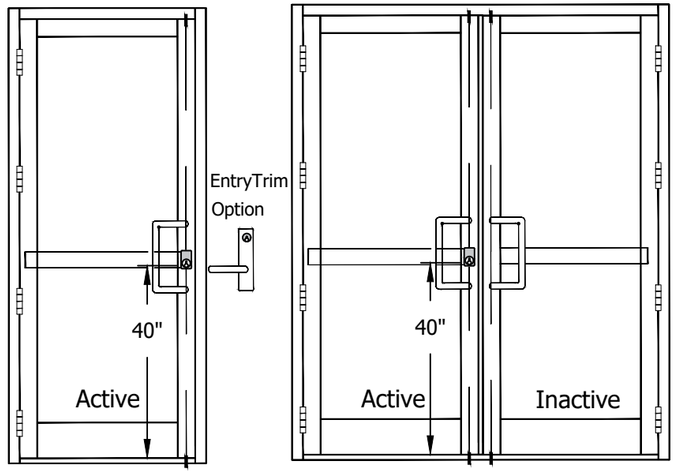


**LOCK OPTION #3**:

**ACTIVE AND INACTIVE LEAF**
CONCEALED VERTICAL ROD PANIC EXIT DEVICE BY VON DUPRIN
LOCATED AT 40" FROM SILL AT EACH LEAF

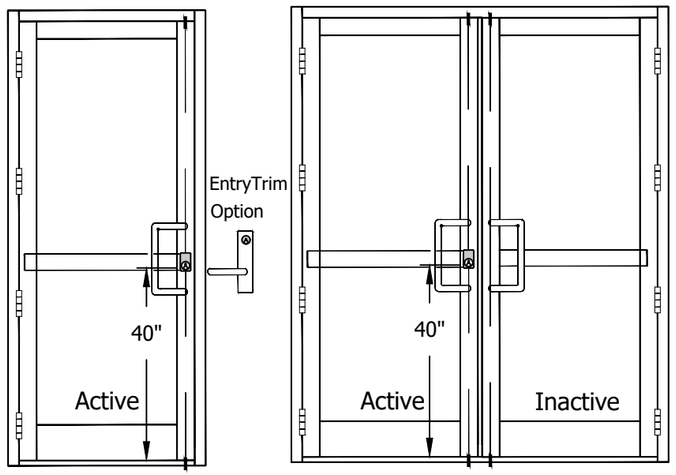


**LOCK OPTION #4**:

**ACTIVE AND INACTIVE LEAF**
CONCEALED VERTICAL ROD PANIC EXIT DEVICE BY ADAMS RIGHT
G-86 LOCATED AT 40" FROM SILL AT EACH LEAF

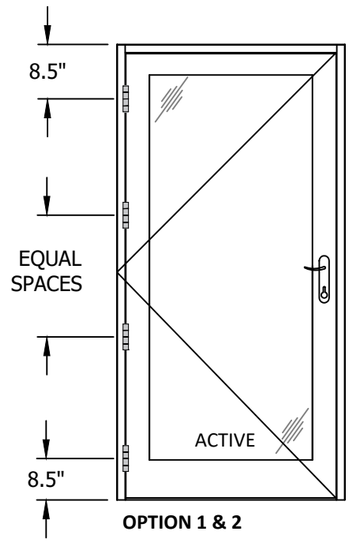


**OPTION 1 & 2**

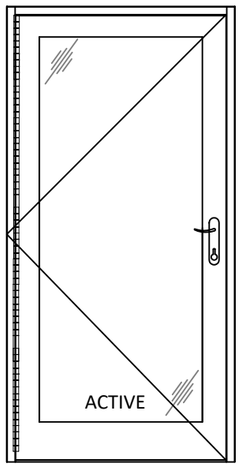


**OPTION 3**

## HINGE OPTIONS

**HINGE OPTION #1**:
BUTT HINGE BY HANGER/ IDH/ McKINNEY (3) PER LEAF UP TO 96"
F.H. @ 8 1/2" FROM HEAD AND SILL AND (2) EQUAL SPACES.

**HINGE OPTION #2**:
BUTT HINGE BY HANGER/ IDH/ McKINNEY (4) PER LEAF FROM 96"
TO 120" F.H.
@ 8 1/2" FROM HEAD AND SILL AND (3) EQUAL SPACES.

**HINGE OPTION #3**:
CONTINUOUS HINGE HALF MORTISE BY PEMCO

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
HARDWARE OPTIONS

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
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| REMARKS | BY | DATE |
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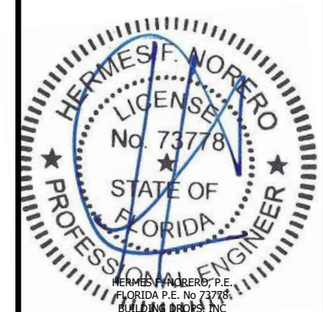


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FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

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DWG. #: ECI030

SHEET: 10

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| MULLION LOAD CAPACITY | | | |
|---|---|---|---|
| WIDTH (IN) | HEIGHT (IN) | "DESIGN PRESSURE (+/- PSF)" | |
| | | REINFORCED | NON-REINFORCED |
| 24.0 | 84.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 100.0 |
| 54.0 | | 140.0 | 95.2 |
| 60.0 | | 137.1 | 85.7 |
| 66.0 | | 124.7 | 77.9 |
| 72.0 | | 114.3 | - |
| 78.0 | | 105.5 | - |
| 84.0 | | 98.0 | - |
| 90.0 | | 91.4 | - |
| 96.0 | | 85.7 | - |
| 102.0 | | 80.7 | - |
| 24.0 | 90.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 100.0 |
| 54.0 | | 140.0 | 88.9 |
| 60.0 | | 128.0 | 80.0 |
| 66.0 | | 116.4 | - |
| 72.0 | | 106.7 | - |
| 78.0 | | 98.5 | - |
| 84.0 | | 91.4 | - |
| 90.0 | | 85.3 | - |
| 96.0 | | 80.0 | - |
| 24.0 | 96.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 93.8 |
| 54.0 | | 133.3 | 83.3 |
| 60.0 | | 120.0 | 75.0 |
| 66.0 | | 109.1 | - |
| 72.0 | | 100.0 | - |
| 78.0 | | 92.3 | - |
| 84.0 | | 85.7 | - |
| 90.0 | | 80.0 | - |
| 24.0 | 102.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 100.0 |
| 48.0 | | 120.0 | 88.2 |
| 54.0 | | 120.0 | 78.4 |
| 60.0 | | 112.9 | - |
| 66.0 | | 102.7 | - |
| 72.0 | | 94.1 | - |
| 78.0 | | 86.9 | - |
| 84.0 | | 80.7 | - |
| 24.0 | 108.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 95.2 |
| 48.0 | | 120.0 | 83.3 |
| 54.0 | | 118.5 | - |
| 60.0 | | 106.7 | - |
| 66.0 | | 97.0 | - |
| 72.0 | | 88.9 | - |
| 78.0 | | 82.1 | - |

| MULLION LOAD CAPACITY | | | |
|---|---|---|---|
| WIDTH (IN) | HEIGHT (IN) | "DESIGN PRESSURE (+/- PSF)" | |
| | | REINFORCED | NON-REINFORCED |
| 24.0 | 114.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 90.2 |
| 48.0 | | 120.0 | 78.9 |
| 54.0 | | 112.3 | - |
| 60.0 | | 101.1 | - |
| 66.0 | | 91.9 | - |
| 72.0 | | 84.2 | - |
| 24.0 | 120.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 95.6 |
| 42.0 | | 120.0 | 81.9 |
| 48.0 | | 120.0 | 71.7 |
| 54.0 | | 106.7 | - |
| 60.0 | | 96.0 | - |
| 66.0 | | 87.3 | - |
| 72.0 | | 80.0 | - |
| 24.0 | 126.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 99.1 |
| 36.0 | | 120.0 | 82.6 |
| 42.0 | | 118.5 | 70.8 |
| 48.0 | | 103.7 | - |
| 54.0 | | 92.1 | - |
| 60.0 | | 82.9 | - |
| 66.0 | | 75.4 | - |
| 24.0 | 132.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 86.2 |
| 36.0 | | 120.0 | 71.8 |
| 42.0 | | 103.0 | 61.5 |
| 48.0 | | 90.2 | - |
| 54.0 | | 80.1 | - |
| 60.0 | | 72.1 | - |
| 24.0 | 138.0 | 120.0 | 94.3 |
| 30.0 | | 120.0 | 75.4 |
| 36.0 | | 105.2 | 62.8 |
| 42.0 | | 90.2 | - |
| 48.0 | | 78.9 | - |
| 54.0 | | 70.1 | - |
| 60.0 | | 63.1 | - |
| 24.0 | 144.0 | 120.0 | 83.0 |
| 30.0 | | 111.1 | 66.4 |
| 36.0 | | 92.6 | 55.3 |
| 42.0 | | 79.4 | - |
| 48.0 | | 69.4 | - |
| 54.0 | | 61.7 | - |
| 60.0 | | 55.6 | - |

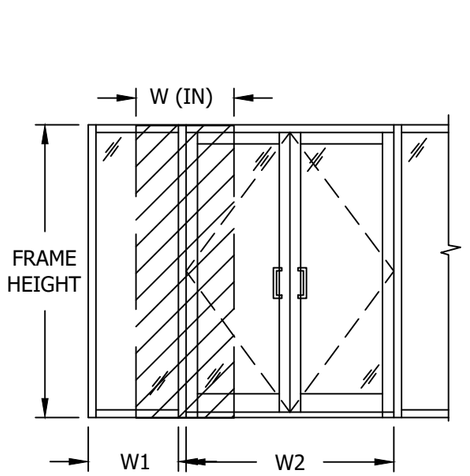


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{4}$

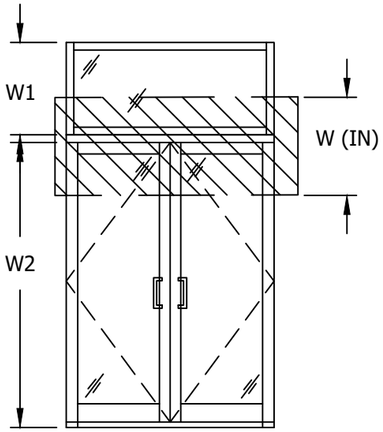


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{2}$

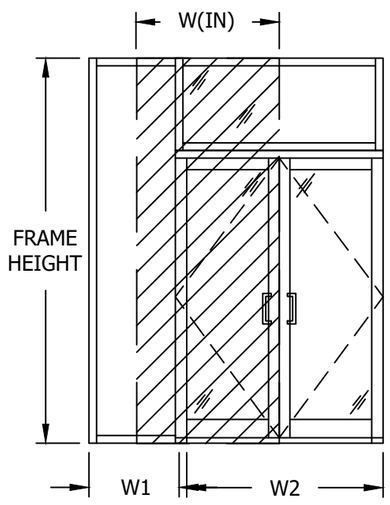


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{2}$

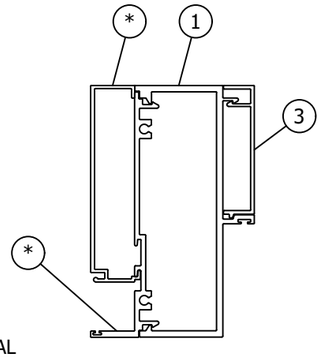


MULLION 1
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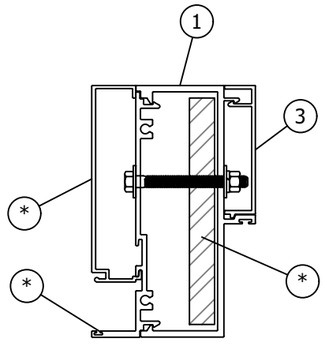


MULLION 2
(REINFORCED)

* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL


EUROCRAFT
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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
MULLION LOAD JAMB CAPACITY


PREPARED BY:
BUILDING DROPS, INC.
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FAX: (954)744.4738
WEB: www.buildingdrops.com


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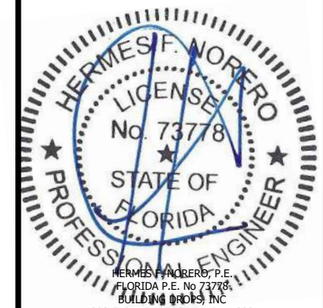



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FLORIDA P.E. No 73778
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 11

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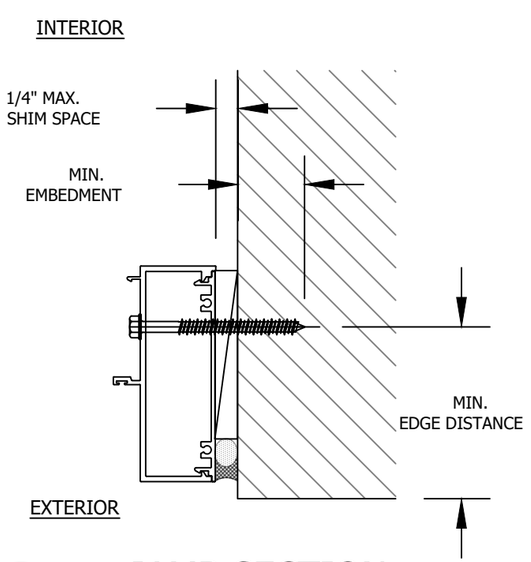


A 12 JAMB SECTION
THROUGH FRAME

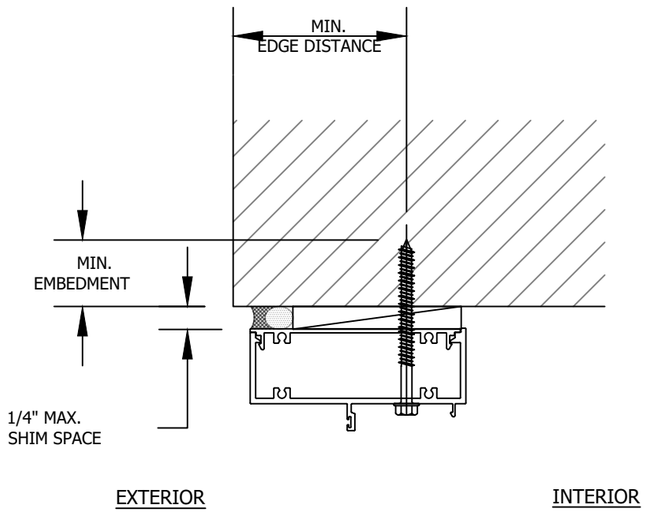


B 12 HEAD SECTION
THROUGH FRAME

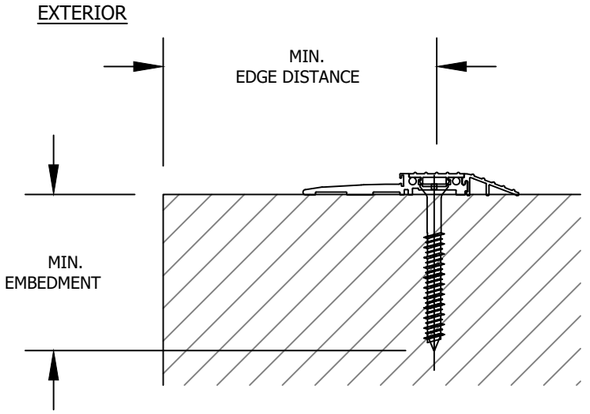


C 12 THRESHOLD SECTION
THROUGH FRAME

INSTALLATION NOTES:

1. ONE (1) INSTALLATION ANCHOR IS REQUIRED AT EACH ANCHOR LOCATION.
2. THE NUMBER OF INSTALLATION ANCHORS DEPICTED IS THE MINIMUM NUMBER OF ANCHORS TO BE USED FOR PRODUCT INSTALLATION OF THE MAXIMUM SIZE LISTED.
3. INSTALL INDIVIDUAL INSTALLATION ANCHORS WITHIN A TOLERANCE OF ±1/4 INCH THE DEPICTED LOCATION & SPACING IN THE ANCHOR LAYOUT DETAILS (I.E., WITHOUT CONSIDERATION OF TOLERANCES). TOLERANCES ARE NOT CUMULATIVE FROM ONE INSTALLATION ANCHOR TO THE NEXT.
4. SHIM AS REQUIRED AT EACH INSTALLATION ANCHOR WITH LOAD BEARING SHIM(S). MAXIMUM ALLOWABLE SHIM STACK TO BE 1/4 INCH. SHIM WHERE SPACE OF 1/16 INCH OR GREATER OCCURS. SHIM(S) SHALL BE CONSTRUCTED OF HIGH DENSITY PLASTIC OR BETTER.
5. FOR MASONRY OR CONCRETE OPENINGS, A 1X WOOD BUCK MAY BE USED (OPTIONAL) AS LONG AS THE MINIMUM EMBEDMENT AND EDGE DISTANCE REQUIREMENTS ARE STILL MET WITHIN THE CORRESPONDING HOST SUBSTRATE. SEE GENERAL NOTE #3 ON SHEET 1 FOR MORE INFORMATION.
6. MINIMUM EMBEDMENT AND EDGE DISTANCE EXCLUDE WALL FINISHES, INCLUDING BUT NOT LIMITED TO STUCCO, FOAM, BRICK VENEER, AND SIDING.
7. INSTALLATION ANCHORS AND ASSOCIATED HARDWARE MUST BE MADE OF CORROSION RESISTANT MATERIAL OR HAVE A CORROSION RESISTANT COATING.
8. FOR HOLLOW BLOCK AND GROUT FILLED BLOCK, DO NOT INSTALL INSTALLATION ANCHORS INTO MORTAR JOINTS. EDGE DISTANCE IS MEASURED FROM FREE EDGE OF BLOCK OR EDGE OF MORTAR JOINT INTO FACE SHELL OF BLOCK.
9. INSTALLATION ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ANCHOR MANUFACTURER'S INSTALLATION INSTRUCTIONS, AND ANCHORS SHALL NOT BE USED IN SUBSTRATES WITH STRENGTHS LESS THAN THE MINIMUM STRENGTH SPECIFIED BY THE ANCHOR MANUFACTURER.

| ANCHOR SCHEDULE | | | | | |
|---|---|---|---|---|---|
| METHOD | ANCHOR TYPE | SUBSTRATE | ANCHOR SCHEDULE | MIN. EMBEDMENT | MIN. EDGE DISTANCE |
| THROUGH FRAME | A | 2XWOOD: MIN. SG= 0.55 | 5/16" ULTRACON | 1.5" | 1.5" |
| | B | METAL: 18 GAUGE STEEL, MIN. FY= 33KSI | 5/16" SMS OR SELF DRILLING SCREW | 1.75" | 2.5" |
| | C | METAL: ALUMINUM MIN. 1/8" THICKNESS (6063-T5 MIN.) | | | |
| | D | CONCRETE: MIN. F'C= 3000 PSI OR MASONRY: CMU PER ASTM C90 MIN. 2000 PSI | 5/16" ULTRACON | 1.75" | 2.5" |

EUROCRAFT
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MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
INSTALLATION NOTES & ANCHOR DETAILS

PREPARED BY:
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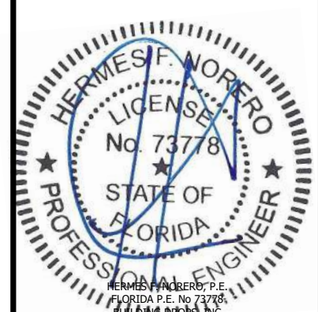


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FLORIDA P.E. No 73778
BUILDING DROPS, INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771
DATE: 06.14.21
DWG. BY: ER
CHK. BY: HFN
SCALE: NTS
DWG. #: ECI030
SHEET: 12
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## BILL OF MATERIALS

| ITEM # | PART NO. | DESCRIPTION | MATERIAL | MANUFACTURER |
|---|---|---|---|---|
| 1 | 600-01 | JAMBS | 6063-T6 | EUROCRAFT |
| 2 | 600-02 | HEAD | 6063-T6 | EUROCRAFT |
| 3 | 600-03 | FRAME COVER | 6063-T6 | EUROCRAFT |
| 4 | 600-04 | TRHESHOLD | 6063-T6 | EUROCRAFT |
| 5 | 600-05 | THRESHOLD ADAPTER | 6063-T6 | EUROCRAFT |
| 6 | 600-06 | THRESHOLD COVER | 6063-T6 | EUROCRAFT |
| 7 | 600-07 | RAMP | 6063-T6 | EUROCRAFT |
| 8 | 600-09 | DOOR STILE | 6063-T6 | EUROCRAFT |
| 9 | 600-10 | DOOR STILE | 6063-T6 | EUROCRAFT |
| 10 | 600-11 | TOP RAIL | 6063-T6 | EUROCRAFT |
| 11 | 600-12 | MEETING RAIL | 6063-T6 | EUROCRAFT |
| 12 | 600-13 | BOTTOM RAIL 8" | 6063-T6 | EUROCRAFT |
| 13 | 600-15 | RAIL COVER | 6063-T6 | EUROCRAFT |
| 14 | 600-16 | IG- GLAZING BEAD | 6063-T6 | EUROCRAFT |
| 15 | 600-17 | LAMINATED- GLAZING BEAD | 6063-T6 | EUROCRAFT |
| 16 | 600-18 | ASTRAGAL REINFORCEMENT | 6063-T6 | EUROCRAFT |
| 17 | 600-19 | HINGE REINFORCEMENT | 6063-T5 | EUROCRAFT |
| 18 | 600-08 | SHEAR BLOCK | 6063-T5 | EUROCRAFT |
| 19 | | SETTING BLOCK | TPV | EXTRUSIONES, MPI |
| 20 | | GASKET | EPDM, TPV | |
| 21 | | GASKET | EPDM, TPV | EXTRUSIONES, MPI |
| 22 | 600-14 | ASTRAGAL ADAPTER | 6063-T6 | EUROCRAFT |
| 23 | | BUTL HINGES | | BY IDH |
| 24 | | BUTL HINGES | | BY MCKINNEY |
| 25 | | CONTINUOUS HINGES | | BY PEMKO |
| 26 | | CONTINUOUS HINGES | | BY ABH |
| 27 | | ASSEMBLING SCREW #12 x 1.5 STAINLESS STEEL | STAINLESS STEEL | |
| 28 | | ASSEMBLING SCREW #12 X 0.75 | STAINLESS STEEL | |
| 29 | | ASSEMBLING SCREW THRESHOLD #10 x 1.5 | STAINLESS STEEL | |
| 30 | | THREE POINT LOCK | | ADAMS RITE |
| 31 | | THREE POINT LOCK BY INTERLOCK | | INTERLOCK |
| 32 | | CONCEAL VERTICAL ROD PANIC DEVICE G-86 | | ADAM RITE |
| 33 | | PILE WEATHERSEALS ULTRAFAB | | ULTRA FAB |
| 34 | | 1/4" x 2" BOLT AND NUT | | |
| 35 | | CONCEAL VERTICAL ROD PANIC DEVICE SERIES 98 / 99 | | VON DUPRIN |
| 36 | 600-20 | BOTTOM RAIL 10" | | EUROCRAFT |

EUROCRAFT
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HERMES F. NORIEGA LICENSE No. 73778 STATE OF FLORIDA PROFESSIONAL ENGINEER

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FLORIDA P.E. No 73778
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398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

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DWG. BY: ER
CHK. BY: HFN
SCALE: NTS
DWG. #: ECI030
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1 600-01 - JAMB

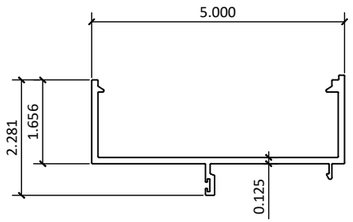


2 600-02 - HEAD

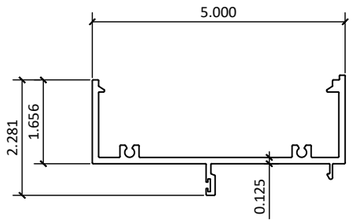


3 600-03 - FRAME COVER

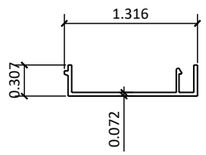


4 600-04 - THRESHOLD

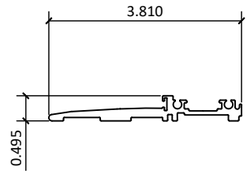


5 600-05 - THRESHOLD ADAPTER

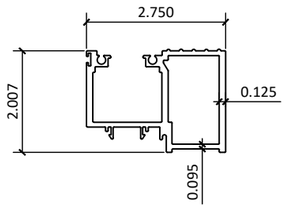


6 600-06 - THRESHOLD COVER

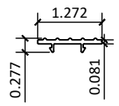


7 600-07 - RAMP

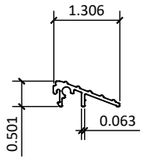


8 600-09 - DOOR STILE

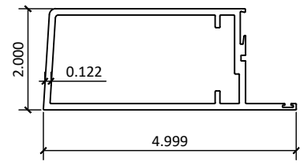


9 600-10 - DOOR STILE

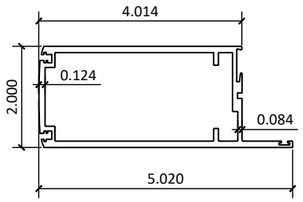


10 600-11 - TOP RAIL

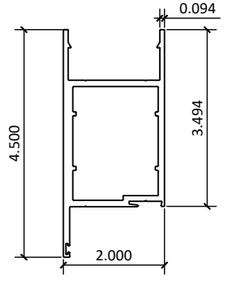


11 600-12 - MEETING RAIL - OPTIONAL

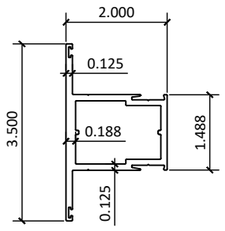


12 600-13 - BOTTOM RAIL 8"

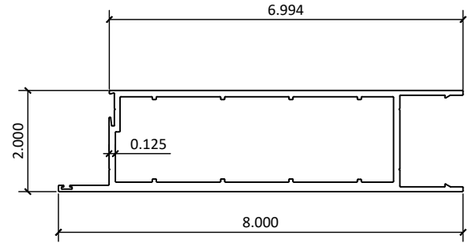


13 600-15 - RAIL COVER

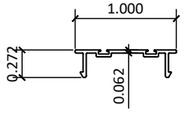


14 600-16 - IG GLAZING BEAD

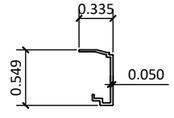


15 600-17 - LAM. GLAZING BEAD

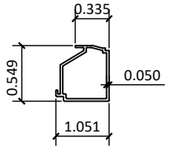


16 600-18 - ASTRAGAL REINFORCEMENT

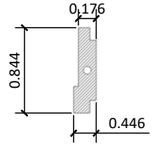


17 600-19 - HINGE REINFORCEMENT

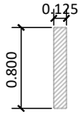


18 600-08 - SHEAR BLOCK

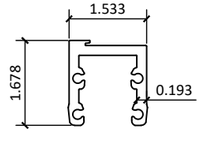


19 600-14 - ASTRAGAL ADAPTER

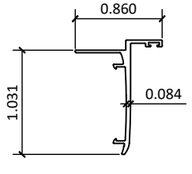


36 600-20 - BOTTOM RAIL 10" OPTIONAL

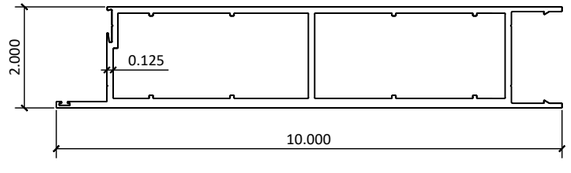


EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
COMPONENTS

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com

| REMARKS | BY | DATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

THE INSTALLATION DETAILS DESCRIBED HEREIN ARE GENERIC AND MAY NOT REFLECT ACTUAL CONDITIONS FOR A SPECIFIC SITE. IF SITE CONDITIONS CAUSE INSTALLATION TO DEVIATE FROM THE REQUIREMENTS DETAILED HEREIN, A LICENSED ENGINEER OR ARCHITECT SHALL PREPARE SITE SPECIFIC DOCUMENTS FOR USE WITH THIS DOCUMENT.




HERMES F. NORIEGA, P.E.
FLORIDA P.E. No 73778
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 14

O 3227

s:\projects\eurocraft industries inc\fbc-20-0527.1 - fbc submittal commercial outswing aluminum door\dwgs\eci030 -fl38771- commercial swing door series 600 -2021-06-16.dwg
6/30/2021 12:35 PM

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: Nicole Perez

Name: Nicole Perez

Title: Owner

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 1/7/25 (*date*) by Nicole Perez who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

B. Figueredo
NOTARY PUBLIC

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** SFL Property Maintenance Corp **Date:** 1/6/2025

**Base Bid Total:** $246,126.77

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☑ or No ☐

If Yes, please list the equivalent product(s) below:

-Eurocraft EC-600 Commercial Door with 1 3/16" insulated glass Low E, Solarban xl70
-Eurocraft EC-300 Horizontal Slider with 1 1/16" insulated glass, Low E, Solarban xl70
-Overhead Door RHX Heavy Duty Commercial Operator
-Overhead Door 610 Rolling Steel Service Door

Signature: _____ Printed Name: Nicole Perez

# ***REVISED*** BID/PROPOSAL FORM

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* SFL Property Maintenance Corp

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $246,126.77 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| | **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | $ 360,979.30 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by SFL Property Maintenance Corp (entity submitting sworn statement), whose business address is 8030 Sw 34 St Miami, FL 33155 and its Federal Employer Identification Number (FEIN) is 45-5621968. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Nicole Perez (please print name of individual signing), and my relationship to the entity named above is Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

*Fill in Form*

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Nicole Perez
(Signature)

1/7/2025
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7th Day of January, 2025 by Nicole Perez, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

NOTARY PUBLIC STATE OF FLORIDA
Expires 02/26/2027
Belkis Figueredo
My Commission HH 366271

**NOTARY PUBLIC:**

SIGN: B Figueredo

PRINT: B Figueredo

Notary Public, State at large
My Commission Expires: 2/26/27

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** SFL Property Maintenance Corp

1. PROJECT: Windows and Doors Replacement RPQ#2023KIHWDR DATE: 09//05/2024
   LOCATION: Kendall Indian Hammocks Construction Maintenance Admin Office 11395 SW 79 Street Miami, FL 33173

   OWNER REPRSENTATIVE: Name: Omar Rivero
   Title: Construction Manager
   Email: Omar.rivero@miamidade.gov

2. PROJECT: Replacement of Windows at Various Trash Recycling Centers RPQ 17253-23 DATE: 09/26/2023
   LOCATION: Various Miami Dade County Department of Solid Waste Management Locations

   OWNER REPRSENTATIVE: Name: Humberto Contreras
   Title: Facilities Maintenance Divsion Chief
   Email: Humberto.contreras@miamidade.gov

3. PROJECT: Peace and Prosperity Home Rehab Window and Door Replacement PP-001-CP DATE: 12/07/2023
   LOCATION: Various Locations
   2029 NW 49 St Miami, FL 33142
   2300 NW 140 St Miami, FL 33142
   14235 NW 22 Place Miami, FL 33172

   OWNER REPRSENTATIVE: Name: Shawn Angell
   Title: Construction and Renovation Supervisor
   Email: Shawn.angell@miamidade.gov

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

SFL Property Maintenance Corp
Company's Name

Nicole Perez
Authorized Representative Signature

Nicole Perez / Owner
Print Name and Title

1/7/2025
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: SFL Property Maintenance Corp

NAME: Nicole Perez

ADDRESS: 8030 Sw 34 St Miami, FL 33155

TELEPHONE NO.: 786-382-4240

FAX NO.: N/A

EMAIL ADDRESS: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

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

   The correct name of the Bidder is: SFL Property Maintenance Corp

   The address of the principal place of business is: 8030 Sw 34 St Miami, FL 33155

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 07/18/2012
   b. State of Incorporation: Florida
   c. President's Name: Armando Figueredo
   d. Vice President's Name: Nicole Perez
   e. Secretary's Name: Nicole Perez
   f. Treasurer's Name: Nicole Perez
   g. Name and address of Resident Agent: Armando Figueredo

# QUALIFICATION STATEMENT

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

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

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

   N/A

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

6. How many years has your organization been in business under its present business name: 12 years

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

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor / License No. CGC1527912

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Nicole Perez / Contractor / Owner / 16 years of experience
    Submission of bidding documents, Contract compliance, Insurance Compliance, Accounting, Payroll, Budgeting, Assist in preparing schedule.

    Armando Figueredo / Superintendent / Owner / 23 years of experience
    Point of Contact for City of Plantation Project Managers and other representatives. Order Materials, Coordinate Subcontractors, Prepare Schedule and supervise overall progress of project and timeliness of schedule. Communicate any issues, changes, and or progress.

    Rolando Perez / Project Manager / 30 years of experience
    Oversee day to day operations, supervise employees and subcontractors, enforce site safety plans and procedures. Ensure work is being performed according to schedule prepared.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Yes. Removal and Installation of Rolling Steel Doors will be completed by Overhead Door of South Florida

3949 Commerce Pkwy Miramar, 33025, 954-266-7960 ext 3505 Timothy Cooke

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Boom or scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink)

Nicole Perez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

1/7/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Overhead Door of South Florida a Division of DuraServ Corp., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

DuraServ Corp dba
Overhead Door of South Florida

By: _____
Signature

Hannah Clark / Contract Admin I
Name and Title

2200 Luna Rd., Suite 160
Street Address

Carrollton, TX 75006
City, State, Zip

12/9/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Type text here

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: SFL Property Maintenance Corp

By (sign): Nicole Perez

Print Name: Nicole Perez

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 1/7/25 (*date*) by Nicole Perez (*name of officer or agent, title of officer or agent*), of SFL Property Maintenance Corp (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 2/26/27

B Figueredo

NOTARY PUBLIC

NOTARY PUBLIC
Expires
02/26/2027
Belkis Figueredo
My Commission
HH 366271
STATE OF FLORIDA

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____

NOTARY PUBLIC

# CORPORATE RESOLUTION

I hereby certify that I, Nicole Perez, am the undersigned Secretary of SFL Property Maintenance Corp (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 8030 Sw 34 St Miami, FL 33155. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 3rd day of March, 2020 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Nicole Perez (name), Owner / Vice President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24; Windows and Doors Replacement Fire Station #4 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 3rd day of March, 2020

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Nicole Perez (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Nicole Perez | | Vice President / Secretary / Treasurer | | Nicole Perez |
| Armando Figueredo | | President | | |
| | | | | |

This 7 day of Jan, 2025.

N/A

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   ( ) Other, please describe:

CE FORM 4A – REV. 1-98

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# GUARANTEE OF BID PROPOSAL

Name of Company: SFL Property Maintenance Corp

Street Address: 8030 SW 34th St

Miami, FL 33155
City State Zip

Mailing Address: 8030 Sw 34 St Miami, FL 33155

Phone No.: 786-382-4574 Fax#: N/A

Email Address: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1527912

State of Florida Corporation ID # (From Secretary of State): P12000063196

Federal Employer Identification Number (FEIN): 45-5621968

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink or Electronic)

Nicole Perez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

1/7/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. Bid Bond

CONTRACTOR:
Name: SFL Property Maintenance Corp.
Legal Status: Florida Corporation
Address: 3345 SW 81st Avenue, Miami , FL 33155

SURETY:
Name: The Ohio Casualty Insurance Company
Legal Status: New Hampshire Corporation
Principal place of Business: 175 Berkeley Street, Boston, MA 02116

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% of Amount Bid (Five Percent of Amount Bid)

PROJECT:
Windows and Doors Replacement – Fire Station # 4 - ITB NO. 078-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

SFL Property Maintenance Corp.
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jarrett Merlucci

The Ohio Casualty Insurance Company
(Name of Surety)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205265-964011**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by FEI/EIN Number

Florida Profit Corporation
SFL PROPERTY MAINTENANCE CORP.

**Filing Information**

| | |
|---|---|
| **Document Number** | P12000063196 |
| **FEI/EIN Number** | 45-5621968 |
| **Date Filed** | 07/18/2012 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 07/15/2024 |
| **Event Effective Date** | NONE |

**Principal Address**

8030 SW 34th Street
MIAMI, FL 33155

Changed: 07/15/2024

**Mailing Address**

8030 SW 34th Street
MIAMI, FL 33155

Changed: 07/15/2024

**Registered Agent Name & Address**

FIGUEREDO, ARMANDO J., JR.
8030 SW 34th Street
MIAMI, FL 33155

Name Changed: 07/15/2024

Address Changed: 06/12/2020

**Officer/Director Detail**

**Name & Address**

Title P

FIGUEREDO, ARMANDO J., JR.
8030 SW 34TH STREET
MIAMI, FL 33155

Title VTS

PEREZ, NICOLE
8030 SW 34TH STREET
MIAMI, FL 33155

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 03/16/2022 |
| 2023 | 02/01/2023 |
| 2024 | 02/01/2024 |

**Document Images**

| | |
|---|---|
| 07/15/2024 -- Amendment | View image in PDF format |
| 02/01/2024 -- ANNUAL REPORT | View image in PDF format |
| 02/01/2023 -- ANNUAL REPORT | View image in PDF format |
| 03/16/2022 -- ANNUAL REPORT | View image in PDF format |
| 03/16/2021 -- ANNUAL REPORT | View image in PDF format |
| 06/12/2020 -- Amendment | View image in PDF format |
| 03/03/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/07/2019 -- ANNUAL REPORT | View image in PDF format |
| 02/20/2018 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2017 -- ANNUAL REPORT | View image in PDF format |
| 03/10/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/05/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/17/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/13/2013 -- ANNUAL REPORT | View image in PDF format |
| 07/18/2012 -- Domestic Profit | View image in PDF format |

# CITY OF PLANTATION

Plantation
the grass is greener®

## INVITATION TO BID

# ITB NO. 078-24

"**Windows and Doors Replacement – Fire Station # 4**"

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 8, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 22, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

***Supplemental Forms***

Agreement

General Conditions

Final Payment Waiver

Final Receipt and Release

Progress Payment Waiver of Claim

Public Construction Bond

Exhibit A – FEMA Executed Agreement

**CITY OF PLANTATION**

**INVITATION TO BID**

**ITB NO. 078-24**

**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, DECEMBER 10, 2024 .** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY IS REQUESTING PROPOSALS FOR THE COMPLETE REPLACEMENT OF EXISTING EXTERIOR WINDOWS, DOORS AND LOUVERS AT THE CITY OF PLANTATION FIRE STATION # 4.

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 8, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 22, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**
MANDATORY PRE-BID/SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO CARLOS MARMOLEJOS, PROCUREMENT AGENT, 400 NW 73 AVENUE PLANTATION, FLORIDA. CARLOS MARMOLEJOS CAN BE REACHED AT 954-414-7842, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Replacement of the existing exterior Windows, Doors, and Louvers for Fire Station # 4**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the complete replacement of existing exterior Windows, Doors, and Louvers at the City of Plantation Fire Station # 4.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening Date: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Mandatory Pre-Bid/Site Visit Meetings:
  - Location: 8200 SW 3rd Street**,** Plantation, FL 33324
  - Time: 10:00 AM to 11:00 AM
  - Dates: October 8, 2024 or October 22, 2024

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

C Hewitt
Witness

A. Luciano
Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Jerome Payne
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

11/26/2024
(Date Signed)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26th day of November, 2024, by Jerome Payne, as President for Coast to Coast Garage Door, who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

Print Name: Tamaine Thomas

State of Florida at Large (Seal)

My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. COMPENSATION

6.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

6.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

7. GUARANTEES

7.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

8. EXAMINATION OF BID DOCUMENTS AND SITE

8.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

8.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

8.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

9. INTERPRETATIONS AND ADDENDA

9.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

10. SUBMISSION OF BIDS

10.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

12. OPENING OF BIDS

12.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. AWARD OF CONTRACT

13.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

13.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

13.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

14. INDEMNITY

14.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

14.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

14.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. QUALIFICATIONS OF BIDDERS

15.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

15.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

15.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Work shall be undertaken by a Licensed General Contractor with minimum of five (5) years of commercial installation in similar Projects within the State of Florida. Bidder or Bidder's subcontractor(s) must be a certified installer by the manufacturer of any proposed material/equipment/products. In addition, Bidder must demonstrate the ability and experience necessary for this project. Contractor shall submit the following:

- State License for qualifying individual(s) or Broward County Certificate of Competency and State Registration.
- Broward County Local Business Tax (formerly known as Broward County Occupational License) or Home County Occupational License, if other than Broward.

15.4 List of three (3) projects completed in the last five (5) years of similar complexity to this project. Description of projects shall include:
Name of project
Location
City's name, address and business phone number
Scope of work and contract amount

16. BID SECURITY

16.1. **An original bid bond is required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

16.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

16.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar

day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

16.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

16.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

17.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

18. LIQUIDATED DAMAGES

18.1. City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **$750.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **$1,000.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

19. SCHEDULE OF VALUES

19.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

20. CONTRACT TIMELINE

20.1. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

21. CONTRACT SECURITY

21.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**CITY OF PLANTATION**
**FIRE STATION # 4**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 4. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 4. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 4 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for Plantation Fire Station #4 Windows and Doors Replacement Project, located at 8200 SW 3rd Street, Plantation, FL 33324.

The following items will need to be replaced at the Fire Station #4:

- Fifteen (15) Windows
- Seven (7) Roll up Doors
- Six (6) Doors

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

**PRODUCT "BASIS OF DESIGN"**

**Storefront Windows and Doors**

**Products:**

- WinDoor Estate SH-360 Single Hung
- Single Hung and CGIC SE-3550 Entry Door
- Architectural Louvers E6WF – 6" Deep 45 Degree Hurricane Duty WDR Blade Extruded Aluminum Stationary Louver with internal bird/insect screen AND High-Performance 3-Coat Fluoropolymer finish in compliance with AAMA 2605

**Specifications:**

- Frames: AAMA 2605 Black Finish (Kynar or equal)
- Glass: Clear, Insulated Laminated (Solar Ban 70 or equal)
- Mullions: to match existing window layout
- Entry Door Sill: ADA Compliant

**Window and Louver Openings:**

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work.
- All quantities are to be field verified by the CONTRACTOR as part of scope of work.

**Door Openings**

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work
- All quantities are to be field verified by the CONTRACTOR as part of scope of work
- Miami-Dade protocols: Louver design shall pass the following tests.
    - PA 201-94 Large Missile Impact.
    - PA 202-94 Uniform Pressure (for ±150 psf wind load).
    - PA 203-94 Cyclic Wind Pressure.

**Warranty Period**

- Frame Coverage – Five (5) Years
- Hardware, Screens and Moving Parts – Three (3) Years
- Insulating Laminated Glass – Five (5) Years
- Stress Cracks – One (1) Year
- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the

date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**Apparatus Bay Doors**

**Products: (Basis of Design)**

- New Best Rolling Doors, Inc. Motorized Steel Roll-Up Door LMI/HVHZ FL19-1015.15 or Equivalent. Motorized roll up bay doors are to be equipped with automatic and push button door openers; obstacle sensors and 24 gauge or thicker coil hoods. Roll-up doors shall be capable of 24" per second up travel and 15" per second down travel. All roll-up doors are to meet Florida Building Code Impact and Wind ratings for essential facilities.

- Apparatus Bay Doors shall have Miami-Dade County Product Approval for Large Missile Impact. Contractor shall submit fully detailed Engineered shop drawings with product approval.

- Provide electrical wiring and door operating controls conforming to the applicable requirements of NFPA 70. Electric door-operator assemblies need to be the sizes and capacities recommended and provided by the door manufacturer for specified doors. Furnish complete assemblies with electric motors and factory pre-wired motor controls, sensors, starters, gear reduction units, solenoid operated brakes, clutch, remote-control stations, manual and automatic control devices and accessories as required for proper operation of the doors.

- Provide a manual operator of chain-gear mechanism with release clutch to permit manual operation of the doors in case of power failure. Arrange the emergency manual operator so that it may be put into and out of operation from floor level and its use does not affect the adjustment of the limit switches. Provide an electrical or mechanical device that automatically disconnects the motor from the operating mechanism when the emergency manual operating mechanism is engaged. Provide full weather stripping; 3 point compressible vinyl gasket bottom seal, extending into guides, vinyl strip guide seals against facia side of curtain, neoprene/rayon baffle at hood to impede air flow/water intrusion above coil and nylon brush lintel seal fitted at door header to impede air flow/water intrusion.

- Warranty: Five years from date of Substantial Completion against defects in material and workmanship.

- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Maintenance: Submit for CITY's consideration and acceptance of a maintenance service agreement for motorized roll-up doors.

**Manufacturer Qualifications:**

Alternate manufactures would be considered but must meet or exceed "Basis of Design" and design intent. All proposed alternates are to be submitted to the City with all appropriate complete documentation and comparisons showing the alternate products meet or exceed basis of design with bid submittal. The City shall have sole discretion as pertains to final approval and acceptance of all equal/alternate products/equipment/materials.

**General Requirements:**

- The City's budget for this project is $904,353.00

- Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

    - Americans with Disabilities Act (ADA)
    - Florida Building Code Accessibility
    - Florida Building Code
    - National Fire Protection Association (NFPA)
    - Florida Fire Prevention Code (FFPC)
    - City of Plantation Code of Ordinances

- The quality of all materials must meet the highest standards, and must be installed using best practices of the construction industry. The method of window removal shall allow for the removal of only as many windows from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

- CONTRACTOR shall be responsible for all permit submissions, fees, and associated building construction cost.

- CONTRACTOR is responsible for all submissions and fees associated with Planning Boards, City Commission approvals, and any County or State approval processes if applicable.

- Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 4 to complete the project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of legally by contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Plantation waste containers.

- CONTRACTOR shall coordinate with the City for utilizing which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, portable toilet facilities, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. CONTRACTOR shall coordinate the flow of work with the CITY and Fire Department in order to maintain a fully operations facility at all times during the course of the project.

- CONTRACTOR shall insure that all safety measures are maintained throughout the duration of construction.

- CONTRACTOR is responsible for all demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 4 windows and doors replacement project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of by contractor utilizing the City's franchised solid waste contractor.

- CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- CONTRACTOR shall be responsible for inspecting and examining the site to understand the complete project prior to submitting a bid proposal.

- **The City's schedule for this project is 180 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, a Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities.

- **The City's schedule for this project is 210 days** from Notice to Proceed to final completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- All work for this project must be **completed within 210 days** from the start of when the Notice to Procced is issued, unless a different time is specifically agreed upon for that particular order, by the City of Plantation Contract Administrator.

The CONTRACTOR shall demonstrate good project management practices. Among these practices, the CONTRACTOR firm shall demonstrate clear and effective communication with the City of Plantation and respective staff, outside permitting agencies, and the involved parties. The CONTRACTOR shall demonstrate efficient and effective management of time, resources, and documentation.

The City enforces Section 16-2 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

The CONTRACTOR shall, at its expense, as requested by Project Manager, attend any and all meetings called by Project Manager to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Project Manager or designee with typed minutes of each meeting distributed to all attendees within three (3) days of the meeting.

CONTRACTOR shall comply with and shall cooperate with Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building is fully occupied and will be operational during the window, door, roll-up door and louver replacement. The safety and operation of City functions shall take priority over all matters. Disruption of City services shall not be allowed.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Work site or who may be affected by the Work.

**Permit Fees**

Payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance permit fee amount shown on the Bid Schedule is an estimate of permit fees required for the project and is cost pass through item. The CITY will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the CITY will be paid as part of this bid item.

**Language Proficiency**

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

# BID/PROPOSAL FORM

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $ 604,247.44 |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 626,847.44 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is $904,353.00.**

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: _____
Legal Status: _____
Address: _____

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ _____

PROJECT:
_____Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jerome Payne, on this 24, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB-078-24 Windows and door replacement.

Addenda Numbers Received:

1

2

3

4

5

6

7

8

AUTHORIZED SIGNATURE: Joayne

PRINTED NAME OF ABOVE: Jerome Payne

TITLE OF ABOVE: President

COMPANY NAME: Coast to Coast Garage Door LLC

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 26th day of November, 2024, before me, the undersigned authority, personally appeared Jerome Payne, to me known to be the individual described in and who executed the foregoing instrument as President of Coast to Coast Garage Door LLC a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Tamaine Thomas (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

NOTARY PUBLIC STATE OF FLORIDA

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Coast to Coast Garage Door LLC

NAME: Jerome Payne

ADDRESS: 10501 NW 50 St Suite 106 Sunrise, FL 33351

TELEPHONE NO.: 954-653-1600

FAX NO.: 954-840-9257

EMAIL ADDRESS: admin@c2cdoors.com

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

   The correct name of the Bidder is: Coast to Coast Garage Door LLC

   The address of the principal place of business is: 10501 NW 50 St Suite 106 Sunrise, FL 33351

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 02/2013
   b. State of Incorporation: _____
   c. President's Name: Jerome Payne
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

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

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

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

   _____

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

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

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

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _X_ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Elite Restoration Corp - Aaron Sautman - 1521 Alton Road #635 Miami Beach FL 33139- 800-603-1569

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Forklift, scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

A. Luciano
Witness

C. Hewitt
Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

Jerome Payne
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

1/6/2025
(Date Signed)

Type text here

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: Overhead Door Replacement DATE: _____

   LOCATION: Palm Beach County Fire Stations

   _____

   _____

OWNER REPRSENTATIVE: Name: Gus Arnold

Title: Project Manager 561-233-0275

Email: aiarnold@pbcgov.org

2. PROJECT: Install Overhead Bi-Fold Doors DATE: _____

   LOCATION: City of North Lauderdale Fire Stations

   _____

   _____

OWNER REPRSENTATIVE: Name: David Sweet

Title: Fire Chief 954-597-4763

Email: dsweet@nlauderdale.org

3. PROJECT: State Contracting DATE: _____

   LOCATION: Oakland Park FS 87 Door Installation

   Oakland Park FL

   _____

OWNER REPRSENTATIVE: Name: Timothy Laltoo

Title: Assistant Project Manager 954-923-4747 x 124

Email: Tlaltoo@statecontracting.com

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Windor and door replacement.

2. This sworn statement is submitted by Coast to Coast Garage Door LLC (entity submitting sworn statement), whose business address is 10501 NW 50 St Suite 106 Sunrise, FL 33351 and its Federal Employer Identification Number (FEIN) is 80-0896999 . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Jerome Payne (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

A The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

11/26/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26th Day of November, 2024, by Jerome Payne, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Tamaine Thomas
Notary Public, State at large
My Commission Expires: _____

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| | | | |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| | | | |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Cleopatra Hewitt
Typed name:

Amanda Luciano
Typed name:

**BIDDER:**

By: Jerome Payne

Name: Jerome Payne

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 November, 2024 (*date*) by Jerome Payne who is personally known to me or who has produced _____ as identification.

My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

NOTARY PUBLIC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Jpayne<br>Signature | Jerome Payne<br>Printed Name |
| Coast to Coast Garage Door LLC<br>Bidder Name | 01/06/2025<br>Date |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| _____ | Coast to Coast Garage Door LLC |
| **WITNESS** | **CONTRACTOR** |
| _____ | _____ |
| **DATE** | **CITY OF PLANTATION** |

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) 12/12/2018

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

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

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | Agent CONTACT INFORMATION — NAIC # |
| | INSURER A : |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-C JECT LO | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR CLAIMS- | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ? | N / A | X | | | | X PER STATUTE OTH-ER | |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EAEMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

**3311**

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Coast to Coast Garage Door LLC
Company's Name

Jpayne
Authorized Representative Signature

Jerome Payne , President
Print Name and Title

01/06/2025
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Coast to Coast Garage Door LLC **Date:** 01/06/2025

**Base Bid Total:** 626,847.44

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☐ Bidders Certification

☒ Registered as a City of Plantation Vendor

☒ Bid Form

☐ Signed General Terms and Provisions

☒ Addendums (if any)

☒ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ References

☒ Public Entity Crimes Forms

☒ Drug Free Workplace Form

☒ Hazard Mitigation Grant Program Requirement Form

☐ Corporate Resolution Form

☒ Bid Bond Form

☒ Certificate of Insurance Requirements Form

☐ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: Jpayne Printed Name: Jerome Payne

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Coast to Coast Garage Door LLC

By (sign): Jpayne

Print Name: Jerome Payne

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11/26/24 (*date*) by Jerome Payne (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of Coast to Coast Garage Door LLC (*name of company acknowledging*), a FL (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 4 ("Project")**
**Agreement No. 078-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 4".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

# AGREEMENT

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL**<br>*Equipment, Removal, Delivery, Assembly, and Installation*<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 078-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFESSIONAL'S STATUS DURING CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

#### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

## ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 4**
**Project No. 078-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1048
# BETWEEN
# CITY OF PLANTATION
# AND
# THE DIVISION OF EMERGENCY MANAGEMENT
# FOR
# HAZARD MITIGATION GRANT PROGRAM (HMGP)

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 22, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-049-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1048 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe
Digitally signed by Laura Dhuwe
Date: 2024.02.23 16:12:15 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1048

**Project Number:** 4486-049-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $775,160.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $813,917.70 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $813,917.70 |
| Federal award project description (see FFATA): | Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: 954-797-2210
Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$775,160.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

-59 Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** CITY OF PLANTATION

By: _____

Name and Title: Nick Sortal, Mayor

Date: Feb. 20, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.23 16:12:01 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 23-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$775,160.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #4 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-049-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #4, located at 8200 Southwest 3rd Street, Plantation, Florida 33324. Coordinates (26.116426, -80.258674).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-

Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #4, in Plantation, Florida 33324, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996,

ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-049-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $397,410.00 | $357,669.00 | $39,741.00 |
| Labor: | $265,120.00 | $238,608.00 | $26,512.00 |
| Fees: | $198,759.00 | $178,883.10 | $19,875.90 |
| **Initial Agreement Amount:** | **$861,289.00** | **$775,160.10** | **$86,128.90** |
| ***Contingency Funds: | $43,064.00 | $38,757.60 | $4,306.40 |
| **Project Total:** | **$904,353.00** | **$813,917.70** | **$90,435.30** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $43,064.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $813,917.70 | (90.00%) |
| Non-Federal Share: | $90,435.30 | (10.00%) |
| **Total Project Cost:** | **$904,353.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipientgthis assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-049-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1048

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-049-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1048

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
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| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| **[ ] ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20___-20___ Anticipated Expenditures for First Three Months of Contract |
|---|---|
| For example<br>ADMINISTRATIVE COSTS<br>(Include Secondary Administration.) | |
| For example<br>PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

**QUARTERLY REPORT FORM**

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-049-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1048

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:**

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

**Target Dates (State Agreement)**:
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC):

Signature: Phone:

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:*

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* *Reviewer:* *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-049-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 775,160.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #4, located at 8200 Southwest 3rd Street, Plantation, Florida 33324. Coordinates (26.116426, -80.258674).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: City of Plantation-Fire Station #4

ADDRESS LINE 2:

ADDRESS LINE 3: 8200 SW 3rd St

CITY Plantation STATE FL ZIP CODE+4** 33324-2716re

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| **Rank** (Highest to Lowest) | **Name (Last, First, MI)** | **Title** | **Total Compensation for Most Recently Completed Fiscal Year** |
|---|---|---|---|
| **1** | | | |
| **2** | | | |
| **3** | | | |
| **4** | | | |
| **5** | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: Feb. 20, 2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☑ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
Name and Title of Sub-Recipient/subcontractor's Authorized Official

Feb. 20, 2024
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | Feb. 20, 2024 |

## ATTACHMENT M

## FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Coast to Coast Garage Door LLC

Vendor FEIN: 80-0896999

Vendor's Authorized Representative Name and Title: Jerome Payne , President

Address: 10501 NW 50 St Suite 106

City: Sunrise State: Florida Zip: 33351

Phone Number: 954-653-1600

Email Address: admin@c2cdoors.com

Certified By: Jpayne
AUTHORIZED SIGNATURE

Print Name and Title: Jerome Payne , President

Date: 01/06/2025

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## BROWN, NEVILLE HUGH

COAST TO COAST GARAGE DOOR LLC
10501 NW 50TH ST
SUITE 106
SUNRISE FL 33351

**LICENSE NUMBER: CGC1523690**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

3472

Plantation
the grass is greener®

# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1 –** The doors should be white color.

**Question No. 2 –** During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2 –** The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2 –** Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3 –** The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2024

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

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

**PRODUCER**
Keyes Coverage Insurance
5900 Hiatus Road
Tamarac FL 33321

License#: L068109

**CONTACT NAME:** Nancy Presti
**PHONE (A/C, No, Ext):** 954-724-7000 **FAX (A/C, No):** 954-724-7024
**E-MAIL ADDRESS:** npresti@keyescoverage.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Clear Blue Insurance Co | 17641 |
| INSURER B : St Paul Protective Insurance Company | 19224 |
| INSURER C : LUBA Casualty Insurance Company | 12472 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Coast To Coast Garage Door LLC
PO Box 590929
Tamarac FL 33359

**COVERAGES** **CERTIFICATE NUMBER:** 1869341931 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | BGFL0026530602 | 10/29/2024 | 10/29/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | Y | Y | BA A0590605 | 10/29/2024 | 10/29/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | PIP | $ 10,000 |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 0 | Y | Y | BXFL0026530602 | 10/29/2024 | 10/29/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WC307-0129010-2024A | 10/29/2024 | 10/29/2025 | X PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**CERTIFICATE HOLDER**

City of Plantation
401 NW 70 Terrace
Plantation FL 33317
United States

**CANCELLATION** 30 Days & 10 for Non Payment

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

**AUTHORIZED REPRESENTATIVE**

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Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by FEI/EIN Number

Florida Limited Liability Company
COAST TO COAST GARAGE DOOR LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L13000027620 |
| **FEI/EIN Number** | 80-0896999 |
| **Date Filed** | 02/22/2013 |
| **Effective Date** | 02/21/2013 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

10501 NW 50TH ST,
SUITE 106
SUNRISE, FL 33351

Changed: 10/02/2017

**Mailing Address**

P.O BOX 590929
Tamarac, FL 33359

Changed: 04/30/2024

**Registered Agent Name & Address**

THE LAW FOR ALL, P.A.
1 E. BROWARD BLVD.
SUITE 700
FORT LAUDERDALE, FL 33301

Name Changed: 04/30/2024

Address Changed: 04/30/2024

**Authorized Person(s) Detail**

**Name & Address**

Title P

Payne, Jerome
P.O. Box 590929
Tamarac, FL 33359

Title Authorized Representative

PAYNE, KEMISHA
P.O. Box 590929
Tamarac, FL 33359

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2023 | 04/28/2023 |
| 2023 | 05/08/2023 |
| 2024 | 04/30/2024 |

**Document Images**

| | |
|---|---|
| 04/30/2024 -- ANNUAL REPORT | View image in PDF format |
| 05/08/2023 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/28/2023 -- ANNUAL REPORT | View image in PDF format |
| 04/06/2022 -- ANNUAL REPORT | View image in PDF format |
| 04/13/2021 -- ANNUAL REPORT | View image in PDF format |
| 03/17/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/28/2019 -- ANNUAL REPORT | View image in PDF format |
| 04/09/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/02/2017 -- ANNUAL REPORT | View image in PDF format |
| 01/21/2016 -- ANNUAL REPORT | View image in PDF format |
| 02/11/2015 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/10/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/22/2013 -- Florida Limited Liability | View image in PDF format |

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Javier Rodriguez, on this 31, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. Windows and Doors Replacement – Fire Station # 4.

Addenda Numbers Received:

1

2

3

4

5

6

7

8

AUTHORIZED SIGNATURE: 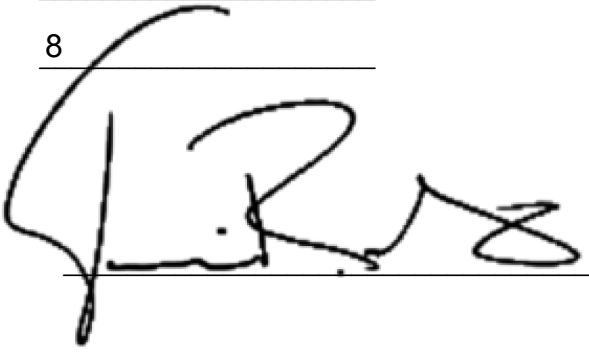

PRINTED NAME OF ABOVE: Javier Rodriguez

TITLE OF ABOVE: President

COMPANY NAME: Dekora, LLC

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1 –** The doors should be white color.

**Question No. 2 –** During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2 –** The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2 –** Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3 –** The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

*****The Bid Opening Date has been Changed*****

**New Bid Opening Date: January 7, 2025 at 11: 00 AM**

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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

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

| PRODUCER | CONTACT NAME: Amanda Nogues | |
|---|---|---|
| Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | PHONE (A/C, No, Ext): (305) 595-3323 | FAX (A/C, No): (305) 595-7135 |
| | E-MAIL ADDRESS: amanda.nogues@eigrisk.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Dekora, LLC<br>12011 SW 129 Ct, Unit 5<br>Miami FL 33186 | INSURER A : Admiral Insurance Company | 24856 |
| | INSURER B : Landmark American Insurance Co | 33138 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2024 Dekora Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CA000043712-04 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 150,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | LHA603789 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

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

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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

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

| | |
|---|---|
| **PRODUCER**<br>Merchant Insurance Solutions<br>9220 Bonita Beach Road Suite 200-15<br>Bonita Springs FL 34135 | **CONTACT NAME:** Staci Merchant<br>**PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983<br>**E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com |
| **INSURED**<br>DEKORA, LLC<br>12011 SW 129TH CT UNIT 5<br>Miami FL 33186 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN / N/A<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65117 | 01/10/2024 | 01/10/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

City Of Plantation
400 NW 73rd AVENUE
PLANTATION, FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2025

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

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

| | |
|---|---|
| **PRODUCER**<br>Keyes Coverage Insurance<br>5900 Hiatus Road<br>Tamarac FL 33321 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 954-724-7000 **FAX (A/C, No):** 954-724-7024<br>**E-MAIL ADDRESS:** info@keyescoverage.com |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Progressive Express Insurance Company |
| **INSURED** 47240<br>Dekora LLC<br>12011 SW 129th Ct Unit 5<br>Miami FL 33186 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 767801865 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ HIRED AUTOS<br>☒ SCHEDULED AUTOS<br>☐ NON-OWNED AUTOS | | | 991038385 | 12/28/2024 | 12/28/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **N / A**<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

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

2014 FORD F450 - VIN# 1FDTF4GT9EEB81219

Certificate holder is included as an additional insured when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Ave
Plantation FL 33317

**CANCELLATION** 30 day cancellation/ 10 day non-pay

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

**AUTHORIZED REPRESENTATIVE**

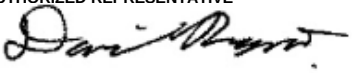

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# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

L Comp
**WITNESS**

Dekora, LLC
**CONTRACTOR**

1/6/25
**DATE**

**CITY OF PLANTATION**

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) 12/12/2018

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

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

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | Agent CONTACT INFORMATION — NAIC # |
| | INSURER A : |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

**3511**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Dekora, LLC **Date:** 1/2/2025

**Base Bid Total:** $410,410.23

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Javier Rodriguez

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF N/A )

SS

COUNTY OF_____)

On this_____day of_____, 20 . before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF N/A )

SS

COUNTY OF_____)

On this_____day of_____, 20 . before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF FLORIDA )

SS

COUNTY OF MIAMI-DADE )

On this 02 day of JANUARY, 2025, before me, the undersigned authority, personally appeared JAVIER RODRIGUEZ, to me known to be the individual described in and who executed the foregoing instrument as PRESIDENT of DENONA, LLC., a LLC. company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

LISETTE COMPANIONI (Print, Type, or Stamp Commissioned Name of Notary Public)

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

Personally, known ✓ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF N/A )

SS

COUNTY OF_____)

On this_____day of_____, 20 . before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF N/A )

SS

COUNTY OF_____)

On this_____day of_____, 20 . before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF FLORIDA )

SS

COUNTY OF MIAMI-DADE )

On this 02 day of JANUARY, 2025, before me, the undersigned authority, personally appeared JAVIER RODRIGUEZ, to me known to be the individual described in and who executed the foregoing instrument as PRESIDENT of DENONA, LLC., a LLC. company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

LISETTE COMPANIONI (Print, Type, or Stamp Commissioned Name of Notary Public)

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

Personally, known ✓ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** 295,557.70 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** 410,410.23 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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

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

| PRODUCER | CONTACT NAME: Amanda Nogues | |
|---|---|---|
| Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | PHONE (A/C, No, Ext): (305) 595-3323 | FAX (A/C, No): (305) 595-7135 |
| | E-MAIL ADDRESS: amanda.nogues@eigrisk.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Dekora, LLC<br>12011 SW 129 Ct, Unit 5<br>Miami FL 33186 | INSURER A : Admiral Insurance Company | 24856 |
| | INSURER B : Landmark American Insurance Co | 33138 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2024 Dekora Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | CA000043712-04 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 150,000<br>$ 1,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| B | ☐ UMBRELLA LIAB ☒ OCCUR<br>☒ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | LHA603789 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 4,000,000<br>$ 4,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| | | | | | | | | |

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

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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

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| | |
|---|---|
| **PRODUCER**<br>Merchant Insurance Solutions<br>9220 Bonita Beach Road Suite 200-15<br>Bonita Springs FL 34135 | **CONTACT NAME:** Staci Merchant<br>**PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983<br>**E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com |
| **INSURED**<br>DEKORA, LLC<br>12011 SW 129TH CT UNIT 5<br>Miami FL 33186 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN / N/A<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65117 | 01/10/2024 | 01/10/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

City Of Plantation
400 NW 73rd AVENUE
PLANTATION, FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2025

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

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| | |
|---|---|
| **PRODUCER**<br>Keyes Coverage Insurance<br>5900 Hiatus Road<br>Tamarac FL 33321 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 954-724-7000 **FAX (A/C, No):** 954-724-7024<br>**E-MAIL ADDRESS:** info@keyescoverage.com |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Progressive Express Insurance Company |
| **INSURED** 47240<br>Dekora LLC<br>12011 SW 129th Ct Unit 5<br>Miami FL 33186 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 767801865 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ HIRED AUTOS<br>☒ SCHEDULED AUTOS<br>☐ NON-OWNED AUTOS | | | 991038385 | 12/28/2024 | 12/28/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **N / A**<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

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

2014 FORD F450 - VIN# 1FDTF4GT9EEB81219

Certificate holder is included as an additional insured when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Ave
Plantation FL 33317

**CANCELLATION** 30 day cancellation/ 10 day non-pay

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

**AUTHORIZED REPRESENTATIVE**

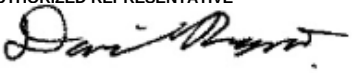

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# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Javier Rodriguez, on this 31, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. Windows and Doors Replacement – Fire Station # 4.

Addenda Numbers Received:

1

2

3

4

5

6

7

8

AUTHORIZED SIGNATURE: 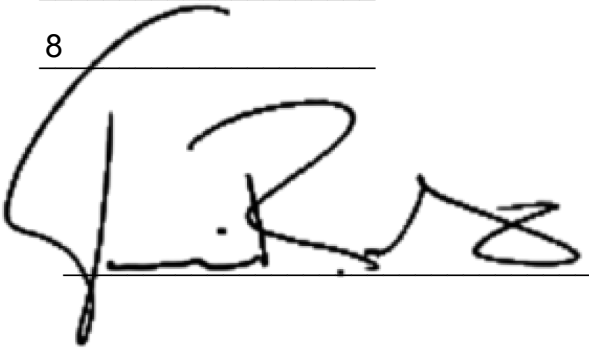

PRINTED NAME OF ABOVE: Javier Rodriguez

TITLE OF ABOVE: President

COMPANY NAME: Dekora, LLC

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

Plantation
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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

Plantation
the grass is greener®

# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1 –** The doors should be white color.

**Question No. 2 –** During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2 –** The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

Plantation
the grass is greener®

# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2 –** Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3 –** The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

Plantation
the grass is greener®

# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

*****The Bid Opening Date has been Changed*****

**New Bid Opening Date: January 7, 2025 at 11: 00 AM**

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## ALFARO, MAURICIO

DEKORA, LLC
1120 CORDOVA STREET
CORAL GABLES FL 33134

**LICENSE NUMBER: CGC1519267**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

3536

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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

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

| | |
|---|---|
| **PRODUCER**<br>Merchant Insurance Solutions<br>9220 Bonita Beach Road Suite 200-15<br>Bonita Springs FL 34135 | **CONTACT NAME:** Staci Merchant<br>**PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983<br>**E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com |
| **INSURED**<br>DEKORA, LLC<br>12011 SW 129TH CT UNIT 5<br>Miami FL 33186 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN / N/A<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65117 | 01/10/2024 | 01/10/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | | | | | |

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

**CERTIFICATE HOLDER**

City Of Plantation
400 NW 73rd AVENUE
PLANTATION, FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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

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

| PRODUCER | CONTACT NAME: Amanda Nogues | |
|---|---|---|
| Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | PHONE (A/C, No, Ext): (305) 595-3323 | FAX (A/C, No): (305) 595-7135 |
| | E-MAIL ADDRESS: amanda.nogues@eigrisk.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Dekora, LLC<br>12011 SW 129 Ct, Unit 5<br>Miami FL 33186 | INSURER A : Admiral Insurance Company | 24856 |
| | INSURER B : Landmark American Insurance Co | 33138 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2024 Dekora Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CA000043712-04 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 150,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | LHA603789 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

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

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DEKORA LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12011 SW 129TH COURT Unit 5

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI, FL 33186

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 3 | 5 | 3 | 1 | 0 | 9 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Date ▶ 01/04/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1720199

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Dekora LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

**Company ID Number:** 1720199

## Approved by:

| | |
|---|---|
| **Employer**<br>Dekora LLC | |
| **Name** (Please Type or Print)<br>Javier rodriguez | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |

**Company ID Number:** 1720199

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | Dekora LLC |
| **Company Facility Address** | 12011 SW 129 CT Unit # 5<br>Miami, FL 33186 |
| **Company Alternate Address** | |
| **County or Parish** | MIAMI-DADE |
| **Employer Identification Number** | 263531092 |
| **North American Industry Classification Systems Code** | 238 |
| **Parent Company** | |
| **Number of Employees** | 1 to 4 |
| **Number of Sites Verified for** | 1 site(s) |

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| FL | 1 |

**Company ID Number:** 1720199

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Javier Rodriguez |
| Phone Number | 7865731872 |
| Fax | |
| Email | dekorallc@gmail.com |

**Company ID Number:** 1720199

This list represents the first 20 Program Administrators listed for this company.

005763

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5593406

**BUSINESS NAME/LOCATION**
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
12011 SW 129TH CT 5
MIAMI FL 33186

**RECEIPT NO.**
RENEWAL
7468323

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

**OWNER**
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR
Worker(s) 1

**SEC. TYPE OF BUSINESS**
196 SPECIALTY BUILDING CONTRACTOR
16BS00645

**PAYMENT RECEIVED BY TAX COLLECTOR**
$75.00 07/11/2024
INT-24-424551

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

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

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






# Detail by Entity Name

Florida Limited Liability Company
DEKORA, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L08000099777 |
| **FEI/EIN Number** | 26-3531092 |
| **Date Filed** | 10/23/2008 |
| **Effective Date** | 10/22/2008 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Mailing Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Registered Agent Name & Address**

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Name Changed: 04/05/2019

Address Changed: 04/05/2019

**Authorized Person(s) Detail**

**Name & Address**

Title President

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Title VP

ALFARO, MAURICIO
12011 SW 129TH CT
UNIT 5
miami, FL 33186

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 01/26/2022 |
| 2023 | 01/23/2023 |
| 2024 | 01/23/2024 |

**Document Images**

| | |
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| 01/23/2024 -- ANNUAL REPORT | View image in PDF format |
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# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Windows and Doors Replacement – Fire Station # 4.

2. This sworn statement is submitted by Dekora, LLC (entity submitting sworn statement), whose business address is 12011 SW 129TH CT Unit #5 Miami FL 33186 and its Federal Employer Identification Number (FEIN) is 26-3531092. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Javier Rodriguez (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

02/01/25
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 02 Day of JANUARY, 2025 by JAVIER RODRIGUEZ, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: LISETTE COMPANIONI
Notary Public, State at large
My Commission Expires: 07-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

January

### 17. EPA Designated Items

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

### 18. Access to Records

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

### 19. Davis-Bacon Act

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

### 20. Compliance with the Copeland "Anti-Kickback" Act.

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

21. **DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

22. **Compliance with Federal Law Regulations and Executive Orders**

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

23. **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

24. **Program Fraud and False or Fraudulent Statements or Related Acts**

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

25. **Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: _____

By (sign):_____

Print Name: _____

## NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

## NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 1/02/25 (*date*) by JAVIER RODRIGUEZ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of DEKONA, LLC (*name of company acknowledging*), a FLORIDA (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

L Cps.

NOTARY PUBLIC

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# CORPORATE RESOLUTION

I hereby certify that I, Javier Rodriguez, am the undersigned Secretary of Dekora, LLC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 12011 SW 129TH CT Unit #5 Miami FL 33186. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 6 day of January, 2025 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Javier Rodriguez (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Windows and Doors Replacement – Fire Station # 4 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 6 day of January, 20 25

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a LLC corporation, do certify that Javier Rodriguez (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Javier Rodriguez | | President | | 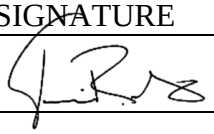 |
| | | | | |
| | | | | |

This 6 day of January, 20 25.

1. BIDS

Prices must be quoted on the sheet furnished by this Department: no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects.

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects.

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects.

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State: Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness Randy Padilla

(Authorized Signature in Ink or Electronic)

Witness Alina Garcia

Javier Rodriguez
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

02/07/25
(Date Signed)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 02 day of JANUARY, 2025, by JAVIER RODRIGUEZ, as PRESIDENT for DEMONA, LLC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: L. Comp.

State of Florida at Large (Seal)

Print Name: LISETTE COMPANIONE

My commission expires: 07-06-27

25

*As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.*

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. 010725BidBond

CONTRACTOR:
Name: Dekora, LLC.
Legal Status: Corporation
Address: 12011 SW 129 CT Unit #5 Miami, FL 33186

SURETY:
Name: Great American Insurance Company
Legal Status: Incorporated: Ohio
Principal place of Business: 301 E 4th Street Cincinnati, OH 45202

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ ---- 5% ---- Five Percent of Amount Bid

PROJECT:
ITB NO. 078-24; Windows and Doors Replacement – Fire Station # 4 Name, Location, Project Title
8200 SW 3rd Street, Plantation, FL 33324

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: January 7th, 2025.

Dekora, LLC.

(Name of CONTRACTOR) Javier Rodriguez, President

By:
(As Attorney in Fact) Jessie Sloan, Attorney-In-Fact & Florida Licensed Resident Agent

Great American Insurance Company
(Name of Surety)

Inquiries: (321) 800-6594

# GREAT AMERICAN INSURANCE COMPANY®

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 21494

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|---|---|---|
| JORGE BRACAMONTE<br>JESSIE SLOAN<br>KARLA YVONNE TOMASZEWSKI | ALL OF<br>ORLANDO, FLORIDA | ALL<br>$100,000,000 |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY

*Assistant Secretary*

*Divisional Senior Vice President*

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JANUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of January, 2025.

*Assistant Secretary*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Dekora, LLC

1. PROJECT: Various City Parks DATE: 2023-2024

   LOCATION: 444 SW 2ND Ave, 8th Floor, Miami FL 33130

OWNER REPRSENTATIVE: Name: Tommaso Calautti

Title: Senior Construction Coordinator

Email: tcalautti@miamigov.com

2. PROJECT: Fire Station Rennovations DATE: 2023-2024

   LOCATION: 1151 NW 7 ST Miami, Fl 33136

OWNER REPRSENTATIVE: Name: Pete Saavedra

Title: Facilities Coordinator

Email: PSaavedra@miamigov.com

3. PROJECT: Hollow metal Door replacecment at Various Sites DATE: 2023-2024

   LOCATION: 90050 Overseas Highway

   Tavernier, FL 33070

OWNER REPRSENTATIVE: Name: Jeff Barrow

Title: Director of Maintenance

Email: Jeff.Barrow@KeysSchools.com

# GUARANTEE OF BID PROPOSAL

Name of Company: Dekora, LLC

Street Address: 12011 SW 129TH CT Unit #5

Miami (City) Florida (State) 33186 (Zip)

Mailing Address: 12011 SW 129TH CT Unit #5 Miami FL 33186

Phone No.: 786-573-1872 Fax#: 305-397-2706

Email Address: dekorallc@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: CGC1519267

State of Florida Corporation ID # (From Secretary of State): L08000099777

Federal Employer Identification Number (FEIN): 26-3531092

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness Randy Padilla

(Authorized Signature in Ink or Electronic)

Witness Alina Garcia

Javier Rodriguez

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President

(Printed Title of Above Signer)

02/01/25

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

| | |
|---|---|
| Signature | Javier Rodriguez<br>Printed Name |
| Dekora, LLC<br>Bidder Name | 01/06/2025<br>Date |

# DRUG-FREE WORKPLACE

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

| | |
|---|---|
| Signature | Javier Rodriguez<br>Printed Name |
| Dekora, LLC<br>Bidder Name | 01/06/2025<br>Date |

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF N/A )

SS

COUNTY OF_____)

On this_____day of_____, 20 . before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF N/A )

SS

COUNTY OF_____)

On this_____day of_____, 20 . before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF FLORIDA )

SS

COUNTY OF MIAMI-DADE )

On this 02 day of JANUARY, 2025, before me, the undersigned authority, personally appeared JAVIER RODRIGUEZ, to me known to be the individual described in and who executed the foregoing instrument as PRESIDENT of DENONA, LLC., a LLC. company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

LISETTE COMPANIONI (Print, Type, or Stamp Commissioned Name of Notary Public)

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

Personally, known ✓ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

1. BIDS

Prices must be quoted on the sheet furnished by this Department: no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects.

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects.

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects.

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State: Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness Randy Padilla

Witness Alina Garcia

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Javier Rodriguez
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

02/07/25
(Date Signed)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 02 day of JANUARY, 2025, by JAVIER RODRIGUEZ, as PRESIDENT for DEMONA, LLC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: L. Lop.

Print Name: LISETTE COMPANIONE

State of Florida at Large (Seal)

My commission expires: 07-06-27

*As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

### 17. EPA Designated Items

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

### 18. Access to Records

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

### 19. Davis-Bacon Act

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

### 20. Compliance with the Copeland "Anti-Kickback" Act.

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

21. **DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

22. **Compliance with Federal Law Regulations and Executive Orders**

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

23. **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

24. **Program Fraud and False or Fraudulent Statements or Related Acts**

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

25. **Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: _____

By (sign):_____

Print Name: _____

## NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

## NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 1/02/25 (*date*) by JAVIER RODRIGUEZ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of DEKONA, LLC (*name of company acknowledging*), a FLORIDA (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

L Cps.

NOTARY PUBLIC

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| Javier Rodriguez | President |

**Witnesses:**

Typed name: Randy Padilla

Typed name: Alina Garcia

**BIDDER:**

By: _____

Name: Javier Rodriguez

Title: President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 02 JANUARY 2025 (*date*) by JAVIER RODRIGUEZ who is personally known to me or who has produced _____ as identification.

My commission expires:

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Dekora, LLC **Date:** 1/2/2025

**Base Bid Total:** $410,410.23

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Javier Rodriguez

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $ 295,557.70 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 410,410.23 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Windows and Doors Replacement – Fire Station # 4.

2. This sworn statement is submitted by Dekora, LLC (entity submitting sworn statement), whose business address is 12011 SW 129TH CT Unit #5 Miami FL 33186 and its Federal Employer Identification Number (FEIN) is 26-3531092. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Javier Rodriguez (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

02/01/25
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 02 Day of JANUARY, 2025 by JAVIER RODRIGUEZ, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: LISETTE COMPANIONI
Notary Public, State at large
My Commission Expires: 07-06-27

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Dekora, LLC

1. PROJECT: Various City Parks DATE: 2023-2024

   LOCATION: 444 SW 2ND Ave, 8th Floor, Miami FL 33130

OWNER REPRSENTATIVE: Name: Tommaso Calautti

Title: Senior Construction Coordinator

Email: tcalautti@miamigov.com

2. PROJECT: Fire Station Rennovations DATE: 2023-2024

   LOCATION: 1151 NW 7 ST Miami, Fl 33136

OWNER REPRSENTATIVE: Name: Pete Saavedra

Title: Facilities Coordinator

Email: PSaavedra@miamigov.com

3. PROJECT: Hollow metal Door replacecment at Various Sites DATE: 2023-2024

   LOCATION: 90050 Overseas Highway

   Tavernier, FL 33070

OWNER REPRSENTATIVE: Name: Jeff Barrow

Title: Director of Maintenance

Email: Jeff.Barrow@KeysSchools.com

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Dekora, LLC
Company's Name

Authorized Representative Signature

Javier Rodriguez / President
Print Name and Title

01/06/2025
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Dekora, LLC

NAME: Javier Rodriguez

ADDRESS: 12011 SW 129TH CT Unit #5 Miami FL 33186

TELEPHONE NO.: 786-573-1872

FAX NO.: 305-397-2706

EMAIL ADDRESS: dekorallc@gmail.com

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

   The correct name of the Bidder is: Dekora, LLC

   The address of the principal place of business is: 12011 SW 129TH CT Unit #5 Miami FL 33186

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/22/2008
   b. State of Incorporation: Florida
   c. President's Name: Javier Rodriguez
   d. Vice President's Name: Mauricio Alfaro
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

# QUALIFICATION STATEMENT

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

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

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

   LLC (Javier Rodriguez / President)

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

6. How many years has your organization been in business under its present business name: 16

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

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor License CGC1519267

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   None

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    no

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    State Wide General Contracting Services

    Court resurfacing,Epoxy Flooring, Painting, Demolition, Bathroom & Kitchen rennovations, Door replacecment at Various Sites

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

None

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Please See Attached

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness Randy Zadilla

(Authorized Signature in Ink)

Witness Alina Garcia

Javier Rodriguez
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

02/01/25
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## ALFARO, MAURICIO

DEKORA, LLC
1120 CORDOVA STREET
CORAL GABLES FL 33134

**LICENSE NUMBER: CGC1519267**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

3627

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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

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

| | |
|---|---|
| **PRODUCER**<br>Merchant Insurance Solutions<br>9220 Bonita Beach Road Suite 200-15<br>Bonita Springs FL 34135 | **CONTACT NAME:** Staci Merchant<br>**PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983<br>**E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com |
| **INSURED**<br>DEKORA, LLC<br>12011 SW 129TH CT UNIT 5<br>Miami FL 33186 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN / N/A<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65117 | 01/10/2024 | 01/10/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

City Of Plantation
400 NW 73rd AVENUE
PLANTATION, FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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| PRODUCER | CONTACT NAME: Amanda Nogues | |
|---|---|---|
| Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | PHONE (A/C, No, Ext): (305) 595-3323 | FAX (A/C, No): (305) 595-7135 |
| | E-MAIL ADDRESS: amanda.nogues@eigrisk.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Dekora, LLC<br>12011 SW 129 Ct, Unit 5<br>Miami FL 33186 | INSURER A : Admiral Insurance Company | 24856 |
| | INSURER B : Landmark American Insurance Co | 33138 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2024 Dekora Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | CA000043712-04 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 150,000<br>$ 1,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | ☐ UMBRELLA LIAB ☒ OCCUR<br>☒ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | LHA603789 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

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

**CERTIFICATE HOLDER**

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**AUTHORIZED REPRESENTATIVE**



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DEKORA LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12011 SW 129TH COURT Unit 5

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI, FL 33186

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 3 | 5 | 3 | 1 | 0 | 9 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ _____ Date ▶ 01/04/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

**Company ID Number:** 1720199

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Dekora LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

**Company ID Number:** 1720199

## Approved by:

| **Employer** | |
|---|---|
| Dekora LLC | |
| **Name** (Please Type or Print)<br>Javier rodriguez | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |

**Company ID Number:** 1720199

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | Dekora LLC |
| **Company Facility Address** | 12011 SW 129 CT Unit # 5<br>Miami, FL 33186 |
| **Company Alternate Address** | |
| **County or Parish** | MIAMI-DADE |
| **Employer Identification Number** | 263531092 |
| **North American Industry Classification Systems Code** | 238 |
| **Parent Company** | |
| **Number of Employees** | 1 to 4 |
| **Number of Sites Verified for** | 1 site(s) |

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| FL | 1 |

**Company ID Number:** 1720199

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Javier Rodriguez |
| Phone Number | 7865731872 |
| Fax | |
| Email | dekorallc@gmail.com |

**Company ID Number:** 1720199

This list represents the first 20 Program Administrators listed for this company.

005763

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5593406

**BUSINESS NAME/LOCATION**
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
12011 SW 129TH CT 5
MIAMI FL 33186

**RECEIPT NO.**
RENEWAL
7468323

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

**OWNER**
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR
Worker(s) 1

**SEC. TYPE OF BUSINESS**
196 SPECIALTY BUILDING CONTRACTOR
16BS00645

**PAYMENT RECEIVED BY TAX COLLECTOR**
$75.00 07/11/2024
INT-24-424551

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

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

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






# Detail by Entity Name

Florida Limited Liability Company
DEKORA, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L08000099777 |
| **FEI/EIN Number** | 26-3531092 |
| **Date Filed** | 10/23/2008 |
| **Effective Date** | 10/22/2008 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Mailing Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Registered Agent Name & Address**

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Name Changed: 04/05/2019

Address Changed: 04/05/2019

**Authorized Person(s) Detail**

**Name & Address**

Title President

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Title VP

ALFARO, MAURICIO
12011 SW 129TH CT
UNIT 5
miami, FL 33186

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 01/26/2022 |
| 2023 | 01/23/2023 |
| 2024 | 01/23/2024 |

**Document Images**

| | |
|---|---|
| 01/23/2024 -- ANNUAL REPORT | View image in PDF format |
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| 01/26/2022 -- ANNUAL REPORT | View image in PDF format |
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| 02/10/2015 -- ANNUAL REPORT | View image in PDF format |
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| 04/17/2013 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2011 -- ANNUAL REPORT | View image in PDF format |
| 03/31/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2009 -- ANNUAL REPORT | View image in PDF format |
| 10/23/2008 -- Florida Limited Liability | View image in PDF format |

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jose Capellan Jr., on this 02, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB No.: 078-24 - Fire Station #4 - Windows and Door Replacement .

Addenda Numbers Received:

Addendum No.: 1

Addendum No.: 2

Addendum No.: 3

Addendum No.: 4

Addendum No.: 5

Addendum No.: 6

Addendum No.: 7

Addendum No.: 8

AUTHORIZED SIGNATURE: 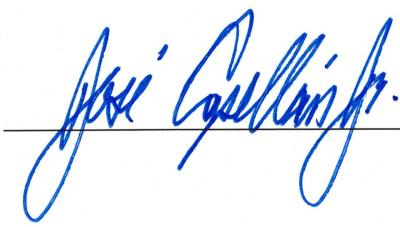

PRINTED NAME OF ABOVE: Jose Capellan Jr.

TITLE OF ABOVE: Managing Director

COMPANY NAME: J&IC Construction Services LLC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2024

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

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

| PRODUCER | CONTACT NAME: JDC Partners & Associates LLC | |
|---|---|---|
| NSi Insurance Group<br>12001 SW 128 Court<br>Suite 210<br>Miami FL 33186 | PHONE (A/C, No, Ext): (305) 441-9932 | FAX (A/C, No): (305) 441-8632 |
| | E-MAIL ADDRESS: cary@jdcpartners.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : EVANSTON INSURANCE CO | |
| INSURED<br>J & IC Construction Services llc<br>3003 SW 127 Ter<br>Miramar FL 33027 | INSURER B : EVANSTON INSURANCE CO | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [ ] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | X | 3AA756329 | 02/23/2024 | 02/23/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | X | X | EZXS3175948 | 10/09/2024 | 10/09/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

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

GENERAL CONTRACTOR LICENSE # CGC061608

**CERTIFICATE HOLDER**

CITY OF PLANTATION, PURCHASING DEPARTMENT
400 NW 73RD AVENUE
PLANTATION, FLORIDA 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



**© 1988-2015 ACORD CORPORATION. All rights reserved.**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2024

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

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

| | |
|---|---|
| **PRODUCER** | **CONTACT NAME:** Tim Hewett |
| Tim Hewett<br>4400 W Sample Road Suite 130<br>Coconut Creek FL 330733457 | **PHONE (A/C, No, Ext):** 954-972-2431 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** tim.hewett.bxga@statefarm.com |
| **INSURED**<br>Capellan, Isabel & Jose<br>3003 SW 137TH TER<br>MIRAMAR FL 330273931 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** State Farm Mutual Automobile Insurance Company 25178<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

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

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

| INSR LTR | TYPE OF INSURANCE | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>OTHER: | $<br>$<br>$<br>$<br>$<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | Y | N | 688 9249-C30-59L | 09/30/2024 | 03/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$<br>$ |

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

City of Plantation is listed as additional insured on the Automobile Liability Policy.

**CERTIFICATE HOLDER**

CITY OF PLANTATION
400 NW 73RD AVE
PLANTATION FL 33317

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

This form was system-generated on 10/16/2024 .

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# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

WITNESS

J&IC Construction Services LLC
CONTRACTOR

December 02, 2024
DATE

CITY OF PLANTATION

# CITY OF PLANTATION

Plantation
the grass is greener®

## INVITATION TO BID

# ITB NO. 078-24

"**Windows and Doors Replacement – Fire Station # 4**"

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 8, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 22, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

***Supplemental Forms***

Agreement

General Conditions

Final Payment Waiver

Final Receipt and Release

Progress Payment Waiver of Claim

Public Construction Bond

Exhibit A – FEMA Executed Agreement

**CITY OF PLANTATION**

**INVITATION TO BID**

**ITB NO. 078-24**

**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, DECEMBER 10, 2024 .** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY IS REQUESTING PROPOSALS FOR THE COMPLETE REPLACEMENT OF EXISTING EXTERIOR WINDOWS, DOORS AND LOUVERS AT THE CITY OF PLANTATION FIRE STATION # 4.

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 8, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 22, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**
MANDATORY PRE-BID/SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO CARLOS MARMOLEJOS, PROCUREMENT AGENT, 400 NW 73 AVENUE PLANTATION, FLORIDA. CARLOS MARMOLEJOS CAN BE REACHED AT 954-414-7842, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Replacement of the existing exterior Windows, Doors, and Louvers for Fire Station # 4**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the complete replacement of existing exterior Windows, Doors, and Louvers at the City of Plantation Fire Station # 4.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening Date: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Mandatory Pre-Bid/Site Visit Meetings:
  - Location: 8200 SW 3rd Street**,** Plantation, FL 33324
  - Time: 10:00 AM to 11:00 AM
  - Dates: October 8, 2024 or October 22, 2024

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

STATE OF **Florida**

COUNTY OF **Miami-Dade**

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this **02** day of **December**, 20**24**, by **Jose Capellan Jr.**, as **Managing Director** for **J&IC Construction Services LLC**, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: **Mercedes E. Mañana** My commission expires: 8/25/2026

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. COMPENSATION

6.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

6.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

7. GUARANTEES

7.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

8. EXAMINATION OF BID DOCUMENTS AND SITE

8.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

8.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

8.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

9. INTERPRETATIONS AND ADDENDA

9.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

10. SUBMISSION OF BIDS

10.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

12. OPENING OF BIDS

12.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. AWARD OF CONTRACT

13.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

13.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

13.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

14. INDEMNITY

14.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

14.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

14.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. QUALIFICATIONS OF BIDDERS

15.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

15.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

15.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Work shall be undertaken by a Licensed General Contractor with minimum of five (5) years of commercial installation in similar Projects within the State of Florida. Bidder or Bidder's subcontractor(s) must be a certified installer by the manufacturer of any proposed material/equipment/products. In addition, Bidder must demonstrate the ability and experience necessary for this project. Contractor shall submit the following:

- State License for qualifying individual(s) or Broward County Certificate of Competency and State Registration.
- Broward County Local Business Tax (formerly known as Broward County Occupational License) or Home County Occupational License, if other than Broward.

15.4 List of three (3) projects completed in the last five (5) years of similar complexity to this project. Description of projects shall include:
Name of project
Location
City's name, address and business phone number
Scope of work and contract amount

16. BID SECURITY

16.1. **An original bid bond is required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

16.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

16.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar

day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

16.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

16.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

17.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

18. LIQUIDATED DAMAGES

18.1. City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **$750.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **$1,000.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

19. SCHEDULE OF VALUES

19.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

20. CONTRACT TIMELINE

20.1. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

21. CONTRACT SECURITY

21.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**CITY OF PLANTATION**
**FIRE STATION # 4**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 4. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 4. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 4 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for Plantation Fire Station #4 Windows and Doors Replacement Project, located at 8200 SW 3rd Street, Plantation, FL 33324.

The following items will need to be replaced at the Fire Station #4:

- Fifteen (15) Windows
- Seven (7) Roll up Doors
- Six (6) Doors

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

## PRODUCT "BASIS OF DESIGN"

### Storefront Windows and Doors

#### Products:

- WinDoor Estate SH-360 Single Hung
- Single Hung and CGIC SE-3550 Entry Door
- Architectural Louvers E6WF – 6" Deep 45 Degree Hurricane Duty WDR Blade Extruded Aluminum Stationary Louver with internal bird/insect screen AND High-Performance 3-Coat Fluoropolymer finish in compliance with AAMA 2605

### Specifications:

- Frames: AAMA 2605 Black Finish (Kynar or equal)
- Glass: Clear, Insulated Laminated (Solar Ban 70 or equal)
- Mullions: to match existing window layout
- Entry Door Sill: ADA Compliant

### Window and Louver Openings:

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work.
- All quantities are to be field verified by the CONTRACTOR as part of scope of work.

### Door Openings

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work
- All quantities are to be field verified by the CONTRACTOR as part of scope of work
- Miami-Dade protocols: Louver design shall pass the following tests.
    - PA 201-94 Large Missile Impact.
    - PA 202-94 Uniform Pressure (for ±150 psf wind load).
    - PA 203-94 Cyclic Wind Pressure.

### Warranty Period

- Frame Coverage – Five (5) Years
- Hardware, Screens and Moving Parts – Three (3) Years
- Insulating Laminated Glass – Five (5) Years
- Stress Cracks – One (1) Year
- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the

date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**Apparatus Bay Doors**

**Products: (Basis of Design)**

- New Best Rolling Doors, Inc. Motorized Steel Roll-Up Door LMI/HVHZ FL19-1015.15 or Equivalent. Motorized roll up bay doors are to be equipped with automatic and push button door openers; obstacle sensors and 24 gauge or thicker coil hoods. Roll-up doors shall be capable of 24" per second up travel and 15" per second down travel. All roll-up doors are to meet Florida Building Code Impact and Wind ratings for essential facilities.

- Apparatus Bay Doors shall have Miami-Dade County Product Approval for Large Missile Impact. Contractor shall submit fully detailed Engineered shop drawings with product approval.

- Provide electrical wiring and door operating controls conforming to the applicable requirements of NFPA 70. Electric door-operator assemblies need to be the sizes and capacities recommended and provided by the door manufacturer for specified doors. Furnish complete assemblies with electric motors and factory pre-wired motor controls, sensors, starters, gear reduction units, solenoid operated brakes, clutch, remote-control stations, manual and automatic control devices and accessories as required for proper operation of the doors.

- Provide a manual operator of chain-gear mechanism with release clutch to permit manual operation of the doors in case of power failure. Arrange the emergency manual operator so that it may be put into and out of operation from floor level and its use does not affect the adjustment of the limit switches. Provide an electrical or mechanical device that automatically disconnects the motor from the operating mechanism when the emergency manual operating mechanism is engaged. Provide full weather stripping; 3 point compressible vinyl gasket bottom seal, extending into guides, vinyl strip guide seals against facia side of curtain, neoprene/rayon baffle at hood to impede air flow/water intrusion above coil and nylon brush lintel seal fitted at door header to impede air flow/water intrusion.

- Warranty: Five years from date of Substantial Completion against defects in material and workmanship.

- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Maintenance: Submit for CITY's consideration and acceptance of a maintenance service agreement for motorized roll-up doors.

**Manufacturer Qualifications:**

Alternate manufactures would be considered but must meet or exceed "Basis of Design" and design intent. All proposed alternates are to be submitted to the City with all appropriate complete documentation and comparisons showing the alternate products meet or exceed basis of design with bid submittal. The City shall have sole discretion as pertains to final approval and acceptance of all equal/alternate products/equipment/materials.

**General Requirements:**

- The City's budget for this project is $904,353.00

- Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

    - Americans with Disabilities Act (ADA)
    - Florida Building Code Accessibility
    - Florida Building Code
    - National Fire Protection Association (NFPA)
    - Florida Fire Prevention Code (FFPC)
    - City of Plantation Code of Ordinances

- The quality of all materials must meet the highest standards, and must be installed using best practices of the construction industry. The method of window removal shall allow for the removal of only as many windows from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

- CONTRACTOR shall be responsible for all permit submissions, fees, and associated building construction cost.

- CONTRACTOR is responsible for all submissions and fees associated with Planning Boards, City Commission approvals, and any County or State approval processes if applicable.

- Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 4 to complete the project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of legally by contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Plantation waste containers.

- CONTRACTOR shall coordinate with the City for utilizing which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, portable toilet facilities, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. CONTRACTOR shall coordinate the flow of work with the CITY and Fire Department in order to maintain a fully operations facility at all times during the course of the project.

- CONTRACTOR shall insure that all safety measures are maintained throughout the duration of construction.

- CONTRACTOR is responsible for all demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 4 windows and doors replacement project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of by contractor utilizing the City's franchised solid waste contractor.

- CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- CONTRACTOR shall be responsible for inspecting and examining the site to understand the complete project prior to submitting a bid proposal.

- **The City's schedule for this project is 180 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, a Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities.

- **The City's schedule for this project is 210 days** from Notice to Proceed to final completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- All work for this project must be **completed within 210 days** from the start of when the Notice to Procced is issued, unless a different time is specifically agreed upon for that particular order, by the City of Plantation Contract Administrator.

The CONTRACTOR shall demonstrate good project management practices. Among these practices, the CONTRACTOR firm shall demonstrate clear and effective communication with the City of Plantation and respective staff, outside permitting agencies, and the involved parties. The CONTRACTOR shall demonstrate efficient and effective management of time, resources, and documentation.

The City enforces Section 16-2 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

The CONTRACTOR shall, at its expense, as requested by Project Manager, attend any and all meetings called by Project Manager to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Project Manager or designee with typed minutes of each meeting distributed to all attendees within three (3) days of the meeting.

CONTRACTOR shall comply with and shall cooperate with Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building is fully occupied and will be operational during the window, door, roll-up door and louver replacement. The safety and operation of City functions shall take priority over all matters. Disruption of City services shall not be allowed.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Work site or who may be affected by the Work.

**Permit Fees**

Payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance permit fee amount shown on the Bid Schedule is an estimate of permit fees required for the project and is cost pass through item. The CITY will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the CITY will be paid as part of this bid item.

**Language Proficiency**

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* **J&IC Construction Services LLC**

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4<br>As per Addendum #7 Question #3 and the response provided we are including Overhead Coiling Doors similar to Fire Station #6. In addition, we are including the costs to cut the Acoustical Ceiling at each door and repair the Acoustical Ceiling at each door. | **$ 288,206.00** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$403,058.53** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: **J&IC Construction Services, LLC**
Legal Status: Limited Liability Company
Address: **3003 SW 137th Terrace**
**Miramar, Florida 33027**

SURETY:
Name: Old Republic Surety Company
Legal Status: Corporation
Principal place of Business: PO BOX 1635, MILWAUKEE, WI 53201 - 1635

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount Bid

PROJECT:
**Windows and Doors Replacement - Fire Station #4** Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 26, 2024.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

**J&IC Construction Services, LLC**
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Warren M. Alter

Old Republic Surety Company
(Name of Surety)

# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: WARREN M. ALTER, DAVID T. SATINE, JONATHAN A. BURSEVICH of MIAMI LAKES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

**(Expiration of notary's commission does not invalidate this instrument)**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3000

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 26th day of December, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ALTER SURETY GROUP INC

3689

# GUARANTEE OF BID PROPOSAL

Name of Company: **J&IC Construction Services LLC**

Street Address: **3003 SW 137th Terrace**

| **Miramar** | **Florida** | **33027** |
|---|---|---|
| City | State | Zip |

Mailing Address: **3003 SW 137th Terrace, Miramar, Florida 33027**

Phone No.: **(954) 439-0885** Fax#: _____

Email Address: **JCapellan@jicconstruction.net**

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: **CGC-061608**

State of Florida Corporation ID # (From Secretary of State): **L22000272532**

Federal Employer Identification Number (FEIN): **88-2995668**

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jose Capellan Jr., on this 02, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB No.: 078-24 - Fire Station #4 - Windows and Door Replacement .

Addenda Numbers Received:

Addendum No.: 1

Addendum No.: 2

Addendum No.: 3

Addendum No.: 4

Addendum No.: 5

Addendum No.: 6

Addendum No.: 7

Addendum No.: 8

AUTHORIZED SIGNATURE: 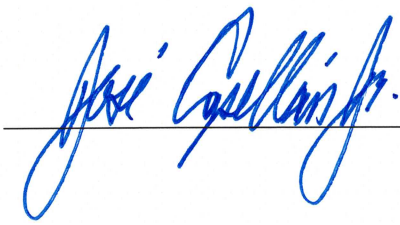

PRINTED NAME OF ABOVE: Jose Capellan Jr.

TITLE OF ABOVE: Managing Director

COMPANY NAME: J&IC Construction Services LLC

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION**: 8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1 –** The doors should be white color.

**Question No. 2 –** During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2 –** The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2 –** Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3 –** The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4<br>As per Addendum #7 Question #3 and the response provided we are including Overhead Coiling Doors similar to Fire Station #6. In addition, we are including the costs to cut the Acoustical Ceiling at each door and repair the Acoustical Ceiling at each door. | **$288,206.00** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$403,058.53** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 02nd day of December, 2024, before me, the undersigned authority, personally appeared Jose Capellan Jr., to me known to be the individual described in and who executed the foregoing instrument as Managing Director of J&IC Construction Services LLC a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative José Capellán Jr.

WITNESS my hand and official seal the date aforesaid.

Mercedes E. Mañana (Signature of Notary Public)

Mercedes E. Mañana (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

(NOTARY'S SEAL)

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: **J&IC Construction Services LLC**

NAME: **Jose Capellan Jr.**

ADDRESS: **3003 SW 137th Terrace, Miramar, Florida 33027**

TELEPHONE NO.: **(954) 439-0885**

FAX NO.: _____

EMAIL ADDRESS: **JCapellan@jicconstruction.net**

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

   The correct name of the Bidder is: **J&IC Construction Services LLC**

   The address of the principal place of business is: **3003 SW 137th Terrace, Miramar, Florida 33027**

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ **LLC X**

2. If Bidder is a corporation, answer the following: **N/A**
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following: **N/A**

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
   **The organization is a Limited Liability Company.**
   **The Owners are Jose and Isabel Capellan**
   **Address is: 3003 SW 137th Terrace, Miramar, Florida 33027**

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

6. How many years has your organization been in business under its present business name: **2 1/2 Years**

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

   **N/A**

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   **Jose Capellan Jr. is a licensed General Contractor in the State of Florida: CGC-061608**

8. Have you personally inspected the site(s) of the proposed work? (Y) **X** (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   **NO**

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    **NO**

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    **See attached sheet with the Resume of Jose Capellan Jr. and a list of completed projects.**

**Jose Capellan Jr., PMP®, CGC, MBA, LEED® AP**
Managing Director
**J&IC Construction Services, LLC**

3003 SW 137th Terrace
Miramar, Florida
Cell phone: (954) 439-0885
E-mail: JCapellan@jicconstruction.net

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## EDUCATION

**Project Management Professional (PMP)® Certification** from Project Management Institute (PMI).
**Master in Business Administration** from Florida Atlantic University (FAU) 2014.
**Bachelors in Construction Management** from Everglades University, Boca Raton, Florida, 2010.
**Associate Degree in Civil Engineering Technology** from New York City Technical College, 1981.
**Licensed General Contractor by the State of Florida**: License Number: CG C 061608.
LEED® AP **Accredidation** (Leadership in Energy and Environmental Design – Accredited Professional).

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## WORK EXPERIENCE:

**COASTLAND CONSTRUCTION INC;** Pinecrest, Florida (November 2023 to February 13, 2024)
**Senior Project Manager**

- Managed and supervised multiple project managers, superintendents, and subcontractors.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Experienced in the completion of projects with seamless safety performances, healthy profit margins, on time, and high quality.
- Developed detailed progress reports and financial reports with project teams to distribute to VP of Construction and project executives.
- Lead and scheduled meetings, prepared agendas, developed and maintained master project budget and schedule.

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**LINK CONSTRUCTION GROUP, INC;** Doral, Florida
**Project Manager**

- Managed and supervised multiple project managers, superintendents, and subcontractors.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Experienced in the completion of projects with seamless safety performances, healthy profit margins, on time, and high quality.
- Developed detailed progress reports and financial reports with project teams to distribute to VP of Construction and project executives.
- Lead and scheduled meetings, prepared agendas, developed and maintained master project budget and schedule.
- Manage and supervise the selection of subcontractors and develop subcontract agreements as necessary for each project.
- Reviewed subcontractors schedule of values for payment applications to assure that subcontractors do not front load their schedule of values. Reviewed and approved all payment requisitions.

- Reviewed and approved all Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders and other invoices associated with the projects.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**Part-Time Adjunct Lecturer at FIU Moss School of Construction;** Miami, FL

- Coarse taught was Construction Documentation and Communication.
- Taught students on-line and in person, one course there were 27 students online and 27 in class.
- Received exceptional ratings of 4.5 out of 5 from students at the completion of the courses.

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**WEST CONSTRUCTION, INC.;** Lantana, Florida
**Senior Project Manager**

- Worked closely with Design, Architects and other project stakeholders within new construction and renovations to develop relationships that exceed the client satisfaction.
- Managed four (4) Project Managers each having 3-5 projects of $8M to $18M.
- Provided oversight in managing all resources throughout the entire project from start-up through closeout and ensured that the Owner's expectations, budgetary and profitability objectives are met.
- Checked Payment Requisitions packages on a monthly basis and assured packages were accurate and complete.
- Payment Requisitions consisted of G702 and G703, monthly schedule update, progress pictures and aerial pictures, daily reports, Architect Owner's Conference progress meetings minutes, and Consent of Surety (if needed).
- Assist Project Managers in solving budget issues, costs issues, unexpected events, general performance and overall progress on each of their projects.
- Set Milestones and assigned staff to handle the scopes and complexity of new projects.
- Mentored, trained and coached staff to perform and to exceed West standards.
- Assist in the Business Development efforts of West and participated in presentations for project acquisitions.

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**PIRTLE CONSTRUCTION, Co. Inc.;** Davie, Florida,
**Senior Project Manager**

- Experienced pre-construction and estimator for Design Build, Construction Management (CM) at Risk Projects, or Design-Bid-Build Lump Sum projects.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Collaborated with Business Team and prepared complete and thorough response for Request for Proposal (RFP).
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality
- Conduct the elaboration of reports with project teams and project executives.
- Coordinate and manage the close out process on multiple projects.

- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**SKANSKA USA BUILDING, Inc. S**outh Florida Operations, Florida,
**Senior Project Manager**

- Experienced pre-construction and estimator for Design Build, Construction Management (CM) at Risk Projects, or Design-Bid-Build Lump Sum projects.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Collaborated with Business Team and prepare **complete** and thorough response for Request for Proposal (RFP).
- Manage and supervise the Request For Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality.
- Conduct the elaboration of reports with project teams and project executives.
- Coordinate and manage the close out process on multiple projects.
- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**A.V.I. CONCTRACTORS, Inc.** Weston, Florida,
**General Contractor –**
**Senior Project Manager / Business Development**

- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality.
- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**CAPMEN CONSTRUCTION COMPANY, Inc. –Coconut Creek, FL**
**Founder and President**

CapMen Construction Company, Inc. I established the company with an initial capital of $10,000 and grossed $1,500,000 during our first year and five years later we grossed $5,500,000. Our success was due to the quality of work we completed for our clients. Most of our clients were repeat clients due to their satisfaction of projects completed on time and with no major incidents.

- Executed all duties and responsibility as Chief Executive Officer.

- Business developer and sales. Researched the local Construction Industry trade reports in order to help obtain new business and new projects to Bid. I used the following trade reports, Dodge Reports, Reed Construction Data and The Blue Book.
- Estimating CSI Division 03 and 04 – Structural Shell Scope of work.
- Daily management of personnel, recruited personnel, orientated new personnel, and evaluated project personnel in coordination with the site Superintendent.
- Managed five (5) structural shell projects simultaneously and eighty-five (85) men with a volume of over $5 million dollars.
- Managed costs, schedules, and quality of all the projects under contract by overseeing the projects deliverables.
- Ensured schedules and budgets were met. Identified the needs for changes and revised established guidelines/policies as necessary.

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**JAMES B. PIRTLE CONSTRUCTION CO, Inc. – Davie, Florida**
**Project Manager**

- Coordinate and manage the close out process on multiple projects.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**ROEPNACK CORPORATION, Pompano Beach, Florida**
**Project Manager**

- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Coordinate and manage the close out process on multiple projects.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**Computer Skills:**

- Microsoft Word, Excel, Outlook and Powerpoint.
- Scheduling Computer Skills in Microsoft Project and Primavera P6.
- Project Management Computer Skills in Autodesk, PROCORE, CMiC, e-BUILDER.
- Bidding Software iSQFT.

**References:**
Can be supplied upon your request.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

**N/A**

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

**N/A**

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

**N/A**

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

**See list on a separate sheet.**

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract. **All Equipment will be provided by Subcontractors or rented from;**
**Miami Dade Equipment**
**3251 W Okeechobee Road**
**Hialeah, Florida 33012**

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

**NONE**

# Jose Capellan Jr., PMP®, CGC, MBA, LEED® AP

Senior Project Manager

# Project List

## Projects completed with Link Construction Group Inc. as a Project Manager.

### Kendal Square K-8 Elementary School

9325 SW 169th Place
Miami, FL 33196

CM at Risk project for Miami-Dade County Public Schools, Florida. $18.9 Million dollar project; New Build from the ground up and the construction of a 95,000 gsf Elementary School with future infrastructure for a Middle School. Tilt Up construction on exterior walls, Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed ahead of schedule, zero accidents, and with the project Fee plus.

### Fire Station #2 – City of Coral Gables, Florida

525 S. Dixie Highway
Coral Gables, FL 33134

CM at Risk Project for the City of Coral Gables. Interior demolition of the existing Fire Station #2 which was Historically Protected, a new 11,600 gsf two story building was constructed connecting to the existing Fire Station and it included four additional bays on the ground floor for fire trucks, with a state-of-the-art training room, and a gym for firefighters on the second floor, plus a new rescue training tower. This project also included the new construction of a 12,600 gsf, eight-bay Trolley Maintenance building to service the trolley fleet with corresponding administrative and support offices. This project was constructed right next to the Metrorail which was a challenge with the logistics of the new construction.

### Bonaventure Fire Rescue Station #21 – Weston, Florida

275 Bonaventure Blvd
Weston, FL 33326

CM At Risk project for the City of Weston. Weston's newest Fire Rescue Station is a state-of-the-art Fire Rescue station design with redundant utilities systems and two Emergency Generators that run on natural gas and propane gas so this facility can function as an Emergency Facility. Total of 11,561 gsf at a cost of $9.5 million.

## Parkside Assisted Living Facility – Tamarc, Florida

7501 NW 76th Street
Tamarac, Florida 33129

Lump Sum negotiated project of a brand new from the ground up Assisted Living Facility of 45,995 gsf, 72 beds, one central fully functioning kitchen, four warming kitchens, and two Emergency Generators running on natural gas. The total cost of this project was $15.5 million.

## Projects completed with Pirtle Construction Company, Inc. as a Project Manager and a Senior Project Manager.

**Glade View Elementary School**
900 SE Avenue G
Belle Glade, FL 33340

CM at Risk project for the School District of Palm Beach, County Florida. $17.1 Million dollar project; Demolition of existing school and the construction of a new 92,000 gsf Elementary School. Tilt Up construction on exterior walls, Thermal Energy Storage Tanks HVAC system, an Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed ahead of schedule, zero accidents, and with the project Fee plus.

**Bay Lake Elementary School**
12005 Silverlake Park Drive
Windermere, FL 34786

CM at Risk project for Orange County Public Schools, Orlando, Florida. $15.3 Million dollar project; new school of 85,000 gsf Elementary School. Tilt Up construction on exterior walls, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed in 10 months and it was on schedule, zero accidents, and with the project Fee plus.

**Eido's Café and Bookstore**
**Broward College – Building #41**
1000 Coconut Creek Boulevard
Coconut Creek, FL 33069

CM at Risk project for Broward College. Interior renovation of an existing exterior Atrium into Eido's Café and Bookstore. Renovations of interior offices. $1.1 million dollar project completed in four (5) months. Completed on time, zero accidents and with the projected Fee plus.

**University of Florida – Institute of Food and Agricultural Science**
**Laboratory 105 Renovation – Building 5001**
3205 College Avenue
Davie, FL 33314

CM at Risk project for the University of Florida. $333 K project of an existing scientific laboratory. Relocated existing underground plumbing rough, new Casework, new BioSafety Cabinet, renovated existing Fume Hood. Project completed in four (4) months, ahead of schedule, zero accidents, and with the projected fee.

## Projects completed with Skanska USA Building Inc. as a Project Manager and a Senior Project Manager.

**Cooper City High School**
9401 Stirling Road
Cooper City, Florida 33328

Lump Sum – Design Build project for the School Board of Broward County, Florida. $18.1 million dollar project; I was involved from the RFQ in the putting together the submittal, to the Design Build process where I was the design build Manager, to the actual construction of the project. A Phase replacement project on an existing campus which included Design Build Services for construction of a 3-Story Administration / Classroom Building of 115,082 SF gsf High School additional and renovation.

**Herron Heights Elementary School**
11010 Nob Hill Road
Parkland, Florida

Successfully completed the first "GREEN" school for the School Board of Broward County, Florida; Heron Heights Elementary School in Parkland, Florida. A $24.5 MM dollar, 112,800 SF facility capable of handling 990 students. The schools "GREEN" features are; 49.5 Kilowatt Solar Panel system with an interactive web site; www.heronheightssolar.com that can be used for the monitoring of the system and for lessons plans at the school. There are three Wild Life Habitats, two high efficiency Chillers, an Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project had LEED Score Card for LEED Silver Certification and possibly a Gold Certification, but the District did not want to spend the additional funds required for the building modeling and the independent Commissioning Agent.

This project was projected to have a FEE of 2.75% and I completed this project and the final FEE was 5.5%. We completed $1.5 MM in Change Orders, returned over $700,000 to the School Board

of Broward County, Florida in buyout contingency and we had over $200,000 in Tax Savings by using Owner Direct Purchase Orders.

**Lakes by the Bay Park Improvements**
18250 SW 216th Street
Cutler Bay, Florida

Design Build Park project for the Town of Cutler Bay, Florida. Successfully completed an $8.6 MM dollar project on a 22 acre lot, where there are three baseball fields, two soccer fields, a 2,500 SF concession stand building, future hard courts and basketball courts with state of the art sports lighting facilities. A 1.98 mile walking trail with exercise stations along the walking path. This project was completed on schedule and on budget.

This project was project to have a FEE of 6% and I completed this project and the Final FEE was 12.75%.

## Projects completed with A.V.I. Contractors, Inc. as a Senior Project Manager.

**Cynergi Condominiums**
2700 North Miami Avenue
City of Miami, Florida 33127

High end, Condominium, Multifamily; 110,000 SF condo building, 13 stories, Post Tension with CBS in-fill condo tower with private terraces on the roof of the tower. With a separate Parking Garage building, 98,400 SF, 6 stories, with a swimming pool and a gymnasium on the 6th story of the Parking Garage Building. Also, the two buildings were connected on the 5th story with a Post Tension bridge. We self performed the structural shell portion of these two buildings. The entire project was completed ahead of schedule and within the budget of $19.5 million dollars.

**93rd Street Community Baptists Church**
2330 NW 93rd Street
Miami, Florida 33147

High end, State of the art Baptist Church; 14,500 SF, 2 stories, 1,186 seat sanctuary and offices. With a computerized Energy Management System. We self performed the structural shell portion of this project. This project was extremely complex and was completed within the schedule and significantly under the budget of $4.5 Million Dollars.

**Mr. and Mrs. Mish Residence**
2760 Paddock Road
Weston, Florida

This was a 10,500 SF High end Residential project with a very detailed oriented structure. We self performed the structural shell portion of this project. Two stories, with a structural poured in place second floor slab. The owner of this residence was the Owner and President of A.V.I. Contractors, Inc. the company that I was employed by at the time. Mr. Vince Mish and his wife performed all the

project management duties after I completed the structural work, which was completed one month ahead of schedule and within their budget of $450,000.00 for the Shell Scope of Work.

**Privata Town Homes**
25-135 North Shore Drive
Miami Beach, Florida

High-end Multifamily town homes style condominiums, seven buildings; five story each building, CBS structure with structural slabs, $7.25 million dollar structural shell project.

**Place Des Arts Condominiums**
Fort Lauderdale, FL

Six (6) stories, 16 units, Multi Level Units, Post Tension with CBS in-fill condo's off Las Olas Boulevard, high end luxury condominiums, with a roof pool and a roof top recreation area. The entire project was completed ahead of schedule and very profitable. Total Project budget was $10.5 Million.

**Meritage Condominiums**
Fort Lauderdale, FL

Six (6) stories, 16 units, Multi Level Units, Structural Slabs with CBS in-fill condo's off Las Olas Boulevard, Very high end luxury condominiums. The entire project was completed ahead of schedule and very profitable. Total Project budget was $9.5 Million.

**Northside Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Fort Lauderdale, FL

Northside Elementary School Additions and Renovations, it was a two story addition of classrooms to an existing school constructed around school activities, while the school was in operation. The total project size was 19,300 SF, CBS structure with Hollow Core planks as the 2nd floor slabs, with intrigue PIP concrete radius windows and gable ends. In addition, there was a 14,500 SF, Multi Purpose Cafeteria, Kitchen and Auditorium Building. The project was completed with the schedule and within the budget of $6.5 Million.

**Martin Luther King Jr. Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Sunrise, FL

This project was a 16,500 SF, one story, Multi purpose building, Auditorium, Cafeteria and Kitchen, CBS structure with steel joists and metal deck roof. Connecting sidewalks and concrete covered walkways. In addition, there were some interior concrete renovations. All work was performed around school activities and while the schools were in operation. The project was completed with the schedule and within the budget of $4.5 Million.

## Projects Completed with James B. Pirtle Construction, Inc. as a Project Manager.

**Additions and Renovations to Village Green Elementary School**
Miami, Florida

Interior Renovations, new additions for classrooms and administration offices and state of the Art Music room. 14,900 SF, CBS structure with steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, state of the art intercom system through out the entire school. $6.5 million dollar project completed ahead of schedule and under the guaranteed not to exceed price.

**New Office Building for the Florida Fruit Exchange**
Pompano Beach, Florida

New 5 story office building, CBS structure with structural slabs. $5.5 million dollar project, completed 5 months ahead of schedule and significantly below the budget. ***High end Commercial Office Building project.***

**Additions and Renovations to Westwood Heights Elementary School**
Hollywood, Florida

Interior Renovations, 33,500 SF, new additions for classrooms and cafeteria/multi purpose building, CBS structure with steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, intercom system through out the entire school. $7.5 million dollar project completed ahead of schedule and under the budget.

**Additions and Renovations to North Miami Beach Senior High School**
North Miami Beach, Florida

Interior Renovations, 22,300 SF, new additions for classrooms, 2 story CBS structure with structural slab and steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, intercom system through out the entire school. $5.9 million dollar project completed ahead of schedule and under the budget.

## Projects Completed with Roepnack Corporation as a Project Manager.

**Braman Honda Dealership**
Coral Way in Miami, Florida

6 stories Architectural prefabricated concrete parking garage building, 81,000 SF, and a new conventional CBS show room, 12,100 SF, completed ahead of schedule and under the budget, a $10.5 million dollar project.

**Interior remodeling and renovations for a major telecom company**
Boca Raton, Florida

Remodeled and renovated 75,000 SF of the old Motorola plant in Boca Raton, Florida and converted it into new office space for the Telecom Company. This project had a total cost of $4.5 million dollar completed it on schedule and on budget.

**Braman BMW Dealership**
West Palm Beach, Florida

Remodeled the existing dealership and added a new showroom and new service area. A $ 5.3 million dollar project that was completed on schedule and within the GMP.

**New Wellness Center and Remodeling and Adding a new outdoor Cafeteria Area**
Motorola Plant in Plantation, Florida

New 12,700 SF, Wellness center with a Daycare, Gymnasium, and offices for the Motorola employees. New exterior Cafeteria eating area by the Lake. New sidewalks throughout the project. $8.5 million dollar project completed on schedule and within the GMP.

## Projects completed with CapMen Construction, Inc. a structural shell contractor, where I was the President.

**45 Hendricks Isles**
Fort Lauderdale, FL
General Contractor: Highpoint Construction Group, Inc.

Hard Bid, $1,650,000.00, 6 stories, 20 units, high end luxury condominiums, Post Tension with CBS in-fill condo's off Las Olas Boulevard with private terraces on the roof. CSI Divisions 03 and 04 scope of work only. Very High end Multifamily, Condominium Project.

**Residence East and West Venetian Way**
**17-19 Venetian Way**
**Miami Beach, Florida**
General Contractor: Brodson Construction Company

Hard bid, 8,500 SF, $495,500.00 Venetian East and 8,300 SF $485,000.00 Venetian West, high end residential structural project with a very detailed oriented structure. Two stories, with a structural poured in place second floor slab. With poured in place swimming pool with infinity edge on the roof of the residences. CSI Divisions 03 and 04 scope of work only. Very High end Residential Mansion.

**Village Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Sunrise, FL
General Contractor: A.V.I. Contractors, Inc.

This was a $650,000.00, hard bid project. It was a 23,800 SF, two story, classroom building, CBS structure with structural slabs and steel joists and metal deck roof, with connecting sidewalks. CSI Divisions 03 and 04 scope of work only.

**Performing Arts Center of Greater Miami**
Structural Renovations of the Sears Tower
Miami, FL
General Contractors; PACB Joint Venture; Odebrecht Construction / The Haskell Company and Ellis Don Construction

The hard bid on this project was $455,000.00 for the Structural renovations and remodeling of the Sears Tower at the center. CSI Divisions 03 scope of work only.

**Interior Renovation of Existing Building and Construction of new Condominiums**
Ocean Drive, Miami Beach, FL
General Contractors; G.T. McDonald Development Corporation

The hard bid on this project was $1,350,000.00. Interior renovations of six story art deco building on 10th Street and Ocean Drive. New construction of six story condo building right next to the renovated building, between 10th and 9th Street on Ocean Drive. CBS in fill with a concrete structure with structural slabs. CSI Divisions 03 and 04 scope of work only.

**Castle Hill Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Fort Lauderdale, FL
General Contractors; G.T. McDonald Development Corporation

The hard bid on this project was $590,000.00. This was a 23,500 SF addition of a Multi Purpose building, Cafeteria, Kitchen, and Auditorium, one story CBS structure with steel joists and metal deck roof. Connecting sidewalks and concrete covered walkways and a covered play area. In addition, there were some interior concrete renovations. All work was performed around school activities. CSI Divisions 03 and 04 scope of work only.

**Lake Forest Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Hallandale Beach, FL
General Contractors; South Florida Construction Services, Inc. (SFCS, Inc.)

The hard bid on this project was $985,000.00. When it was completed with all the approved change orders the total contract was $1,350,000.00. This was a 28,500 SF addition of new classrooms, one story CBS structure with steel joists and metal deck roof. In addition, 16,500 SF, one story, Multi purpose building, Auditorium, Cafeteria and Kitchen, CBS structure with steel joists and metal deck roof. There were connecting concrete walkways connecting one phase of the school with another phase. CSI Divisions 03 and 04 scope of work only.

**Driftwood Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Hollywood, FL
General Contractors; South Florida Construction Services, Inc. (SFCS, Inc.)

The hard bid on this project was $425,000.00. It was an 18,500 SF addition of new classrooms, one story CBS structure with steel joists and metal deck roof. With connecting sidewalks and concrete covered walkways. CSI Divisions 03 and 04 scope of work only.

**Broward Mall Renovations, Interior Renovation of the entire Mall,**
**Exterior Walkways and Atrium Fountain**
Sunrise, FL
General Contractor, VCC

The hard bid on this project was $350,000.00. Concrete structural work throughout the mall, exterior signs, sidewalks, and a new Atrium Fountain and new foundations for structural steel entrance work. CSI Divisions 03 and 04 scope of work only.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

**Jose Capellan Jr.**

(Printed Name of Above Signer)

**Managing Director**

(Printed Title of Above Signer)

**December 02, 2024**

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME: J&IC Construction Services LLC**

1. PROJECT: **2023-6601 - Warehouse Interior Build-out** DATE: **April 2024 to Present**

   LOCATION: **6601 NW 37th Avenue**

   **Miami, Florida 33147**

OWNER REPRSENTATIVE: Name: **Mike Ruiz**

Title: **Vice President**

Email: **miker@gmail.com**

2. PROJECT: **Bonaventure Fire Station #21** DATE: **03/2020 to 07/2021**

   LOCATION: **275 Bonaventure Blvd**

   **Weston, Florida 33326**

OWNER REPRSENTATIVE: Name: **Reddy Chitepu, P.E.**

Title: **Director of Public Works - City of Weston**

Email: **rchitepu@westonfl.org**

3. PROJECT: **Fire Station #2** DATE: **12/2018 to 02/2022**

   LOCATION: **525 S. Dixie Highway**

   **City of Coral Gables, FL 33134**

OWNER REPRSENTATIVE: Name: **Edward Lamas**

Title: **Project Manager - Public Works**

Email: **elamas@coralgables.com**

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for **ITB No. 078-24**.

2. This sworn statement is submitted by **J&IC Construction Services LLC** (entity submitting sworn statement), whose business address is **3003 SW 137th Terrace, Miramar, FL 33027** and its Federal Employer Identification Number (FEIN) is **88-2995668**. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is **Jose Capellan Jr.** (please print name of individual signing), and my relationship to the entity named above is **Managing Director**.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

Fill in Form

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jose Capellan Jr.
(Signature)

December 02, 2024
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 02nd Day of December, 2024, by Jose Capellan Jr., who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

**NOTARY PUBLIC:**

SIGN: Mercedes E. Mañana

PRINT: Mercedes E. Mañana
Notary Public, State at large
My Commission Expires: 8/25/2026

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| Jose Capellan Jr. | Managing Director |

**Witnesses:**

Typed name: Isabel Capellan

Typed name: Josefina Capellan

**BIDDER:**

By: _____

Name: Jose Capellan Jr.

Title: Managing Director

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 02, 2024 (*date*) by Jose Capellan Jr. who is personally known to me or who has produced _____ as identification.

My commission expires: 8/25/2026

_____
NOTARY PUBLIC

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

# DRUG-FREE WORKPLACE

*Fill in Form*

## STATEMENT UNDER SECTION 287.087
## FLORIDA STATUES

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Jose Capellan Jr.
Printed Name

J&IC Construction Services LLC
Bidder Name

December 02, 2024
Date

# DRUG-FREE WORKPLACE

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## FLORIDA STATUES

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

Signature

Jose Capellan Jr.
Printed Name

J&IC Construction Services LLC
Bidder Name

December 02, 2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

WITNESS

J&IC Construction Services LLC
CONTRACTOR

December 02, 2024
DATE

CITY OF PLANTATION

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) 12/12/2018

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

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

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | Agent CONTACT INFORMATION / NAIC # |
| | INSURER A : |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

**3736**

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

**J&IC Construction Services LLC**
Company's Name

Authorized Representative Signature

**Jose Capellan Jr.**
Print Name and Title

**December 02, 2024**
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** J&IC Construction Services LLC **Date:** December 02, 2024

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☒ Bid Guarantee Form

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Hazard Mitigation Grant Program Requirement Form

☒ Corporate Resolution Form

☒ Certificate of Insurance Requirements Form

☒ References

☒ Drug Free Workplace Form

☒ Bid Bond Form

☒ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Jose Capellan Jr.

Search By Vendor Name  Search By Job Category  Get All Vendors

# City Of Plantation Registered Vendors

Please input a few letters of the company name, then click the **RED** dropdown box: J&IC Construction

J&IC CONSTRUCTION SERVICES, LLC dba J&IC CONSTRUCTION SERVICES, LLC

| Prefer | Active | CompanyName | Address | City | Contact | Comm Code1 | Comm Code2 | Comm Code3 | Apply Date | Last Purchase Date | Email |
|---|---|---|---|---|---|---|---|---|---|---|---|
| N | N | J&IC CONSTRUCTION SERVICES, LLC dba J&IC CONSTRUCTION SERVICES, LLC | 3003 SW 137TH TERRACE | MIRAMAR | JOSE CAPELLAN | 913 | 150 | | 11/23/2024 | | jcapellan@jiconstruction.net |

WE ARE A LIMITED LIABILITY COMPANY AND THIS IS N/A

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: **J&IC Construction Services LLC**

By (sign): _____

Print Name: **Jose Capellan Jr.**

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 02nd (*date*) by Jose Capellan Jr. (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of J&IC Construction Services LLC (*name of company acknowledging*), a Florida (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: 8/25/2026

Mercedes E. Manana

NOTARY PUBLIC

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 4 ("Project")**
**Agreement No. 078-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 4".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL**<br>*Equipment, Removal, Delivery, Assembly, and Installation*<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 078-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFESSIONAL'S STATUS DURING CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

#### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

## ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 4**
**Project No. 078-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation,

FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1048
# BETWEEN
# CITY OF PLANTATION
# AND
# THE DIVISION OF EMERGENCY MANAGEMENT
# FOR
# HAZARD MITIGATION GRANT PROGRAM (HMGP)

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 22, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-049-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1048 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe
Digitally signed by Laura Dhuwe
Date: 2024.02.23 16:12:15 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1048

**Project Number:** 4486-049-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $775,160.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $813,917.70 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $813,917.70 |
| Federal award project description (see FFATA): | Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: 954-797-2210
Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$775,160.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

-59 Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** CITY OF PLANTATION

By: _____

Name and Title: Nick Sortal, Mayor

Date: Feb. 20, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.23 16:12:01 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 23-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$775,160.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #4 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-049-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #4, located at 8200 Southwest 3rd Street, Plantation, Florida 33324. Coordinates (26.116426, -80.258674).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-

Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #4, in Plantation, Florida 33324, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996,

ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-049-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $397,410.00 | $357,669.00 | $39,741.00 |
| Labor: | $265,120.00 | $238,608.00 | $26,512.00 |
| Fees: | $198,759.00 | $178,883.10 | $19,875.90 |
| **Initial Agreement Amount:** | **$861,289.00** | **$775,160.10** | **$86,128.90** |
| ***Contingency Funds: | $43,064.00 | $38,757.60 | $4,306.40 |
| **Project Total:** | **$904,353.00** | **$813,917.70** | **$90,435.30** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $43,064.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $813,917.70 | (90.00%) |
| Non-Federal Share: | $90,435.30 | (10.00%) |
| **Total Project Cost:** | **$904,353.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipientgthis assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-049-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1048

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | **Division Use Only** | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-049-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1048

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
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| 5 | | | | | |
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| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| **[ ] ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20___-20___ Anticipated Expenditures for First Three Months of Contract |
|---|---|
| For example<br>ADMINISTRATIVE COSTS<br>(Include Secondary Administration.) | |
| For example<br>PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

**QUARTERLY REPORT FORM**

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-049-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1048

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:**

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

**Target Dates (State Agreement)**:
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC):

Signature: Phone:

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:*

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* *Reviewer:* *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-049-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 775,160.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #4, located at 8200 Southwest 3rd Street, Plantation, Florida 33324. Coordinates (26.116426, -80.258674).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 159 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: City of Plantation-Fire Station #4

ADDRESS LINE 2:

ADDRESS LINE 3: 8200 SW 3rd St

CITY Plantation STATE FL ZIP CODE+4** 33324-2716re

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| **Rank** (Highest to Lowest) | **Name (Last, First, MI)** | **Title** | **Total Compensation for Most Recently Completed Fiscal Year** |
|---|---|---|---|
| **1** | | | |
| **2** | | | |
| **3** | | | |
| **4** | | | |
| **5** | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: Feb. 20, 2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☑ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
Name and Title of Sub-Recipient/subcontractor's Authorized Official

Feb. 20, 2024
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | Feb. 20, 2024 |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

# DRUG-FREE WORKPLACE

## STATEMENT UNDER SECTION 287.087
## FLORIDA STATUES

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Jose Capellan Jr.
Printed Name

J&IC Construction Services LLC
Bidder Name

December 02, 2024
Date

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 02nd day of December, 2024, before me, the undersigned authority, personally appeared Jose Capellan Jr., to me known to be the individual described in and who executed the foregoing instrument as Managing Director of J&IC Construction Services LLC a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative José Capellán Jr.

WITNESS my hand and official seal the date aforesaid.

Mercedes E. Mañana (Signature of Notary Public)

Mercedes E. Mañana (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

(NOTARY'S SEAL)

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

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

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

STATE OF **Florida**

COUNTY OF **Miami-Dade**

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this **02** day of **December**, 20**24**, by **Jose Capellan Jr.**, as **Managing Director** for **J&IC Construction Services LLC**, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: **Mercedes E. Mañana** My commission expires: 8/25/2026

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| Jose Capellan Jr. | Managing Director |

**Witnesses:**

Typed name: Isabel Capellan

Typed name: Josefina Capellan

**BIDDER:**

By: Jose Capellan Jr.

Name: Jose Capellan Jr.

Title: Managing Director

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 02, 2024 (*date*) by Jose Capellan Jr. who is personally known to me or who has produced _____ as identification.

My commission expires: 8/25/2026

Mercedes E. Manana
NOTARY PUBLIC

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** J&IC Construction Services LLC **Date:** December 02, 2024

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☒ Bid Guarantee Form

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Hazard Mitigation Grant Program Requirement Form

☒ Corporate Resolution Form

☒ Certificate of Insurance Requirements Form

☒ References

☒ Drug Free Workplace Form

☒ Bid Bond Form

☒ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Jose Capellan Jr.

3913

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* **J&IC Construction Services LLC**

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4<br>As per Addendum #7 Question #3 and the response provided we are including Overhead Coiling Doors similar to Fire Station #6. In addition, we are including the costs to cut the Acoustical Ceiling at each door and repair the Acoustical Ceiling at each door. | **$ 288,206.00** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$403,058.53** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

José Capellán Jr.
(Signature)

December 02, 2024
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 02nd Day of December, 2024, by Jose Capellan Jr., who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

**NOTARY PUBLIC:**

SIGN: Mercedes E. Mañana

PRINT: Mercedes E. Mañana
Notary Public, State at large
My Commission Expires: 8/25/2026

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME: J&IC Construction Services LLC**

1. PROJECT: **2023-6601 - Warehouse Interior Build-out** DATE: **April 2024 to Present**

   LOCATION: **6601 NW 37th Avenue**

   **Miami, Florida 33147**

OWNER REPRSENTATIVE: Name: **Mike Ruiz**

Title: **Vice President**

Email: **miker@gmail.com**

2. PROJECT: **Bonaventure Fire Station #21** DATE: **03/2020 to 07/2021**

   LOCATION: **275 Bonaventure Blvd**

   **Weston, Florida 33326**

OWNER REPRSENTATIVE: Name: **Reddy Chitepu, P.E.**

Title: **Director of Public Works - City of Weston**

Email: **rchitepu@westonfl.org**

3. PROJECT: **Fire Station #2** DATE: **12/2018 to 02/2022**

   LOCATION: **525 S. Dixie Highway**

   **City of Coral Gables, FL 33134**

OWNER REPRSENTATIVE: Name: **Edward Lamas**

Title: **Project Manager - Public Works**

Email: **elamas@coralgables.com**

## SCRUTINIZED COMPANIES CERTIFICATION
## PURSUANT TO FLORIDA STATUTE § 215.4725 AND § 215.473

I, Jose Capellan Jr., on behalf of J&IC Construction Services LLC,
Print Name — Company Name

certifies that J&IC Construction Services LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Manager
Title

(954) 439-0885
Phone

December 07, 2024
Date

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

**J&IC Construction Services LLC**
Company's Name

Authorized Representative Signature

**Jose Capellan Jr.**
Print Name and Title

**December 02, 2024**
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 6 ("Project")**
**Agreement No. 077-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 6".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL** *Equipment, Removal, Delivery, Assembly, and Installation* ***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 077-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFESSIONAL'S STATUS DURING CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

#### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

## ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 6**
**Project No. 077-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation,

FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1046 BETWEEN CITY OF PLANTATION AND THE DIVISION OF EMERGENCY MANAGEMENT FOR HAZARD MITIGATION GRANT PROGRAM (HMGP)

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 26, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-025-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1046 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
Date: 2024.02.28 15:54:07 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1046

**Project Number:** 4486-025-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $803,942.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $844,138.80 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $844,138.80 |
| Federal award project description (see FFATA): | Wind Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Carole Morris
   Assistant City Administrator
   400 NW 73rd Avenue
   Plantation, FL 33317
   Telephone: 954-797-2210
   Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$803,942.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: CITY OF PLANTATION**

By: Nick Sortal

Name and Title: Nick Sortal, Mayor

Date: February 13, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:53:53 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 28-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$803,942.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #6 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-025-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #6, in Plantation, Florida 33322, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
   a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

   (1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

   (2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

   (3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

   (4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

   a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation.

Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-025-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $412,170.00 | $370,953.00 | $41,217.00 |
| Labor: | $274,960.00 | $247,464.00 | $27,496.00 |
| Fees: | $206,139.00 | $185,525.10 | $20,613.90 |
| **Initial Agreement Amount:** | **$893,269.00** | **$803,942.10** | **$89,326.90** |
| ***Contingency Funds: | $44,663.00 | $40,196.70 | $4,466.30 |
| **Project Total:** | **$937,932.00** | **$844,138.80** | **$93,793.20** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** **This project has an estimated $44,663.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $844,138.80 | (90.00%) |
| Non-Federal Share: | $93,793.20 | (10.00%) |
| **Total Project Cost:** | **$937,932.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
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| 5 | | | | | |
| | | | | | |
| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] **ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example**<br>**ADMINISTRATIVE COSTS**<br>**(Include Secondary Administration.)** | |
| **For example**<br>**PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

## QUARTERLY REPORT FORM

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
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CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | |
| Signature: | Nick Sortal |
| Title: | Mayor |
| Date: | 2/14/2024 |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

## FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)

1. The full legal name and business address of the person or entity submitting this bid:

**J&IC Construction Services LLC**

**3003 SW 137th Terrace**

**Miramar, Florida 33027**

2. By submission of this bid and subsequent execution of this Contract, the undersigned Bidder certifies that as Successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

3. The undersigned Bidder certifies that as Successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

4. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid (if applicable) and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes as amended from time to time). The Bidder further identifies the costs (if any) are summarized on this page:

| | Trench Safety Measure | Units of Measure | Unit Quantity | Extended Unit Cost | Cost |
|---|---|---|---|---|---|
| A. | **1** | **LF** | **1** | **$100.00** | **$100.00** |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| | | | | TOTAL: | **$100.00** |

Date: **December 07, 2024**

**Jose Capellan Jr. - Manager**
Name and Title of Authorized Officer

Signature

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by FEI/EIN Number

Florida Limited Liability Company
J&IC CONSTRUCTION SERVICES, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L22000272532 |
| **FEI/EIN Number** | 88-2995668 |
| **Date Filed** | 06/15/2022 |
| **Effective Date** | 06/10/2022 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | LC AMENDMENT |
| **Event Date Filed** | 08/12/2022 |
| **Event Effective Date** | NONE |

**Principal Address**

3003 SW 137TH TERRACE
MIRAMAR, FL 33027

**Mailing Address**

3003 SW 137TH TERRACE
MIRAMAR, FL 33027

**Registered Agent Name & Address**

CAPELLAN, ISABEL V
3003 SW 137TH TERRACE
MIRAMAR, FL 33027

Name Changed: 03/07/2024

**Authorized Person(s) Detail**

**Name & Address**

Title MGR

CAPELLAN, ISABEL
3003 SW 137TH TERRACE
MIRAMAR, FL 33027

Title MGR

CAPELLAN, JOSE, JR
3003 SW 137TH TERRACE
MIRAMAR, FL 33027

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2023 | 01/26/2023 |
| 2024 | 03/07/2024 |

**Document Images**

| | |
|---|---|
| 03/07/2024 -- ANNUAL REPORT | View image in PDF format |
| 01/26/2023 -- ANNUAL REPORT | View image in PDF format |
| 08/12/2022 -- LC Amendment | View image in PDF format |
| 06/15/2022 -- Florida Limited Liability | View image in PDF format |

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK NOTARY PUBLIC Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) Fl (State) 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

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

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

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

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

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

   N/A

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

6. How many years has your organization been in business under its present business name: 9 years

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

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

4095

REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4096

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

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

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

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

4097

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parmattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

Charlotte Ramsaywack
**CONTRACTOR**

12/23/2024
**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

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

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

| PRODUCER | CONTACT NAME: Richard Kerr |
|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933<br>E-MAIL ADDRESS: richard.kerr@ioausa.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| VPR Construction Corporation<br>4762 W Commercial Blvd Tamarac<br>Tamarac, FL 33319 | INSURER A : Specialty Builders Insurance Company | 16826 |
| | INSURER B : Nationwide Assurance Company | 10723 |
| | INSURER C : American Builders Insurance Company | 11240 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT LOC<br>OTHER: | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

## NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

## NOTARY BLOCK FOR A CORPORATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauda, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

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

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

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

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

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

   N/A

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

6. How many years has your organization been in business under its present business name: 9 years

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

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

41148

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

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

04/11/2024 to 04/11/2026

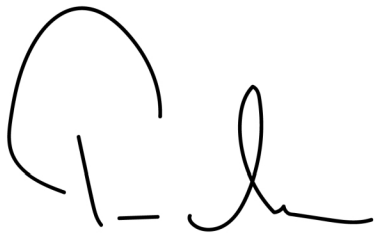

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

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

4149

*Florida Unified Certification Program*

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

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

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

| PRODUCER | CONTACT NAME: Richard Kerr |
|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933<br>E-MAIL ADDRESS: richard.kerr@ioausa.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| VPR Construction Corporation<br>4762 W Commercial Blvd Tamarac<br>Tamarac, FL 33319 | INSURER A : Specialty Builders Insurance Company | 16826 |
| | INSURER B : Nationwide Assurance Company | 10723 |
| | INSURER C : American Builders Insurance Company | 11240 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK NOTARY PUBLIC Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

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

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

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

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

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

   N/A

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

6. How many years has your organization been in business under its present business name: 9 years

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

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

4199

REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4200

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

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

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

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

4201

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parmattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

Charlotte Ramsaywack
**CONTRACTOR**

12/23/2024
**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

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

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

| PRODUCER | CONTACT NAME: Richard Kerr |
|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933<br>E-MAIL ADDRESS: richard.kerr@ioausa.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| VPR Construction Corporation<br>4762 W Commercial Blvd Tamarac<br>Tamarac, FL 33319 | INSURER A : Specialty Builders Insurance Company | 16826 |
| | INSURER B : Nationwide Assurance Company | 10723 |
| | INSURER C : American Builders Insurance Company | 11240 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT LOC<br>OTHER: | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

Gail Conway Abreu

NOTARY PUBLIC

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK NOTARY PUBLIC Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

4230

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

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

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

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

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

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

   N/A

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

6. How many years has your organization been in business under its present business name: 9 years

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

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4252

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

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

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

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

4253

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130

Samuel Febres

***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

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

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

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

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

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

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

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauda, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

4282

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

Plantation
the grass is greener

# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: andy@vprconstructioncorp.com

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

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

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

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

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

   N/A

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

6. How many years has your organization been in business under its present business name: 9 years

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

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

4303

REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4304

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

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

04/11/2024 to 04/11/2026

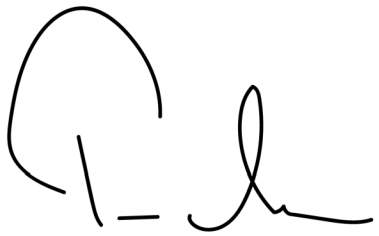

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

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

4305

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parmattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

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

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

| PRODUCER | CONTACT NAME: Richard Kerr |
|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933<br>E-MAIL ADDRESS: richard.kerr@ioausa.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| VPR Construction Corporation<br>4762 W Commercial Blvd Tamarac<br>Tamarac, FL 33319 | INSURER A : Specialty Builders Insurance Company | 16826 |
| | INSURER B : Nationwide Assurance Company | 10723 |
| | INSURER C : American Builders Insurance Company | 11240 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT LOC<br>OTHER: | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

Gail Conway Abreu

NOTARY PUBLIC

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4356

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4357

*Florida Unified Certification Program*

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauda, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) Fl (State) 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4408

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

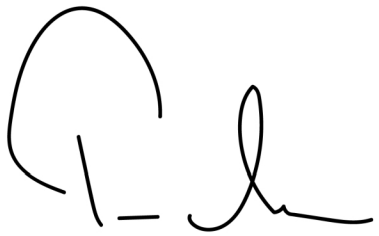

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4409

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130

Samuel Febres

***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parmattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Richard Kerr |
|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933<br>E-MAIL ADDRESS: richard.kerr@ioausa.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| VPR Construction Corporation<br>4762 W Commercial Blvd Tamarac<br>Tamarac, FL 33319 | INSURER A : Specialty Builders Insurance Company | 16826 |
| | INSURER B : Nationwide Assurance Company | 10723 |
| | INSURER C : American Builders Insurance Company | 11240 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4460

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

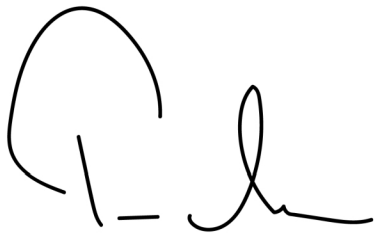

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4461

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

Charlotte Ramsaywack
**CONTRACTOR**

12/23/2024
**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Richard Kerr |
|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933<br>E-MAIL ADDRESS: richard.kerr@ioausa.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| VPR Construction Corporation<br>4762 W Commercial Blvd Tamarac<br>Tamarac, FL 33319 | INSURER A : Specialty Builders Insurance Company | 16826 |
| | INSURER B : Nationwide Assurance Company | 10723 |
| | INSURER C : American Builders Insurance Company | 11240 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT LOC<br>OTHER: | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK NOTARY PUBLIC Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Plantation
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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4512

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4513

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Richard Kerr |
|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933<br>E-MAIL ADDRESS: richard.kerr@ioausa.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| VPR Construction Corporation<br>4762 W Commercial Blvd Tamarac<br>Tamarac, FL 33319 | INSURER A : Specialty Builders Insurance Company | 16826 |
| | INSURER B : Nationwide Assurance Company | 10723 |
| | INSURER C : American Builders Insurance Company | 11240 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CHRISTOPHER O'GWEN NOTARY PUBLIC STATE OF NEW YORK Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) Fl (State) 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

Plantation
the grass is greener

# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
the grass is greener

# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

4563

REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4564

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

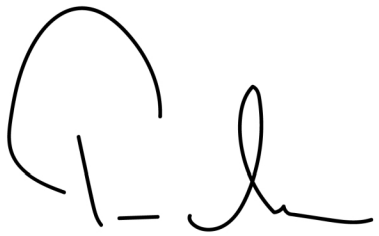

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4565

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

FOREGOING PAGE IS NOT VALID WITHOUT THIS NOTARIAL CERTIFICATE
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4616

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

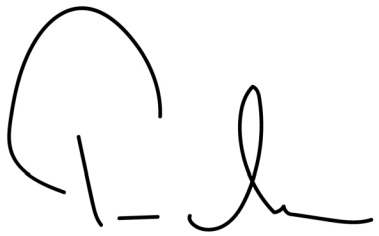

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4617

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

Charlotte Ramsaywack
**CONTRACTOR**

12/23/2024
**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140
FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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The ACORD name and logo are registered marks of ACORD

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of **August 2023**.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On **August 18, 2023** before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GREGG ERIK ENGLEHARDT
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

4646

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4668

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

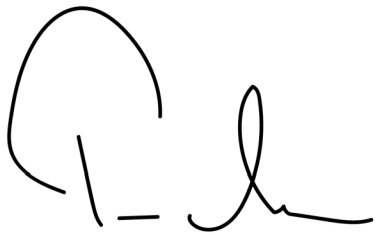

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4669

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parmattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

Charlotte Ramsaywack
**CONTRACTOR**

12/23/2024
**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Richard Kerr |
|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933<br>E-MAIL ADDRESS: richard.kerr@ioausa.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| VPR Construction Corporation<br>4762 W Commercial Blvd Tamarac<br>Tamarac, FL 33319 | INSURER A : Specialty Builders Insurance Company | 16826 |
| | INSURER B : Nationwide Assurance Company | 10723 |
| | INSURER C : American Builders Insurance Company | 11240 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauda, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CHRISTOPHER O'GWEN NOTARY PUBLIC STATE OF NEW YORK Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4720

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

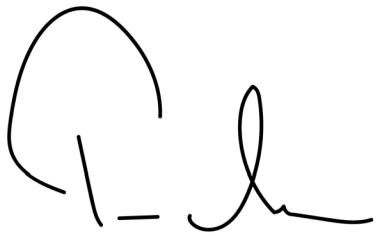

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4721

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130

Samuel Febres

***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140
FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauda, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

4750

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4772

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4773

*Florida Unified Certification Program*

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

Charlotte Ramsaywack
**CONTRACTOR**

12/23/2024
**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140
FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE [X] OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY [X] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB [X] OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB [ ] CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CHRISTOPHER O'GWEN NOTARY PUBLIC STATE OF NEW YORK Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) Fl (State) 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

4823

REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4824

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4825

*Florida Unified Certification Program*

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parmattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140
FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CHRISTOPHER O'GWEN
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

4875

REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4876

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4877

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130




***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

Charlotte Ramsaywack
**CONTRACTOR**

12/23/2024
**DATE**

**CITY OF PLANTATION**

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | | $ |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | AGGREGATE | $ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 1/16/2025

**Base Bid Total:** 384,852.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $270,000.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $384,852.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011345-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Broadway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 4 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

VPR Construction Corporation, Tarabbie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

**One Liberty Plaza, 165 Broadway, New York, NY 10006**

## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CHRISTOPHER O'GWEN NOTARY PUBLIC STATE OF NEW YORK Qualified in New York County 02EN6351223 MY COMMISSION EXPIRES 11/28/2024

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011345-00

No. **7958**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 Nw 87th lane unit 101

Plantation (City) | Fl (State) | 33324 (Zip)

Mailing Address: 461 Nw 87th lane unit 101 Plantation, Fl 33324

Phone No.: 954-859-5496 Fax#: _____

Email Address: andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 22nd, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB No. 078-24.

Addenda Numbers Received:

1-10/7/24
2-10/21/2024
3-10/24/2024
4-10/28/2024
5-10/30/2024
6-11/19/2024
7-11/19/2024
8-12/4/2024

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5** – The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

## This is the Final Site Visit to Take measurements at Fire Station #4:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

## ***The Bid Opening Date has been Changed***

## New Bid Opening Date: January 7, 2025 at 11: 00 AM

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 23rd day of December, 2024, before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corporation, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

Gail Conway Abreu (Signature of Notary Public)

Gail Conway Abreu (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 461 Nw 87th lane unit 101 Plantation, Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.:

EMAIL ADDRESS: andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 461 Nw 87th lane unit 101 Plantation, Fl 33324

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/2012
   b. State of Incorporation: FL
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name:
   f. Treasurer's Name:
   g. Name and address of Resident Agent:

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

      A & M Home Remodeling

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881/ CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

President 12 years of construction experience, Vice President has 21 years of experience, Project Manager has 20 years of experience.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/23/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:
**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.



REN24-03525 • Paid: •

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4928

# State of Florida

## Woman & Minority Business Certification

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

4929

# Florida Unified Certification Program

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

# CERTIFICATE OF ELIGIBILITY

***VPR CONSTRUCTION CORPORATION***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

*APPROVED NAICS CODES:*

236116, 236118, 236210, 236220, 238110, 238130

Samuel Febres

***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: On- going

   LOCATION: Various renovation projects throughout the County on various government funded properties.

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Doors & Windows Replacement DATE: 04/2024

   LOCATION: City of Plantation
   511 North Fig Tree Lane,
   Plantation, Florida 33317.

OWNER REPRSENTATIVE: Name: Elson Soto, Jr

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44- Replacement of Curtain Wall DATE: 07/2022

   LOCATION: City of North Lauderdale
   7700 Hampton Blvd.
   North Lauderdale, FL 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 078-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 461 Nw 87th lane unit 101 Plantation, Fl 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parbattie Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/23/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23rd Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

**NOTARY PUBLIC:**

SIGN: Gail Conway Abreu

PRINT: Gail Conway Abreu
Notary Public, State at large
My Commission Expires: 12/5/2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A ; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parrattie Ramsaywack | 12/23/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | N/A |

**Witnesses:**

Typed name: Vickram Ramsaywack

Typed name:

**BIDDER:**

By: VPR Construction Corporation, Parbattie Ramsaywack

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires:

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Printed Name

VPR Construction Corporation
Bidder Name

12/23/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS**

**CONTRACTOR**

12/23/2024

**DATE**

**CITY OF PLANTATION**

ACORD

VPRCONS-01

FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140
FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | | |
| | CLAIMS-MADE [X] OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY [X] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | | $ |
| | X ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB [X] OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB [ ] CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywack
Authorized Representative Signature

Parbattie Ramsaywack, President
Print Name and Title

12/23/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 461 Nw 87th lane unit 101 Plantation, Fl 33324. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbattie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 078-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 23rd day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Parbattie Ramsaywack | | President | | |
| Vickram Ramsaywack | | VP | | |
| | | | | |

This 23rd day of December, 2024.

# HAZARD MITIGATION GRANT PROGRAM REQUIREMENTS

*Fill in Form*

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/23/2024 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR Construction Corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 12/5/2027

GAIL CONWAY ABREU
MY COMMISSION # HH 430761
EXPIRES: December 5, 2027

Gail Conway Abreu

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack, President
Name and Title

461 Nw 87th lane unit 101
Street Address

Plantation, FL 33324
City, State, Zip

12/23/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1048**
DEM Contract Number

**4486-049-R**
FEMA Project Number

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NONE | |

**Witnesses:**

Brandon Cartagena
Typed name:

Berlin Mejia
Typed name:

**BIDDER:**

By: E. B. Berhane

Name: E. Bennet Berhane

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 27th Dec. 2024 (*date*) by Fessahaie B. Berhane who is personally known to me or who has produced _____ as identification.

My commission expires:
Dec 20, 2024

Alganesh Ghebreegziabiher
NOTARY PUBLIC

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**

**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Juliana Enterprises, inc DBA- Adal F-G-C

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $ 239,571 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 354,423.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# GENERAL TERMS AND PROVISIONS

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

## GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Brandon Cartagena — Witness

F. B. Berhane — (Authorized Signature in Ink or Electronic)

Adrian Mesa — Witness

F. Bennet Berhane — (Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President — (Printed Title of Above Signer)

1-6-2025 — (Date Signed)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 6th day of Jan., 2025, by Fessahaie B. Berhane, as president for Adal FGC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Alga

Print Name: _____

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 615741
My Commission Expires
December 20, 2028

State of Florida at Large (Seal)

My commission expires: Dec 20, 2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, F. Bennet Berhane on this 6TH, day of January, 2024 hereby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB NO: 078-24 Windows and Doors Replacement – Fire station #4

Addenda Numbers Received:

1 – October 1, 2024
2 – October 21, 2024
3 – October 24, 2024
4 – October 28, 2024
5 – October 30, 2024
6 – November 19, 2024
7 – November 19, 2024
8 – December 4, 2024

AUTHORIZED SIGNATURE: F. B. Berhane

PRINTED NAME OF ABOVE: F. Bennet Berhane

TITLE OF ABOVE: President

COMPANY NAME: Adal FGC

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 6th day of January, 2025, before me, the undersigned authority, personally appeared Fessahaie B. Berhane to me known to be the individual described in and who executed the foregoing instrument as president of Adal FGC, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative F B Berhane

WITNESS my hand and official seal the date aforesaid.

Alg (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 615741
My Commission Expires
December 20, 2028

Personally, known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

---

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF _____ )

SS

COUNTY OF _____ )

N/A

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

N/A

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Adal FGC

NAME: F. Bennet Berhane

ADDRESS: 1520 NW 65 Ave #3 Plantation, FL 33313

TELEPHONE NO.: 786-208-3493 / 954-945-5355

FAX NO.: 954-945-5355

EMAIL ADDRESS: berben1953@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Juliana Enterprises, inc DBA Adal FGC

The address of the principal place of business is: 1520 NW 65 Ave #3 Plantation FL. 33313

The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) V

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: December 15th, 1992
   b. State of Incorporation: Florida
   c. President's Name: F. Bennet Berhane
   d. Vice President's Name: Robel Berhane
   e. Secretary's Name: Helen Fitiwi
   f. Treasurer's Name: Olga Berhane
   g. Name and address of Resident Agent: F. Bennet Berhane
      3552 Oak Ridge Cir
      Weston, FL. 33331

4962

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



## ONLINE SERVICES

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## LICENSEE DETAILS

*4:19:45 PM 1/6/2025*

### Licensee Information

| | |
|---|---|
| Name: | **BERHANE, F BENNET (Primary Name)** |
| | **ADAL FGC (DBA Name)** |
| Main Address: | **1520 NW 65 AVENUE # 3 PLANTATION Florida 33313** |
| County: | **BROWARD** |
| License Location: | **1520 NW 65 AVE 3 PLANTATION FL 33313** |
| County: | **BROWARD** |

### License Information

| | |
|---|---|
| License Type: | **Certified General Contractor** |
| Rank: | **Cert General** |
| License Number: | **CGC1528427** |
| Status: | **Current,Active** |
| Licensure Date: | **12/06/2019** |
| Expires: | **08/31/2026** |

| Special Qualifications | Qualification Effective |
|---|---|
| **Construction Business** | **12/06/2019** |

### Alternate Names

View Related License Information
View License Complaint



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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following: N/A

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Active, Actal FGC

6. How many years has your organization been in business under its present business name: 32

   a. Under what other former names has your organization operated?

   Juliana Enterprises, Inc. DBA Power Pro

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC-1528427

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   NONE

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    NONE

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NONE

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NONE

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NONE

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Mr. Glass Doors and Windows Manufacturer
7900 NW 103 St, Hialeah Gardens, FL 33016

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Ceasar Lift, Trucks

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

NONE

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Brandon Cartagena
Witness

F. B. Berhane
(Authorized Signature in Ink)

Arlin Mena
Witness

F. Bennet Berhane
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

1-6-2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Juliana Enterprises, inc DBA Adal FGC

1. PROJECT: BSD Fleet Services DATE: 4-23-23

LOCATION: 6700 Powerline Rd
Fort Lauderdale
954-270-1646

OWNER REPRSENTATIVE: Name: Robert Biondo

Scope: Replaced 38 Impact Doors $145,000

Title: Director of Facility services

Email: robert_biondo@sheriff.org

2. PROJECT: Broward College DATE: All year Agreement

LOCATION: 3501 Davie Road
Davie, FL. 33314
$210,000.

Scope: Renovations Electrical, Doors, Walls & Door/windows

OWNER REPRSENTATIVE: Name: Evan Beardsley

Title: Facilities Supervisor

Email: ebeads1@broward.edu

3. PROJECT: Windows & Doors Replacement DATE: May 22, 2024

LOCATION: City of Lighthouse point
Impact Windows & Doors Replacement
Public work & Tennis Center.

OWNER REPRSENTATIVE: Name: James Finley

$80,000

Title: Assistance to the director public work

Email: jfinley@lighthousepoint.com

O-954-946-7386
C-954-868-4153

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Fire station #4

2. This sworn statement is submitted by Adal FGC (entity submitting sworn statement), whose business address is 1520 NW 65 AVE #3 Plantation and its Federal Employer Identification Number (FEIN) is 65-0384638. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: F. Bennet Berhane, President

3. My name is F. Bennet Berhane (please print name of individual signing), and my relationship to the entity named above is President-owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

__✓__ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

F. B. Berhane
(Signature)

1-6-2025
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6th Day of January, 2025, by Fessahaie B. Berhane, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 615741
My Commission Expires
December 20, 2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Alganesh Ghebreegziabiher
Notary Public, State at large
My Commission Expires: Dec 20, 2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| Berhane, F. Bennet | President |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| P.O. BOX 170328 | |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| Miami Gardens 33017 M Dade | |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (✓) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (✓) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   Doors, Windows, Garage Doors, and _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   Mr. Glass Doors & Windows 7900 NW 103 St Hialeah Gardens FL. 33016
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; (✓) Other, please describe: NONE

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| F. B. Berhane | 1-6-2025 | 1-7-2025 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Brandon Cartagena
Typed name:

Arlin Mejia
Typed name:

**BIDDER:**

By: F. B. Berhane

Name: F. Bennet Berhane

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this Jan 6th 2025 (*date*) by Fessahaie B. Berhane who is personally known to me or who has produced _____ as identification.

My commission expires: Dec 20, 2028

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 615741
My Commission Expires
December 20, 2028

NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

## STATEMENT UNDER SECTION 287.087 FLORIDA STATUES

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

F. B. Berhane
Signature

R. Bennet Berhane
Printed Name

Adal FGC
Bidder Name

1-6-2025
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| Schedule | Limits |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Brandon Cartagena — F.B. Berhane

**WITNESS** — **CONTRACTOR**

Arlin Moya

**DATE** — **CITY OF PLANTATION**

4976

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Acentria Insurance - KOS - Miami
3750 NW 87th Ave
Ste 700
Doral FL 33178-2421

License#: L100460

**CONTACT NAME:** Carmen Rivera
**PHONE (A/C, No, Ext):** 305-595-3234 **FAX (A/C, No):** 786-393-6426
**E-MAIL ADDRESS:** carmen.rivera@acentria.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nationwide General Insurance Company | 23760 |
| INSURER B : Infinity Auto Insurance Company | 11738 |
| INSURER C : Normandy Insurance Company, Inc. | 13012 |
| INSURER D : Evanston Insurance Company | 35378 |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Juliana Enterprises, Inc. dba Power Pro and Adal FGC
P.O. Box 170328
Hialeah FL 33017

JULIENT-01

**COVERAGES** **CERTIFICATE NUMBER:** 883278134 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | | ACPCG013211394795 | 6/9/2024 | 6/9/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY X SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 50006866201 | 4/27/2024 | 4/27/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| D | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | Y | | EZXS3183189 | 12/16/2024 | 8/9/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | NHFL0119602024 | 5/2/2024 | 5/2/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Electrical Contractor & General Contractor.

The City of Sunrise and Homeowners listed on the attached supplement are endorsed as Additional Insured on the Commercial General Liability per written contract. The Excess Liability Is provided on a follow form basis.

Homeowners
Isaac Edwards: 2220 Sunset Strip, Sunrise, FL 33313
Sherika Creary: 6801 NW 29 Street, Sunrise, FL 33313
See Attached...

Sample

**CERTIFICATE HOLDER**

City of Sunrise & Homeowners
Risk Management Division
Attn: Risk Management
10770 W. Oakland Park Blvd, 3rd Floor
Sunrise, FL 33351
United States

City of Plantation

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Charles H. Fydell

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# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Adal Fac
Company's Name

F. B. Berhane
Authorized Representative Signature

F. Bennet Berhane, President
Print Name and Title

1-6-2025
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Adal Fac **Date:** 1-6-25

**Base Bid Total:** $354,423.53

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: F. B. Berhane Printed Name: F. Bennet Berhane

# CORPORATE RESOLUTION

I hereby certify that I, F. Bennet Berhane, am the undersigned Secretary of Adal FGC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 1520 NW 65 Ave #3 Plantation, FL The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 6th day of December 24, at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that F. Bennet Berhane (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Doors & Windows Replacement at Fire Station #4 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 6th day of January 20 25

# CORPORATE RESOLUTION

Juliana Enterprises, Inc

We the below mentioned officers of this Corporation, a DBA Adal FAC corporation, do certify that Helen Fitiwi (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| F. Bennet Berhane | | President | | F.B. Berhane |
| Helen Fitiwi | | Secretary | | Hfitiwi |
| | | | | |

This 7th day of December, 20 24

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Adal FGC

By (sign): F.B. Berhane

Print Name: F. Bennet Berhane

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____ N/A

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 1/6/2025 (*date*) by F. Bernd Berkow (*name of officer or agent, title of officer or agent*), of Adal FGC (*name of corporation acknowledging*), a FL (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: Dec 20, 2028 _____

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 615741
My Commission Expires
December 20, 2028

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

N/A

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Best Home Protection Windows & Doors Inc., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Best Home Protection Windows & Doors Inc.

By: _____
Signature

Yasmany Iglesias, President
Name and Title

7900 NW 103 st,
Street Address

Hialeah, Fl, 33016
City, State, Zip

6/1/2025
Date

City of Plantation
Sub-Recipient's Name

H1048
DEM Contract Number

4486-049-R
FEMA Project Number

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

ADAL FGC
1520 NW 65 AVE 3
PLANTATION FL 33313

**LICENSE NUMBER: CGC1528427**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

4985

9867

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA**
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**
**ELECTRICAL CONTRACTORS' LICENSING BOARD**

**LICENSE NUMBER: EC0001903**

**EXPIRATION DATE: AUGUST 31, 2026**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BERHANE, F BENNET
JULIANA ENTERPRISES, INC DBA POWER PRO
1520 NW 65 AVENUE, STE #3
PLANTATION FL 33313

ISSUED: 08/20/2024

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS' LICENSING BOARD

LICENSE NUMBER: EC0001903

EXPIRATION DATE: AUGUST 31, 2026

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BERHANE, F BENNET
JULIANA ENTERPRISES, INC DBA POWER PRO
1520 NW 65 AVENUE, STE #3
PLANTATION FL 33313

ISSUED: 08/20/2024

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

# BID BOND

COPY

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. 55207

CONTRACTOR:
Name: Juliana Enterprises, Inc. dba ADAL FGC
Legal Status: Florida Corporation
Address: 1520 NW 65th Ave
Plantation FL 33313

SURETY:
Name: American Southern Insurance Company
Legal Status: Kansas Corporation
Principal place of Business: 365 Northridge Rd. Ste250
Atlanta, GA 30350

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount Bid

PROJECT:
Replace Windows and Doors -Fire Station #4
Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

Juliana Enterprises, Inc. dba ADAL FGC
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

American Southern Insurance Company
(Name of Surety)

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1936
KANSAS

8867

# AMERICAN SOUTHERN INSURANCE COMPANY

**Home Office:** 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

**Mailing Address:** P. O. Box 723030
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

By: _____
Melonie A. Coppola, Secretary

American Southern Insurance Company

By: _____
Scott G. Thompson, President

AMERICAN SOUTHERN INSURANCE COMPANY CORPORATE SEAL EST. 1936 KANSAS

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 22nd day of June 2023, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025

KANESHA WHITE NOTARY PUBLIC ROCKDALE COUNTY GEORGIA My Commission Expires 11-07-2025

STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 10th day of December, 2024.

AMERICAN SOUTHERN INSURANCE COMPANY CORPORATE SEAL 1936 KANSAS

Robert H. Knight, Executive Vice President

Power No. 55207

4989

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

*****The Bid Opening Date has been Changed*****

**New Bid Opening Date: January 7, 2025 at 11: 00 AM**

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Adal F G C

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1** – **Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

**Question No. 2** - Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3 –** The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Adal FOC

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Adal F & C

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

**This is the Final Site Visit to Take measurements at Fire Station #4:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Adal FGC

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Adal FGC

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# ADDENDUM NO. 3

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $24,417.53 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $90,435 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Adal FGC

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Adal Fac

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Adal FAC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | **$** |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NONE | |

**Witnesses:**

Brandon Cartagena
Typed name:

Berlin Mejia
Typed name:

**BIDDER:**

By: E. B. Berhane

Name: E. Bennet Berhane

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 27th Dec. 2024 (*date*) by Fessahaie B. Berhane who is personally known to me or who has produced _____ as identification.

My commission expires:
Dec 20, 2024

Alganesh Ghebreegziabiher
NOTARY PUBLIC

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by FEI/EIN Number

Florida Profit Corporation
JULIANA ENTERPRISES, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P92000011544 |
| **FEI/EIN Number** | 65-0384638 |
| **Date Filed** | 12/14/1992 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | NAME CHANGE AMENDMENT |
| **Event Date Filed** | 12/07/1995 |
| **Event Effective Date** | NONE |

**Principal Address**

1520 NW 65 Avenue
UNIT # 3
Plantation, FL 33313

Changed: 04/06/2017

**Mailing Address**

PO BOX 170328
HIALEAH, FL 33017-0328

Changed: 02/21/2005

**Registered Agent Name & Address**

BERHANE, F. BENNET
3852 OAK RIDGE CIR
WESTON, FL 33331

Name Changed: 02/21/2005

Address Changed: 04/26/1999

**Officer/Director Detail**

**Name & Address**

Title PD

BERHANE, F. BENNET
3852 OAK RIDGE CIR
WESTON, FL 33331

Title Manager

Berhane, Abel
3852 Oak Ridge Circle
weston, FL 33331

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 03/25/2022 |
| 2023 | 04/26/2023 |
| 2024 | 04/15/2024 |

**Document Images**

| | |
|---|---|
| 04/15/2024 -- ANNUAL REPORT | View image in PDF format |
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| 04/23/2014 -- ANNUAL REPORT | View image in PDF format |
| 03/25/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2011 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/05/2008 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2007 -- ANNUAL REPORT | View image in PDF format |
| 04/19/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/21/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/19/2004 -- ANNUAL REPORT | View image in PDF format |
| 03/17/2003 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2002 -- ANNUAL REPORT | View image in PDF format |
| 04/04/2001 -- ANNUAL REPORT | View image in PDF format |
| 01/18/2000 -- ANNUAL REPORT | View image in PDF format |
| 04/26/1999 -- ANNUAL REPORT | View image in PDF format |
| 02/25/1998 -- ANNUAL REPORT | View image in PDF format |
| 05/05/1997 -- ANNUAL REPORT | View image in PDF format |
| 05/01/1996 -- ANNUAL REPORT | View image in PDF format |

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Mike Goodwin, on this _____, day of _____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB -078-24.

Addenda Numbers Received:

#1 - 10/7/24
#2 - 10/21/24
#3 - 10/24/24
#4 - 10/28/24
#5 - 10/30/24
#6 - 11/19/24
#7 - 11/19/24
#8 - 12/4/24

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Mike Goodwin

TITLE OF ABOVE: Project Director

COMPANY NAME: Roof Painting By Hartzell

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Haetzell / mike Goodwin

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2** - Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

**This is the Final Site Visit to Take measurements at Fire Station #4:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1** – **Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

*****The Bid Opening Date has been Changed*****

**New Bid Opening Date: January 7, 2025 at 11: 00 AM**

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY)
12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No):<br>Agent CONTACT INFORMATION |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

NAIC #

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO- C JECT LO | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR CLAIMS- | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ? | N / A | X | | | | X PER STATUTE / OTH-ER | |
| | (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds:**

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

WITNESS

Mike Goodwin - Hurtzell
CONTRACTOR

DATE

CITY OF PLANTATION

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY): 12/12/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Agent Name |
|---|---|
| American Underwriters<br>Miami, FL 33166 | (A/C, No, Ext): FAX (A/C, No): |
| | Agent CONTACT INFORMATION / NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-C JECT LO | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR CLAIMS- | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | X | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EAEMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# CITY OF PLANTATION

800,000

Plantation
the grass is greener

# INVITATION TO BID

# ITB NO. 078-24

**"Windows and Doors Replacement – Fire Station # 4"**

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 8, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 22, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Roof Painting By Hartzell

Vendor FEIN: 59-1144111

Vendor's Authorized Representative Name and Title: Mike Goodwin, Project Director

Address: 3195 N. Powerline Rd, STE 101

City: Pompano Beach State: FL Zip: 33069

Phone Number: 954-658-0515

Email Address: mgoodwin@myhartzell.com

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Mike Goodwin

Date: 12/19/24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

**Roof Painting by Hartzell Inc**
**Recent Lawsuits**

**Roof Painting by Hartzell Inc Plaintiff vs. Big Span Structures LLC Defendant**

**Filing Date:** 06/23/2023

Contract and Indebtedness Damages more than $30,000 up to $50,000

**Description:** Big Span Structures LLC contracted by City of Pompano Beach "design, engineer, fabricate and install the approximate 35,000 sq. ft. of PVC membrane roof, the supporting steel structure, cables, clamping and hardware" for the Pompano Beach Amphitheater. Big Span Structures, LLC subcontracted with Roof Painting by Hartzell Inc to pressure clean or chemically wipe all metal surfaces grind rusted metal to clean surface prime and paint the Metal Superstructure. Roof Painting by Hartzell Inc completed the work and Big Span Structures LLC failed to pay under the terms of the subcontractor agreement.

**Ama 2, Corp Plaintiff vs. Roof Painting by Hartzell, Inc, et al Defendant**

**Filing Date:** 06/01/2023

Contract and Indebtedness Damages more than $50,000

**Description:** Roof Painting by Hartzell, Inc. engaged Ama 2, Corp as a subcontractor. During the course of Roof Painting by Hartzell, Inc.'s dealing with Ama 2, Corp., Ama 2, Corp was unable to provide "As Built Drawings" to substantiate work performed. Under the Subcontractor agreement in place Roof Painting by Hartzell, Inc. withheld payment on any unsubstantiate work. Ama 2, Corp. filed a breach of contract suite.

**Roof Painting by Hartzell Inc Plaintiff vs. A 2 Z Contracting Incorporated Defendant**

**Filing Date:** 02/01/2021

Contract and Indebtedness Damages more than $8,000 up to $15,000

**Description:** A 2 Z Contracting retained Roof Painting by Hartzell Inc. as a subcontractor to paint at least 4 homes. The Subcontract was not fully performed as A 2 Z Contracting failed to Roof Painting by Hartzell Inc. as work was being performed. Roof Painting by Hartzell Inc. brought suite for breach of contract. The case was decided in Roof Painting by Hartzell Inc.'s favor.

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

WITNESS

Mike Goodwin - Huntzell
CONTRACTOR

DATE

CITY OF PLANTATION

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY): 12/12/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No): |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | Agent CONTACT INFORMATION / NAIC #<br>INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $ 5,000 |
| | POLICY PRO- C JECT LO | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR CLAIMS- | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? | N/A | X | | | | X PER STATUTE OTH-ER | |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

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CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Roof Painting By Hartzell Inc

NAME: Mike Goodwin

ADDRESS: 3195 N. Powerline Rd, Pompano Beach FL 33069

TELEPHONE NO.: 954-658-0515

FAX NO.: 954-957-9761

EMAIL ADDRESS: mgoodwin@myhartzell.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Roof Painting By Hartzell Inc

   The address of the principal place of business is: 3195 N. Powerline Rd, STE 101, Pompano Beac 3306

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 5/11/1966
   b. State of Incorporation: Florida
   c. President's Name: Edward Holman
   d. Vice President's Name: _____
   e. Secretary's Name: Toni Holman
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

N/A

a. Date of organization: _____

b. Name, address and ownership units of all partners: ~~Edward Holman~~

_____

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Edward Holman, Toni Holman - 3195 N. Powerline Rd, Pompano Beach FL 3306

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Hartzell Painting

6. How many years has your organization been in business under its present business name: 76

a. Under what other former names has your organization operated?

none

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

CGC1517138,

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NO

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

SEE Attached List

*Quality* *Service* *Integrity*

HARTZELL
CONSTRUCTION, INC.

October 25, 2022

**Key Employee List: Unit 43-Mirasol Boardwalk Repair and Renovation Project PRJ-637**

**Edward Holman – President**
**954-957-9761**

**George Holman – Senior Vice President**
**954-957-9761**

**Mike Goodwin Municipalities Project Director 954-658-0515**
**mgoodwin@myhartzell.com**

**Brad Wagner Project Manager, Engineer 954-290-3353**
**bradw@myhartzell.com**

**Bob Cole Project Manager 561-523-7245**
**bobc@myhartzell.com**

**Bill Butzback operations manager**
**billb@myhartzell.com**

**Nino Ferrira – Onsite Supervision -561-305-8145**
**Nino@myhartzell,com**

**Nathan Atkn – Director of Construction operation**
**954-957-9761**

**Tom Ray – Project manager**
**954-957-9761**

**Jim Edington- Project Manager**
**954-957-9761**

PHONE: 954-957-9762 ■ FAX: 954-957-9766 ■ TOLL FREE: 866-957-9762
2301 N.W. 33rd Court, Suite 113 ■ Pompano Beach, FL. 33069

*Michael Goodwin*
**Project Director**
**Mobile: 954-658-0515**

**PHONE: 954-957-9762 ▪ FAX: 954-957-9766 ▪ TOLL FREE: 866-957-9762**
**2301 N.W. 33rd Court, Suite 113 ▪ Pompano Beach, FL. 33069**

12/19/2024

*Quality* *Service* *Integrity*

# Roof Painting by Hartzell, Inc.

**Roof painting By Hartzell**
**3195 N. Powerline RD.**
**Pompano Beach Florida 33069**

**Re: Key Employee List-**

| | | | |
|---|---|---|---|
| **Edward Holman** | **President** | **42 yrs.** | **954-957-9761** |
| **Majid Shah** | **CFO** | **8yrs** | **954-957-9761** |
| **Nathan Atkin** | **COO** | **5yrs** | **954-957-9716** |
| **Mike Goodwin** | **Project Director** | **12yrs** | **954-658-0515** |
| mgoodwin@myhartzell.com | | | |
| **Carly Taylor** | **Operations Manager** | **22yrs** | **954-393-9080** |
| **carly@hartzellpaint.com** | | | |
| **Fred Collins** | **Vice President** | **28yrs** | **954-658-0510** |
| **Fred@hartzellpaint.com** | | | |
| **George Holman** | **Vice President** | **28 yrs.** | **954-658-0530** |
| georgemyhartzell.com | | | |
| **Nino Ferreira** | **Project Supervisor** | **18yrs** | **561-607-8382** |
| **nino@myhartzell.com** | | | |

**Hartzell Painting**
**Mike Goodwin**
**954-658-0515**
**mgoodwin@myhartzell.com**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

See Attached List

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

none

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

no

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Installation of Roll up door's - Overhead Door Company

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

All Necessary Equipment To Perform, Lifts, Ladders, Tools

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | N/A |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| N/A | | | N/A |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| N/A | | | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved:

   N/A

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

954-673-8119

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/16/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

(Authorized Signature in Ink)

KYLE HOLDER
Witness

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/19/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:**

1. PROJECT: ST Thomas University DATE: 12/7/25

LOCATION: 16401 NW 37th AVE
Miami Gardens FL
Maintenance Warehouse

OWNER REPRSENTATIVE: Name: Chris Tarrant
Title: Facilities Supervisor
Email: CTarrant@stu.edu

2. PROJECT: City of Sunrise DATE: 2017

LOCATION: Roake Hall
777 Sawgrass Corp. Parkway
Sunrise FL 33025

OWNER REPRSENTATIVE: Name: Megan Kaufman
Title: Capital Projects Supervisor
Email: mkaufman@sunrisefl.gov

3. PROJECT: City of Sunrise DATE: 2022

LOCATION: City Hall

OWNER REPRSENTATIVE: Name: Marinelly Frias
Title: Project Manager
Email: mfrias@sunrisefl.gov

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

(Authorized Signature in Ink or Electronic)

KYLE HOLDER
Witness

Mike Goodwin
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Project Director
(Printed Title of Above Signer)

12/19/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 20 day of DECEMBER, 2024, by MIKE GOODWIN, as PROJECT DIRECTOR for HARTZELL PAINTING, who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

Print Name: KYLE HOLDER

State of Florida at Large (Seal)

My commission expires: 07/16/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| n/a | | | n/a |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| n/a | | | n/a |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| n/a | | | n/a |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person; n/a

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   ( ) Other, please describe:

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## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING: N/A

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Majid Shah ASCFO | 12/19/24 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Roof Painting By Hartzell
Company's Name

Authorized Representative Signature

Mike Goodwin - Project Director
Print Name and Title

12/19/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Roof Painting By Hartzell

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $ 223050.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 337,902.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* 140 | The work shall be completed within **210** calendar days. |

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Hartzell **Date:** _____

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: Mike Goodwin

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Mike Goodwin, on this _____, day of _____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB -078-24.

Addenda Numbers Received:

#1 - 10/7/24
#2 - 10/21/24
#3 - 10/24/24
#4 - 10/28/24
#5 - 10/30/24
#6 - 11/19/24
#7 - 11/19/24
#8 - 12/4/24

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Mike Goodwin

TITLE OF ABOVE: Project Director

COMPANY NAME: Roof Painting By Hartzell

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Haetzell / mike Goodwin

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

**This is the Final Site Visit to Take measurements at Fire Station #4:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartrell / Mike Goodwin

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Haertzell / Mike Goodwin

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 –** Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

*****The Bid Opening Date has been Changed*****

**New Bid Opening Date: January 7, 2025 at 11: 00 AM**

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | |

**Witnesses:** _____

KYLE HOLDER
Typed name:

Typed name:

**BIDDER:** _____

By: Roof Painting By Hartzell

Name: Mike Goodwin

Title: Project Director

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this DECEMBER 20, 2024 (*date*) by Mike Goodwin who is personally known to me or who has produced _____ as identification.

My commission expires: 07/16/2028

_____
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Mike Goodwin
Printed Name

Mike Goodwin
Bidder Name

12/9/24
Date

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB-078-24.

2. This sworn statement is submitted by Haetzell (entity submitting sworn statement), whose business address is 395 N. Powerline Rd and its Federal Employer Identification Number (FEIN) is 59-1144111. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Mike Goodwin (please print name of individual signing), and my relationship to the entity named above is Project Director.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/19/24
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 Day of DECEMBER, 2024, by Mike Goodwin, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: KYLE HOLDER
Notary Public, State at large
My Commission Expires: 07/16/2028

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 20 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared Mike Goodwin, to me known to be the individual described in and who executed the foregoing instrument as Project Director of Roof Painting By Hartzell a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

KYLE HOLDER (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

N/A

STATE OF FLORIDA )

SS

COUNTY OF BROWARD )

On this 20 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

Scrut.

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Roof Painting By Hartzell

Vendor FEIN: 59-1144111

Vendor's Authorized Representative Name and Title: Mike Goodwin - Project Director

Address: 3195 N. Powerline Rd

City: Pompano Bch State: FL Zip: 33069

Phone Number: 954-658-0515

Email Address: mgoodwin@myhartzell.com

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Mike Goodwin - Project Director

Date: 12/9/24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 20 (*date*) by DECEMBER (*name of officer or agent, title of officer or agent*), of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: Roof Painting By Hartzell, Inc.
Legal Status: Corporation
Address: 3195 N. Powerline Road, Suite 101
Pompano Beach, FL 33069

SURETY:
Name: Developers Surety and Indemnity Company
Legal Status: Corporation
Principal place of Business: 800 Superior Avenue E., 21st Floor
Cleveland, OH 44144

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five (5%) Percent of Amount Bid

PROJECT:
Windows and Doors Replacement - Fire Station #4, ITB No. 078-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 4, 2024.

Roof Painting By Hartzell, Inc.
(Name of CONTRACTOR)

By:
(As Attorney in Fact) Warren Alter, Attorney-in-Fact

Developers Surety and Indemnity Company
(Name of Surety)

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hoang-Quyen Pham

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 4th day of December 2024.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

**LOCATED AT**
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL 33069

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|---|---|---|---|---|---|
| GENERAL CONTRACTOR | FERRIGNO WILLIAM ANTHONY Jr | CGC1517138 | B24.641942 08/01/2024 | $27.50 | B40182117 |

This document is valid only when receipted by the Tax Collector's Office.

2 - 448
ROOF PAINTING BY HARTZELL INC
HARTZELL PAINTING
3195 N POWERLINE RD STE 101
POMPANO BEACH FL 33069-1052

**STATE OF FLORIDA**
**PALM BEACH COUNTY**
**2024 / 2025 LOCAL BUSINESS TAX RECEIPT**
**LBTR Number: 2023156320**
**EXPIRES: 09/30/2025**

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ROOFP-2

OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER 954-340-9551<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B : FCCI INSURANCE CO. — 33472<br>INSURER C : INSURANCE CO OF THE WEST — 27847<br>INSURER D : IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 00132197-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X BLANKET ADDL INSD | | | PRIMARY & NONCONTRIBUT | | | MED EXP (Any one person) | $ 5,000 |
| | X BLANKET WAIVER | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 0 | | | | | | SEE NOTES | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | | WFL503648407 | 04/15/2024 | 04/15/2025 | X PER STATUTE X OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) | | | BLANKET WAIVER INCLUDED | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

O: 954-957-9761 F: 954-957-9766
**Roof Painting by Hartzell, Inc.**
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

# Roof Painting by Hartzell Inc.

| | |
|---|---|
| Type of Firm | Florida C-Corp (5/11/1966) |
| FEIN | 59-1144111 |
| Officers | Edward Holman, President |
| Categories of Work | General painting commercial and residential, pressure cleaning and weather proofing needs, concrete sealing and staining, decorative concrete finishes, specialty coatings, wood sealing and staining |
| Geographic are of work | Florida |
| Insurance | GL/Auto/Inland/Marine<br>United Specialty Insurance Company<br>$7,000,000<br><br>Workman's Compensation<br>United Specialty Insurance Company<br>$1,000,000 |
| Bonding | Alter Surety, Warren Alter |
| Banking | PNC Financial Services - Teresa Salemi 954-745-1409<br>PNC Treasury Management – Joseph Howell 954-745-1418 |
| Credit References | Sherwin Williams Company - Veronica Moran 954-495-7126<br><br>High Reach 2 – Terry Bertoglio 321-275-2100<br><br>Sunbelt Rentals – Maureen Wood 407-816-1591 |

Mike Goodwin
Project Director

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** | **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



5069

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5070

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

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Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH
**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |

Receipt Fee 33.00
Packing/Processing/Canning Employees 0.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

EDWARD HOLMAN
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL
33069-1052

**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH
**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

| For Vending Business Only | | | | | | |
|---|---|---|---|---|---|---|
| Number of Machines: | | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |


**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

# State of Florida
## Department of State

I certify from the records of this office that ROOF PAINTING BY HARTZELL, INC. is a corporation organized under the laws of the State of Florida, filed on May 11, 1966.

The document number of this corporation is 305048.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of October, 2019***

***Secretary of State***

**Tracking Number: 5274766488CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

# State of Florida

## Department of State

I certify from the records of this office that HARTZELL PAINTING is a Fictitious Name registered with the Department of State on March 18, 2024.

The Registration Number of this Fictitious Name is G24000038728.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

***Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Nineteenth day of March, 2024***

**Secretary of State**

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

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Fictitious Name Search
Submit

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Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 -- Fictitious Name Filing View image in PDF format

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 8/1/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD

ROOFP-2

# CERTIFICATE OF LIABILITY INSURANCE

OP ID:

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO<br>954-340-9551 | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B: FCCI INSURANCE CO. — 33472<br>INSURER C: INSURANCE CO OF THE WEST — 27847<br>INSURER D: IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X BLANKET ADDL INSD<br>X BLANKET WAIVER<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 00132197-2<br>PRIMARY & NONCONTRIBUT | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 0 | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WFL503648407<br>BLANKET WAIVER INCLUDED | 04/15/2024 | 04/15/2025 | SEE NOTES<br>X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J DeFranco

ACORD 25 (2016/03)

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# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000038728

**Fictitious Name to be Registered:** HARTZELL PAINTING

**Mailing Address of Business:** 3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

**Florida County of Principal Place of Business:** BROWARD

**FEI Number:** 59-1114411

**FILED**
**Mar 18, 2024**
**Secretary of State**

**Owner(s) of Fictitious Name:**

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069 UN
Florida Document Number: 305048
FEI Number: 59-1144111

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

EDWARD F. HOLMAN, JR. 03/18/2024
Electronic Signature(s) Date

**Certificate of Status Requested (X)** **Certified Copy Requested ( )**

## Bid Details

| | |
|---|---|
| **Agency Name** | City of Plantation - Procurement Department |
| **Bid Number** | ITB-078-24-0-2024/CM |
| **Bid Due Date** | Jan 7, 2025 11:00am (EST) |
| **Countdown to Bid Due Date** | 03 hours, 25 minutes, 54 seconds remaining |
| **Bid Name** | Windows and Doors Replacement – Fire Station # 4 |

## eBid Progress:

- Contact Information
- **Documents Upload**
- Review Bid

# 2 of 3: Documents Upload

## Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Click here to see accepted file formats

| Required Document | Submission Option | Uploaded Document |
|---|---|---|
| • City Insurance Requirements | None | Choose a file |
| • Certificate of Insurance | None | Choose a file |
| • Statement of Qualifications | None | Choose a file |
| • References | None | Choose a file |
| • General Terms and Conditions | None | Choose a file |
| • Site Visit and Verification | None | Choose a file |
| • Bid/Proposal Form | None | Choose a file |
| • Bid/Proposal Checklist and Summary Form | None | Choose a file |
| • Addendums | None | Choose a file |
| • Supplemental Information | None | Choose a file |
| • Non-Collusion Certification | None | Choose a file |
| • Drug-Free Workplace Form | None | Choose a file |
| • Bidder's/Firm Certification Form | None | Choose a file |
| • Public Entity Crimes Form | None | Choose a file |
| • Scrutinized | None | Choose a file |

Company Certification

- Trench Safety Act Form — None — Choose a file — not Required

- Complete Submittal Package — None — Choose a file

## Supplemental Documents

You can upload additional documents here.

**Document Title**
*Document Title*

Add Document

Previous

Next

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Mike Goodwin

Bidder Name Mike Goodwin Date 12/9/24

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 20 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared Mike Goodwin, to me known to be the individual described in and who executed the foregoing instrument as Project Director of Roof Painting By Hunter, a corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

KYLE HOLDER (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

N/A

STATE OF FLORIDA )

SS

COUNTY OF BROWARD )

On this 20 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

## GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

(Authorized Signature in Ink or Electronic)

KYLE HOLDER
Witness

Mike Goodwin
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Project Director
(Printed Title of Above Signer)

12/19/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20 day of DECEMBER, 2024, by MIKE GOODWIN, as PROJECT DIRECTOR for HARTZELL PAINTING, who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

Print Name: KYLE HOLDER

State of Florida at Large (Seal)

My commission expires: 07/16/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| n/a | | | n/a |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| n/a | | | n/a |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| n/a | | | n/a |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person; n/a

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING: N/A

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Majid Shah ASCFO | 12/19/24 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | |

**Witnesses:** _____

KYLE HOLDER
Typed name:

Typed name:

**BIDDER:** _____

By: Roof Painting By Hartzell

Name: Mike Goodwin

Title: Project Director

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this DECEMBER 20, 2024 (*date*) by Mike Goodwin who is personally known to me or who has produced _____ as identification.

My commission expires: 07/16/2028 _____
NOTARY PUBLIC

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Haetzell **Date:** _____

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Mike Goodwin

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Roof Painting By Hartzell

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $ 223050 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 337,902.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* 140 | The work shall be completed within **210** calendar days. |

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB-078-24.

2. This sworn statement is submitted by Haetzell (entity submitting sworn statement), whose business address is 395 N. Powerline Rd and its Federal Employer Identification Number (FEIN) is 59-1144111. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Mike Goodwin (please print name of individual signing), and my relationship to the entity named above is Project Director.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/19/24
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 Day of DECEMBER, 2024, by Mike Goodwin, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: KYLE HOLDER
Notary Public, State at large
My Commission Expires: 07/16/2028

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: ST Thomas University DATE: 12/7/25

LOCATION: 16401 NW 37th AVE
Miami Gardens FL
Maintenence Warehouse

OWNER REPRSENTATIVE: Name: Chris Tarrant
Title: Facilities Supervisor
Email: CTarrant@stu.edu

2. PROJECT: City of Sunrise DATE: 2017

LOCATION: Roake Hall
777 Sawgrass Corp. Parkway
Sunrise FL 33025

OWNER REPRSENTATIVE: Name: Mega Kaufman
Title: Capital Projects Supervisor
Email: mkaufman@sunriseFL.gov

3. PROJECT: City of Sunrise DATE: 2022

LOCATION: City Hall

OWNER REPRSENTATIVE: Name: Marinelly Frias
Title: Project Manager
Email: MFrias@sunriseFL.gov

Scrut.

## ATTACHMENT M

### FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Roof Painting By Hartzell

Vendor FEIN: 59-1144111

Vendor's Authorized Representative Name and Title: Mike Goodwin - Project Director

Address: 3195 N. Powerline Rd

City: Pompano Bch State: FL Zip: 33069

Phone Number: 954-658-0515

Email Address: mgoodwin@myhartzell.com

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Mike Goodwin - Project Director

Date: 12/9/24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Roof Painting By Hartzell
Company's Name

Authorized Representative Signature

Mike Goodwin - Project Director
Print Name and Title

12/19/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Roof Painting By Hartzell Inc

NAME: Mike Goodwin

ADDRESS: 3195 N. Powerline Rd, Pompano Beach FL 33069

TELEPHONE NO.: 954-658-0515

FAX NO.: 954-957-9761

EMAIL ADDRESS: mgoodwin@myhartzell.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Roof Painting By Hartzell Inc

   The address of the principal place of business is: 3195 N. Powerline Rd, STE 101, Pompano Beach FL 33069

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 5/11/1966
   b. State of Incorporation: Florida
   c. President's Name: Edward Holman
   d. Vice President's Name: _____
   e. Secretary's Name: Toni Holman
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

N/A

a. Date of organization: _____

b. Name, address and ownership units of all partners: ~~Edward Toni~~

_____

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Edward Holman, Toni Holman - 3195 N. Powerline Rd, Pompano Beach FL 33069

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Hartzell Painting

6. How many years has your organization been in business under its present business name: 76

a. Under what other former names has your organization operated?

none

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

CGC1517138,

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NO

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

SEE Attached List

*Quality* *Service* *Integrity*

HARTZELL

CONSTRUCTION, INC.

October 25, 2022

**Key Employee List: Unit 43-Mirasol Boardwalk Repair and Renovation Project PRJ-637**

**Edward Holman – President**
**954-957-9761**

**George Holman – Senior Vice President**
**954-957-9761**

**Mike Goodwin Municipalities Project Director 954-658-0515**
**mgoodwin@myhartzell.com**

**Brad Wagner Project Manager, Engineer 954-290-3353**
**bradw@myhartzell.com**

**Bob Cole Project Manager 561-523-7245**
**bobc@myhartzell.com**

**Bill Butzback operations manager**
**billb@myhartzell.com**

**Nino Ferrira – Onsite Supervision -561-305-8145**
**Nino@myhartzell,com**

**Nathan Atkn – Director of Construction operation**
**954-957-9761**

**Tom Ray – Project manager**
**954-957-9761**

**Jim Edington- Project Manager**
**954-957-9761**

PHONE: 954-957-9762 ■ FAX: 954-957-9766 ■ TOLL FREE: 866-957-9762
2301 N.W. 33rd Court, Suite 113 ■ Pompano Beach, FL. 33069

*Michael Goodwin*
**Project Director**
**Mobile: 954-658-0515**

*Quality* *Service* *Integrity*

HARTZELL

# Roof Painting by Hartzell, Inc.

**Roof painting By Hartzell**
**3195 N. Powerline RD.**
**Pompano Beach Florida 33069**

**Re: Key Employee List-**

| | | | |
|---|---|---|---|
| **Edward Holman** | **President** | **42 yrs.** | **954-957-9761** |
| **Majid Shah** | **CFO** | **8yrs** | **954-957-9761** |
| **Nathan Atkin** | **COO** | **5yrs** | **954-957-9716** |
| **Mike Goodwin** | **Project Director** | **12yrs** | **954-658-0515** |
| mgoodwin@myhartzell.com | | | |
| **Carly Taylor** | **Operations Manager** | **22yrs** | **954-393-9080** |
| **carly@hartzellpaint.com** | | | |
| **Fred Collins** | **Vice President** | **28yrs** | **954-658-0510** |
| **Fred@hartzellpaint.com** | | | |
| **George Holman** | **Vice President** | **28 yrs.** | **954-658-0530** |
| georgemyhartzell.com | | | |
| **Nino Ferreira** | **Project Supervisor** | **18yrs** | **561-607-8382** |
| **nino@myhartzell.com** | | | |

**Hartzell Painting**
**Mike Goodwin**
**954-658-0515**
**mgoodwin@myhartzell.com**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

See Attached List

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

none

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

no

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Installation of Roll up door's - Overhead Door Company

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

All Necessary Equipment To Perform, Lifts, Ladders, Tools

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | N/A |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| N/A | | | N/A |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| N/A | | | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

CE FORM 4A – REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

954-673-8119

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/16/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

(Authorized Signature in Ink)

KYLE HOLDER
Witness

Mike Goodwin
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Project Director
(Printed Title of Above Signer)

12/19/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CITY OF PLANTATION

800,000

Plantation
the grass is greener

# INVITATION TO BID

# ITB NO. 078-24

**"Windows and Doors Replacement – Fire Station # 4"**

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 8, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 22, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Roof Painting By Hartzell

Vendor FEIN: 59-1144111

Vendor's Authorized Representative Name and Title: Mike Goodwin, Project Director

Address: 3195 N. Powerline Rd, STE 101

City: Pompano Beach State: FL Zip: 33069

Phone Number: 954-658-0515

Email Address: mgoodwin@myhartzell.com

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Mike Goodwin

Date: 12/19/24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

**Roof Painting by Hartzell Inc**
**Recent Lawsuits**

**Roof Painting by Hartzell Inc Plaintiff vs. Big Span Structures LLC Defendant**

**Filing Date:** 06/23/2023

Contract and Indebtedness Damages more than $30,000 up to $50,000

**Description:** Big Span Structures LLC contracted by City of Pompano Beach "design, engineer, fabricate and install the approximate 35,000 sq. ft. of PVC membrane roof, the supporting steel structure, cables, clamping and hardware" for the Pompano Beach Amphitheater. Big Span Structures, LLC subcontracted with Roof Painting by Hartzell Inc to pressure clean or chemically wipe all metal surfaces grind rusted metal to clean surface prime and paint the Metal Superstructure. Roof Painting by Hartzell Inc completed the work and Big Span Structures LLC failed to pay under the terms of the subcontractor agreement.

**Ama 2, Corp Plaintiff vs. Roof Painting by Hartzell, Inc, et al Defendant**

**Filing Date:** 06/01/2023

Contract and Indebtedness Damages more than $50,000

**Description:** Roof Painting by Hartzell, Inc. engaged Ama 2, Corp as a subcontractor. During the course of Roof Painting by Hartzell, Inc.'s dealing with Ama 2, Corp., Ama 2, Corp was unable to provide "As Built Drawings" to substantiate work performed. Under the Subcontractor agreement in place Roof Painting by Hartzell, Inc. withheld payment on any unsubstantiate work. Ama 2, Corp. filed a breach of contract suite.

**Roof Painting by Hartzell Inc Plaintiff vs. A 2 Z Contracting Incorporated Defendant**

**Filing Date:** 02/01/2021

Contract and Indebtedness Damages more than $8,000 up to $15,000

**Description:** A 2 Z Contracting retained Roof Painting by Hartzell Inc. as a subcontractor to paint at least 4 homes. The Subcontract was not fully performed as A 2 Z Contracting failed to Roof Painting by Hartzell Inc. as work was being performed. Roof Painting by Hartzell Inc. brought suite for breach of contract. The case was decided in Roof Painting by Hartzell Inc.'s favor.

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

WITNESS

Mike Goodwin - Huntzell
CONTRACTOR

DATE

CITY OF PLANTATION

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY): 12/12/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No): |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | Agent CONTACT INFORMATION / NAIC #<br>INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $ 5,000 |
| | POLICY PRO- C JECT LO | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR CLAIMS- | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? | N/A | X | | | | X PER STATUTE OTH-ER | |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Roof Painting By Hartzell Inc

NAME: Mike Goodwin

ADDRESS: 3195 N. Powerline Rd, Pompano Beach FL 33069

TELEPHONE NO.: 954-658-0515

FAX NO.: 954-957-9761

EMAIL ADDRESS: mgoodwin@myhartzell.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Roof Painting By Hartzell Inc

   The address of the principal place of business is: 3195 N. Powerline Rd, STE 101, Pompano Beac 3306

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 5/11/1966
   b. State of Incorporation: Florida
   c. President's Name: Edward Holman
   d. Vice President's Name: _____
   e. Secretary's Name: Toni Holman
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

N/A

a. Date of organization: _____

b. Name, address and ownership units of all partners: ~~Edward Holman~~

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Edward Holman, Toni Holman - 3195 N. Powerline Rd, Pompano Beach FL 33306

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Hartzell Painting

6. How many years has your organization been in business under its present business name: 76

a. Under what other former names has your organization operated?

none

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

CGC1517138,

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NO

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

SEE Attached List

*Quality* *Service* *Integrity*

HARTZELL
CONSTRUCTION, INC.

October 25, 2022

**Key Employee List: Unit 43-Mirasol Boardwalk Repair and Renovation Project PRJ-637**

**Edward Holman – President**
**954-957-9761**

**George Holman – Senior Vice President**
**954-957-9761**

**Mike Goodwin Municipalities Project Director 954-658-0515**
**mgoodwin@myhartzell.com**

**Brad Wagner Project Manager, Engineer 954-290-3353**
**bradw@myhartzell.com**

**Bob Cole Project Manager 561-523-7245**
**bobc@myhartzell.com**

**Bill Butzback operations manager**
**billb@myhartzell.com**

**Nino Ferrira – Onsite Supervision -561-305-8145**
**Nino@myhartzell,com**

**Nathan Atkn – Director of Construction operation**
**954-957-9761**

**Tom Ray – Project manager**
**954-957-9761**

**Jim Edington- Project Manager**
**954-957-9761**

PHONE: 954-957-9762 ■ FAX: 954-957-9766 ■ TOLL FREE: 866-957-9762
2301 N.W. 33rd Court, Suite 113 ■ Pompano Beach, FL. 33069

*Michael Goodwin*
**Project Director**
**Mobile: 954-658-0515**

**PHONE: 954-957-9762 ▪ FAX: 954-957-9766 ▪ TOLL FREE: 866-957-9762**
**2301 N.W. 33rd Court, Suite 113 ▪ Pompano Beach, FL. 33069**

12/19/2024

*Quality* *Service* *Integrity*

# Roof Painting by Hartzell, Inc.

**Roof painting By Hartzell**
**3195 N. Powerline RD.**
**Pompano Beach Florida 33069**

**Re: Key Employee List-**

| | | | |
|---|---|---|---|
| **Edward Holman** | **President** | **42 yrs.** | **954-957-9761** |
| **Majid Shah** | **CFO** | **8yrs** | **954-957-9761** |
| **Nathan Atkin** | **COO** | **5yrs** | **954-957-9716** |
| **Mike Goodwin** | **Project Director** | **12yrs** | **954-658-0515** |
| mgoodwin@myhartzell.com | | | |
| **Carly Taylor** | **Operations Manager** | **22yrs** | **954-393-9080** |
| **carly@hartzellpaint.com** | | | |
| **Fred Collins** | **Vice President** | **28yrs** | **954-658-0510** |
| **Fred@hartzellpaint.com** | | | |
| **George Holman** | **Vice President** | **28 yrs.** | **954-658-0530** |
| georgemyhartzell.com | | | |
| **Nino Ferreira** | **Project Supervisor** | **18yrs** | **561-607-8382** |
| **nino@myhartzell.com** | | | |

**Hartzell Painting**
**Mike Goodwin**
**954-658-0515**
**mgoodwin@myhartzell.com**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

See Attached List

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

none

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

no

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Installation of Roll up door's - Overhead Door Company

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

All Necessary Equipment To Perform, Lifts, Ladders, Tools

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | N/A |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| N/A | | | N/A |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| N/A | | | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved:

   N/A

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

954-673-8119

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/16/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

(Authorized Signature in Ink)

KYLE HOLDER
Witness

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/19/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:**

1. PROJECT: ST Thomas University DATE: 12/7/25

LOCATION: 16401 NW 37th AVE
Miami Gardens FL
Maintenance Warehouse

OWNER REPRSENTATIVE: Name: Chris Tarrant
Title: Facilities Supervisor
Email: CTarrant@stu.edu

2. PROJECT: City of Sunrise DATE: 2017

LOCATION: Roake Hall
777 Sawgrass Corp. Parkway
Sunrise FL 33025

OWNER REPRSENTATIVE: Name: Megan Kaufman
Title: Capital Projects Supervisor
Email: mkaufman@sunrisefl.gov

3. PROJECT: City of Sunrise DATE: 2022

LOCATION: City Hall

OWNER REPRSENTATIVE: Name: Marinelly Frias
Title: Project Manager
Email: mfrias@sunrisefl.gov

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

(Authorized Signature in Ink or Electronic)

KYLE HOLDER
Witness

Mike Goodwin
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

Project Director
(Printed Title of Above Signer)

12/19/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 20 day of DECEMBER, 2024, by MIKE GOODWIN, as PROJECT DIRECTOR for HARTZELL PAINTING, who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

State of Florida at Large (Seal)

Print Name: KYLE HOLDER

My commission expires: 07/16/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| n/a | | | n/a |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| n/a | | | n/a |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| n/a | | | n/a |

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- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
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WHO MUST COMPLETE THIS PART:

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PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person; n/a

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING: N/A

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Majid Shah ASCFO | 12/19/24 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Roof Painting By Hartzell
Company's Name

Authorized Representative Signature

Mike Goodwin - Project Director
Print Name and Title

12/19/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Roof Painting By Hartzell

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $ 223050.00 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 337,902.53 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* 140 | The work shall be completed within **210** calendar days. |

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Hartzell **Date:** _____

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: Mike Goodwin

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Mike Goodwin, on this _____, day of _____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. ITB -078-24.

Addenda Numbers Received:

#1 - 10/7/24
#2 - 10/21/24
#3 - 10/24/24
#4 - 10/28/24
#5 - 10/30/24
#6 - 11/19/24
#7 - 11/19/24
#8 - 12/4/24

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Mike Goodwin

TITLE OF ABOVE: Project Director

COMPANY NAME: Roof Painting By Hartzell

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# ADDENDUM NO. 1

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 8, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 14, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **10:00 AM to 11:00 AM**

MANDATORY PRE-BID MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Haetzell / mike Goodwin

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 4

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2** - Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 5

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #4:

**This is the Final Site Visit to Take measurements at Fire Station #4:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **1:00 PM to 2:00 PM**

SITE VISIT MEETING LOCATION: **8200 SW 3rd Street, Plantation, FL 33324**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartrell / Mike Godwin

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# ADDENDUM NO. 6

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – There's no color specify for the apparatus bay doors. The standard colors are gray and white. Do those doors need to be black as well?

**Response No. 1** – The doors should be white color.

**Question No. 2** – During the per bid meeting, it was mentioned that the base of design will not be rollup door for station 4. It would remain sectional Doors. Do you have a timeline on when an addendum will be issued to confirm this?"

**Response No. 2** – The company bidding can submit the panel doors that they have available for review.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Haertzell / Mike Goodwin

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# ADDENDUM NO. 7

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 –** Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

**Question No. 2 -** Please verify if the jambs are constructed out of "brick" or "concrete". The new Level E impact doors have a min psi/steel jamb requirement. Steel jambs may need to be added to meet a min jamb requirement for the new code doors. Should we add into total Proposal a cost for engineering and steel needs what to be added to meet the min requirements?

Then that also poses the issue of leaving the station open overnight if we cannot remove the door, get the steel work done and reinstall the door in the same day. This would make Fire Trucks to be parked on the outside of the station, while each jamb is being installed.

**Response No. 2** – Contractor should include in their proposal any and all work needed to complete the install to meet the current Essential Code requirements. The contractor should by all means necessary try to complete a door install by the end of business day. Should that not be possible, the contractor will be responsible for securing the Fire Station until the install is complete. The Apparatus parked outside the station is not a problem.

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**Question No. 3** – The only Level E Impact doors are bifold or rolling steel. The rolling steel will need approx. 18" of headroom, where you have only 14" currently. Thus, the doors will hang in the opening approx 4-5". The doors won't clear the 12ft opening with the current headroom. They will sit about 4-5" in the opening."

**Response No. 3** – The Station has drop ceilings and the space above the ceilings should be utilized as we can't have the units dropping into the opening. The Contractor is also responsible for bringing the station back to the state in which it was found. This means any and all repairs directly related to the installation must be addressed before the final is given.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

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# ADDENDUM NO. 8

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **December 4, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGE:**

*****The Bid Opening Date has been Changed*****

**New Bid Opening Date: January 7, 2025 at 11: 00 AM**

Bids **must** be submitted on or before **January 7, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 8 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell / Mike Goodwin

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| N/A | |

**Witnesses:** _____

KYLE HOLDER
Typed name:

Typed name:

**BIDDER:** _____

By: Roof Painting By Hartzell

Name: Mike Goodwin

Title: Project Director

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this DECEMBER 20, 2024 (*date*) by Mike Goodwin who is personally known to me or who has produced _____ as identification.

My commission expires: 07/16/2028

_____
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Mike Goodwin
Printed Name

Mike Goodwin
Bidder Name

12/9/24
Date

# PUBLIC ENTITY CRIMES

*Fill in Form*

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB-078-24.

2. This sworn statement is submitted by Haetzell (entity submitting sworn statement), whose business address is 395 N. Powerline Rd and its Federal Employer Identification Number (FEIN) is 59-1144111. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Mike Goodwin (please print name of individual signing), and my relationship to the entity named above is Project Director.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/19/24
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 Day of DECEMBER, 2024, by Mike Goodwin, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: KYLE HOLDER
Notary Public, State at large
My Commission Expires: 07/16/2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 20 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared Mike Goodwin, to me known to be the individual described in and who executed the foregoing instrument as Project Director of Roof Painting By Hartzell a corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

KYLE HOLDER (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

N/A

STATE OF FLORIDA )

SS

COUNTY OF BROWARD )

On this 20 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

Scrut.

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Roof Painting By Hartzell

Vendor FEIN: 59-1144111

Vendor's Authorized Representative Name and Title: Mike Goodwin - Project Director

Address: 3195 N. Powerline Rd

City: Pompano Bch State: FL Zip: 33069

Phone Number: 954-658-0515

Email Address: mgoodwin@myhartzell.com

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Mike Goodwin - Project Director

Date: 12/9/24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 20 (*date*) by DECEMBER (*name of officer or agent, title of officer or agent*), of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: Roof Painting By Hartzell, Inc.
Legal Status: Corporation
Address: 3195 N. Powerline Road, Suite 101
Pompano Beach, FL 33069

SURETY:
Name: Developers Surety and Indemnity Company
Legal Status: Corporation
Principal place of Business: 800 Superior Avenue E., 21st Floor
Cleveland, OH 44144

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five (5%) Percent of Amount Bid

PROJECT:
Windows and Doors Replacement - Fire Station #4, ITB No. 078-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 4, 2024.

Roof Painting By Hartzell, Inc.
(Name of CONTRACTOR)

By:
(As Attorney in Fact) Warren Alter, Attorney-in-Fact

Developers Surety and Indemnity Company
(Name of Surety)

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hoang-Quyen Pham

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: Barry W. Moses
6B6415E7ADE548C...
Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 4th day of December 2024.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

**LOCATED AT**
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL 33069

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|---|---|---|---|---|---|
| GENERAL CONTRACTOR | FERRIGNO WILLIAM ANTHONY Jr | CGC1517138 | B24.641942 08/01/2024 | $27.50 | B40182117 |

This document is valid only when receipted by the Tax Collector's Office.

2 - 448
ROOF PAINTING BY HARTZELL INC
HARTZELL PAINTING
3195 N POWERLINE RD STE 101
POMPANO BEACH FL 33069-1052

**STATE OF FLORIDA**
**PALM BEACH COUNTY**
**2024 / 2025 LOCAL BUSINESS TAX RECEIPT**
**LBTR Number: 2023156320**
**EXPIRES: 09/30/2025**

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ROOFP-2

OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER 954-340-9551<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B: FCCI INSURANCE CO. — 33472<br>INSURER C: INSURANCE CO OF THE WEST — 27847<br>INSURER D: IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 00132197-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X BLANKET ADDL INSD | | | PRIMARY & NONCONTRIBUT | | | MED EXP (Any one person) | $ 5,000 |
| | X BLANKET WAIVER | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 0 | | | | | | SEE NOTES | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WFL503648407 | 04/15/2024 | 04/15/2025 | X PER STATUTE X OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N | N/A | | BLANKET WAIVER INCLUDED | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

O: 954-957-9761 F: 954-957-9766
**Roof Painting by Hartzell, Inc.**
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

# Roof Painting by Hartzell Inc.

| | |
|---|---|
| Type of Firm | Florida C-Corp (5/11/1966) |
| FEIN | 59-1144111 |
| Officers | Edward Holman, President |
| Categories of Work | General painting commercial and residential, pressure cleaning and weather proofing needs, concrete sealing and staining, decorative concrete finishes, specialty coatings, wood sealing and staining |
| Geographic are of work | Florida |
| Insurance | GL/Auto/Inland/Marine<br>United Specialty Insurance Company<br>$7,000,000<br><br>Workman's Compensation<br>United Specialty Insurance Company<br>$1,000,000 |
| Bonding | Alter Surety, Warren Alter |
| Banking | PNC Financial Services - Teresa Salemi 954-745-1409<br>PNC Treasury Management – Joseph Howell 954-745-1418 |
| Credit References | Sherwin Williams Company - Veronica Moran 954-495-7126<br><br>High Reach 2 – Terry Bertoglio 321-275-2100<br><br>Sunbelt Rentals – Maureen Wood 407-816-1591 |

Mike Goodwin
Project Director

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** | **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5152

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
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Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH
**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |

Receipt Fee 33.00
Packing/Processing/Canning Employees 0.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

EDWARD HOLMAN
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL
33069-1052

**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

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**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |


**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

# State of Florida
## Department of State

I certify from the records of this office that ROOF PAINTING BY HARTZELL, INC. is a corporation organized under the laws of the State of Florida, filed on May 11, 1966.

The document number of this corporation is 305048.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of October, 2019***

***Secretary of State***

**Tracking Number: 5274766488CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

# State of Florida

## Department of State

I certify from the records of this office that HARTZELL PAINTING is a Fictitious Name registered with the Department of State on March 18, 2024.

The Registration Number of this Fictitious Name is G24000038728.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

***Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Nineteenth day of March, 2024***

**Secretary of State**

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
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| **Total Pages** | 1 |
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| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 -- Fictitious Name Filing View image in PDF format

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** [signature] **Date** 8/1/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD

ROOFP-2

# CERTIFICATE OF LIABILITY INSURANCE

OP ID:

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO<br>954-340-9551 | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B: FCCI INSURANCE CO. — 33472<br>INSURER C: INSURANCE CO OF THE WEST — 27847<br>INSURER D: IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X BLANKET ADDL INSD<br>X BLANKET WAIVER<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 00132197-2<br>PRIMARY & NONCONTRIBUT | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 0 | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WFL503648407<br>BLANKET WAIVER INCLUDED | 04/15/2024 | 04/15/2025 | SEE NOTES<br>X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000038728

**Fictitious Name to be Registered:** HARTZELL PAINTING

**Mailing Address of Business:** 3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

**Florida County of Principal Place of Business:** BROWARD

**FEI Number:** 59-1114411

**FILED**
**Mar 18, 2024**
**Secretary of State**

**Owner(s) of Fictitious Name:**

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069 UN
Florida Document Number: 305048
FEI Number: 59-1144111

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

EDWARD F. HOLMAN, JR. 03/18/2024
Electronic Signature(s) Date

**Certificate of Status Requested (X)** **Certified Copy Requested ( )**

## Bid Details

**Agency Name** City of Plantation - Procurement Department

**Bid Number** ITB-078-24-0-2024/CM

**Bid Due Date** Jan 7, 2025 11:00am (EST)

**Countdown to Bid Due Date** 03 hours, 25 minutes, 54 seconds remaining

**Bid Name** Windows and Doors Replacement – Fire Station # 4

## eBid Progress:

- Contact Information
- **Documents Upload**
- Review Bid

# 2 of 3: Documents Upload

## Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Click here to see accepted file formats

| Required Document | Submission Option | Uploaded Document |
|---|---|---|
| • City Insurance Requirements | None | Choose a file |
| • Certificate of Insurance | None | Choose a file |
| • Statement of Qualifications | None | Choose a file |
| • References | None | Choose a file |
| • General Terms and Conditions | None | Choose a file |
| • Site Visit and Verification | None | Choose a file |
| • Bid/Proposal Form | None | Choose a file |
| • Bid/Proposal Checklist and Summary Form | None | Choose a file |
| • Addendums | None | Choose a file |
| • Supplemental Information | None | Choose a file |
| • Non-Collusion Certification | None | Choose a file |
| • Drug-Free Workplace Form | None | Choose a file |
| • Bidder's/Firm Certification Form | None | Choose a file |
| • Public Entity Crimes Form | None | Choose a file |
| • Scrutinized | None | Choose a file |

Company Certification

- Trench Safety Act Form — None — Choose a file — not Required

- Complete Submittal Package — None — Choose a file

## Supplemental Documents

You can upload additional documents here.

**Document Title**
*Document Title*

Add Document

Previous

Next

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 20 (*date*) by JECEMBER(*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: Roof Painting By Hartzell, Inc.
Legal Status: Corporation
Address: 3195 N. Powerline Road, Suite 101
Pompano Beach, FL 33069

SURETY:
Name: Developers Surety and Indemnity Company
Legal Status: Corporation
Principal place of Business: 800 Superior Avenue E., 21st Floor
Cleveland, OH 44144

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five (5%) Percent of Amount Bid

PROJECT:
Windows and Doors Replacement - Fire Station #4, ITB No. 078-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 4, 2024.

Roof Painting By Hartzell, Inc.
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Warren Alter, Attorney-in-Fact

Developers Surety and Indemnity Company
(Name of Surety)

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B8415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 4th day of December 2024.

5167

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

**LOCATED AT**
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL 33069

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|---|---|---|---|---|---|
| GENERAL CONTRACTOR | FERRIGNO WILLIAM ANTHONY Jr | CGC1517138 | B24.641942 08/01/2024 | $27.50 | B40182117 |

This document is valid only when receipted by the Tax Collector's Office.

2-448

ROOF PAINTING BY HARTZELL INC
HARTZELL PAINTING
3195 N POWERLINE RD STE 101
POMPANO BEACH FL 33069-1052

**STATE OF FLORIDA**
**PALM BEACH COUNTY**
**2024 / 2025 LOCAL BUSINESS TAX RECEIPT**
**LBTR Number: 2023156320**
**EXPIRES: 09/30/2025**

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ROOFP-2

OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER 954-340-9551<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B: FCCI INSURANCE CO. — 33472<br>INSURER C: INSURANCE CO OF THE WEST — 27847<br>INSURER D: IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 00132197-2 | 06/30/2024 | 06/30/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X BLANKET ADDL INSD | | | PRIMARY & NONCONTRIBUT | | | MED EXP (Any one person) | $ 5,000 |
| | X BLANKET WAIVER | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | 00132200-2 | 06/30/2024 | 06/30/2025 | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 0 | | | | | | SEE NOTES | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE X OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) | N/A | | WFL503648407 | 04/15/2024 | 04/15/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | BLANKET WAIVER INCLUDED | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

O: 954-957-9761 F: 954-957-9766
**Roof Painting by Hartzell, Inc.**
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

# Roof Painting by Hartzell Inc.

| | |
|---|---|
| Type of Firm | Florida C-Corp (5/11/1966) |
| FEIN | 59-1144111 |
| Officers | Edward Holman, President |
| Categories of Work | General painting commercial and residential, pressure cleaning and weather proofing needs, concrete sealing and staining, decorative concrete finishes, specialty coatings, wood sealing and staining |
| Geographic are of work | Florida |
| Insurance | GL/Auto/Inland/Marine<br>United Specialty Insurance Company<br>$7,000,000<br><br>Workman's Compensation<br>United Specialty Insurance Company<br>$1,000,000 |
| Bonding | Alter Surety, Warren Alter |
| Banking | PNC Financial Services - Teresa Salemi 954-745-1409<br>PNC Treasury Management – Joseph Howell 954-745-1418 |
| Credit References | Sherwin Williams Company - Veronica Moran 954-495-7126<br><br>High Reach 2 – Terry Bertoglio 321-275-2100<br><br>Sunbelt Rentals – Maureen Wood 407-816-1591 |

Mike Goodwin
Project Director

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5172

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

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Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH
**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |

Receipt Fee 33.00
Packing/Processing/Canning Employees 0.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

EDWARD HOLMAN
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL
33069-1052

**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
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**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |


**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

# State of Florida
## Department of State

I certify from the records of this office that ROOF PAINTING BY HARTZELL, INC. is a corporation organized under the laws of the State of Florida, filed on May 11, 1966.

The document number of this corporation is 305048.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of October, 2019***

***Secretary of State***

**Tracking Number: 5274766488CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

# State of Florida

## Department of State

I certify from the records of this office that HARTZELL PAINTING is a Fictitious Name registered with the Department of State on March 18, 2024.

The Registration Number of this Fictitious Name is G24000038728.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

***Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Nineteenth day of March, 2024***

**Secretary of State**

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Previous on List Next on List Return to List
Fictitious Name Search
Submit
No Filing History

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

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Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

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Fictitious Name Search
Submit

No Filing History

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

Previous on List Next on List Return to List

Fictitious Name Search
Submit

No Filing History

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** | **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ROOFP-2 OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO<br>954-340-9551 | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B : FCCI INSURANCE CO. — 33472<br>INSURER C : INSURANCE CO OF THE WEST — 27847<br>INSURER D : IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E : —<br>INSURER F : — |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X BLANKET ADDL INSD<br>X BLANKET WAIVER<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 00132197-2<br>PRIMARY & NONCONTRIBUT | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 0 | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>AGGREGATE<br>SEE NOTES | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WFL503648407<br>BLANKET WAIVER INCLUDED | 04/15/2024 | 04/15/2025 | X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000038728

**Fictitious Name to be Registered:** HARTZELL PAINTING

**Mailing Address of Business:** 3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

**Florida County of Principal Place of Business:** BROWARD

**FEI Number:** 59-1114411

**FILED**
**Mar 18, 2024**
**Secretary of State**

**Owner(s) of Fictitious Name:**

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069 UN
Florida Document Number: 305048
FEI Number: 59-1144111

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

EDWARD F. HOLMAN, JR. 03/18/2024
Electronic Signature(s) Date

**Certificate of Status Requested (X)** **Certified Copy Requested ( )**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Haetzell **Date:** _____

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Mike Goodwin

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website



# Detail by FEI/EIN Number

Florida Profit Corporation
ROOF PAINTING BY HARTZELL, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | 305048 |
| **FEI/EIN Number** | 59-1144111 |
| **Date Filed** | 05/11/1966 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 05/24/2001 |
| **Event Effective Date** | NONE |

**Principal Address**

3195 N Powerline Rd
Ste 101
POMPANO BEACH, FL 33069

Changed: 04/30/2022

**Mailing Address**

3195 N Powerline Rd
Ste 101
POMPANO BEACH, FL 33069

Changed: 04/30/2022

**Registered Agent Name & Address**

HOLMAN, EDWARD F.,JR.
3195 N Powerline Rd
Ste 101
POMPANO BEACH, FL 33069

Name Changed: 04/19/1988

Address Changed: 04/30/2022

**Officer/Director Detail**

**Name & Address**

Title P

HOLMAN, EDWARD F
3195 N Powerline Rd
Ste 101
POMPANO BEACH, FL 33069

Title ST

HOLMAN, TONI L
3195 N Powerline Rd
Ste 101
POMPANO BEACH, FL 33069

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 04/30/2022 |
| 2023 | 04/27/2023 |
| 2024 | 03/04/2024 |

**Document Images**

| | |
|---|---|
| 03/04/2024 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2023 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2022 -- ANNUAL REPORT | View image in PDF format |
| 01/28/2021 -- ANNUAL REPORT | View image in PDF format |
| 03/04/2020 -- ANNUAL REPORT | View image in PDF format |
| 02/07/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/18/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/06/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/09/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/22/2015 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/19/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/05/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/15/2010 -- ANNUAL REPORT | View image in PDF format |
| 01/15/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/07/2008 -- ANNUAL REPORT | View image in PDF format |
| 03/05/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/06/2006 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2005 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2004 -- ANNUAL REPORT | View image in PDF format |
| 01/27/2003 -- ANNUAL REPORT | View image in PDF format |
| 02/25/2002 -- ANNUAL REPORT | View image in PDF format |
| 05/24/2001 -- Amendment | View image in PDF format |
| 03/22/2001 -- ANNUAL REPORT | View image in PDF format |
| 03/15/2000 -- ANNUAL REPORT | View image in PDF format |
| 02/27/1999 -- ANNUAL REPORT | View image in PDF format |

| | |
|---|---|
| 05/08/1998 -- ANNUAL REPORT | View image in PDF format |
| 02/10/1997 -- ANNUAL REPORT | View image in PDF format |
| 02/27/1996 -- ANNUAL REPORT | View image in PDF format |
| 06/14/1995 -- ANNUAL REPORT | View image in PDF format |
| 05/11/1966 -- RECORDS PRIOR TO 1995 | View image in PDF format |
| 05/11/1966 -- Images prior to 1996 | View image in PDF format |

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Yasmany Iglesias, on this 18, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 078-24; Windows and Doors Replacement - Fire Station #4.

Addenda Numbers Received:

#1 October 7, 2024

#2 October 21 2024

#3 October 24, 2024

#4 October 28, 2024

#5 October 30, 2024

#6 November 19, 2024

#7 November 19, 2024

#8 December 4, 2024

AUTHORIZED SIGNATURE: 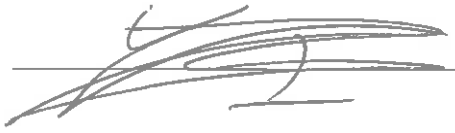

PRINTED NAME OF ABOVE: Yasmany Iglesias

TITLE OF ABOVE: President

COMPANY NAME: Best Home Protection Windows and Doors Inc.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>L & A Insurance Agency LLC dba Sebanda Insurance<br>15651 SW 88 ST BAY B-12<br>Miami FL 33196 | **CONTACT NAME:** ANA MONTERO<br>**PHONE (A/C, No, Ext):** (305) 371-1305 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** anamontero@sebandainsurance.com |
| **INSURED**<br>BEST HOME PROTECTION WINDOWS AND DOORS<br>7900 Nw 103rd St<br>Hialeah Gardens FL 33016 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>INSURER A : GRANADA INSURANCE COMPANY 16870<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | x | x | 0185FL00186460 - 1 | 04/21/2024 | 04/21/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [X]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

state licence number SCC131152031

-General Liability policy is primary and non-contributory.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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**PRODUCER**

M & L Insurance and Financial Services dba Univista Insurance
10912 SW 184 Street
Cutler Ridge FL 33157

CONTACT NAME: Marcos Galan
PHONE (A/C, No, Ext): (305) 433-7393 FAX (A/C, No): (305) 901-5654
E-MAIL ADDRESS: mgalan@univistainsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : FCBI INSURANCE COMPANY | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

BEST HOME PROTECTION WINDOWS AND DOORS INC
13872 SW 46TH LN
MIAMI FL 33175

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | Y | 106661164-2023 | 02/12/2024 | 02/12/2025 | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIC: SCC131152031

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation **"Additional Insured"** on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

Best Home Protection Windows and Doors Inc.
CONTRACTOR

1/7/2025
DATE

CITY OF PLANTATION

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Yasmany Iglesias
Printed Name

Best Home Protection Windows and Doors Inc.
Bidder Name

01/06/2025
Date

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami Dade )

On this 18 day of December, 2024, before me, the undersigned authority, personally appeared Yasmany Iglesias, to me known to be the individual described in and who executed the foregoing instrument as President of Best Home Protection Windows and Doors Inc. a S corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Sheila Gonzalez (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

NOTARY PUBLIC STATE OF FLORIDA Expires 9/8/2028 Sheila Gonzalez My Commission HH 590625

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF _____ )

SS

COUNTY OF _____ )

N/A

On this _____ day of _____, 2024, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), **hereby attests under penalty of perjury that:**

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, **entitled "Human Trafficking".**

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

## GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

(Authorized Signature in Ink or Electronic)

Yasmany Iglesias
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

01/07/2025
(Date Signed)

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of January, 20 25, by Yasmany Iglesias, as President for Best Home Products Windows & Doors, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Sheila Gonzalez My commission expires: 09/08/2028

NOTARY PUBLIC STATE OF FLORIDA Sheila Gonzalez My Commission HH 590625 Expires 9/8/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

# GUARANTEE OF BID PROPOSAL

Name of Company: Best Home Protection Windows and Doors Inc.

Street Address: 7900 NW 103th St.

Hialeah, (City) Florida (State) 33016 (Zip)

Mailing Address: 7900 NW 103th St. Hialeah, Fl 33016

Phone No.: (786) 371-3126 Fax#: (786) 592 2376

Email Address: bhp@bhpwindows.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: BL20671

State of Florida Corporation ID # (From Secretary of State): P12000017628

Federal Employer Identification Number (FEIN): 45-4594221

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Yasmany Iglesias
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/18/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami Dade )

On this 18 day of December, 2024, before me, the undersigned authority, personally appeared Yasmany Iglesias, to me known to be the individual described in and who executed the foregoing instrument as President of Best Home Protection Windows and Doors Inc. a S corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Sheila Gonzalez (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

NOTARY PUBLIC STATE OF FLORIDA Expires 9/8/2028 Sheila Gonzalez My Commission HH 590625

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF _____ )

SS

COUNTY OF _____ )

N/A

On this _____ day of _____, 2024, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Best Home Protection Windows and Doors Inc. **Date:** 01/07/2025

**Base Bid Total:** 220,000.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☒ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☒ Bidders Certification

☒ Registered as a City of Plantation Vendor

☒ Bid Form

☒ Signed General Terms and Provisions

☒ Addendums (if any)

☒ Bid Guarantee Form

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ References

☒ Public Entity Crimes Forms

☒ Drug Free Workplace Form

☒ Hazard Mitigation Grant Program Requirement Form

☒ Corporate Resolution Form

☒ Bid Bond Form

☒ Certificate of Insurance Requirements Form

☒ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Yasmany Iglesias

# BID/PROPOSAL FORM

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Best Home Protection Windows and Doors Inc.

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $220,000.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $242,600.00 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is $904,353.00.**

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Yasmany Iglesias.

2. This sworn statement is submitted by Best Home Protection Windows and Doors Inc. (entity submitting sworn statement), whose business address is 7900 NW 103th St. Hialeah, Fl 33016 and its Federal Employer Identification Number (FEIN) is 45-4594221. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Yasmany Iglesias (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__x__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/19/2024
(Date)

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 7 Day of January, 2025, by Yasmany Iglesias, who is personally known to me or who has produced I242-960-85-089-0 as identification.

**NOTARY SEAL**

NOTARY PUBLIC STATE OF FLORIDA
Expires 9/8/2028
Sheila Gonzalez
My Commission HH 590625

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Sheila Gonzalez
Notary Public, State at large
My Commission Expires: 09/08/2028

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Best Home Protection Windows and Doors Inc.

1. PROJECT: Bay Point DATE: 2023

LOCATION: 18412 Homestead Ave. Miami, Fl. 33157

OWNER REPRSENTATIVE: Name: Omar Fonte

Title: CEO

Email: omar.fonte@garco.net

2. PROJECT: Bluenest DATE: 2024

LOCATION: 6200 Coral Way. Miami, Fl. 33155

OWNER REPRSENTATIVE: Name: Vicente Rodriguez

Title: Manager

Email: vrodriguez@bluenestdevelopment.com

3. PROJECT: 108 Menores DATE: 2020

LOCATION: 108 Menores Ave. Coral Gables, Fl.33134

OWNER REPRSENTATIVE: Name: Luis Marquez

Title: CEO

Email: marquez@ksdevelopers.com

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Best Home Protection Windows and Doors Inc.

By (sign): _____

Print Name: Yasmany Iglesias

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF N/A

COUNTY OF N/A

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 1/7/2025 (*date*) by Yasmany Iglesias (*name of officer or agent, title of officer or agent*), of BHP Windows (*name of corporation acknowledging*), a FL (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 09/08/2028

NOTARY PUBLIC

NOTARY PUBLIC Expires 9/8/2028 Sheila Gonzalez My Commission HH 590625 STATE OF FLORIDA

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF N/A

COUNTY OF N/A

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____

NOTARY PUBLIC

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

**Mandatory Pre-Bid/Site Visit Meetings:**

- Fire Station # 4. located at 8200 SW 3rd Street, Plantation, FL 33324.
- Time: 10:AM to 11:00AM
- Dates: October 8, 2024 or October 22, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Best Home Protection Windows and Doors Inc.
Company's Name

Authorized Representative Signature

Yasmany Iglesias, President
Print Name and Title

19/12/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Best Home Protection Windows and Doors Inc.

NAME: Yasmany Iglesias

ADDRESS: 7900 NW 103th St. Hialeah, Fl 33016

TELEPHONE NO.: (786) 371-3126

FAX NO.: (786) 592-2376

EMAIL ADDRESS: yasmany@bhpwindows.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Best Home Protection Windows and Doors Inc.

   The address of the principal place of business is: 7900 NW 103th St. Hialeah, Fl 33016

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 02/21/2012
   b. State of Incorporation: Florida
   c. President's Name: Yasmany Iglesias
   d. Vice President's Name: Yordes Iglesias/Alberto Iglesias
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: Yasmany Iglesias, 7900 NW 103 st, Hialeah, Fl, 33016

3. If Bidder is an individual or a partnership, answer the following: N/A

   a. Date of organization: -

   b. Name, address and ownership units of all partners: -

   c. State whether general or limited partnership: -

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: N/A

   -

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. -

6. How many years has your organization been in business under its present business name: 12

   a. Under what other former names has your organization operated?

   -

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   BL20671

8. Have you personally inspected the site(s) of the proposed work? (Y) x (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Yasmany Iglesias, President/CEO

# Yasmany Iglesias

## President/ CEO

### Contact

7900 NW 103rd Street
Hialeah, FL 33016
786.371.3126
yasmany@bhpwindows.com

### Languages

Spanish (Native)
English (professional)

### Personal Statement

Hands-on CEO with over 17 years' experience in the glass and glazing industry. Proven knowledge in the window industry with experience ranging from the service and installation viewpoint to the financial and management perspective. Innovative and goal-driven, hard-working and creative team player. Experience and specialty in industrial, commercial, and high-rise installations. Florida licensed glass and glazing contractor, boom lift operator, swing stages, and heavy equipment operator.

### Experience

- 17 years' experience in the glass and glazing industry
- 2018: Florida Specialty Glass and Glazing Contractor License
- 2012 to Present: President/ CEO/ Founder of Best Home Protection Windows and Doors, Inc.
- 2007-2012: Window and Door Service and Installation

### Education

- 2017-2018: Gold Coast Contractor Education
  - Glass and Glazing Certifications
  - Management Training – Expansion Factory
- Bachelor's degree in music education

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

(Authorized Signature in Ink)

Yasmany Iglesias
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/19/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## Registered Vendors

1/7/2025 9:18:41 AM

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Y | Bennett Fire Products Co Inc | PO Box 2458 Woodstock GA 30188 | 8/28/2008 | | 12/31/2024 | |
| | Y | BERLA CORPORATION | 445 DEFENSE HWY ANNAPOLIS MD 21401 | 8/17/2020 | | 5/25/2022 | |
| | Y | BERLA CORPORATION | 445 DEFENSE HWY Suite# SUITE M ANNAPOLIS MD 21401 | 8/14/2020 | SAMANTHA WOOD | 5/25/2022 | 450 |
| | Y | BES INDUSTRIES, INC, | 11512 LAKE MEAD AVENUE, SUITE 406 Suite# 406 JACKSONVILLE FL 32256 | 8/18/2023 | DAN SHORE | 8/23/2023 | 725 |
| | N | BEST HOME PROTECTION WINDOWS AND DOORS INC. dba BEST HOME PROTECTION WINDOWS AND DOORS INC. | 7900 NW 103 ST HIALEAH GARDENS FLORIDA 33016 | 1/6/2025 | YASMANY IGLESIAS | | |
| | N | BEST HOME PROTECTION WINDOWS AND DOORS INC. dba BEST HOME PROTECTION WINDOWS AND DOORS INC. | 7900 NW 103 ST HIALEAH GARDENS FLORIDA 33016 | 1/6/2025 | YASMANY IGLESIAS | | 440 |
| | N | BEST HOME PROTECTION WINDOWS AND DOORS INC. dba BEST HOME PROTECTION WINDOWS AND DOORS INC. | 7900 NW 103 ST HIALEAH GARDENS FLORIDA 33016 | 1/7/2025 | YASMANY IGLESIAS | | 440 |
| | Y | Best Office Coffee Service Inc | 13130 SW 130 TER. MIAMI FL 33186 | 9/15/2016 | | 11/26/2024 | |
| | Y | BEST OFFICE COFFEE SERVICE, INC. | 13130 SW 130 TER. MIAMI FL 33186 | 9/12/2016 | JUAN GONZALEZ | 11/26/2024 | 370 |
| | Y | BEST ROOFING SERVICES, LLC dba BEST ROOFING SERVICES, LLC | 1600 NE 12TH TER FORT LAUDERDALE FL 33305-3131 | 3/27/2018 | PAOLA ALVAREZ | 9/27/2023 | 770 |

or Name  Search By Job Category  Get All Vendors

# City Of Plantation Registered Vendors

v letters of the company name, then click the **RED** dropdown box: best home

TECTION WINDOWS AND DOORS INC. dba BEST HOME PROTECTION WINDOWS AND DOORS INC

| CompanyName | Address | City | Contact | Comm Code1 | Comm Code2 | Comm Code3 | Apply Date | Last Purchase Date | Email |
|---|---|---|---|---|---|---|---|---|---|
| BEST HOME PROTECTION WINDOWS AND DOORS INC dba BEST HOME PROTECTION WINDOWS AND DOORS INC | 7900 NW 103 ST | HIALEAH GARDENS | YASMANY IGLESIAS | 440 | | | 1/6/2025 | | yasmany@ |

eport2024

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Best Home Protection Windows & Doors Inc., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Best Home Protection Windows & Doors Inc.

By: _____
Signature

Yasmany Iglesias, President
Name and Title

7900 NW 103 st,
Street Address

Hialeah, Fl, 33016
City, State, Zip

6/1/2025
Date

City of Plantation
Sub-Recipient's Name

H1048
DEM Contract Number

4486-049-R
FEMA Project Number

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER

Discount Insurance Inc
8302 NW 103rd Street
Suite 102
Hialeah Gardens, FL 33016

**CONTACT NAME:** Yanet Rodriguez
**PHONE (A/C, No, EXT):** (305) 828-0578
**FAX (A/C, No):** (305) 828-0579
**E-MAIL ADDRESS:** yanetr@discountinsuranceinc.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| **INSURER A :** Heritage Property & Casualty Insurance | 14407 |
| **INSURER B :** | |
| **INSURER C :** | |
| **INSURER D :** | |
| **INSURER E :** | |
| **INSURER F :** | |

INSURED

Pena Glass Windows & Doors INC
4520 MADISON ST
HOLLYWOOD, FL 33021

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **GENERAL LIABILITY.** | | | HCR029459 | 01/17/2024 | 01/17/2025 | EACH OCCURRENCE | $300,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any ONE PERSON) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $300,000 |
| | | | | | | | GENERAL AGGREGATE | $300,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $300,000 |
| | X POLICY PRO-JECT LOC | | | | | | | |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | **UMBRELLA LIAB** OCCUR | | | | | | EACH OCCURRENCE | |
| | **EXCESS LIAB** CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION $ | | | | | | | |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** | N/A | | | | | E.L. EACH ACCIDENT | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

GLASS INSTALLATION

**CERTIFICATE HOLDER**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
**Yanet Rodriguez**


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PENA
GLASS WINDOWS & DOORS

# PROPOSAL

**Proposal submitted to:** **Date: 12/8/2024**
**Sayed Gabriel Antar**
**AARYA Construction & Designs, In**
**Project: Fire Station #4 Plantation Fl**

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**We hereby submit specifications and proposal for: ESW – Black 2405 Paint Finish – Clear Insulated Low-E Glass. Louver Aluminum Doors Painted Black**

**Scope of Work:**

1. **Preparation and Scaffolding:**
   - **Scaffold Setup: Erect scaffolding around the installation area to ensure safe and efficient access for window and door placement.**
   - **Scissor Lift: Provide and operate a scissor lift to facilitate the installation of windows and doors at elevated heights.**
2. **Installation of Wood Bucks:**
   - **Wood Buck Installation: Install wood bucks in the window and door openings as per project requirements. Ensure that wood bucks are securely anchored and level.**
   - **Anchor Screws: Use Miami-Dade product-approved anchor screws to attach wood bucks firmly. Follow manufacturer specifications for installation to ensure compliance with Miami-Dade regulations.**
3. **Window and Door Installation:**
   - **Window and Door Placement: Position and secure windows and doors within the prepared openings. Ensure proper alignment and fit as per NOA specifications.**
   - **Fastening: Use appropriate fasteners and techniques to secure windows and doors in place, ensuring structural integrity and compliance with safety standards.**
4. **Exterior Sealing:**
   - **617Sealant Application: Apply Sika Flex 15 LM exterior sealant around the perimeter of windows and doors. This sealant will be chosen to match the window and door frames, providing a weatherproof and aesthetically pleasing finish.**
   - **Sealant Application Procedure: Follow manufacturer's guidelines for application to ensure a durable and effective seal.**
5. **Inspection and Cleanup:**
   - **Inspection: Conduct a thorough inspection of the installation work to ensure all windows and doors are installed correctly, securely, and according to NOA specifications.**
   - **Cleanup: Remove all construction debris, tools, and equipment from the site. Ensure that the area is left clean and ready for subsequent trades.**

**Quality Assurance:**

- **Ensure all materials and methods used meet Miami-Dade product approval requirements.**
- **Adhere to all safety standards and regulations throughout the project.**
- **Follow all manufacturer instructions for products used to ensure longevity and effectiveness.**

**By adhering to these detailed steps, the installation of windows and doors will be completed efficiently and to the highest standard, ensuring durability, compliance, and a high-quality finish.**

**1- ESW Materials(Tax Included)----------$71,524.10**
**2- Installation including materials----------$17,000.00**
**3- Delivery Fee----------$850.00**
**4- Permit Processing Fee----------$900.00**
**5-Engineering Shop Drawing/Calculations Signed and Sealed----------$2,500.00**
**7- Louver Metal Doors(Tax Included)----------$6,100.00**

**Grand Total----------$98,874.10**

**Included:**

- **Materials**
- **Installation**
- **Trash removal**
- **1-year warranty on installation**
- **Manufacturer Warranty**

**Excluded:**

- **City permit fee**
- **Concrete cutting**
- **Knee walls**
- **Structural steel**
- **Headers/columns**
- **Brake metal**
- **Paint or touch-up**
- **Repair of existing damaged drywall**
- **Repair of existing damaged stucco**
- **Windowsill**
- **Electrical/alarm wiring**
- **Special hardware**

**Additional Work: Any work not specified in the contract will require a change order. Unforeseen work may incur additional costs. We are not responsible for the removal or damage of alarms, curtains, or blinds. Note: It is the owner's responsibility to remove alarms, curtains, and blinds and to move furniture from the window working area.**

**Authorized and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payments will be made as outlined above**.

**Signature:** David Pena_____

**Prepared By: DAVID PENA**

**Customer Signature:** _____

CELL: (786) 398-2681

**Print Name:** _____

PENA GLASS WINDOWS & DOORS

09 DEC 2024 7:13 PM

PROPOSAL NUMBER
751620
PROPOSAL NAME
Fire Station #4
EXTERNAL PURCHASE ORDER ID

## QUOTE ITEMS

| LINE NUM | LINE NAME | ASSEMBLY SYSTEM | ASSEMBLY | UNIT PRICE | TOTAL QUANTITY | TOTAL PRICE |
|---|---|---|---|---|---|---|
| 1 | 001 | ES-8000T LMI - STOREFRONT | 1 LITE | $5,703.24 | 2 | $11,406.48 |

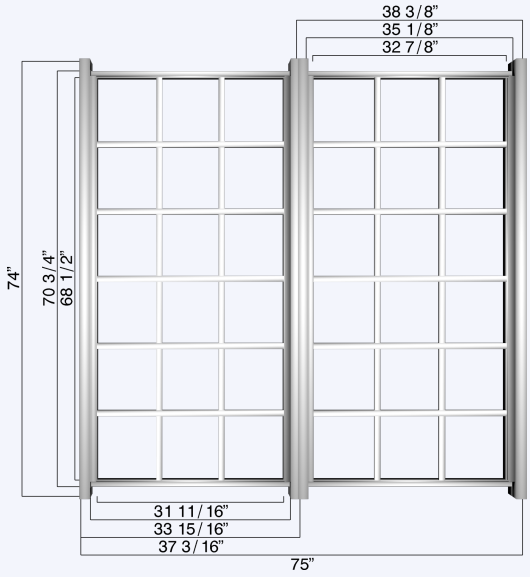


| | |
|---|---|
| **SIZE** | 75" X 74" |
| **WEIGHT** | 474.80 LBS (215.82 KG ) |
| **AREA** | 38.54 $FT^2$ |
| **FINISH** | AAMA 2605 BLACK |
| **GLASS** | 1/4" CLEAR TMP SB70 + 3/8" AIR MA BLACK SPACER + 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS |
| **PANELS** | 2 |
| **MUNTIN** | YES |
| **REVERSE** | NO |
| **LOCATION** | RIGHT |
| **JAMB TYPE** | REGULAR (NO ANCHORED) |
| **SHIM SPACE** | 1/4" SHIM SPACE |
| **ANCHOR TYPE** | TYPE B 5/16 DIA ULTRACON |
| **EQUAL PANELS** | YES |
| **PROTECTIVE FILM** | BOTH |
| **NUMBER OF ANCHORS** | 4 ANCHORS AT EACH SIDE OF JAMB AND MULLION |
| **POUR AND DEBRIDGE** | YES |
| **JAMB REINFORCEMENT** | J3 |
| **MULLION REINFORCEMENT** | M5 |
| **PRE-GLAZED?** | YES |

**FBC CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |
| **CODE** | FL 17897.3 |

**NOA CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |
| **CODE** | 20-1118.02 |

**NFRC CERTIFICATION**

| U FACTOR | SHGC | VT |
|---|---|---|
| 0.42 | 0.24 | 0.52 |

**MUNTIN DETAILS**

| | |
|---|---|
| PANEL | A |
| PATTERN | GRID |
| LITES ACROSS | 3 |
| LITES DOWN | 6 |
| INTERNAL STYLE | ALU-P-018 |
| EXTERNAL STYLE | ALU-P-018 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 | 002 | ES-EL150 SHAPE - FIXED WINDOW | ARC | $1,208.07 | 4 | $4,832.27 |

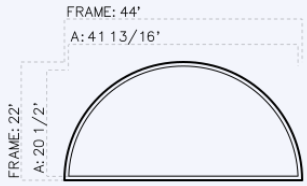


| | |
|---|---|
| **SIZE** | 44" X 22" |
| **WEIGHT** | 52.17 LBS (23.72 KG ) |
| **AREA** | 6.72 $FT^2$ |
| **FINISH** | AAMA 2605 BLACK |
| **GLASS** | 5/32" CLEAR TMP SB70 + 5/16" AIR MA BLACK SPACER + 5/32" CLEAR HS + 0.09 PVB CLEAR + 5/32" CLEAR HS |
| **MUNTIN** | YES |
| **FRAME TYPE** | EQUAL LEG |
| **PROTECTIVE FILM** | BOTH |
| **PRE-GLAZED?** | YES |

**FBC CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 80.00 | 80.00 |
| **CODE** | FL 21461.1 |

**NOA CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 80.00 | 80.00 |
| **CODE** | 22-0105.01 |

**NFRC CERTIFICATION**

| U FACTOR | SHGC | VT |
|---|---|---|
| 0.52 | 0.26 | 0.53 |

**MUNTIN DETAILS**

| | |
|---|---|
| PANEL | A |
| PATTERN | GRID |
| LITES ACROSS | 4 |
| LITES DOWN | 1 |
| INTERNAL STYLE | ALU-P-018 |
| EXTERNAL STYLE | ALU-P-018 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 3 | 003 | ES-8000T LMI - STOREFRONT | 1 LITE | $6,021.94 | 2 | $12,043.89 |

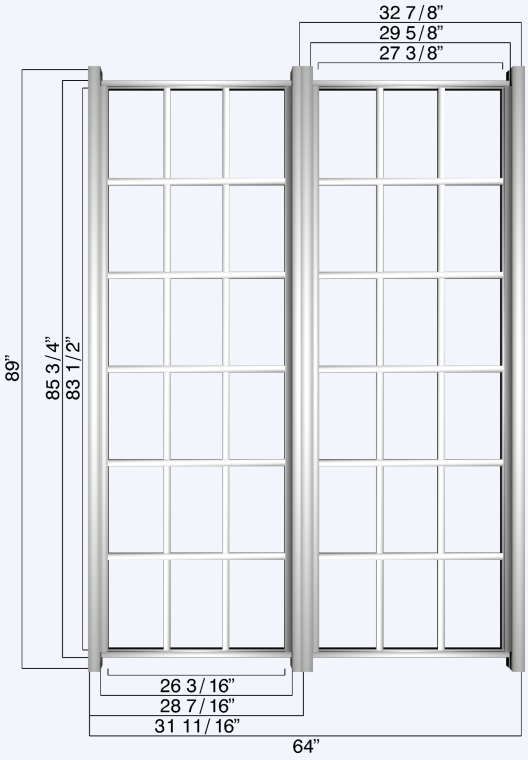


| | |
|---|---|
| **SIZE** | 64" X 89" |
| **WEIGHT** | 493.15 LBS (224.16 KG ) |
| **AREA** | 39.56 $FT^2$ |
| **FINISH** | AAMA 2605 BLACK |
| **GLASS** | 1/4" CLEAR TMP SB70 + 3/8" AIR MA BLACK SPACER + 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS |
| **PANELS** | 2 |
| **MUNTIN** | YES |
| **REVERSE** | NO |
| **LOCATION** | RIGHT |
| **JAMB TYPE** | REGULAR (NO ANCHORED) |
| **SHIM SPACE** | 1/4" SHIM SPACE |
| **ANCHOR TYPE** | TYPE B 5/16 DIA ULTRACON |
| **EQUAL PANELS** | YES |
| **PROTECTIVE FILM** | BOTH |
| **NUMBER OF ANCHORS** | 4 ANCHORS AT EACH SIDE OF JAMB AND MULLION |
| **POUR AND DEBRIDGE** | YES |
| **JAMB REINFORCEMENT** | J3 |
| **MULLION REINFORCEMENT** | M5 |
| **PRE-GLAZED?** | YES |

**FBC CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |
| **CODE** | FL 17897.3 |

**NOA CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |
| **CODE** | 20-1118.02 |

**NFRC CERTIFICATION**

| U FACTOR | SHGC | VT |
|---|---|---|
| 0.42 | 0.24 | 0.52 |

**MUNTIN DETAILS**

| | |
|---|---|
| PANEL | A |
| PATTERN | GRID |
| LITES ACROSS | 3 |
| LITES DOWN | 6 |
| INTERNAL STYLE | ALU-P-018 |
| EXTERNAL STYLE | ALU-P-018 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 4 | 004 | ES-8000T LMI - STOREFRONT | 1 LITE | $6,961.83 | 1 | $6,961.83 |

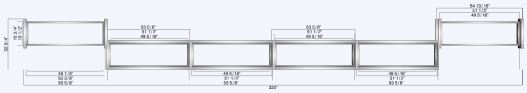

| | |
|---|---|
| **SIZE** | 320" X 19" |
| **WEIGHT** | 521.44 LBS (237.02 KG ) |
| **AREA** | 42.22 $FT^2$ |
| **FINISH** | AAMA 2605 BLACK |
| **GLASS** | 1/4" CLEAR TMP SB70 + 3/8" AIR MA BLACK SPACER + 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS |
| **PANELS** | 6 |
| **MUNTIN** | NO |
| **REVERSE** | NO |
| **LOCATION** | RIGHT |
| **JAMB TYPE** | REGULAR (NO ANCHORED) |
| **SHIM SPACE** | 1/4" SHIM SPACE |
| **ANCHOR TYPE** | TYPE B 5/16 DIA ULTRACON |
| **EQUAL PANELS** | YES |
| **PROTECTIVE FILM** | BOTH |
| **NUMBER OF ANCHORS** | 4 ANCHORS AT EACH SIDE OF JAMB AND MULLION |
| **POUR AND DEBRIDGE** | YES |
| **JAMB REINFORCEMENT** | J3 |
| **MULLION REINFORCEMENT** | M5 |
| **PRE-GLAZED?** | YES |

**FBC CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |
| **CODE** | FL 17897.3 |

**NOA CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |
| **CODE** | 20-1118.02 |

**NFRC CERTIFICATION**

| U FACTOR | SHGC | VT |
|---|---|---|
| 0.42 | 0.24 | 0.52 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 5 | 005 | ES-8000T LMI - STOREFRONT | 1 LITE | $2,920.17 | 1 | $2,920.17 |

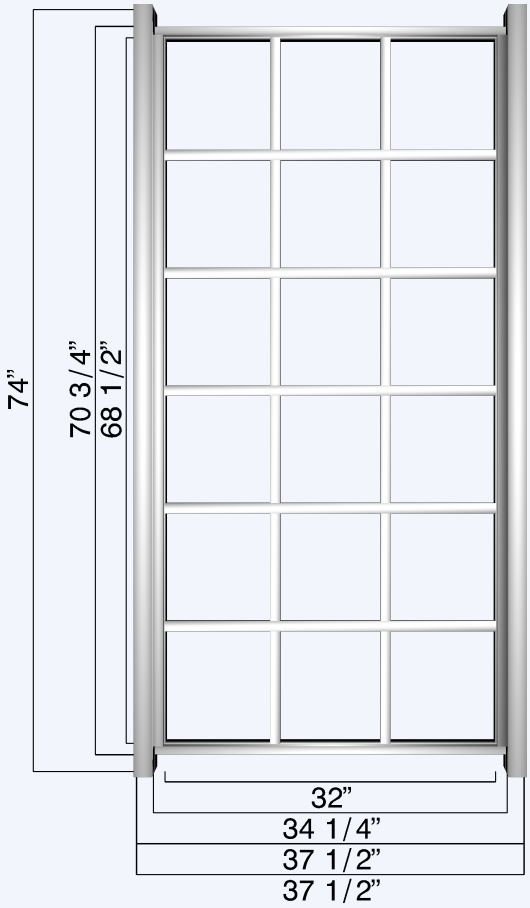


| | |
|---|---|
| **SIZE** | 37 1/2" X 74" |
| **WEIGHT** | 251.84 LBS (114.47 KG ) |
| **AREA** | 19.27 $FT^2$ |
| **FINISH** | AAMA 2605 BLACK |
| **GLASS** | 1/4" CLEAR TMP SB70 + 3/8" AIR MA BLACK SPACER + 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS |
| **PANELS** | 1 |
| **MUNTIN** | YES |
| **REVERSE** | NO |
| **LOCATION** | SINGLE |
| **JAMB TYPE** | REGULAR (NO ANCHORED) |
| **SHIM SPACE** | 1/4" SHIM SPACE |
| **ANCHOR TYPE** | TYPE B 5/16 DIA ULTRACON |
| **EQUAL PANELS** | YES |
| **PROTECTIVE FILM** | BOTH |
| **NUMBER OF ANCHORS** | 4 ANCHORS AT EACH SIDE OF JAMB AND MULLION |
| **POUR AND DEBRIDGE** | YES |
| **JAMB REINFORCEMENT** | J3 |
| **MULLION REINFORCEMENT** | M5 |
| **PRE-GLAZED?** | YES |

**FBC CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |
| **CODE** | FL 17897.3 |

**NOA CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |
| **CODE** | 20-1118.02 |

**NFRC CERTIFICATION**

| U FACTOR | SHGC | VT |
|---|---|---|
| 0.42 | 0.24 | 0.52 |

**MUNTIN DETAILS**

| | |
|---|---|
| PANEL | A |
| PATTERN | GRID |
| LITES ACROSS | 3 |
| LITES DOWN | 6 |
| INTERNAL STYLE | ALU-P-018 |
| EXTERNAL STYLE | ALU-P-018 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 6 | 006 | ES-8000T LMI - STOREFRONT | 2 LITE | $16,011.38 | 1 | $16,011.38 |

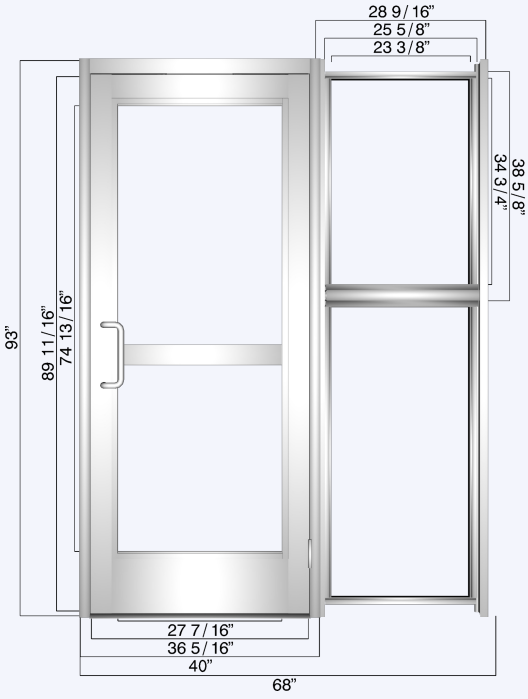


| | |
|---|---|
| **SIZE** | 68" X 93" |
| **WEIGHT** | 439.22 LBS (199.64 KG ) |
| **AREA** | 43.92 $FT^2$ |
| **FINISH** | AAMA 2605 BLACK |
| **GLASS** | 1/4" CLEAR TMP SB70 + 3/8" AIR MA BLACK SPACER + 1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS |
| **PANELS** | 2 |
| **DOOR PANEL** | 1 |
| **DOOR GLASS** | 1/4" CLEAR TMP SB70 + 3/8" AIR MA BLACK SPACER + 3/16" CLEAR HS + 0.09 PVB CLEAR + 3/16" CLEAR HS |
| **CLOSER** | YES |
| **MUNTIN** | NO |
| **MUNTINS** | NO |
| **OPENING** | RIGHT OPENING (XR) |
| **REVERSE** | YES |
| **LOCATION** | LEFT |
| **JAMB TYPE** | REGULAR (NO ANCHORED) |
| **SILL TYPE** | SADDLE THRESHOLD (ES9015)(ALTERNATIVE ADA) |
| **FRAME TYPE** | ES8000 |
| **SHIM SPACE** | 1/4" SHIM SPACE |
| **ANCHOR TYPE** | TYPE B 5/16 DIA ULTRACON |
| **BOTTOM RAIL** | HIGH BOTTOM RAIL |
| **EQUAL LITES** | NO |
| **EQUAL PANELS** | YES |
| **CUSTOM PANELS** | NO |
| **REINFORCEMENT** | MD4 |
| **LOCK MECHANISM** | PANIC ELECTRIC |
| **COLOR THRESHOLD** | CLEAR ANOD |
| **PROTECTIVE FILM** | BOTH |
| **DIAMETER CLUSTER** | 1/4 |
| **QUANTITY CLUSTER** | 6 |
| **DECORATIVE MUNTIN** | NO |
| **NUMBER OF ANCHORS** | 2 ANCHORS AT EACH SIDE OF JAMB AND MULLION |
| **POUR AND DEBRIDGE** | YES |
| **JAMB REINFORCEMENT** | J3 |
| **MULLION REINFORCEMENT** | M5 |
| **PRE-GLAZED?** | YES |

**FBC CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 70.00 | 60.00 |

**CODE** FL 17897.3

**NFRC CERTIFICATION**

| U FACTOR | SHGC | VT |
|---|---|---|
| 0.42 | 0.24 | 0.52 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 7 | 007 | ES-9000 - SWING DOOR | SINGLE LEAF | $12,668.94 | 1 | $12,668.94 |

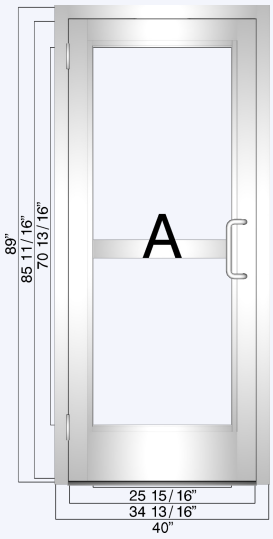


| | |
|---|---|
| **SIZE** | 40" X 89" |
| **WEIGHT** | 246.87 LBS (112.21 KG ) |
| **AREA** | 24.72 $FT^2$ |
| **FINISH** | AAMA 2605 BLACK |
| **GLASS** | 1/4" CLEAR TMP SB70 + 3/8" AIR MA BLACK SPACER + 3/16" CLEAR HS + 0.09 PVB CLEAR + 3/16" CLEAR HS |
| **CLOSER** | YES |
| **MUNTINS** | NO |
| **OPENING** | LEFT OPENING (XL) |
| **LOCATION** | SINGLE |
| **SILL TYPE** | SADDLE THRESHOLD (ES9015)(ALTERNATIVE ADA) |
| **FRAME TYPE** | ES9000 |
| **BOTTOM RAIL** | HIGH BOTTOM RAIL |
| **CUSTOM PANELS** | NO |
| **REINFORCEMENT** | MD2 |
| **LOCK MECHANISM** | PANIC ELECTRIC |
| **COLOR THRESHOLD** | CLEAR ANOD |
| **PROTECTIVE FILM** | BOTH |
| **DIAMETER CLUSTER** | 1/4 |
| **QUANTITY CLUSTER** | 6 |
| **DECORATIVE MUNTIN** | NO |
| **PRE-GLAZED?** | YES |

**FBC CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 80.00 | 80.00 |

**CODE** FL 22527.1

**NOA CERTIFICATION**

| INTERNAL PSF | EXTERNAL PSF |
|---|---|
| 80.00 | 80.00 |

**CODE** 23-0724.12

**NFRC CERTIFICATION**

| U FACTOR | SHGC | VT |
|---|---|---|
| 0.77 | 0.18 | 0.32 |

PRODUCT TOTALS

| | |
|---|---|
| PRODUCT TOTAL | $66,844.95 |
| TAX RATE | 7.00% |
| TAX AMOUNT | $4,679.15 |

TERMS AND SERVICES

| | |
|---|---|
| INSTALLATION PRICE | $17,000.00 |
| PERMIT PRICE | $3,400.00 |
| MISCELLANEOUS | $850.00 |

TOTALS

| | |
|---|---|
| TOTAL | $92,774.10 |

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PENA
GLASS WINDOWS & DOORS

# PROPOSAL

**Proposal submitted to:** **Date: 12/8/2024**
**Sayed Gabriel Antar**
**AARYA Construction & Designs, In**
**Project: Fire Station #4 Plantation Fl**

---

**We hereby submit specifications and proposal for: ESW – Black 2405 Paint Finish – Clear Insulated Low-E Glass. Louver Aluminum Doors Painted Black**

**Scope of Work:**

1. **Preparation and Scaffolding:**
   - **Scaffold Setup: Erect scaffolding around the installation area to ensure safe and efficient access for window and door placement.**
   - **Scissor Lift: Provide and operate a scissor lift to facilitate the installation of windows and doors at elevated heights.**
2. **Installation of Wood Bucks:**
   - **Wood Buck Installation: Install wood bucks in the window and door openings as per project requirements. Ensure that wood bucks are securely anchored and level.**
   - **Anchor Screws: Use Miami-Dade product-approved anchor screws to attach wood bucks firmly. Follow manufacturer specifications for installation to ensure compliance with Miami-Dade regulations.**
3. **Window and Door Installation:**
   - **Window and Door Placement: Position and secure windows and doors within the prepared openings. Ensure proper alignment and fit as per NOA specifications.**
   - **Fastening: Use appropriate fasteners and techniques to secure windows and doors in place, ensuring structural integrity and compliance with safety standards.**
4. **Exterior Sealing:**
   - **617Sealant Application: Apply Sika Flex 15 LM exterior sealant around the perimeter of windows and doors. This sealant will be chosen to match the window and door frames, providing a weatherproof and aesthetically pleasing finish.**
   - **Sealant Application Procedure: Follow manufacturer's guidelines for application to ensure a durable and effective seal.**
5. **Inspection and Cleanup:**
   - **Inspection: Conduct a thorough inspection of the installation work to ensure all windows and doors are installed correctly, securely, and according to NOA specifications.**
   - **Cleanup: Remove all construction debris, tools, and equipment from the site. Ensure that the area is left clean and ready for subsequent trades.**

**Quality Assurance:**

- **Ensure all materials and methods used meet Miami-Dade product approval requirements.**
- **Adhere to all safety standards and regulations throughout the project.**
- **Follow all manufacturer instructions for products used to ensure longevity and effectiveness.**

**By adhering to these detailed steps, the installation of windows and doors will be completed efficiently and to the highest standard, ensuring durability, compliance, and a high-quality finish.**

**1- ESW Materials(Tax Included)----------$71,524.10**
**2- Installation including materials----------$17,000.00**
**3- Delivery Fee----------$850.00**
**4- Permit Processing Fee----------$900.00**
**5-Engineering Shop Drawing/Calculations Signed and Sealed----------$2,500.00**
**7- Louver Metal Doors(Tax Included)----------$6,100.00**

**Grand Total----------$98,874.10**

**Included:**

- **Materials**
- **Installation**
- **Trash removal**
- **1-year warranty on installation**
- **Manufacturer Warranty**

**Excluded:**

- **City permit fee**
- **Concrete cutting**
- **Knee walls**
- **Structural steel**
- **Headers/columns**
- **Brake metal**
- **Paint or touch-up**
- **Repair of existing damaged drywall**
- **Repair of existing damaged stucco**
- **Windowsill**
- **Electrical/alarm wiring**
- **Special hardware**

**Additional Work: Any work not specified in the contract will require a change order. Unforeseen work may incur additional costs. We are not responsible for the removal or damage of alarms, curtains, or blinds. Note: It is the owner's responsibility to remove alarms, curtains, and blinds and to move furniture from the window working area.**

**Authorized and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payments will be made as outlined above**.

**Signature:** David Pena_____

**Prepared By: DAVID PENA**

**Customer Signature:** _____

CELL: (786) 398-2681

**Print Name:** _____

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# ADDENDUM NO. 2

**ITB No. 078-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 4**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $904,353.00.

**Response No. 5 –** The Budget for this project is $789,500.47. Please see attached revised Bid Form

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 078-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: Erik Gonzalez**_____

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 078-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 4**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* __
**Pena Glass Windows and Doors**_____

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 4 | $ 77,624.10 |
| 2 | Permit Allowance | **$24,417.53** |
| 3 | Construction Allowance | **$90,435.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 98,874.10 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GLASS AND GLAZING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## GONZALEZ, ERIK

PENA GLASS WINDOWS & DOORS INC.
4520 MADISON STREET
HOLLYWOOD FL 33021

**LICENSE NUMBER: SCC131153168**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/09/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5236

City of Plantation
City Council Chambers

**Subject:**

ITB No. 077-24; Windows and Doors Replacement- Fire Station No. 6

**Summary:**

Requesting authorization and approval of the following:

- Authorization and approval to execute an agreement with, and process payment to Roof Painting by Hartzell, Inc., for "Window and Doors Replacement- Fire Station #6" in accordance with ITB No. 077-24 for an amount of $406,667.30.

**Procurement:**

Pursuant to City Code Sec. 2-220(e) and 2-226(c) the Procurement Department secured formal competitive bids for the above-mentioned project. On December 10, 2024, ten (10) competitive bids were received, four (4) of the ten (10) bid submittals were deemed non-responsive. This solicitation was advertised/posted on the Demand Star website for seventy-seven (77) calendar days, broadcasted to 3,164. and had 55 Planholders A copy of the ten (10) competitive bids submittals are attached for your review.

The numerical results are as followed:

| Bidder | Base Bid Total | Original Bid Bond Submitted | Plantation Local Business pursuant to Section 2-227 City Code |
|---|---|---|---|
| **Atlas Door and Garage, Inc.** | $102,304.00 | No (The Bidder is deemed non-responsive pursuant to Section 16.5 of the Instructions to Bidder) | No |
| **Roof Painting by Hartzell, Inc.** | $406,667.36 | Yes | No |
| **VPR Construction Corporation** | $421,265.36 | Yes | No |
| **Dekota, LLC.** | $436,510.16 | Yes | No |

| | | | |
|---|---|---|---|
| **J&IC Construction Services, LLC.** | $439,472.24 | Yes | No |
| **Best Home Protection Window and Doors, Inc.** | $519,117.36 | No (The Bidder is deemed non-responsive pursuant to Section 16.5 of the Instructions to Bidder) | No |
| **SFL Property Maintenance Corp.** | $527,877.18 | Yes | No |
| **Coast to Coast Garage Door, LLC.** | $729,424.17 | Yes | No |
| **Rycon Construction, Inc.** | $824,849.36 | No (The Bidder is deemed non-responsive pursuant to Section 16.5 of the Instructions to Bidder) | No |
| **Juliana Enterprises, Inc. dba Power Pro** | $837,931.36 | No (The Bidder is deemed non-responsive pursuant to Section 16.5 of the Instructions to Bidder) | Yes |

**Note:** The City did receive a bid submittal from a local (Plantation) business, however the funding source (Grant Funds) associated with this solicitation prohibits the use of local preference provisions.

The Procurement Department staff performed a review of the apparent low bidder for (Roof Painting by Hartzell, Inc.) to ascertain submittal responsiveness. After careful consideration of all the information provided by the bidder, the Procurement Department staff concluded Roof Painting by Hartzell, Inc., submitted the lowest, responsive bid submittal.

On February 7, 2025, the Design and Construction Division and Procurement Staff met with Roof Painting by Hartzell, Inc (as part of the City's responsible review) to ensure that they can meet all expectations and perform the services as stated within the ITB No. 077-24 at the rates provided within their bid submittal. Based on this meeting and all the information provided by the Bidder, Staff concluded that Roof Painting by Hartzell, Inc., submitted the lowest responsible bid.

Based on the foregoing, the Design and Construction Division and Procurement Department request authorization and approval of the following:

- Authorization and approval to execute an agreement with, and process payment to Roof Painting by Hartzell, Inc., for "Window and Doors Replacement- Fire Station #6" in accordance with ITB No. 077-24 for an amount of $406,667.30.

**Background:**

**Strategic Priorities: Proactive and Responsive Asset Management.**

This window and door replacement project is part of the hardening project to meet current code for HVHZ impact ratings for wind speeds of 181MPH. The replacements will not only meet current impact ratings, they will improve the overall resiliency and security of the Fire Station in addition to being instrumental to its function and safety.

This item is now ready for City Council consideration.

**Funding:**

331-0000-522-6302

**Amount:**

Item No. 1: Doors and Window Replacement - Fire Station #6... $288,550.00
Item No. 2: Permit Allowance... $25,324.16
Item No. 3: Construction Allowance... $93,793.20

**Grand Total: $406,667.30**

**Finance Director/Budget Manager Recommendation:**

The Windows and Doors Replacement at Fire Station No. 6 is funded as follows:

Federal Grant: $803,942.10
State Grant: $ 41,196.70
City match: $ 93,793.20 (Designated Capital Fund Balance)

**Prepared By:**

Charles Spencer

**ATTACHMENTS:**
Advertised Solicitation.pdf
Roof Painting by Hartzell Submittal.PDF
Submittal Package - Atlas Door and Gate, Inc..PDF
Submittal Package - Dekora, LLC.pdf
Submittal Package - SFL Property Maintenance Corp..PDF
Submittal Package - Rycon Construction, Inc..PDF
Submittal Package - VPR Construction Corporation.PDF
Submittal Package - J&IC Construction Services, LLC..PDF
Submittal Package - Coast to Coast Garage Door.PDF
Proposal Package - Julian Enterprises, Inc. dba Power Pro.PDF
Submittal Package - Best Home Protection.PDF

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: _____**

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: _____**

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** _____

# CITY OF PLANTATION

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# INVITATION TO BID

# ITB NO. 077-24

"**Windows and Doors Replacement – Fire Station # 6**"

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 10, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 24, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

***Supplemental Forms***

Agreement

General Conditions

Final Payment Waiver

Final Receipt and Release

Progress Payment Waiver of Claim

Public Construction Bond

Exhibit A – FEMA Executed Agreement

**CITY OF PLANTATION**

**INVITATION TO BID**

**ITB NO. 077-24**

**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, DECEMBER 10, 2024.** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY IS REQUESTING PROPOSALS FOR THE COMPLETE REPLACEMENT OF EXISTING EXTERIOR WINDOWS, DOORS AND LOUVERS AT THE CITY OF PLANTATION FIRE STATION # 6.

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 10, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 24, 2024**
MANDATORY PRE-BID MEETING TIME: **11:00 AM to 12:00 PM**
MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO CARLOS MARMOLEJOS, PROCUREMENT AGENT, 400 NW 73 AVENUE PLANTATION, FLORIDA. CARLOS MARMOLEJOS CAN BE REACHED AT 954-414-7842, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Replacement of the existing exterior Windows, Doors, and Louvers for Fire Station # 6**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the complete replacement of existing exterior Windows, Doors, and Louvers at the City of Plantation Fire Station # 6.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening Date: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Mandatory Pre-Bid/Site Visit Meetings:
  - Location: 11050 West Sunrise Boulevard**,** Plantation, FL 33322
  - Time: 11:00 AM to 12:00 PM
  - Dates: October 10, 2024 or October 24, 2024

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. COMPENSATION

6.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

6.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

7. GUARANTEES

7.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

8. EXAMINATION OF BID DOCUMENTS AND SITE

8.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

8.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

8.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

9. INTERPRETATIONS AND ADDENDA

9.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

10. SUBMISSION OF BIDS

10.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

12. OPENING OF BIDS

12.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. AWARD OF CONTRACT

13.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

13.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

13.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

14. INDEMNITY

14.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

14.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

14.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. QUALIFICATIONS OF BIDDERS

15.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

15.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

15.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Work shall be undertaken by a Licensed General Contractor with minimum of five (5) years of commercial installation in similar Projects within the State of Florida. Bidder or Bidder's subcontractor(s) must be a certified installer by the manufacturer of any proposed material/equipment/products. In addition, Bidder must demonstrate the ability and experience necessary for this project. Contractor shall submit the following:

- State License for qualifying individual(s) or Broward County Certificate of Competency and State Registration.
- Broward County Local Business Tax (formerly known as Broward County Occupational License) or Home County Occupational License, if other than Broward.

15.4 List of three (3) projects completed in the last five (5) years of similar complexity to this project. Description of projects shall include:
Name of project
Location
City's name, address and business phone number
Scope of work and contract amount

16. BID SECURITY

16.1. **An original bid bond is required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

16.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

16.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar

day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

16.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

16.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

17.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

18. LIQUIDATED DAMAGES

18.1. City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **$750.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **$1,000.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

19. SCHEDULE OF VALUES

19.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

20. CONTRACT TIMELINE

20.1. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

21. CONTRACT SECURITY

21.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**CITY OF PLANTATION**
**FIRE STATION # 6**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

## PRODUCT "BASIS OF DESIGN"

### Storefront Windows and Doors

#### Products:

- WinDoor Estate SH-360 Single Hung
- Single Hung and CGIC SE-3550 Entry Door
- Architectural Louvers E6WF – 6" Deep 45 Degree Hurricane Duty WDR Blade Extruded Aluminum Stationary Louver with internal bird/insect screen AND High-Performance 3-Coat Fluoropolymer finish in compliance with AAMA 2605

### Specifications:

- Frames: AAMA 2605 Black Finish (Kynar or equal)
- Glass: Clear, Insulated Laminated (Solar Ban 70 or equal)
- Mullions: to match existing window layout
- Entry Door Sill: ADA Compliant

### Window and Louver Openings:

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work.
- All quantities are to be field verified by the CONTRACTOR as part of scope of work.

### Door Openings

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work
- All quantities are to be field verified by the CONTRACTOR as part of scope of work
- Miami-Dade protocols: Louver design shall pass the following tests.
    - PA 201-94 Large Missile Impact.
    - PA 202-94 Uniform Pressure (for ±150 psf wind load).
    - PA 203-94 Cyclic Wind Pressure.

### Warranty Period

- Frame Coverage – Five (5) Years
- Hardware, Screens and Moving Parts – Three (3) Years
- Insulating Laminated Glass – Five (5) Years
- Stress Cracks – One (1) Year
- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the

date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**Apparatus Bay Doors**

**Products: (Basis of Design)**

- New Best Rolling Doors, Inc. Motorized Steel Roll-Up Door LMI/HVHZ FL19-1015.15 or Equivalent. Motorized roll up bay doors are to be equipped with automatic and push button door openers; obstacle sensors and 24 gauge or thicker coil hoods. Roll-up doors shall be capable of 24" per second up travel and 15" per second down travel. All roll-up doors are to meet Florida Building Code Impact and Wind ratings for essential facilities.

- Apparatus Bay Doors shall have Miami-Dade County Product Approval for Large Missile Impact. Contractor shall submit fully detailed Engineered shop drawings with product approval.

- Provide electrical wiring and door operating controls conforming to the applicable requirements of NFPA 70. Electric door-operator assemblies need to be the sizes and capacities recommended and provided by the door manufacturer for specified doors. Furnish complete assemblies with electric motors and factory pre-wired motor controls, sensors, starters, gear reduction units, solenoid operated brakes, clutch, remote-control stations, manual and automatic control devices and accessories as required for proper operation of the doors.

- Provide a manual operator of chain-gear mechanism with release clutch to permit manual operation of the doors in case of power failure. Arrange the emergency manual operator so that it may be put into and out of operation from floor level and its use does not affect the adjustment of the limit switches. Provide an electrical or mechanical device that automatically disconnects the motor from the operating mechanism when the emergency manual operating mechanism is engaged. Provide full weather stripping; 3 point compressible vinyl gasket bottom seal, extending into guides, vinyl strip guide seals against facia side of curtain, neoprene/rayon baffle at hood to impede air flow/water intrusion above coil and nylon brush lintel seal fitted at door header to impede air flow/water intrusion.

- Warranty: Five years from date of Substantial Completion against defects in material and workmanship.

- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Maintenance: Submit for CITY's consideration and acceptance of a maintenance service agreement for motorized roll-up doors.

**Manufacturer Qualifications:**

Alternate manufactures would be considered but must meet or exceed "Basis of Design" and design intent. All proposed alternates are to be submitted to the City with all appropriate complete documentation and comparisons showing the alternate products meet or exceed basis of design with bid submittal. The City shall have sole discretion as pertains to final approval and acceptance of all equal/alternate products/equipment/materials.

**General Requirements:**

- The City's budget for this project is $937,932.00

- Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

    - Americans with Disabilities Act (ADA)
    - Florida Building Code Accessibility
    - Florida Building Code
    - National Fire Protection Association (NFPA)
    - Florida Fire Prevention Code (FFPC)
    - City of Plantation Code of Ordinances

- The quality of all materials must meet the highest standards, and must be installed using best practices of the construction industry. The method of window removal shall allow for the removal of only as many windows from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

- CONTRACTOR shall be responsible for all permit submissions, fees, and associated building construction cost.

- CONTRACTOR is responsible for all submissions and fees associated with Planning Boards, City Commission approvals, and any County or State approval processes if applicable.

- Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 to complete the project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of legally by contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Plantation waste containers.

- CONTRACTOR shall coordinate with the City for utilizing which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, portable toilet facilities, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. CONTRACTOR shall coordinate the flow of work with the CITY and Fire Department in order to maintain a fully operations facility at all times during the course of the project.

- CONTRACTOR shall insure that all safety measures are maintained throughout the duration of construction.

- CONTRACTOR is responsible for all demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 windows and doors replacement project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of by contractor utilizing the City's franchised solid waste contractor.

- CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- CONTRACTOR shall be responsible for inspecting and examining the site to understand the complete project prior to submitting a bid proposal.

- **The City's schedule for this project is 180 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, a Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities.

- **The City's schedule for this project is 210 days** from Notice to Proceed to final completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- All work for this project must be **completed within 210 days** from the start of when the Notice to Procced is issued, unless a different time is specifically agreed upon for that particular order, by the City of Plantation Contract Administrator.

The CONTRACTOR shall demonstrate good project management practices. Among these practices, the CONTRACTOR firm shall demonstrate clear and effective communication with the City of Plantation and respective staff, outside permitting agencies, and the involved parties. The CONTRACTOR shall demonstrate efficient and effective management of time, resources, and documentation.

The City enforces Section 16-2 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

The CONTRACTOR shall, at its expense, as requested by Project Manager, attend any and all meetings called by Project Manager to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Project Manager or designee with typed minutes of each meeting distributed to all attendees within three (3) days of the meeting.

CONTRACTOR shall comply with and shall cooperate with Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building is fully occupied and will be operational during the window, door, roll-up door and louver replacement. The safety and operation of City functions shall take priority over all matters. Disruption of City services shall not be allowed.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Work site or who may be affected by the Work.

**Permit Fees**

Payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance permit fee amount shown on the Bid Schedule is an estimate of permit fees required for the project and is cost pass through item. The CITY will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the CITY will be paid as part of this bid item.

**Language Proficiency**

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: _____
Legal Status: _____
Address: _____

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ _____

PROJECT:
_____Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of_____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: _____

   The address of the principal place of business is: _____

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

_____

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

_____

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

_____

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

_____

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

_____

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

_____

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

| | |
|---|---|
| _____ | _____ |
| Witness | (Authorized Signature in Ink) |
| _____ | _____ |
| Witness | (Printed Name of Above Signer) |
| | _____ |
| Corporate Seal (Where appropriate) | (Printed Title of Above Signer) |
| | _____ |
| | (Date Signed) |

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is_____ and its Federal Employer Identification Number (FEIN) is _____ . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20___, by _____, who is personally known to me or who has produced _____as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires: _____

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| _____ | _____ |

**Witnesses:**

_____
Typed name:

_____
Typed name:

**BIDDER:**

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

_____ _____
Signature Printed Name

_____ _____
Bidder Name Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| **DATE** | **CITY OF PLANTATION** |

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) **12/12/2018**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER<br>**American Underwriters**<br>**Miami, FL 33166** | CONTACT NAME: **Agent Name**<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | **Agent CONTACT INFORMATION** — NAIC # |
| | INSURER A : |
| INSURED **Any-Business**<br>**1101 Easy St**<br>**MIAMI, FL 33131** | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-C JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | **UMBRELLA LIAB** X OCCUR CLAIMS-<br>X **EXCESS LIAB** MADE<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

**5305**

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

_____

Company's Name

_____

Authorized Representative Signature

_____

Print Name and Title

_____

Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name: _____ Date: _____**

**Base Bid Total: _____**

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☐

**Minority Business Enterprise:** Yes ☐ or No ☐

**Submitted Forms:**

☐ Bidders Certification

☐ Registered as a City of Plantation Vendor

☐ Bid Form

☐ Signed General Terms and Provisions

☐ Addendums (if any)

☐ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☐ References

☐ Public Entity Crimes Forms

☐ Drug Free Workplace Form

☐ Hazard Mitigation Grant Program Requirement Form

☐ Corporate Resolution Form

☐ Bid Bond Form

☐ Certificate of Insurance Requirements Form

☐ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: _____

By (sign):_____

Print Name: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 6 ("Project")**
**Agreement No. 077-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 6".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL** *Equipment, Removal, Delivery, Assembly, and Installation* ***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 077-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFESSIONAL'S STATUS DURING CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

#### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

## ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 6**
**Project No. 077-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1046
# BETWEEN
# CITY OF PLANTATION
# AND
# THE DIVISION OF EMERGENCY MANAGEMENT
# FOR
# HAZARD MITIGATION GRANT PROGRAM (HMGP)

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 26, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-025-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1046 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
Date: 2024.02.28 15:54:07 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1046

**Project Number:** 4486-025-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $803,942.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $844,138.80 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $844,138.80 |
| Federal award project description (see FFATA): | Wind Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Carole Morris
   Assistant City Administrator
   400 NW 73rd Avenue
   Plantation, FL 33317
   Telephone: 954-797-2210
   Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$803,942.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: CITY OF PLANTATION**

By: Nick Sortal

Name and Title: Nick Sortal, Mayor

Date: February 13, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:53:53 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 28-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$803,942.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #6 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-025-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #6, in Plantation, Florida 33322, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
   a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

   (1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

   (2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

   (3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

   (4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

   a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation.

Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-025-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $412,170.00 | $370,953.00 | $41,217.00 |
| Labor: | $274,960.00 | $247,464.00 | $27,496.00 |
| Fees: | $206,139.00 | $185,525.10 | $20,613.90 |
| **Initial Agreement Amount:** | **$893,269.00** | **$803,942.10** | **$89,326.90** |
| ***Contingency Funds: | $44,663.00 | $40,196.70 | $4,466.30 |
| **Project Total:** | **$937,932.00** | **$844,138.80** | **$93,793.20** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

****** This project has an estimated $44,663.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $844,138.80 | (90.00%) |
| Non-Federal Share: | $93,793.20 | (10.00%) |
| **Total Project Cost:** | **$937,932.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
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| 5 | | | | | |
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| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] **ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example**<br>**ADMINISTRATIVE COSTS**<br>**(Include Secondary Administration.)** | |
| **For example**<br>**PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

## QUARTERLY REPORT FORM

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | |
| Signature: | Nick Sortal |
| Title: | Mayor |
| Date: | 2/14/2024 |

## ATTACHMENT M

## FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Roof Painting By Haertzell
Company's Name

Authorized Representative Signature

Mike Goodwin
Print Name and Title

12/5/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Mike Goodwin, on this 5, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 1-7 [signature].

Addenda Numbers Received:

| | |
|---|---|
| #1 | 10/7/24 |
| #2 | 10/21/24 |
| #3 | 10/24/24 |
| #4 | 10/28/24 |
| #5 | 10/30/24 |
| #6 | 11/19/24 |
| #7 | 11/19/24 |
| | |

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Mike Goodwin

TITLE OF ABOVE: Project Director

COMPANY NAME: Roof Painting By Hartzell.Com

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell - Mike Goodwin

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2** - Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4** - Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Mike Goodwin - Hantzell

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Roof Painting By Hantzell

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** 646,767.00 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Mark R Lin - Hantzell

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell - Mulch & Lo

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

**This is the Final Site Visit to Take Measurements at Fire Station #6:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell - Mark W.

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
- **Nine (9) Windows**
- **Six (6) Roll up Doors**
- **Six (6) Doors**
- **Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2** - Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4** - Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hantzell

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell [signature]

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | N/A |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| N/A | | | N/A |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| N/A | | | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

CE FORM 4A – REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved:

   N/A

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

954-673-8119

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/16/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

ROOFP-2

OP ID: TC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO<br>954-340-9551 | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: JAMES RIVER INSURANCE CO - RUM 12203<br>INSURER B: FCCI INSURANCE CO. 33472<br>INSURER C: INSURANCE CO OF THE WEST 27847<br>INSURER D: IRONSHORE SPECIALTY INS CO. 25445<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X BLANKET ADDL INSD<br>X BLANKET WAIVER<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 00132197-2<br>PRIMARY & NONCONTRIBUT | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>OTHER: | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>OTHER: | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED X RETENTION $ 0 | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>AGGREGATE<br>SEE NOTES | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WFL503648407<br>BLANKET WAIVER INCLUDED | 04/15/2024 | 04/15/2025 | X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS** **CONTRACTOR**

**DATE** **CITY OF PLANTATION**

820

# CITY OF PLANTATION

Plantation
the grass is greener®

## INVITATION TO BID

## ITB NO. 077-24

**"Windows and Doors Replacement – Fire Station # 6"**

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 10, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 24, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Arturo @ OHDSC.com

# GENERAL TERMS AND PROVISIONS

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

12/9/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 9 day of DECEMBER, 2024, by MIKE GOODWIN, as PROJECT DIRECTOR for HARTZELL PAINTING, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: KYLE HOLDER

State of Florida at Large (Seal)

My commission expires: 07/16/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Roof Painting By Hartzell

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 289,550.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 406,667.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* 140 days | The work shall be completed within **210** calendar days. |

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# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: Roof Painting By Hartzell, Inc.
Legal Status: Corporation
Address: 3195 N. Powerline Road, Suite 101
Pompano Beach, FL 33069

SURETY:
Name: Developers Surety and Indemnity Company
Legal Status: Corporation
Principal place of Business: 800 Superior Avenue E., 21st Floor, Cleveland, OH 44144

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five (5%) Percent of Amount Bid

PROJECT:
Windows and Doors Replacement – Fire Station # 6, ITB NO. 077-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 4, 2024.

Roof Painting By Hartzell, Inc.
(Name of CONTRACTOR)

By:
(As Attorney in Fact) Warren Alter, Attorney-in-Fact

Developers Surety and Indemnity Company
(Name of Surety)

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6416E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6630F

Ed. 0323

Signed and sealed this 4th day of December 2024.

# GUARANTEE OF BID PROPOSAL

Name of Company: Roof Painting By Hartzell

Street Address: 3195 N. Powerline Rd

Pompano Beach FL 33069
City State Zip

Mailing Address: Same

Phone No.: 954-658-0515 Fax#: 954-957-9766

Email Address: mgoodwin@myhartzell.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1517138

State of Florida Corporation ID # (From Secretary of State): G24000038728

Federal Employer Identification Number (FEIN): 59-1144111

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

12/5/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Mike Goodwin, on this 5, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 1-7.

Addenda Numbers Received:

| | |
|---|---|
| #1 | 10/7/24 |
| #2 | 10/21/24 |
| #3 | 10/24/24 |
| #4 | 10/28/24 |
| #5 | 10/30/24 |
| #6 | 11/19/24 |
| #7 | 11/19/24 |

AUTHORIZED SIGNATURE:

PRINTED NAME OF ABOVE: Mike Goodwin

TITLE OF ABOVE: Project Director

COMPANY NAME: Roof Painting By Hartzell.Com

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9 day of December, 2024, before me, the undersigned authority, personally appeared Mike Goodwin, to me known to be the individual described in and who executed the foregoing instrument as Project Director of Hartzell, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

KYLE HOLDER (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

N/A

On this_____ day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hantzell - Mike Goodwin

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2** - Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2** –

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4** - Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Mike Goodwin - Hartzell

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – **No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15**- Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16**- Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** [signature] - Hartzell

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell - Mulch LLC

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

**This is the Final Site Visit to Take Measurements at Fire Station #6:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hantzell - [illegible]

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
- **Nine (9) Windows**
- **Six (6) Roll up Doors**
- **Six (6) Doors**
- **Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2** - Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4** - Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hantzell

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 –** Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hardrell

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Roof Painting By Hartzell

NAME: Mike Goodwin

ADDRESS: 3195 N. Powerline Rd

TELEPHONE NO.: 954-658-0515

FAX NO.: 954-957-9766

EMAIL ADDRESS: mgoodwin@myhartzell.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Roof Painting By Hartzell Inc

   The address of the principal place of business is: 3195 N. Powerline Rd, Pompano Beach FL 330

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 5/11/1966
   b. State of Incorporation: Florida
   c. President's Name: Edward Holman
   d. Vice President's Name: _____
   e. Secretary's Name: Toni Holman
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: n/a

   b. Name, address and ownership units of all partners: _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   n/a

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Haetzell Painting

6. How many years has your organization been in business under its present business name: 76

   a. Under what other former names has your organization operated?

   none

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1517138 - FEIN - 591144111

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   NO

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    NO

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    SEE Attached List

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

SEE Attached List

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

none

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

no

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Overhead Door Company

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

All Necessary Equipment, Lifts, Ladders, all Hand Tools

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: ST Thomas University DATE: 2022

LOCATION: 16401 NW 37th AVE
Miami Gardens FL
Maintenance Apt.

OWNER REPRSENTATIVE: Name: Chris Tarrant
Title: Facilities Supervisor
Email: cTarrant@stu.edu

2. PROJECT: City of Sunrise DATE: 2017

LOCATION: Roark Hall
777 Sawgrass Corp. Parkway
Sunrise FL 3325 -

OWNER REPRSENTATIVE: Name: Meegan Kaufman
Title: Capital Projects Supr.
Email: mkaufman@sunriseFL.gov

3. PROJECT: City of Sunrise DATE: 2022

LOCATION: City Hall

OWNER REPRSENTATIVE: Name: Marinelly Frias
Title: Project manager
Email: MFrias@SunriseFL.gov

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS** **CONTRACTOR**

**DATE** **CITY OF PLANTATION**

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB #077-24.

2. This sworn statement is submitted by Hartzell (entity submitting sworn statement), whose business address is 3195 N. Powerline Rd and its Federal Employer Identification Number (FEIN) is 59-1144111. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Mike Goodwin (please print name of individual signing), and my relationship to the entity named above is Project Director.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/9/24
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ Day of December, 2024, by Mike Goodwin, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: KYLE HOLDER
Notary Public, State at large
My Commission Expires: 07/16/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | N/A |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| N/A | | | N/A |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| N/A | | | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

CE FORM 4A – REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved:

   N/A

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

954-673-8119

**SIGNATURE**

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/16/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: _____

Name: Mike Goodwin

Title: Project Director

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th of Dec. (*date*) by Mike Goodwin who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Mike Goodwin
Printed Name

Mike Goodwin
Bidder Name

12/5/24
Date

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Roof Painting By Hartzell
Company's Name

Authorized Representative Signature

Mike Goodwin
Print Name and Title

12/5/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Hartzell **Date:** 12/5/24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: Mike Goodwin

# CORPORATE RESOLUTION

I hereby certify that I, Toni Holman, am the undersigned Secretary of Roof Painting By Hartzell, Inc. (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 3195 N. Powerline Rd. Ste. 101 Pompano Beach, FL 33069. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 9th day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Robert "Mike" Goodwin (name), Project Director (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. -24: Windows & Door Replacement- Fire Station # 6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 20 24

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Roof Painting by Hartzell corporation, do certify that Toni Holman (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Edward Holman | | President | | |
| Toni Holman | | Secretary | | |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Hartzell

By (sign): _____

Print Name: Mike Goodwin

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF Florida

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/5/24 (*date*) by Mike Goodwin (*name of officer or agent, title of officer or agent*), of Hantzel (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 07/16/2028

NOTARY PUBLIC

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Hartzell / Mike Goodwin, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Roof Painting by Hartzell

By: _____
Signature

Mike Goodwin / Project Dir.
Name and Title

3145 N. Powerline Rd STE 101
Street Address

Pompano Beach FL 33069
City, State, Zip

12/9/24
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

*Quality* *Service* *Integrity*

HARTZELL

# Roof Painting by Hartzell, Inc.

**Roof painting By Hartzell**
**3195 N. powerline Rd.**
**Pompano Beach Florida 33069**

**Re: Key Employee List-**

| | | | |
|---|---|---|---|
| **Edward Holman** | **President** | **42 yrs.** | **954-957-9761** |
| **Mike Goodwin** | **Project Director** | **11 yrs.** | **954-658-0515** |
| mgoodwin@myhartzell.com | | | |
| **Chuck Swift** | **Project Manager** | **10 yrs.** | **954-448-4469** |
| **chuck@myhartzell.com** | | | |
| **Brad Wagner** | **Project manager** | **13 Yrs.** | **954-290-3353** |
| **bradw@myhartzell.com** | | | |
| **Nino Ferreira** | **Project Supervisor** | **18 yrs.** | **561-305-8145** |
| **Nino@myhartzell.com** | | | |
| **Marcio Ferreira** | **Project Foreman** | **15 yrs.** | **954-607-8382** |
| **Brandon Rodammer** | **Window and Door Sup.** | **18yrs.** | **954-914-2679** |
| **Luis Carbona** | **Window and Door Sup.** | **11 Yrs.** | **954-355-2166** |

**Staff Field Workers** **16**

**Contract Employees** **120**

**Hartzell Painting**
**Mike Goodwin**
**954-658-0515**
**mgoodwin@myhartzell.com**

ROOFP-2

OP ID: TQ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>954-340-9551<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : JAMES RIVER INSURANCE CO - RUM | 12203 |
| INSURER B : FCCI INSURANCE CO. | 33472 |
| INSURER C : INSURANCE CO OF THE WEST | 27847 |
| INSURER D : IRONSHORE SPECIALTY INS CO. | 25445 |
| INSURER E : | |
| INSURER F : | |

INSURED
ROOF PAINTING BY HARTZELL, INC.
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X BLANKET ADDL INSD<br>X BLANKET WAIVER<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 00132197-2<br>PRIMARY & NONCONTRIBUT | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>AGGREGATE<br>SEE NOTES | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WFL503648407<br>BLANKET WAIVER INCLUDED | 04/15/2024 | 04/15/2025 | X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

# State of Florida
## Department of State

I certify from the records of this office that ROOF PAINTING BY HARTZELL, INC. is a corporation organized under the laws of the State of Florida, filed on May 11, 1966.

The document number of this corporation is 305048.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of October, 2019*

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

**Tracking Number: 5274766488CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5554

SOUTH FLORIDA
WINDOWS & DOORS
A DIVISION OF HARTZELL

Thanks for choosing South Florida Windows and Doors. Here are 3 references from past jobs.

**Brian Hyman**
Pelican Cove Community in Ocean Ridge
561.385.9036
brian@pelicancovepoa.com

**Deborah Balka**
Cascade Lakes Property Manager in Boynton Beach
561.737.9986
Deborah.balka@fsaresidential.com

**Ron Sereno**
Board President for the Gallion
973.296.7610
Ronser300@gmail.com

**Tim Bogdanchik**
Assistant Residential Division Director | New Construction & Residential Divisions
Direct 954.957.9762
3195 North Powerline Road, Ste 112,
Pompano Beach, FL 33069
WWW.MYFLWINDOWS.COM

**Roof Painting by Hartzell Inc**
**Recent Lawsuits**

**Roof Painting by Hartzell Inc Plaintiff vs. Big Span Structures LLC Defendant**

**Filing Date:** 06/23/2023

Contract and Indebtedness Damages more than $30,000 up to $50,000

**Description:** Big Span Structures LLC contracted by City of Pompano Beach "design, engineer, fabricate and install the approximate 35,000 sq. ft. of PVC membrane roof, the supporting steel structure, cables, clamping and hardware" for the Pompano Beach Amphitheater. Big Span Structures, LLC subcontracted with Roof Painting by Hartzell Inc to pressure clean or chemically wipe all metal surfaces grind rusted metal to clean surface prime and paint the Metal Superstructure. Roof Painting by Hartzell Inc completed the work and Big Span Structures LLC failed to pay under the terms of the subcontractor agreement.

**Ama 2, Corp Plaintiff vs. Roof Painting by Hartzell, Inc, et al Defendant**

**Filing Date:** 06/01/2023

Contract and Indebtedness Damages more than $50,000

**Description:** Roof Painting by Hartzell, Inc. engaged Ama 2, Corp as a subcontractor. During the course of Roof Painting by Hartzell, Inc.'s dealing with Ama 2, Corp., Ama 2, Corp was unable to provide "As Built Drawings" to substantiate work performed. Under the Subcontractor agreement in place Roof Painting by Hartzell, Inc. withheld payment on any unsubstantiate work. Ama 2, Corp. filed a breach of contract suite.

**Roof Painting by Hartzell Inc Plaintiff vs. A 2 Z Contracting Incorporated Defendant**

**Filing Date:** 02/01/2021

Contract and Indebtedness Damages more than $8,000 up to $15,000

**Description:** A 2 Z Contracting retained Roof Painting by Hartzell Inc. as a subcontractor to paint at least 4 homes. The Subcontract was not fully performed as A 2 Z Contracting failed to Roof Painting by Hartzell Inc. as work was being performed. Roof Painting by Hartzell Inc. brought suite for breach of contract. The case was decided in Roof Painting by Hartzell Inc.'s favor.

HARTZELL

3195 N. Powerline Road Suite 101
Pompano Beach, Fl 33069

PAINTING • CONSTRUCTION • WINDOWS & DOORS
www.MYHARTZELL.com

City of Plantation
ITB-077-24
Window & Door Replacement
Fire Station #6
Bid Bond
Due 12/10/24
11am

KIa
12/9/24
11:43 AM

5557

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH
**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

**For Vending Business Only**

**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |

Receipt Fee 33.00
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

EDWARD HOLMAN
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL
33069-1052

**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH
**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

**For Vending Business Only**

**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |


**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5560

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** | **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

O: 954-957-9761 F: 954-957-9766
**Roof Painting by Hartzell, Inc.**
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

# Roof Painting by Hartzell Inc.

| | |
|---|---|
| Type of Firm | Florida C-Corp (5/11/1966) |
| FEIN | 59-1144111 |
| Officers | Edward Holman, President |
| Categories of Work | General painting commercial and residential, pressure cleaning and weather proofing needs, concrete sealing and staining, decorative concrete finishes, specialty coatings, wood sealing and staining |
| Geographic are of work | Florida |
| Insurance | GL/Auto/Inland/Marine<br>United Specialty Insurance Company<br>$7,000,000<br><br>Workman's Compensation<br>United Specialty Insurance Company<br>$1,000,000 |
| Bonding | Alter Surety, Warren Alter |
| Banking | PNC Financial Services - Teresa Salemi 954-745-1409<br>PNC Treasury Management – Joseph Howell 954-745-1418 |
| Credit References | Sherwin Williams Company - Veronica Moran 954-495-7126<br><br>High Reach 2 – Terry Bertoglio 321-275-2100<br><br>Sunbelt Rentals – Maureen Wood 407-816-1591 |

Mike Goodwin
Project Director

ROOFP-2

OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO<br>954-340-9551 | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B : FCCI INSURANCE CO. — 33472<br>INSURER C : INSURANCE CO OF THE WEST — 27847<br>INSURER D : IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X BLANKET ADDL INSD<br>X BLANKET WAIVER<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 00132197-2<br>PRIMARY & NONCONTRIBUT | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 0 | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>AGGREGATE<br>SEE NOTES | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WFL503648407<br>BLANKET WAIVER INCLUDED | 04/15/2024 | 04/15/2025 | X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000038728

**Fictitious Name to be Registered:** HARTZELL PAINTING

**Mailing Address of Business:** 3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

**Florida County of Principal Place of Business:** BROWARD

**FEI Number:** 59-1114411

**FILED**
**Mar 18, 2024**
**Secretary of State**

**Owner(s) of Fictitious Name:**

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069 UN
Florida Document Number: 305048
FEI Number: 59-1144111

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

EDWARD F. HOLMAN, JR. 03/18/2024

Electronic Signature(s) Date

**Certificate of Status Requested (X)** **Certified Copy Requested ( )**

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

# State of Florida

## Department of State

I certify from the records of this office that HARTZELL PAINTING is a Fictitious Name registered with the Department of State on March 18, 2024.

The Registration Number of this Fictitious Name is G24000038728.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

***Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Nineteenth day of March, 2024***

**Secretary of State**

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000038728

**Fictitious Name to be Registered:** HARTZELL PAINTING

**Mailing Address of Business:** 3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

**Florida County of Principal Place of Business:** BROWARD

**FEI Number:** 59-1114411

**FILED**
**Mar 18, 2024**
**Secretary of State**

**Owner(s) of Fictitious Name:**

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069 UN
Florida Document Number: 305048
FEI Number: 59-1144111

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

EDWARD F. HOLMAN, JR. 03/18/2024

Electronic Signature(s) Date

**Certificate of Status Requested (X)** **Certified Copy Requested ( )**

SOUTH FLORIDA
WINDOWS & DOORS
A DIVISION OF HARTZELL

**Last Modified Date:** 12/05/2024 13:19:49

**PO#:**Goodwin Fire Station #6

**Job Name:**Goodwin Fire Station #6

**Job Address:**

Quote # 8195650

**Ship Date:**

## CUSTOMER SALES QUOTE

**Sales Person:**Brandon Rodammer

**ShipTo:** SOUTH FLORIDA WINDOWS & DOORS

Account#: A00573

3195 NORTH POWERLINE ROAD SUITE 112
105879
POMPANO BEACH, FL 33069-1052
Phone# Fax#

**Customer**

Account #

Phone# Fax#

| Line # | Item Description | Quantity |
|---|---|---|
| 0001 (1.00) | GIG Windows & Doors | Ordered: 1.00 |
| | *BLACK frames, CLEAR low e Glass | |
| Location: Attached | | Notes: |
| 0002 (2.00) | Storefront Entrance | Ordered: 1.00 |
| | (1) Single, (2) Doubles | |
| Location: Panic & Electrical access | | *Power connection (By Others) |
| 0003 (3.00) | Supply & Install (Permit By Others) | Ordered: 1.00 |

**Windows & Swing Doors (Supply & Install- permit by others ) Job Total = $57,350.00**

## 10



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 1 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 20



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 3 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 30



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 4 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 40



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 5 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 50



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 6 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 60



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 6 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 70

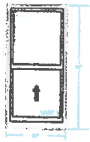

**Quantity:** 1
**Series:** 20K Single Hung-Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 13 window w/ AC unit

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 25" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | Single Hung Custom | 25.0000" | 52.0000" | N/A | N/A | 1.05 \| 0.30 |

## 80



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 22

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 90



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 25

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 100



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 26

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 110

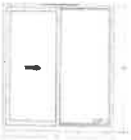

**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 27

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

SOUTH FLORIDA
WINDOWS & DOORS
A DIVISION OF HARTZELL

**Last Modified Date:** 12/05/2024 13:19:49

**PO#:**Goodwin Fire Station #6

**Job Name:**Goodwin Fire Station #6

**Job Address:**

Quote # 8195650

**Ship Date:**

## CUSTOMER SALES QUOTE

**Sales Person:**Brandon Rodammer

**ShipTo:** SOUTH FLORIDA WINDOWS & DOORS

Account#: A00573

3195 NORTH POWERLINE ROAD SUITE 112
105879
POMPANO BEACH, FL 33069-1052
Phone# Fax#

**Customer**

Account #

,

Phone# Fax#

| Line # | Item Description | Quantity |
|---|---|---|
| 0001 (1.00) | GIG Windows & Doors | Ordered: 1.00 |
| | *BLACK frames, CLEAR low e Glass | |
| Location: Attached | | Notes: |
| 0002 (2.00) | Storefront Entrance | Ordered: 1.00 |
| | (1) Single, (2) Doubles | |
| Location: Panic & Electrical access | | *Power connection (By Others) |
| 0003 (3.00) | Supply & Install (Permit By Others) | Ordered: 1.00 |

**Windows & Swing Doors (Supply & Install- permit by others ) Job Total = $57,350.00**

## 10



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 1 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 20



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 3 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 30



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 4 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 40



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 5 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 50



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 6 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 60



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 6 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 70

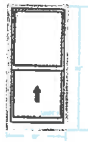

**Quantity:** 1
**Series:** 20K Single Hung-Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 13 window w/ AC unit

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 25" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | Single Hung Custom | 25.0000" | 52.0000" | N/A | N/A | 1.05 \| 0.30 |

## 80



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 22

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 90



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 25

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 100



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 26

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 110

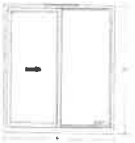

**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 27

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

**Attachment F**

**QUARTERLY REPORT FORM**

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:**

**Advance Payment Information:**
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

**Target Dates (State Agreement):**
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: ____%

**Describe Activities - Milestones completed this quarter only:**

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:** ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC):
Signature: Phone: 954-658-0515

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:*

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%
*Date Reviewed:* *Reviewer:* *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable**.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Roof Painting By Huntzell, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Huntzell

By: _____
Signature

Mike Goodwin - Project Director
Name and Title

3195 N. Powerline Rd - STE 101
Street Address

Pompano Beach FL
City, State, Zip

12/9/24
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable):

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE): Hartzell Painting

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☑

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, Hartzell, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor

Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024

Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☑

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Agency Agreement/Contract #** | |
| **Total Contract Amount** | |
| **Contract Term:** | |

| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
|---|---|---|
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Mark Stertal |
| Signature: | Mark Stertal |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, Antioch, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor

Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024

Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☑

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Agency Agreement/Contract #** | |
| **Total Contract Amount** | |
| **Contract Term:** | |

| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
|---|---|---|
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

Scrut.

## ATTACHMENT M

### FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Roof Painting By Hartzell

Vendor FEIN: 59-1144111

Vendor's Authorized Representative Name and Title: Mike Goodwin - Project Director

Address: 3195 N. Powerline Rd

City: Pompano Bch State: FL Zip: 33069

Phone Number: 954-658-0515

Email Address: mgoodwin@myhartzell.com

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Mike Goodwin - Project Director

Date: 12/9/24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

# CORPORATE RESOLUTION

I hereby certify that I, Toni Holman, am the undersigned Secretary of Roof Painting By Hartzell, Inc. (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 3195 N. Powerline Rd. Ste. 101 Pompano Beach, FL 33069. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 9th day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Robert "Mike" Goodwin (name), Project Director (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. -24: Windows & Door Replacement- Fire Station # 6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Roof Painting by Hartzell corporation, do certify that Toni Holman (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | TITLE | SIGNATURE |
|---|---|---|
| Edward Holman | President | |
| Toni Holman | Secretary | |
| | | |

This 9th day of December, 2024.

# DRUG-FREE WORKPLACE

*Fill in Form*

## STATEMENT UNDER SECTION 287.087 FLORIDA STATUES

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Mike Goodwin

Bidder Name Mike Goodwin Date 12/5/24

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9 day of December, 2024, before me, the undersigned authority, personally appeared Mike Goodwin, to me known to be the individual described in and who executed the foregoing instrument as Project Director of Hartzell, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

KYLE HOLDER (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

N/A

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# GENERAL TERMS AND PROVISIONS

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

## GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

12/9/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 9 day of DECEMBER, 2024, by MIKE GOODWIN, as PROJECT DIRECTOR for HARTZELL PAINTING, who is personally known to me or who has produced _____ as identification.

Notary Public Signature:

Print Name: KYLE HOLDER

State of Florida at Large (Seal)

My commission expires: 07/16/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# State of Florida

## Department of State

I certify from the records of this office that HARTZELL PAINTING is a Fictitious Name registered with the Department of State on March 18, 2024.

The Registration Number of this Fictitious Name is G24000038728.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

***Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Nineteenth day of March, 2024***

**Secretary of State**

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
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| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

O: 954-957-9761 F: 954-957-9766
**Roof Painting by Hartzell, Inc.**
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

# Roof Painting by Hartzell Inc.

| | |
|---|---|
| Type of Firm | Florida C-Corp (5/11/1966) |
| FEIN | 59-1144111 |
| Officers | Edward Holman, President |
| Categories of Work | General painting commercial and residential, pressure cleaning and weather proofing needs, concrete sealing and staining, decorative concrete finishes, specialty coatings, wood sealing and staining |
| Geographic are of work | Florida |
| Insurance | GL/Auto/Inland/Marine<br>United Specialty Insurance Company<br>$7,000,000<br><br>Workman's Compensation<br>United Specialty Insurance Company<br>$1,000,000 |
| Bonding | Alter Surety, Warren Alter |
| Banking | PNC Financial Services - Teresa Salemi 954-745-1409<br>PNC Treasury Management – Joseph Howell 954-745-1418 |
| Credit References | Sherwin Williams Company - Veronica Moran 954-495-7126<br><br>High Reach 2 – Terry Bertoglio 321-275-2100<br><br>Sunbelt Rentals – Maureen Wood 407-816-1591 |

Mike Goodwin
Project Director

# State of Florida
## Department of State

I certify from the records of this office that ROOF PAINTING BY HARTZELL, INC. is a corporation organized under the laws of the State of Florida, filed on May 11, 1966.

The document number of this corporation is 305048.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of October, 2019***

***Secretary of State***

**Tracking Number: 5274766488CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5617

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH
**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |

Receipt Fee 33.00
Packing/Processing/Canning Employees 0.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

EDWARD HOLMAN
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL
33069-1052

**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

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**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |


**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By:

Name: Mike Goodwin

Title: Project Director

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th of Dec. (*date*) by Mike Goodwin who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Hartzell **Date:** 12/5/24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☐ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Mike Goodwin

***REVISED***

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Roof Painting By Hantzel

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 289,550.00 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 406,667.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* 140 days | The work shall be completed within **210** calendar days. |

48.

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/9/24
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ Day of December, 2024, by Mike Goodwin, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: KYLE HOLDER
Notary Public, State at large
My Commission Expires: 07/16/2028

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: ST Thomas University DATE: 2022

LOCATION: 16401 NW 37th AVE
Miami Gardens FL
Maintenance Apt.

OWNER REPRSENTATIVE: Name: Chris Tarrant
Title: Facilities Supervisor
Email: cTarrant@stu.edu

2. PROJECT: City of Sunrise DATE: 2017

LOCATION: Roake Hall
777 Sawgrass Corp. Parkway
Sunrise FL 3325 -

OWNER REPRSENTATIVE: Name: Meegan kaufman
Title: Capital Projects Supr.
Email: mkaufman@sunrisefl.gov

3. PROJECT: City of Sunrise DATE: 2022

LOCATION: City Hall

OWNER REPRSENTATIVE: Name: Makinelly Frias
Title: Project manager
Email: mFrias@sunrisefl.gov

Scrut.

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Roof Painting By Hartzell

Vendor FEIN: 59-1144111

Vendor's Authorized Representative Name and Title: Mike Goodwin - Project Director

Address: 3195 N. Powerline Rd

City: Pompano Bch State: FL Zip: 33069

Phone Number: 954-658-0515

Email Address: mgoodwin@myhartzell.com

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Mike Goodwin - Project Director

Date: 12/9/24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Roof Painting By Haertzell
Company's Name

Authorized Representative Signature

Mike Goodwin
Print Name and Title

12/5/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Roof Painting By Hartzell

NAME: Mike Goodwin

ADDRESS: 3195 N. Powerline Rd

TELEPHONE NO.: 954-658-0515

FAX NO.: 954-957-9766

EMAIL ADDRESS: mgoodwin@myhartzell.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Roof Painting By Hartzell Inc

   The address of the principal place of business is: 3195 N. Powerline Rd, Pompano Beach FL 330

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 5/11/1966
   b. State of Incorporation: Florida
   c. President's Name: Edward Holman
   d. Vice President's Name: _____
   e. Secretary's Name: Toni Holman
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: n/a

   b. Name, address and ownership units of all partners: _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   n/a

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Haetzell Painting

6. How many years has your organization been in business under its present business name: 76

   a. Under what other former names has your organization operated?

   none

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1517138 - FEIN - 591144111

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   NO

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    NO

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    SEE Attached List

# QUALIFICATION STATEMENT

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

SEE Attached List

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

none

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Overhead Door Company

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

All Necessary Equipment, Lifts, Ladders, all Hand Tools

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

O: 954-957-9761 F: 954-957-9766
Hartzell Painting
3195 N. Powerline Rd. Suite 101
Pompano Beach, Florida 33069

December 3, 2024

Village of Palm Springs, FL
C/O Sylvia Ward
Procurement Division
226 Cypress Lane,
Palm Springs, Florida 33461

RE: BID NO.: 2025B-004
Village Hall Building Exterior Metal
Coating Project

Dear Village of Palm Springs, FL:

This letter serves as authorization for Mike Goodwin to sign all applications (prequalification or otherwise) on behalf of Roof Painting by Hartzell, Inc. d/b/a Hartzell Painting for the purpose of bidding and securing projects for painting and weatherproofing.

If you require additional information, please contact our office.

Respectfully submitted,

Edward F. Holman, Jr.
President

# BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted (via Demandstar) to:

***VILLAGE OF PALM SPRINGS***

***226 Cypress Lane, Palm Springs, FL 33461***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum, Date |
|---|---|
| 0 | |
| | |
| | |
| | |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security; Attached

B. List of Proposed Subcontractors; "

C. List of Proposed Suppliers; "

D. List of Project References; "

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No. CCC1517138 **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Roof Painting By Hartzell

By:
*[Signature]*

*[Printed name]* Mike Goodwin

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:
*[Signature]*

*[Printed name]* Majid Shah

Title: CFO

Submittal Date: 12/9/2024

Address for giving notices:

3195 N. Powerline Rd, Pompano Beach FL - STE 101

mgoodwin@myhartzell.com

Telephone Number: 954-658-0515

Fax Number: 954-957-9766

Contact Name and e-mail address: Mike Goodwin

mgoodwin@myhartzell.com

Bidder's License No.: CGC 1517138
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

# CONTRACT DOCUMENTS

# Village Hall Building Exterior Metal Coating Project

## BID NO.: 2025B-004

# VILLAGE OF PALM SPRINGS

# FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:

BID SET

Village of Palm Springs
Procurement Division
561-584-8400

*PROJECT NO:2025B-004*
*DATE: November 7, 2024*

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Village Hall Building Exterior Metal Coating Project

Bid Number: 2025B-004

Bidders Name: Roof Painting By Hartzell

The following items must be submitted in the following order with your bid:

1. __ Completed Section 00400 - Bid Submission Checklist
2. ✓ Completed Section 00410 - Bid Form
3. ✓ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ✓ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ✓ Completed Section 00440 - Florida Trench Safety Act Certification
6. ✓ Completed Section 00451 - Qualifications Statement
7. ✓ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ✓ Completed Section 00453 - Non-Collusive Affidavit
9. ✓ Completed Section 00454 - Drug-Free Workplace Certificate
10. ✓ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ✓ Completed Section 00456 - Scrutinized Companies
12. ✓ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the General Conditions.
13. ✓ Completed Section 00457 - Conflict of Interest Form
14. ✓ Completed Section 00459 - Anti-Human Trafficking Form
15. ✓ Completed Section 00458 - E-verify Form

Submit bid documents via Demandstar.com online system.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

## BID FORM

| ITEM NO. | DESCRIPTION | UNIT | EST. QTY | BID UNIT PRICE | BID PRICE |
|---|---|---|---|---|---|
| | | | | | |
| 1 | MOBILIZATION | LS | 1 | 3100.00 | 3100 |
| 2 | BONDS AND INSURANCE | LS | 1 | 3900.00 | 3900 |
| 3 | PROTECT EXISTING LANDSCAPING, HARDSCAPE, AND PARKING AREA FROM WORK Included | LS | 1 | N/C | - |
| 4 | REMOVE EXISTING TEAL PAINT COATING – WINDOW MULLIONS, TRIM, DRIP EDGE, DOORS, CORRUGATED METAL, PERGOLA STRUCTURES (ALL TEAL COATED SURFACES) | LS | 1 | 71,500.00 | 71,500.00 |
| 5 | PRIME COAT ALL EXPOSED METAL SURFACES PER SPECS (ONE COAT) | LS | 1 | 2375.00 | 2375.00 |
| 6 | FINISH COAT ALL PRIMED SURFACES PER SPECS | LS | 1 | 19375.00 | 19,375 |
| 7 | CAULK / SEAL ALL WINDOW JOINTS | LS | 1 | 15000 | 15,000.00 |
| | | | | | |
| A-1 | UNFORESEEN CONTINGENCY ALLOWANCE | LS | 1 | 5,000 | 5,000.00 |
| | | | | | |
| *BID TOTAL* | | | | 120,250.00 | 120,250.00 |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**Total of Unit Price Bids = Total Bid Price** $ 120,250.00

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 75 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

**BIDDER** *(Name and Address)*:

Roof Painting By Hartzell, Inc.
3195 N. Powerline Road, Suite 101
Pompano Beach, FL 33069

**SURETY** *(Name, and Address of Principal Place of Business)*:

Developers Surety and Indemnity Company
800 Superior Avenue E., 21st Floor
Cleveland, OH 44144

**OWNER** *(Name and Address)*:

Village of Palm Springs
226 Cypress lane
Palm Springs, FL 33461

**BID**

**Bid Due Date:** December 9, 2024
**Description:** Village Hall Building Exterior Metal Coating Project

**BOND**

**Bond Number:** N/A
**Date:** December 4, 2024
**Penal sum** Five Perent of Amount Bid (Words) $ 5% of Amount Bid (Figures)

**Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.**

| **BIDDER** | **SURETY** |
|---|---|
| Roof Painting By Hartzell, Inc. (Seal) | Developers Surety and Indemnity Company (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: Signature | By: Signature (Attach Power of Attorney) |
| Edward F Holm | Warren Alter |
| Print Name | Print Name |
| President | Attorney-in-Fact |
| Title | Title |
| Attest: Signature | Attest: As per attached power of attorney Signature |
| Title | Title |

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hoang Quyen Pham

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

| **SUBCONTRACTOR OR SUPPLIER AND ADDRESS** | **CLASS OF WORK OR MATERIAL** |
|---|---|
| (1) n/a - Hartzell self performs all work. | |
| (2) | |
| (3) | |
| (4) | |
| (5) | |
| (6) | |
| (7) | |

BIDDER: Roof Painting By Hartzell

By: Mike Goodwin

Name: [signature]

Title: Project Director

Date: 12/9/24

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| PROJECT | NAME AND ADDRESS OF OWNER OR ENGINEER | NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE | DATE OF CONTRACT | AMOUNT | STATUS |
|---|---|---|---|---|---|
| | SEE Attached list. | | | | |

Signed) _____

**Roof Painting by Hartzell Inc**
**Recent Lawsuits**

**Roof Painting by Hartzell Inc Plaintiff vs. Big Span Structures LLC Defendant**

**Filing Date:** 06/23/2023

Contract and Indebtedness Damages more than $30,000 up to $50,000

**Description:** Big Span Structures LLC contracted by City of Pompano Beach "design, engineer, fabricate and install the approximate 35,000 sq. ft. of PVC membrane roof, the supporting steel structure, cables, clamping and hardware" for the Pompano Beach Amphitheater. Big Span Structures, LLC subcontracted with Roof Painting by Hartzell Inc to pressure clean or chemically wipe all metal surfaces grind rusted metal to clean surface prime and paint the Metal Superstructure. Roof Painting by Hartzell Inc completed the work and Big Span Structures LLC failed to pay under the terms of the subcontractor agreement.

**Ama 2, Corp Plaintiff vs. Roof Painting by Hartzell, Inc, et al Defendant**

**Filing Date:** 06/01/2023

Contract and Indebtedness Damages more than $50,000

**Description:** Roof Painting by Hartzell, Inc. engaged Ama 2, Corp as a subcontractor. During the course of Roof Painting by Hartzell, Inc.'s dealing with Ama 2, Corp., Ama 2, Corp was unable to provide "As Built Drawings" to substantiate work performed. Under the Subcontractor agreement in place Roof Painting by Hartzell, Inc. withheld payment on any unsubstantiate work. Ama 2, Corp. filed a breach of contract suite.

**Roof Painting by Hartzell Inc Plaintiff vs. A 2 Z Contracting Incorporated Defendant**

**Filing Date:** 02/01/2021

Contract and Indebtedness Damages more than $8,000 up to $15,000

**Description:** A 2 Z Contracting retained Roof Painting by Hartzell Inc. as a subcontractor to paint at least 4 homes. The Subcontract was not fully performed as A 2 Z Contracting failed to Roof Painting by Hartzell Inc. as work was being performed. Roof Painting by Hartzell Inc. brought suite for breach of contract. The case was decided in Roof Painting by Hartzell Inc.'s favor.

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Village Hall Exterior Metal Coating Project - 2025B-004,"
the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Broward

Edward Holman, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is President (officer's title) of ____(company name), the Bidder that has submitted the attached bid; Roof Painting By Hartzell

2. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Mike Goodwin

Subscribed and sworn to before me
this 3rd day of DECEMBER, 2024

Notary Public

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

My commission expires 07/16/2028

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Roof Painting By Hartzell (Print or Type Name of Firm)

3. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

4. Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.

5. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

6. Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

7. Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

8. Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

12/9/24
Date Signed

State of: Florida

County of: Broward

Sworn to and subscribed before me this day of 9th Dec, 2024

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

My Commission Expires 07/16/2024

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Broward

Before me, the undersigned authority, personally appeared Mike Goodwin, who, being by me first duly sworn, made the following statement:

1. The business address of 3195 N. Powerline Rd, Pompano Beach FL
(firm name of Bidder/Contractor)

is Roof Painting By Hartzell.

2. My relationship to Project Director / Roof Painting By Hartzell
(firm name of Bidder/Contractor)

is President.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

~~6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.~~ NO / Mistake

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is N/A.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 3RD day of DECEMBER 2024.

Notary Public

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

(affix seal)

07/16/2028
My commission expires

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---|---|
| 1. Trench Safety Act Compliance | $ ~~0~~ |
| 2. Special Shoring | $ ~~0~~ |

Identify method of compliance for Item #1: n/a

Identify or attach a copy of Special Shoring Requirements for Item #2: n/a

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Roof Painting By Hartzell

By: Mike Goodwin

Name: [signature]

Title: Project Director

Sworn to and subscribed before me this 3rd day of DECEMBER, 2024.

[signature]
Notary Public

My Commission Expires: 07/16/2028

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Mike Goodwin, on behalf of Roof Painting By Hartzell (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**
By: Roof Painting By Hartzell
Name: Mike Goodwin
Title: Project Director
Date: 12/9/24

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was sworn to (or affirmed) and subscribed before this 9th day of DECEMBER, 2024, by MIKE GOODWIN, who is the PROJECT DIRECTOR of HARTZELL PAINTING, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary KYLE HOLDER
My Commission expires: 07/16/2028

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

## AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION

## (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

**PROJECT NAME:** Village Hall Exterior Metal Coating Project. 2025B-004

The undersigned, as an authorized officer of the vendor identified below (the "**Vendor**"), having full knowledge of the statements contained herein, hereby certifies to the Village of Palm Springs, a political subdivision of the State of Florida (the "**Village**"), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the Village on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the Village in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the Village and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the Village may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Fifteenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the Village as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 9 day of December, 2024.

**ATTEST:**

By: _____

PRINTED NAME: Majid Shah

Its: _____

**VENDOR:**

By: Mike Goodwin

PRINTED NAME: _____

Its: Roof Painting By Hartzell

# VILLAGE OF PALM SPRING
# OFFICE OF THE VILLAGE CLERK

226 Cypress Lane ▪ Palm Springs, FL ▪33461

**Affidavit of Compliance with Anti-Human Trafficking Laws**

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of Roof Painting by Hartzell and attest that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalty of perjury, I hereby declare swear or affirm that the above state facts are true and correct.

By: _____

Print Name: Mike Goodwin

Print Title: Project Director

**STATE OF FLORIDA }**
**COUNTY OF PALM BEACH }**

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization on this 9 day of December 2024, by Mike Goodwin, as the Project Director [title] of Vendor, who is personally known to me or who has produced _____ as identification and who did affirm or swear to the same.

Notary Seal:

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

_____
Notary Public Signature

**Vendor Conflict of Interest**
**Disclosure Statement**
**Information and Instructions**

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes,* and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

**DEFINITIONS**

**"Business Entity"** means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

**"Conflict of Interest"** means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

**"Financial interest"** means direct or indirect ownership or other interest that may result in special private gain or loss.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**"Public Official"** includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

**"Relative"** means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

**"Vendor"** means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of $7,500.00 with the Village.

**INSTRUCTIONS**

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

**VILLAGE OF PALM SPRINGS**
**VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

Roof Painting By Hartzell
NAME OF VENDOR

Mike Goodwin
NAME OF PERSON COMPLETING FORM

Project Director
RELATIONSHIP TO VENDOR

3195 N. Powerline Rd
ADDRESS

Pompano Beach Fl 33069 — 954-658-0515
CITY, STATE, ZIP — TELEPHONE NUMBER

mgoodwin@myhartzell.com — 954-658-0515
CONTACT EMAIL ADDRESS — CELL PHONE NUMBER

This form is provided in connection with: none

- [x] Invitation to Bid (specify) 2025B-004
- [ ] Request for Proposal / Qualifications (specify) _____
- [ ] Other (specify) _____

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

none

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

none

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

none

4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

none

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

none

**Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.**

Signature

12/9/24
Date

Mike Goodwin
Printed Name

12/9/24
Title

# QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

1. **SUBMITTED BY:**

   Official Name of Firm: Roof Painting By Hartzell

   Address: 3195 N. Powerline Rd. Ste 101
   Pompano Beach FL 33069

2. **SUBMITTED TO:** Village Clerks Office

3. **SUBMITTED FOR:** Village Hall Exterior Metal Coating Project

   Owner: Village of Palm Springs

   Project Name: Village Hall Building Exterior Metal Coating Project

   **TYPE OF WORK:** Painting

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Mike Goodwin

   Title: Project Director

   Phone: 954-658-0515

   Email: mgoodwin@myhartzell.com

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5. **AFFILIATED COMPANIES:**

Name: n/a

Address:

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☑ CORPORATION

State of Organization: Florida

Date of Organization: 1948

Executive Officers:

- President: Edward Holman
- Vice President(s):
- Treasurer:
- Secretary: Toni Holman

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## 7. LICENSING

Jurisdiction: Florida

Type of License: Contractor

License Number: CGC 1517138

Jurisdiction: _____

Type of License: _____

License Number: _____

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other ( N/A ): _____

## 9. BONDING INFORMATION

Bonding Company: American Alternative Ins Co.

Address: 555 College Rd

Princeton NJ 08543

Bonding Agent: Alter Surety

Address: 5979 N.W 151 st

Miami Lakes FL 33014

Contact Name: Warren Alter

Phone: 305-517-3803 ex 304

Aggregate Bonding Capacity: 20,000,000

Available Bonding Capacity as of date of this submittal: 14,000,000

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## 10. FINANCIAL INFORMATION

Financial Institution: PNC

Address: 200 E. Broward Blvd STE 290
Ft Lauderdale, FL

Account Manager: Teresa Salemi, Joseph Howell

Phone: 954, 754-1409 - 954-745-1418

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately). SEE Attached

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.


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**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Carly Taylor

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 24 | EMR | 2.07 |
| YEAR | 23 | EMR | 2.07 |
| YEAR | 22 | EMR | 1.41 |
| YEAR | 21 | EMR | 1.00 |
| YEAR | 20 | EMR | .84 |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 2023 | TRFR | 6.69 |
| YEAR | 2022 | TRFR | 5.71 |
| YEAR | 2021 | TRFR | 0 |
| YEAR | 2020 | TRFR | 4.38 |
| YEAR | 2019 | TRFR | 4.38 |


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Total number of man-hours worked for the last 5 Years:

| | | | |
|---|---|---|---|
| YEAR | 2023 | TOTAL NUMBER OF MAN-HOURS | 29,895 |
| YEAR | 2022 | TOTAL NUMBER OF MAN-HOURS | 35,054 |
| YEAR | 2021 | TOTAL NUMBER OF MAN-HOURS | 45,859 |
| YEAR | 2020 | TOTAL NUMBER OF MAN-HOURS | 45,691 |
| YEAR | 2019 | TOTAL NUMBER OF MAN-HOURS | 45,702 |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 2023 | DART | 18 |
| YEAR | 2022 | DART | 41 |
| YEAR | 2021 | DART | 0 |
| YEAR | 2020 | DART | 25 |
| YEAR | 2019 | DART | 24 |

SEE Attach. 1

**13. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.


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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Roof Painting By Hartzell

BY: Mike Goodwin,

TITLE: Project Director

DATED: 12/9/24

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9TH DAY OF DECEMBER 20 24

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES: 07/16/2028

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.


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## SCHEDULE A

**CURRENT EXPERIENCE**

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| City of Miami Beach | Name: Carlos Da Cruz<br>Address: Roberto Portillo<br>786-748-7481<br>Telephone: 1833 Bay Rd, MB | Name:<br>Company:<br>Telephone: | 2022 - 2024 | Painting of metal work | 100% | |
| City of Greenacres | Name: Bill Pazanski<br>Address: 5900 melaleuca ln<br>Greenacres FL<br>Telephone: 561-642-2071 | Name:<br>Company:<br>Telephone: | 2016 - 2024<br>Term contract | Painting of metal work | 100% | |
| City of Hollywood | Name: Amir Khan<br>Address: 1621 N. 14th Ave.<br>Hollywood FL<br>Telephone: 754-295-7526 | Name:<br>Company:<br>Telephone: | 2023 - 2024 | Painting & waterproofing | 100% | |
| Garland Industries | Name: Mark Humbaugh<br>Address: 3800 East 91st st<br>Cleveland Ohio<br>Telephone: 850-544-7991 | Name:<br>Company:<br>Telephone: | 2016 - 2024 | Painting and waterproofing Industrial coating | 100% | |
| City of Miramar | Name: Aubry Boyd<br>Address: 13900 Pembroke Rd<br>Miramar FL<br>Telephone: 954-548-0105 | Name:<br>Company:<br>Telephone: | 2020 - 2024 | Painting & waterproofing | 100% | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |

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SCHEDULE B

**PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)**

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| SEE ATTACHED LIST | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---|---|---|---|
| Man Lifts - 45' 2 person | Rented | High Reach | |
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Innovative Insurance Consultants, Inc.
5461 N. University Dr #103
Coral Springs, FL 33067

November 25, 2024

Roof Painting by Hartzell Inc.

**Workers Compensation policy #WFL503648407**

Policy Period: 04/15/2024 – 04/15/2025

The experience modification rate for the above policy holder is: **2.07**

**Workers Compensation policy #WFL503648406**

Policy Period: 04/15/2023 – 04/15/2024

The experience modification rate for the above policy holder is: **2.07**

**Workers Compensation policy #WFL503648405**

Policy Period: 04/15/2022 – 04/15/2023

The experience modification rate for the above policy holder is: **1.41**

**Workers Compensation policy # WFL503648404**

Policy Period: 04/15/2021 – 04/15/2022

The experience modification rate for the above policy holder is: **1.0**

**Workers Compensation policy # WFL503648403**

Policy Period: 04/15/2020 – 04/15/2021

The experience modification rate for the above policy holder is: **0.84**

Thank you,

Innovative Insurance Consultants, Inc.

# 5 Year Total Recordable Incident Rate (TRIR) Con

| Year | Recordable Count | | | Work Hours |
|---|---|---|---|---|
| 2023 | Recordable Count | X | 200,000 | Total Hours Worked by All Employees |
| | 1 | | | 29,895 |
| 2022 | Recordable Count | X | 200,000 | Total Hours Worked by All Employees |
| | 1 | | | 35,054 |
| 2021 | Recordable Count | X | 200,000 | Total Hours Worked by All Employees |
| | 0 | | | 45,859 |
| 2020 | Recordable Count | X | 200,000 | Total Hours Worked by All Employees |
| | 1 | | | 45,691 |
| 2019 | Recordable Count | X | 200,000 | Total Hours Worked by All Employees |
| | 1 | | | 45,702 |

| nparison | |
|---|---|
| | TRIR |
| = | TRIR |
| | 6.69 |
| = | TRIR |
| | 5.71 |
| = | TRIR |
| | 0.00 |
| = | TRIR |
| | 4.38 |
| = | TRIR |
| | 4.38 |

| 5 Year Days Away, Restı Cor | | |
|---|---|---|
| Year | Recordable Count | |
| 2023 | Recordables Resulting in Days Away, Restricted Duty or Job Transfer | X |
| | 18 | |
| 2022 | Recordables Resulting in Days Away, Restricted Duty or Job Transfer | X |
| | 41 | |
| 2021 | Recordables Resulting in Days Away, Restricted Duty or Job Transfer | X |
| | 0 | |
| 2020 | Recordables Resulting in Days Away, Restricted Duty or Job Transfer | X |
| | 25 | |
| 2019 | Recordables Resulting in Days Away, Restricted Duty or Job Transfer | X |
| | 24 | |

# ricted & Transfer Rate (DART) nparison

## Work Hours DART

| | | | |
|---|---|---|---|
| 200,000 | Total Hours Worked by All Employees | = | DART |
| | 29,895 | | 120.42 |
| 200,000 | Total Hours Worked by All Employees | = | DART |
| | 35,054 | | 233.93 |
| 200,000 | Total Hours Worked by All Employees | = | DART |
| | 45,859 | | 0.00 |
| 200,000 | Total Hours Worked by All Employees | = | DART |
| | 45,691 | | 109.43 |
| 200,000 | Total Hours Worked by All Employees | = | DART |
| | 45,702 | | 105.03 |

ICWGROUP
Insurance Companies

# Workers' Compensation Loss Analysis Report

**Insurance Company of the West**
**Valued as of: 11/24/2024 12:49:09 AM**

| INSURED | |
|---|---|
| **Insured** | ROOF PAINTING BY HARTZELL INC |
| **Address** | 3195 N POWERLINE RD STE 101 |
| | POMPANO BEACH, FL 33069 |
| **Policy Number** | WFL 5036484 05 |
| **Policy Period** | 04/15/2022 - 04/15/2023 |

| CONTACT INFORMATION | |
|---|---|
| **Agent** | HULL & COMPANY, LLC |
| **DBA** | HALCYON UNDERWRITERS |
| **Agency Code** | 0010498 |

| CURRENT ACCOUNT SUMMARY | | |
|---|---|---|
| **Term Premium** | | $44,376.00 |
| **Earned Premium** | | $44,376.00 |
| **Total Paid Losses and Expenses** | | $0.00 |
| **Outstanding Losses and Expenses** | | $0.00 |
| **Subrogation** | | $0.00 |
| **Total Incurred Losses and Expenses** | | $0.00 |
| **Loss Ratio** | | 0% |
| **Experience Modification** | | 141% |
| **Total Number of Claims** | | 0 |
| **Litigation Count** | | 0 |
| **Number of Medical Claims** | Open | 0 |
| | Closed | 0 |
| **Number of Indemnity Claims** | Open | 0 |
| | Closed | 0 |

## CURRENT & PAST ACCOUNT SUMMARY

| Policy Number | Effective Date | Expiration Date | Written Premium | Earned Premium | # Total Claims | # Open Claims | Paid Loss Adjustment Expenses | Paid Losses | Outstanding Losses and Expenses | Total Incurred Losses and Expenses | Loss Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WFL 5036484 05 | 04/15/2022 | 04/15/2023 | $44,376.00 | $44,376.00 | 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| WFL 5036484 04 | 04/15/2021 | 04/15/2022 | $66,732.00 | $66,732.00 | 1 | 1 | $8,594.40 | $240,638.06 | $125,267.54 | $374,500.00 | 561% |
| WFL 5036484 03 | 04/15/2020 | 04/15/2021 | $35,933.00 | $35,933.00 | 1 | 0 | $515.51 | $48,933.61 | $0.00 | $49,449.12 | 138% |
| WFL 5036484 02 | 04/15/2019 | 04/15/2020 | $31,084.00 | $31,084.00 | 1 | 0 | $3,808.41 | $15,000.00 | $0.00 | $18,808.41 | 61% |
| WFL 5036484 01 | 04/15/2018 | 04/15/2019 | $32,018.00 | $32,018.00 | 1 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| | | **Total:** | **$210,143.00** | **$210,143.00** | **4** | **1** | **$12,918.32** | **$304,571.67** | **$125,267.54** | **$442,757.53** | **211%** |

For policies effective 10/01/2019 and later, Written Premium equals Estimated Annual Premium (aka Term Premium). For policies effective prior to 10/01/2019, Written Premium equals the sum of billed premium.

## SAFETY FACTS

ICW Group offers you a wide variety of risk management services, including safety resources, tools, educational information, helpful support and Safety OnDemand. For more information, contact your risk management consultant or one of our customer care representatives at 877.289.1644, myResource@icwgroup.com or visit icwgroup.com/safety.

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ICWGROUP
Insurance Companies

# Workers' Compensation Loss Analysis Report

**Insurance Company of the West**
**Valued as of: 11/24/2024 12:16:05 AM**

| INSURED | |
|---|---|
| **Insured** | ROOF PAINTING BY HARTZELL INC |
| **Address** | 2301 NW 33RD CT STE 112 |
| | POMPANO BEACH, FL 33069 |
| **Policy Number** | WFL 5036484 04 |
| **Policy Period** | 04/15/2021 - 04/15/2022 |

| CONTACT INFORMATION | |
|---|---|
| **Agent** | HULL & COMPANY, LLC |
| **DBA** | HALCYON UNDERWRITERS |
| **Agency Code** | 0010498 |

| CURRENT ACCOUNT SUMMARY | | |
|---|---|---|
| **Term Premium** | | $66,732.00 |
| **Earned Premium** | | $66,732.00 |
| **Total Paid Losses and Expenses** | | $249,232.46 |
| **Outstanding Losses and Expenses** | | $125,267.54 |
| **Subrogation** | | $0.00 |
| **Total Incurred Losses and Expenses** | | $374,500.00 |
| **Loss Ratio** | | 561% |
| **Experience Modification** | | 100% |
| **Total Number of Claims** | | 1 |
| **Litigation Count** | | 1 |
| **Number of Medical Claims** | Open | 0 |
| | Closed | 0 |
| **Number of Indemnity Claims** | Open | 1 |
| | Closed | 0 |

## CURRENT & PAST ACCOUNT SUMMARY

| Policy Number | Effective Date | Expiration Date | Written Premium | Earned Premium | # Total Claims | # Open Claims | Paid Loss Adjustment Expenses | Paid Losses | Outstanding Losses and Expenses | Total Incurred Losses and Expenses | Loss Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WFL 5036484 04 | 04/15/2021 | 04/15/2022 | $66,732.00 | $66,732.00 | 1 | 1 | $8,594.40 | $240,638.06 | $125,267.54 | $374,500.00 | 561% |
| WFL 5036484 03 | 04/15/2020 | 04/15/2021 | $35,933.00 | $35,933.00 | 1 | 0 | $515.51 | $48,933.61 | $0.00 | $49,449.12 | 138% |
| WFL 5036484 02 | 04/15/2019 | 04/15/2020 | $31,084.00 | $31,084.00 | 1 | 0 | $3,808.41 | $15,000.00 | $0.00 | $18,808.41 | 61% |
| WFL 5036484 01 | 04/15/2018 | 04/15/2019 | $32,018.00 | $32,018.00 | 1 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| | | **Total:** | **$165,767.00** | **$165,767.00** | **4** | **1** | **$12,918.32** | **$304,571.67** | **$125,267.54** | **$442,757.53** | **267%** |

For policies effective 10/01/2019 and later, Written Premium equals Estimated Annual Premium (aka Term Premium). For policies effective prior to 10/01/2019, Written Premium equals the sum of billed premium.

## SAFETY FACTS

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Insured ROOF PAINTING BY HARTZELL INC
Policy Number WFL 5036484 04
Policy Period 04/15/2021 - 04/15/2022
Agent HALCYON UNDERWRITERS

Insurance Company of the West

Valued as of: 11/24/2024 12:16:05 AM

| Claim Number: 2022004029 | | Claimant Name: Efim Tetelbaum | | Age: 70 | Claim Status: Open/Indemnity |
|---|---|---|---|---|---|
| Class Code | 547409 | Location 002 | HARTZELL PAINTING DBA<br>3195 N POWERLINE RD STE 101<br>POMPANO BEACH, FL 33069 | Claim Examiner | LISA BRANLY |
| Occupation | PAINTER (380) | | | Phone Number | (407) 804-2611 |
| Date of Injury | 03/01/2022 12:00 PM | | | Email Address | lbranly@icwgroup.com |
| Date Reported to Carrier | 03/02/2022 (1 Day To Report) | | | | |
| Close Date | | | | | |
| In Litigation | Yes | | | | |
| Nature of Injury | Mult: Physical Injuries Only | | | | |
| Body Part | Head: Multiple Head Injury | | | | |
| Cause | Fall/Slip: Ladder/Scaffolding | | | | |
| Accident Description | THE EMPLOYEE FELL OFF AN 8 FOOT LADDER, STRIKING THEIR HEAD AND SUSTAINING A SUBDERMAL HEMATOMA, A CLOT IN THE BRAIN, AND A SKULL FRACTURE. | | | | |

| | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $189,928.36 | $571.64 | $190,500.00 |
| Indemnity | $50,709.70 | $123,290.30 | $174,000.00 |
| Loss Adj. Expense | $8,594.40 | $1,405.60 | $10,000.00 |
| Rehab | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $249,232.46 | $125,267.54 | $374,500.00 |

5674

Insured ROOF PAINTING BY HARTZELL INC
Policy Number WFL 5036484 04
Policy Period 04/15/2021 - 04/15/2022
Agent HALCYON UNDERWRITERS

Insurance Company of the West

Valued as of: 11/24/2024 12:16:05 AM

**Location Summary**

002 HARTZELL PAINTING DBA 3195 N POWERLINE RD STE 101 POMPANO BEACH, FL 33069

Number of Claims: 1
Open Claims: 1

| Loss Type: | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $189,928.36 | $571.64 | $190,500.00 |
| Indemnity | $50,709.70 | $123,290.30 | $174,000.00 |
| Expense | $8,594.40 | $1,405.60 | $10,000.00 |
| Rehabilitation | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $249,232.46 | $125,267.54 | $374,500.00 |

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ICWGROUP
Insurance Companies

# Workers' Compensation Loss Analysis Report

Insurance Company of the West
Valued as of: 11/23/2024 11:37:05 PM

| INSURED | |
|---|---|
| Insured | ROOF PAINTING BY HARTZELL INC |
| Address | 2301 NW 33RD CT STE 112 |
| | POMPANO BEACH, FL 33069 |
| Policy Number | WFL 5036484 03 |
| Policy Period | 04/15/2020 - 04/15/2021 |

| CONTACT INFORMATION | |
|---|---|
| Agent | HULL & COMPANY, LLC |
| DBA | HALCYON UNDERWRITERS |
| Agency Code | 0010498 |

| CURRENT ACCOUNT SUMMARY | | |
|---|---|---|
| Term Premium | | $35,933.00 |
| Earned Premium | | $35,933.00 |
| Total Paid Losses and Expenses | | $49,449.12 |
| Outstanding Losses and Expenses | | $0.00 |
| Subrogation | | $0.00 |
| Total Incurred Losses and Expenses | | $49,449.12 |
| Loss Ratio | | 138% |
| Experience Modification | | 84% |
| Total Number of Claims | | 1 |
| Litigation Count | | 0 |
| Number of Medical Claims | Open | 0 |
| | Closed | 0 |
| Number of Indemnity Claims | Open | 0 |
| | Closed | 1 |

## CURRENT & PAST ACCOUNT SUMMARY

| Policy Number | Effective Date | Expiration Date | Written Premium | Earned Premium | # Total Claims | # Open Claims | Paid Loss Adjustment Expenses | Paid Losses | Outstanding Losses and Expenses | Total Incurred Losses and Expenses | Loss Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WFL 5036484 03 | 04/15/2020 | 04/15/2021 | $35,933.00 | $35,933.00 | 1 | 0 | $515.51 | $48,933.61 | $0.00 | $49,449.12 | 138% |
| WFL 5036484 02 | 04/15/2019 | 04/15/2020 | $31,084.00 | $31,084.00 | 1 | 0 | $3,808.41 | $15,000.00 | $0.00 | $18,808.41 | 61% |
| WFL 5036484 01 | 04/15/2018 | 04/15/2019 | $32,018.00 | $32,018.00 | 1 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| | | **Total:** | **$99,035.00** | **$99,035.00** | **3** | **0** | **$4,323.92** | **$63,933.61** | **$0.00** | **$68,257.53** | **69%** |

For policies effective 10/01/2019 and later, Written Premium equals Estimated Annual Premium (aka Term Premium). For policies effective prior to 10/01/2019, Written Premium equals the sum of billed premium.

## SAFETY FACTS

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| | |
|---|---|
| Insured | ROOF PAINTING BY HARTZELL INC |
| Policy Number | WFL 5036484 03 |
| Policy Period | 04/15/2020 - 04/15/2021 |
| Agent | HALCYON UNDERWRITERS |

Insurance Company of the West

Valued as of: 11/23/2024 11:37:05 PM

**Claim Number: 2020012053** | **Claimant Name: Shukri Ka vrak** | **Age: 64** | **Claim Status: Closed/Indemnity**

| | |
|---|---|
| Class Code | 547409 |
| Occupation | PAINTER (380) |
| Date of Injury | 08/11/2020 10:00 AM |
| Date Reported to Carrier | 08/11/2020 (0 Days To Report) |
| Close Date | 05/03/2021 |
| In Litigation | No |
| Nature of Injury | Spc: Fracture |
| Body Part | Lower Ext: Foot |
| Cause | Fall/Slip: Ladder/Scaffolding |
| Accident Description | EMPLOYEE WAS CLIMBING A LADDER TO PAINT WHEN HE FELL 8 FEET |

Location 001 ROOF PAINTING BY HARTZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH, FL 33069

Claim Examiner LUZ HAGEMEYER
Phone Number (407) 915-8355
Email Address lhagemeyer@ICWGROUP.com

| | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $34,023.59 | $0.00 | $34,023.59 |
| Indemnity | $14,910.02 | $0.00 | $14,910.02 |
| Loss Adj. Expense | $515.51 | $0.00 | $515.51 |
| Rehab | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $49,449.12 | $0.00 | $49,449.12 |

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Insured ROOF PAINTING BY HARTZELL INC
Policy Number WFL 5036484 03
Policy Period 04/15/2020 - 04/15/2021
Agent HALCYON UNDERWRITERS

Insurance Company of the West

Valued as of: 11/23/2024 11:37:05 PM

**Location Summary**

001 ROOF PAINTING BY HARTZELL INC 2301 NW 33RD CT STE 112 POMPANO BEACH, FL 33069

Number of Claims: 1
Open Claims: 0

| Loss Type: | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $34,023.59 | $0.00 | $34,023.59 |
| Indemnity | $14,910.02 | $0.00 | $14,910.02 |
| Expense | $515.51 | $0.00 | $515.51 |
| Rehabilitation | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $49,449.12 | $0.00 | $49,449.12 |

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ICWGROUP
Insurance Companies

# Workers' Compensation Loss Analysis Report

Insurance Company of the West
Valued as of: 11/24/2024 02:17:05 AM

| INSURED | |
|---|---|
| Insured | ROOF PAINTING BY HARTZELL INC |
| Address | 3195 N POWERLINE RD STE 101 |
| | POMPANO BEACH, FL 33069 |
| Policy Number | WFL 5036484 07 |
| Policy Period | 04/15/2024 - 04/15/2025 |

| CONTACT INFORMATION | |
|---|---|
| Agent | HULL & COMPANY, LLC |
| DBA | HALCYON UNDERWRITERS |
| Agency Code | 0010498 |

| CURRENT ACCOUNT SUMMARY | | |
|---|---|---|
| Term Premium | | $50,885.00 |
| Earned Premium | | $27,882.19 |
| Total Paid Losses and Expenses | | $0.00 |
| Outstanding Losses and Expenses | | $0.00 |
| Subrogation | | $0.00 |
| Total Incurred Losses and Expenses | | $0.00 |
| Loss Ratio | | 0% |
| Experience Modification | | 171% |
| Total Number of Claims | | 0 |
| Litigation Count | | 0 |
| Number of Medical Claims | Open | 0 |
| | Closed | 0 |
| Number of Indemnity Claims | Open | 0 |
| | Closed | 0 |

## CURRENT & PAST ACCOUNT SUMMARY

| Policy Number | Effective Date | Expiration Date | Written Premium | Earned Premium | # Total Claims | # Open Claims | Paid Loss Adjustment Expenses | Paid Losses | Outstanding Losses and Expenses | Total Incurred Losses and Expenses | Loss Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WFL 5036484 07 | 04/15/2024 | 04/15/2025 | $50,885.00 | $27,882.19 | 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| WFL 5036484 06 | 04/15/2023 | 04/15/2024 | $63,596.00 | $63,596.00 | 2 | 0 | $16,304.07 | $22,836.00 | $0.00 | $39,140.07 | 62% |
| WFL 5036484 05 | 04/15/2022 | 04/15/2023 | $44,376.00 | $44,376.00 | 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| WFL 5036484 04 | 04/15/2021 | 04/15/2022 | $66,732.00 | $66,732.00 | 1 | 1 | $8,594.40 | $240,638.06 | $125,267.54 | $374,500.00 | 561% |
| WFL 5036484 03 | 04/15/2020 | 04/15/2021 | $35,933.00 | $35,933.00 | 1 | 0 | $515.51 | $48,933.61 | $0.00 | $49,449.12 | 138% |
| | | **Total:** | **$261,522.00** | **$238,519.19** | **4** | **1** | **$25,413.98** | **$312,407.67** | **$125,267.54** | **$463,089.19** | **194%** |

For policies effective 10/01/2019 and later, Written Premium equals Estimated Annual Premium (aka Term Premium). For policies effective prior to 10/01/2019, Written Premium equals the sum of billed premium.

## SAFETY FACTS

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ICWGROUP
Insurance Companies

# Workers' Compensation Loss Analysis Report

Insurance Company of the West
Valued as of: 11/24/2024 01:29:03 AM

| INSURED | |
|---|---|
| Insured | ROOF PAINTING BY HARTZELL INC |
| Address | 3195 N POWERLINE RD STE 101 |
| | POMPANO BEACH, FL 33069 |
| Policy Number | WFL 5036484 06 |
| Policy Period | 04/15/2023 - 04/15/2024 |

| CONTACT INFORMATION | |
|---|---|
| Agent | HULL & COMPANY, LLC |
| DBA | HALCYON UNDERWRITERS |
| Agency Code | 0010498 |

| CURRENT ACCOUNT SUMMARY | | |
|---|---|---|
| Term Premium | | $63,596.00 |
| Earned Premium | | $63,596.00 |
| Total Paid Losses and Expenses | | $39,140.07 |
| Outstanding Losses and Expenses | | $0.00 |
| Subrogation | | $0.00 |
| Total Incurred Losses and Expenses | | $39,140.07 |
| Loss Ratio | | 62% |
| Experience Modification | | 207% |
| Total Number of Claims | | 2 |
| Litigation Count | | 2 |
| Number of Medical Claims | Open | 0 |
| | Closed | 1 |
| Number of Indemnity Claims | Open | 0 |
| | Closed | 1 |

## CURRENT & PAST ACCOUNT SUMMARY

| Policy Number | Effective Date | Expiration Date | Written Premium | Earned Premium | # Total Claims | # Open Claims | Paid Loss Adjustment Expenses | Paid Losses | Outstanding Losses and Expenses | Total Incurred Losses and Expenses | Loss Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WFL 5036484 06 | 04/15/2023 | 04/15/2024 | $63,596.00 | $63,596.00 | 2 | 0 | $16,304.07 | $22,836.00 | $0.00 | $39,140.07 | 62% |
| WFL 5036484 05 | 04/15/2022 | 04/15/2023 | $44,376.00 | $44,376.00 | 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| WFL 5036484 04 | 04/15/2021 | 04/15/2022 | $66,732.00 | $66,732.00 | 1 | 1 | $8,594.40 | $240,638.06 | $125,267.54 | $374,500.00 | 561% |
| WFL 5036484 03 | 04/15/2020 | 04/15/2021 | $35,933.00 | $35,933.00 | 1 | 0 | $515.51 | $48,933.61 | $0.00 | $49,449.12 | 138% |
| WFL 5036484 02 | 04/15/2019 | 04/15/2020 | $31,084.00 | $31,084.00 | 1 | 0 | $3,808.41 | $15,000.00 | $0.00 | $18,808.41 | 61% |
| | | **Total:** | **$241,721.00** | **$241,721.00** | **5** | **1** | **$29,222.39** | **$327,407.67** | **$125,267.54** | **$481,897.60** | **199%** |

For policies effective 10/01/2019 and later, Written Premium equals Estimated Annual Premium (aka Term Premium). For policies effective prior to 10/01/2019, Written Premium equals the sum of billed premium.

## SAFETY FACTS

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Insured ROOF PAINTING BY HARTZELL INC
Policy Number WFL 5036484 06
Policy Period 04/15/2023 - 04/15/2024
Agent HALCYON UNDERWRITERS

Insurance Company of the West

Valued as of: 11/24/2024 01:29:03 AM

| Claim Number: 2024000228 | | Claimant Name: Emerson Lopez Cruz | | Age: 32 | Claim Status: Closed/Indemnity |
|---|---|---|---|---|---|
| Class Code | 547409 | Location 001 | ROOF PAINTING BY HARTZELL INC<br>3195 N POWERLINE RD STE 101<br>POMPANO BEACH, FL 33069 | Claim Examiner | THOMAS FERRANTE |
| Occupation | LABORER, CONCRETE PAVING (48 | | | Phone Number | (407) 804-6381 |
| Date of Injury | 10/03/2023 (No time provided) | | | Email Address | tferrante@icwgroup.com |
| Date Reported to Carrier | 01/03/2024 (92 Days To Report) | | | | |
| Close Date | 05/24/2024 | | | | |
| In Litigation | Yes | | | | |
| Nature of Injury | Spc: Laceration | | | | |
| Body Part | Head: Soft Tissue | | | | |
| Cause | Struck By Falling/Flying Object | | | | |
| Accident Description | EMPLOYEE IS ALLEGING INJURY AFFECTING THE HEAD, NECK, LOWER AND UPPER BACK AS A RESULT OF BEING STRUCK BY A PIECE OF FALLING CONCRETE | | | | |

| | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $7,562.50 | $0.00 | $7,562.50 |
| Indemnity | $14,937.50 | $0.00 | $14,937.50 |
| Loss Adj. Expense | $7,668.29 | $0.00 | $7,668.29 |
| Rehab | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $30,168.29 | $0.00 | $30,168.29 |

| Claim Number: 2024006017 | | Claimant Name: Marcello Lima Cabral | | Age: | Claim Status: Closed/Medical |
|---|---|---|---|---|---|
| Class Code | 547409 | Location 002 | HARTZELL PAINTING DBA<br>3195 N POWERLINE RD STE 101<br>POMPANO BEACH, FL 33069 | Claim Examiner | THOMAS FERRANTE |
| Occupation | PAINTER (380) | | | Phone Number | (407) 804-6381 |
| Date of Injury | 03/05/2024 (No time provided) | | | Email Address | tferrante@icwgroup.com |
| Date Reported to Carrier | 03/07/2024 (2 Days To Report) | | | | |
| Close Date | 06/24/2024 | | | | |
| In Litigation | Yes | | | | |
| Nature of Injury | Spc: All Other Specific Inj,Noc | | | | |
| Body Part | Mult: Body Systems/Mlt Body Sys | | | | |
| Cause | Misc: Other/Miscellaneous, Noc | | | | |
| Accident Description | WHILE IN THE COURSE AND SCOPE OF EMPLOYMENT, THE CLAIMANT WAS WORKING ON A LADDER AND INJURED HIS BACK, HEAD, UPPER CHEST, LEFT ARM, LEFT HAND, CHEST, AND ABDOMEN. | | | | |

| | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $336.00 | $0.00 | $336.00 |
| Indemnity | $0.00 | $0.00 | $0.00 |
| Loss Adj. Expense | $8,635.78 | $0.00 | $8,635.78 |
| Rehab | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $8,971.78 | $0.00 | $8,971.78 |

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Insured ROOF PAINTING BY HARTZELL INC
Policy Number WFL 5036484 06
Policy Period 04/15/2023 - 04/15/2024
Agent HALCYON UNDERWRITERS

Insurance Company of the West

Valued as of: 11/24/2024 01:29:03 AM

**Location Summary**

**001 ROOF PAINTING BY HARTZELL INC 3195 N POWERLINE RD STE 101 POMPANO BEACH, FL 33069**

Number of Claims: 1
Open Claims: 0

| Loss Type: | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $7,562.50 | $0.00 | $7,562.50 |
| Indemnity | $14,937.50 | $0.00 | $14,937.50 |
| Expense | $7,668.29 | $0.00 | $7,668.29 |
| Rehabilitation | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $30,168.29 | $0.00 | $30,168.29 |

**002 HARTZELL PAINTING DBA 3195 N POWERLINE RD STE 101 POMPANO BEACH, FL 33069**

Number of Claims: 1
Open Claims: 0

| Loss Type: | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $336.00 | $0.00 | $336.00 |
| Indemnity | $0.00 | $0.00 | $0.00 |
| Expense | $8,635.78 | $0.00 | $8,635.78 |
| Rehabilitation | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $8,971.78 | $0.00 | $8,971.78 |

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ICWGROUP
Insurance Companies

# Workers' Compensation Loss Analysis Report

**Insurance Company of the West**
**Valued as of: 11/24/2024 12:49:09 AM**

| INSURED | |
|---|---|
| **Insured** | ROOF PAINTING BY HARTZELL INC |
| **Address** | 3195 N POWERLINE RD STE 101 |
| | POMPANO BEACH, FL 33069 |
| **Policy Number** | WFL 5036484 05 |
| **Policy Period** | 04/15/2022 - 04/15/2023 |

| CONTACT INFORMATION | |
|---|---|
| **Agent** | HULL & COMPANY, LLC |
| **DBA** | HALCYON UNDERWRITERS |
| **Agency Code** | 0010498 |

| CURRENT ACCOUNT SUMMARY | | |
|---|---|---|
| **Term Premium** | | $44,376.00 |
| **Earned Premium** | | $44,376.00 |
| **Total Paid Losses and Expenses** | | $0.00 |
| **Outstanding Losses and Expenses** | | $0.00 |
| **Subrogation** | | $0.00 |
| **Total Incurred Losses and Expenses** | | $0.00 |
| **Loss Ratio** | | 0% |
| **Experience Modification** | | 141% |
| **Total Number of Claims** | | 0 |
| **Litigation Count** | | 0 |
| **Number of Medical Claims** | Open | 0 |
| | Closed | 0 |
| **Number of Indemnity Claims** | Open | 0 |
| | Closed | 0 |

## CURRENT & PAST ACCOUNT SUMMARY

| Policy Number | Effective Date | Expiration Date | Written Premium | Earned Premium | # Total Claims | # Open Claims | Paid Loss Adjustment Expenses | Paid Losses | Outstanding Losses and Expenses | Total Incurred Losses and Expenses | Loss Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WFL 5036484 05 | 04/15/2022 | 04/15/2023 | $44,376.00 | $44,376.00 | 0 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| WFL 5036484 04 | 04/15/2021 | 04/15/2022 | $66,732.00 | $66,732.00 | 1 | 1 | $8,594.40 | $240,638.06 | $125,267.54 | $374,500.00 | 561% |
| WFL 5036484 03 | 04/15/2020 | 04/15/2021 | $35,933.00 | $35,933.00 | 1 | 0 | $515.51 | $48,933.61 | $0.00 | $49,449.12 | 138% |
| WFL 5036484 02 | 04/15/2019 | 04/15/2020 | $31,084.00 | $31,084.00 | 1 | 0 | $3,808.41 | $15,000.00 | $0.00 | $18,808.41 | 61% |
| WFL 5036484 01 | 04/15/2018 | 04/15/2019 | $32,018.00 | $32,018.00 | 1 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| | | **Total:** | **$210,143.00** | **$210,143.00** | **4** | **1** | **$12,918.32** | **$304,571.67** | **$125,267.54** | **$442,757.53** | **211%** |

For policies effective 10/01/2019 and later, Written Premium equals Estimated Annual Premium (aka Term Premium). For policies effective prior to 10/01/2019, Written Premium equals the sum of billed premium.

## SAFETY FACTS

ICW Group offers you a wide variety of risk management services, including safety resources, tools, educational information, helpful support and Safety OnDemand. For more information, contact your risk management consultant or one of our customer care representatives at 877.289.1644, myResource@icwgroup.com or visit icwgroup.com/safety.

5683

ICWGROUP
Insurance Companies

# Workers' Compensation Loss Analysis Report

Insurance Company of the West
Valued as of: 11/24/2024 12:16:05 AM

| INSURED | |
|---|---|
| Insured | ROOF PAINTING BY HARTZELL INC |
| Address | 2301 NW 33RD CT STE 112 |
| | POMPANO BEACH, FL 33069 |
| Policy Number | WFL 5036484 04 |
| Policy Period | 04/15/2021 - 04/15/2022 |

| CONTACT INFORMATION | |
|---|---|
| Agent | HULL & COMPANY, LLC |
| DBA | HALCYON UNDERWRITERS |
| Agency Code | 0010498 |

| CURRENT ACCOUNT SUMMARY | | |
|---|---|---|
| Term Premium | | $66,732.00 |
| Earned Premium | | $66,732.00 |
| Total Paid Losses and Expenses | | $249,232.46 |
| Outstanding Losses and Expenses | | $125,267.54 |
| Subrogation | | $0.00 |
| Total Incurred Losses and Expenses | | $374,500.00 |
| Loss Ratio | | 561% |
| Experience Modification | | 100% |
| Total Number of Claims | | 1 |
| Litigation Count | | 1 |
| Number of Medical Claims | Open | 0 |
| | Closed | 0 |
| Number of Indemnity Claims | Open | 1 |
| | Closed | 0 |

## CURRENT & PAST ACCOUNT SUMMARY

| Policy Number | Effective Date | Expiration Date | Written Premium | Earned Premium | # Total Claims | # Open Claims | Paid Loss Adjustment Expenses | Paid Losses | Outstanding Losses and Expenses | Total Incurred Losses and Expenses | Loss Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WFL 5036484 04 | 04/15/2021 | 04/15/2022 | $66,732.00 | $66,732.00 | 1 | 1 | $8,594.40 | $240,638.06 | $125,267.54 | $374,500.00 | 561% |
| WFL 5036484 03 | 04/15/2020 | 04/15/2021 | $35,933.00 | $35,933.00 | 1 | 0 | $515.51 | $48,933.61 | $0.00 | $49,449.12 | 138% |
| WFL 5036484 02 | 04/15/2019 | 04/15/2020 | $31,084.00 | $31,084.00 | 1 | 0 | $3,808.41 | $15,000.00 | $0.00 | $18,808.41 | 61% |
| WFL 5036484 01 | 04/15/2018 | 04/15/2019 | $32,018.00 | $32,018.00 | 1 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| | | **Total:** | **$165,767.00** | **$165,767.00** | **4** | **1** | **$12,918.32** | **$304,571.67** | **$125,267.54** | **$442,757.53** | **267%** |

For policies effective 10/01/2019 and later, Written Premium equals Estimated Annual Premium (aka Term Premium). For policies effective prior to 10/01/2019, Written Premium equals the sum of billed premium.

## SAFETY FACTS

ICW Group offers you a wide variety of risk management services, including safety resources, tools, educational information, helpful support and Safety OnDemand. For more information, contact your risk management consultant or one of our customer care representatives at 877.289.1644, myResource@icwgroup.com or visit icwgroup.com/safety.

5684

Insured ROOF PAINTING BY HARTZELL INC
Policy Number WFL 5036484 04
Policy Period 04/15/2021 - 04/15/2022
Agent HALCYON UNDERWRITERS

Insurance Company of the West

Valued as of: 11/24/2024 12:16:05 AM

| Claim Number: 2022004029 | | Claimant Name: Efim Tetelbaum | | Age: 70 | Claim Status: Open/Indemnity |
|---|---|---|---|---|---|
| Class Code | 547409 | Location 002 | HARTZELL PAINTING DBA<br>3195 N POWERLINE RD STE 101<br>POMPANO BEACH, FL 33069 | Claim Examiner | LISA BRANLY |
| Occupation | PAINTER (380) | | | Phone Number | (407) 804-2611 |
| Date of Injury | 03/01/2022 12:00 PM | | | Email Address | lbranly@icwgroup.com |
| Date Reported to Carrier | 03/02/2022 (1 Day To Report) | | | | |
| Close Date | | | | | |
| In Litigation | Yes | | | | |
| Nature of Injury | Mult: Physical Injuries Only | | | | |
| Body Part | Head: Multiple Head Injury | | | | |
| Cause | Fall/Slip: Ladder/Scaffolding | | | | |
| Accident Description | THE EMPLOYEE FELL OFF AN 8 FOOT LADDER, STRIKING THEIR HEAD AND SUSTAINING A SUBDERMAL HEMATOMA, A CLOT IN THE BRAIN, AND A SKULL FRACTURE. | | | | |

| | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $189,928.36 | $571.64 | $190,500.00 |
| Indemnity | $50,709.70 | $123,290.30 | $174,000.00 |
| Loss Adj. Expense | $8,594.40 | $1,405.60 | $10,000.00 |
| Rehab | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $249,232.46 | $125,267.54 | $374,500.00 |

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Insured ROOF PAINTING BY HARTZELL INC
Policy Number WFL 5036484 04
Policy Period 04/15/2021 - 04/15/2022
Agent HALCYON UNDERWRITERS

Insurance Company of the West

Valued as of: 11/24/2024 12:16:05 AM

**Location Summary**

002 HARTZELL PAINTING DBA 3195 N POWERLINE RD STE 101 POMPANO BEACH, FL 33069

Number of Claims: 1
Open Claims: 1

| Loss Type: | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $189,928.36 | $571.64 | $190,500.00 |
| Indemnity | $50,709.70 | $123,290.30 | $174,000.00 |
| Expense | $8,594.40 | $1,405.60 | $10,000.00 |
| Rehabilitation | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $249,232.46 | $125,267.54 | $374,500.00 |

5686

ICW GROUP
Insurance Companies

# Workers' Compensation Loss Analysis Report

Insurance Company of the West
Valued as of: 11/23/2024 11:37:05 PM

| INSURED | |
|---|---|
| Insured | ROOF PAINTING BY HARTZELL INC |
| Address | 2301 NW 33RD CT STE 112 |
| | POMPANO BEACH, FL 33069 |
| Policy Number | WFL 5036484 03 |
| Policy Period | 04/15/2020 - 04/15/2021 |

| CONTACT INFORMATION | |
|---|---|
| Agent | HULL & COMPANY, LLC |
| DBA | HALCYON UNDERWRITERS |
| Agency Code | 0010498 |

| CURRENT ACCOUNT SUMMARY | | |
|---|---|---|
| Term Premium | | $35,933.00 |
| Earned Premium | | $35,933.00 |
| Total Paid Losses and Expenses | | $49,449.12 |
| Outstanding Losses and Expenses | | $0.00 |
| Subrogation | | $0.00 |
| Total Incurred Losses and Expenses | | $49,449.12 |
| Loss Ratio | | 138% |
| Experience Modification | | 84% |
| Total Number of Claims | | 1 |
| Litigation Count | | 0 |
| Number of Medical Claims | Open | 0 |
| | Closed | 0 |
| Number of Indemnity Claims | Open | 0 |
| | Closed | 1 |

## CURRENT & PAST ACCOUNT SUMMARY

| Policy Number | Effective Date | Expiration Date | Written Premium | Earned Premium | # Total Claims | # Open Claims | Paid Loss Adjustment Expenses | Paid Losses | Outstanding Losses and Expenses | Total Incurred Losses and Expenses | Loss Ratio |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WFL 5036484 03 | 04/15/2020 | 04/15/2021 | $35,933.00 | $35,933.00 | 1 | 0 | $515.51 | $48,933.61 | $0.00 | $49,449.12 | 138% |
| WFL 5036484 02 | 04/15/2019 | 04/15/2020 | $31,084.00 | $31,084.00 | 1 | 0 | $3,808.41 | $15,000.00 | $0.00 | $18,808.41 | 61% |
| WFL 5036484 01 | 04/15/2018 | 04/15/2019 | $32,018.00 | $32,018.00 | 1 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | 0% |
| | | **Total:** | **$99,035.00** | **$99,035.00** | **3** | **0** | **$4,323.92** | **$63,933.61** | **$0.00** | **$68,257.53** | **69%** |

For policies effective 10/01/2019 and later, Written Premium equals Estimated Annual Premium (aka Term Premium). For policies effective prior to 10/01/2019, Written Premium equals the sum of billed premium.

## SAFETY FACTS

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| | |
|---|---|
| Insured | ROOF PAINTING BY HARTZELL INC |
| Policy Number | WFL 5036484 03 |
| Policy Period | 04/15/2020 - 04/15/2021 |
| Agent | HALCYON UNDERWRITERS |

Insurance Company of the West

Valued as of: 11/23/2024 11:37:05 PM

**Claim Number: 2020012053** | **Claimant Name: Shukri Ka vrak** | **Age: 64** | **Claim Status: Closed/Indemnity**

| | |
|---|---|
| Class Code | 547409 |
| Occupation | PAINTER (380) |
| Date of Injury | 08/11/2020 10:00 AM |
| Date Reported to Carrier | 08/11/2020 (0 Days To Report) |
| Close Date | 05/03/2021 |
| In Litigation | No |
| Nature of Injury | Spc: Fracture |
| Body Part | Lower Ext: Foot |
| Cause | Fall/Slip: Ladder/Scaffolding |
| Accident Description | EMPLOYEE WAS CLIMBING A LADDER TO PAINT WHEN HE FELL 8 FEET |

Location 001 ROOF PAINTING BY HARTZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH, FL 33069

Claim Examiner LUZ HAGEMEYER
Phone Number (407) 915-8355
Email Address lhagemeyer@ICWGROUP.com

| | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $34,023.59 | $0.00 | $34,023.59 |
| Indemnity | $14,910.02 | $0.00 | $14,910.02 |
| Loss Adj. Expense | $515.51 | $0.00 | $515.51 |
| Rehab | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $49,449.12 | $0.00 | $49,449.12 |

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Insured ROOF PAINTING BY HARTZELL INC
Policy Number WFL 5036484 03
Policy Period 04/15/2020 - 04/15/2021
Agent HALCYON UNDERWRITERS

Insurance Company of the West

Valued as of: 11/23/2024 11:37:05 PM

**Location Summary**

001 ROOF PAINTING BY HARTZELL INC 2301 NW 33RD CT STE 112 POMPANO BEACH, FL 33069

Number of Claims: 1
Open Claims: 0

| Loss Type: | Paid | Reserved | Total Incurred |
|---|---|---|---|
| Medical | $34,023.59 | $0.00 | $34,023.59 |
| Indemnity | $14,910.02 | $0.00 | $14,910.02 |
| Expense | $515.51 | $0.00 | $515.51 |
| Rehabilitation | $0.00 | $0.00 | $0.00 |
| Subrogation | $0.00 | $0.00 | $0.00 |
| Total | $49,449.12 | $0.00 | $49,449.12 |

5689

ROOFP-2

OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
954-340-9551
INNOVATIVE INSURANCE CONSULTANTS, INC.
5461 UNIVERSITY DRIVE, #103
CORAL SPRINGS, FL 33067
THOMAS J. DEFRANCO

CONTACT NAME: THOMAS J. DEFRANCO
PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456
E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : JAMES RIVER INSURANCE CO - RUM | 12203 |
| INSURER B : FCCI INSURANCE CO. | 33472 |
| INSURER C : INSURANCE CO OF THE WEST | 27847 |
| INSURER D : IRONSHORE SPECIALTY INS CO. | 25445 |
| INSURER E : | |
| INSURER F : | |

INSURED
ROOF PAINTING BY HARTZELL, INC.
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | 00132197-2 | 06/30/2024 | 06/30/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X BLANKET ADDL INSD | | | PRIMARY & NONCONTRIBUT | | | MED EXP (Any one person) | $ 5,000 |
| | X BLANKET WAIVER | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | 00132200-2 | 06/30/2024 | 06/30/2025 | AGGREGATE | $ 2,000,000 |
| | DED X RETENTION $ 0 | | | | | | SEE NOTES | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE X OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | WFL503648407 | 04/15/2024 | 04/15/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | BLANKET WAIVER INCLUDED | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5692

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** [signature] **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ext. A

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| 5400 Congress LLC | | |
| 24HP1161 Window Caulking | 675.00 | 0.00 |
| 6119 La Vida Terrace LLC | | |
| 24HP1132 Driveway Coating | 950.00 | 0.00 |
| Abeles, Peggy | | |
| 24HP1220 Exterior Painting | 2,285.00 | 517.50 |
| Addison Trace Community | | |
| 24HP1041 ID Walls and Gates | 13,045.00 | 12,570.00 |
| ADITA Holdings | | |
| 23HP0353 Exterior Painting | 81,214.93 | 74,361.13 |
| Airasain, Dara | | |
| 24HP1156 Interior Painting | 950.00 | 0.00 |
| Alhambra | | |
| 24HP0642 Misc Painting | 2,800.00 | 0.00 |
| Atlantis Sherbrooke | | |
| 24HP1110 Exterior Painting Clubhouse | 8,630.00 | 0.00 |
| Bahia Miramar @ Somerset | | |
| 24HP1170 Exterior Painting | 237,900.00 | 0.00 |
| Banyan Estates | | |
| 24HP1183 Perimeter Wall | 4,885.00 | 0.00 |
| Bedford Park @ Tradition HOA | | |
| 24HP1038 Beautification 2024-2030 | 248,452.18 | 13,296.14 |
| Bel Aire at Grand Palms | | |
| 24HP1029 Exterior Painting | 155,393.48 | 0.00 |
| Bella Verde @ Addison Reserve | | |
| 22HP0785 Beautification Ext 2022-2027 | 113,772.00 | 26,357.00 |
| 24HP1054 Sign Up Pressure Cleaning | 1,915.00 | 1,958.07 |
| Blue, Barrie | | |
| 24HP1211 Roof Cleaning | 185.00 | 0.00 |
| Boca Office and Warehouse Park | | |
| 24HP1119 Exterior Painting | 29,685.00 | 0.00 |
| Boca Ridge Garden Villas | | |
| 24HP1228 Exterior Painting | 17,350.00 | 0.00 |
| Brookfield Estates @ Addison Reserve | | |
| 24HP0889 Pressure Cleaning | 1,350.00 | 0.00 |
| Broward County School Board | | |
| 24HP0996 Markham Elem Interior Paint | 31,352.00 | 0.00 |
| 24HP1130 Pomapno Beach HS Bldg 3 | 29,418.00 | 0.00 |
| 24HP1131 NW Bus Depot | 18,812.50 | 18,812.50 |
| 24HP1133 Park Trails | 19,200.00 | 0.00 |

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| 24HP1194 North Area Maintenance | 40,360.00 | 0.00 |
| Broward County School Board - Other | 325,323.05 | 1,134,822.58 |
| Cambridge Park H.O.A. @ Woodfield CC | | |
| 20HP1160 - Beautification 2020-2028 | 191,540.00 | 0.00 |
| Carlisle at Hampton West | | |
| 24HP1169 Exterior Painting | 105,440.00 | 0.00 |
| Casa Grande POA @ Addison Reserve | | |
| 19HP0546 Beautification 2020-2028 | 49,235.00 | 15,030.00 |
| 24HP1059 Sign Ups Pressure Cleaning | 1,565.00 | 1,605.98 |
| Caseras @ Parkland Golf & CC | | |
| 24HP0637 Sealing & Fence Painting | 5,240.00 | 0.00 |
| Century Village @ Pembroke Pines | | |
| 23HP0597 Clubhouse | 6,890.00 | 0.00 |
| Century Village Hythe Bldgs | | |
| 24HP1116 Exterior Painting | 165,404.00 | 40,888.50 |
| City of Boca Raton | | |
| 23HP0848 Hughes Park Exterior | 798.07 | 784.92 |
| 23HP0849 Sugar Sands PK Field House | 6,392.53 | 5,765.00 |
| 23HP0851 Boca Swim & Racquet Cntr | 3,193.10 | 2,790.00 |
| 23HP0854 Spanish River Library | 6,137.45 | 6,109.71 |
| 24HP0216 Bus Depot | 12,576.37 | 11,226.11 |
| 24HP0651 Police Dept Interior Paint | 5,377.00 | 0.00 |
| 24HP0985 Golf & Maintenance Fence | 13,964.00 | 0.00 |
| 24HP1021 Sugar Sands Community Center | 57,670.00 | 0.00 |
| City of Deerfield Beach Purchasing | | |
| 22HP0759 (1) 2 /5 0,149)(2)3,6,7&8 Towers | 2,177,963.24 | 1,815,625.65 |
| City of Miami Beach Parks & Recreation | | |
| 23HP1145 Muscle Beach Containers | 5,163.20 | 3,872.40 |
| City of Miami Beach Parks & Recreation - Other | 10,515.80 | 0.00 |
| Clubside @ Woodfield Country Club | | |
| 24HP1044 Sign Ups | 3,210.00 | 3,292.28 |
| 24HP1096 Pressure Cleaning | 1,345.00 | 0.00 |
| Cohen, Linda | | |
| 24HP0179 Exterior Painting | 6,587.00 | 5,597.00 |
| Cohen, Marc | | |
| 24HP0076 Pressure Cleaning | 185.00 | 0.00 |
| Cohen, Sharon. | | |
| 24HP1182 Fascia Painting | 1,270.00 | 0.00 |
| Colella, Nick | | |
| 24HP1191 Exterior Painting | 5,985.00 | 1,197.00 |

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| Coles, Ana | | |
| 24HP1218 Interior Painting | 3,285.00 | 657.00 |
| Coquina Isles @ Polo Club | | |
| Beautification (2021-2030) | 373,164.00 | 0.00 |
| Davidson, Lee | | |
| 24HP1158 Exterior Painting | 4,770.00 | 954.00 |
| Derengowski, Jean | | |
| 24HP1219 Driveway Painting | 785.00 | 0.00 |
| Dorman, Alan & Karen | | |
| 24HP1146 Exterior Painting | 1,850.00 | 0.00 |
| Double Eagle Construction Group | | |
| 24HP1221 Pigot Residence | 5,885.00 | 1,177.00 |
| Duarte, Antonio | | |
| 24HP1122 Exterior Painting | 3,585.00 | 717.00 |
| Total Duarte, Antonio | 3,585.00 | 717.00 |
| Faircloth, Karen * | | |
| 24HP1217 Interior Painting | 5,500.00 | 0.00 |
| Fairway Bend HOA @ Broken Sound | | |
| 24HP0913 Exterior Painting | 82,005.00 | 0.00 |
| 24HP1086 Mailboxes | 3,020.00 | 0.00 |
| 24HP1118 Sign Up Pressure Cleaning | 1,680.00 | 1,364.53 |
| Fairway Views at Carolina | | |
| 24HP1152 Exterior Painting | 23,660.00 | 0.00 |
| FAU | | |
| 24HP0438 IRT Interior | 172,339.00 | 0.00 |
| Flamingo Townhomes Phase 5 | | |
| 24HP1120 Exterior Painting | 277,535.00 | 0.00 |
| Fleekop, Jeri | | |
| 24HP0898 Misc Painting | 350.00 | 362.26 |
| 24HP1103 Painting Bench | 220.00 | 0.00 |
| Fox Ridge HOA | | |
| 24HP1135 Split Rail Fence | 11,885.00 | 2,377.00 |
| Galleon Condominium | | |
| 21HP1521 Exterior Painting | 705,885.00 | 287,556.48 |
| Ganslaw, Stuart | | |
| 24HP0787 Sign Up Villa Monteverde Soffit | 200.00 | 0.00 |
| Garland/DBS, Inc. | | |
| 23HP0628 Lee County Stadium | 20,076.00 | 0.00 |
| 23HP0873 Executive Airport | 48,720.00 | 0.00 |
| 24HP0877 Boca WTP | 48,221.00 | 0.00 |

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| GDF Properties | | |
| 24HP0425 Exterior Painting | 18,885.00 | 0.00 |
| Genzer, Norman | | |
| 24HP1187 Exterior Painting | 11,885.00 | 2,377.00 |
| Goodstein, Phyllis | | |
| 24HP1126 Exterior Painting | 4,695.00 | 916.00 |
| Gottdiener, Gary | | |
| 24HP0819 Sign Up Monteverde Soffits | 720.00 | 696.00 |
| Grand Bay P.O.A., Inc. | | |
| 24HP0735 2025-2031 Pressure Cleaning | 63,600.00 | 0.00 |
| Greater Hollywood & Hallandale Beach YMCA | | |
| 24HP0281 Locker Rooms | 2,780.00 | 0.00 |
| Grozbean, Stuart | 2,450.00 | 15,375.00 |
| Hampton Court at the Polo Club | | |
| 19HP0431 Beuatification 2019-2024 | 190,280.00 | 180,200.00 |
| 24HP1186 Driveway Coating | 2,100.00 | 0.00 |
| Handler, Jeffrey | | |
| 24HP0999 Exterior Painting | 1,749.00 | 0.00 |
| Haver, David | | |
| 24HP1134 Pressure Cleaning | 360.00 | 0.00 |
| Heritage Landings Condominium | | |
| 23HP0826 Railings | 26,605.00 | 7,981.50 |
| Ippolito, Troy | | |
| 24HP1148 Exterior Painting | 8,000.00 | 4,000.00 |
| 24HP1153 Exterior Painting Commercial Bld | 11,675.00 | 0.00 |
| Jaffin, Diane | | |
| 24HP0306 Roof Pressure Cleaning | 950.00 | 750.00 |
| JMarks Restaurant | | |
| 23HP0867 Exterior Painting | 9,200.00 | 0.00 |
| Kaplan, Pamela | | |
| 24HP1145 Driveway Sealing | 1,385.00 | 0.00 |
| Karlin, Ronald | | |
| 24HP1192 Door Painting | 600.00 | 0.00 |
| Katz, Ralph | | |
| 24HP1224 Interior Painting | 1,185.00 | 0.00 |
| Klazmer, Gary | | |
| 24HP1227 Pressure Cleaning | 385.00 | 0.00 |
| Kozlowski, Dr Joe | 1,425.00 | 2,210.00 |
| L'Aquila POA @ Addison Reserve | | |
| 24HP1082 Pressure Cleaning | 820.00 | 0.00 |

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| L'Hermitage | | |
| 24HP0795 Misc Painting | 40,150.00 | 0.00 |
| La Costa @ Grand Palms | | |
| 24HP1160 Pressure Cleaning | 885.00 | 0.00 |
| La Costa HOA | | |
| 23HP0177 Exterior Painting | 168,320.00 | 0.00 |
| 24HP1171 Exterior Painting | 152,320.00 | 0.00 |
| La Terre at Avenir | | |
| 24HP1164 Wood Structures | 8,350.00 | 0.00 |
| 24HP1214 Entryway Repair | 3,250.00 | 0.00 |
| Lakeridge Greens H.O.A. | | |
| 1375-18 Beautification 2018-2025 | 501,520.00 | 22,800.00 |
| Lakeridge Greens H.O.A. - Other | 461,120.00 | 1,093,926.30 |
| Lakes of Woodhaven Condo | | |
| 24HP1053 Exterior Painting | 59,080.00 | 35,448.00 |
| 24HP1067 Floor Coating | 3,850.00 | 0.00 |
| 24HP1210 Foundation Sealing | 1,140.00 | 0.00 |
| Laurels at Grand Palms | | |
| 24HP0243 Id Walls | 9,285.00 | 4,642.50 |
| Leardi, Norma | | |
| 24HP1196 Brentwood Extra Coat | 350.00 | 350.00 |
| Legacy Construction Services, LLC | | |
| 23HP0812 Exterior Painting | 330,035.00 | 329,220.00 |
| Levine, Charles | | |
| 24HP1084 Exterior Painting | 4,885.00 | 977.00 |
| Lichtman, Gayle | | |
| 24HP1076 Exterior Painting | 20,000.00 | 4,000.00 |
| Longwood Condominium | | |
| 23HP0575 Exterior Painting | 460,495.86 | 444,977.86 |
| Loscalzo, Larry | | |
| 24HP1043 Exterior Painting | 7,685.00 | 1,537.00 |
| LoScalzo, Lawrence | | |
| 24HP1058 Patio Coating | 2,285.00 | 457.00 |
| Lowe, Elanie | | |
| 24HP0669 Columns Removal | 8,485.00 | 8,485.00 |
| 24HP1117 Interior Painting | 7,285.00 | 0.00 |
| Makar, Michael | | |
| 24HP1225 Exterior Painting | 2,885.00 | 577.00 |
| Martin County Board of County Commissione | | |
| 23HP0952 Mast Arms | 115,400.00 | 33,500.00 |

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| Mayfair @ Woodfield CC | | |
| 24HP0736 Mayfair at Woodfield 21-28 | 193,160.00 | 0.00 |
| McKay, Christine | | |
| 24HP0566 Roof Cleaning | 2,245.00 | 1,195.00 |
| Mendible, Daniel | | |
| 24HP0870 Concrete Repair & Painting | 13,135.00 | 12,885.00 |
| Mermel, Janie or Danny | | |
| 24HP1147 Roof Cleaning | 450.00 | 0.00 |
| Middlestadt, Jocelyn | | |
| 24HP1195 Pressure Cleaning | 585.00 | 0.00 |
| Mirasol Master Mtce. Assn., Inc. | | |
| 21HP0701 - Qrtly PC 2021-2026 | 216,792.00 | 135,112.00 |
| 24HP0890 Remedial Cleaning | 8,400.00 | 2,100.00 |
| 24HP1107 Pressure Cleaning | 1,469.00 | 0.00 |
| Montecito HOA INC. | | |
| 23HP0764 Beautificaion 2023-2030 | 124,878.00 | 22,262.00 |
| Muirfield HOA @ PGA Village | | |
| 23HP0280 Beautification | 10,120.00 | 1,610.00 |
| 24HP0572 Roof Cleaning | 46,920.00 | 14,260.00 |
| Natiss, Sheila | | |
| 24HP1093 Exterior Painting | 3,960.00 | 792.00 |
| Norstedt, Eric | | |
| 24HP0980 Exterior Painting | 4,320.00 | 1,554.00 |
| North Hampton Court Condo | | |
| 24HP0440 Rail Painting | 13,635.00 | 13,145.00 |
| Ocean Towers | | |
| 22HP1304 Exterior Painting | 411,204.68 | 291,751.54 |
| Old Palm Foundation, Inc. | | |
| 24HP1102 ID Wall Painting | 1,285.00 | 1,329.98 |
| 24HP1121 ID Wall Repair | 743.00 | 769.01 |
| Orchid Reserve @ Ibis | | |
| 19HP1396 2020-2026 Beautifications | 155,950.00 | 22,950.00 |
| Palm Aire 9 Condo | | |
| 24HP1143 Pressure Cleaning | 3,400.00 | 0.00 |
| Palm Beach Shores | | |
| 24HP1178 Exterior Painting | 90,955.00 | 0.00 |
| Parkview Condo | | |
| 24HP1212 Floor Painting | 6,975.00 | 0.00 |
| Patio Homes | | |
| 24HP1142 Privacy Fence | 9,876.00 | 0.00 |

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| Phillips, Lisa | | |
| 24HP0924 Front Door Painting | 305.00 | 0.00 |
| Pierpointe V | | |
| 23HP0001 Bldgs 4, 9 & 10 Ext Paint | 22,140.00 | 0.00 |
| 23HP0002 | 51,660.00 | 0.00 |
| Pine Ridge H.O.A., Inc. | | |
| 24HP0418 Pressure Cleaning 5 Years | 6,720.00 | 0.00 |
| Playa Rienta POA @ Addison Reserve | | |
| 24HP0187 Exterior Painting | 485.00 | 0.00 |
| 24HP1114 Pressure Cleaning | 1,615.00 | 0.00 |
| 24HP1184 Pressure Cleaning | 1,535.00 | 0.00 |
| Porto Vecchio Property Owners Assoc. | | |
| 24HP1106 Pressure Cleaning 2025 | 2,000.00 | 0.00 |
| Pugh, Jennifer | | |
| 24HP1173 | 15,990.00 | 3,198.00 |
| Reinish, Ruth | | |
| 24HP1099 Pressure Cleaning | 525.00 | 105.00 |
| 24HP1138 Exterior Painting | 4,440.00 | 888.00 |
| Ring, Mitchell | | |
| 24HP1050 Pressure Cleaning | 630.00 | 0.00 |
| Rolle, Antoine | | |
| 24HP1213 Pressure Cleaning | 385.00 | 0.00 |
| Rose, Michael | | |
| 24HP1179 COncrete Staining | 400.00 | 0.00 |
| Ross, Michael | | |
| 24HP1061 Exterior Painting | 5,285.00 | 1,057.00 |
| Sanctuary Pines Condo | | |
| 24HP1223 Pressure Cleaning | 1,240.00 | 0.00 |
| Sand Cay @ Ibis | | |
| 24HP0219 Exterior Painting | 99,973.00 | 37,782.00 |
| Seminole Tribe of Florida | | |
| 24HP1215 Exterior Painting | 2,537,600.00 | 0.00 |
| Shoppes of Beacon Light | | |
| 24HP1162 Electrostatic Painting | 6,220.00 | 0.00 |
| Sloan, Robert | | |
| 24HP1137 Driveway Coating | 3,000.00 | 621.00 |
| Somerset at Abacoa | | |
| 24HP0973 Fasica Painting | 775.00 | 0.00 |
| South Bridge West | | |
| 24HP0225 Exterior Painting | 89,580.00 | 80,622.00 |

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| 24HP0226 Fence Painting | 41,895.00 | 37,705.50 |
| South Florida Window & Doors | | |
| 24HP1012 Aluminum Painting | 24,120.00 | 14,120.00 |
| Spyglass Walk Condo Assn., Inc. | | |
| Beautification 2019 - 2025 | | |
| 19HP0699 Beautification 2019 - 2025 | 39,724.91 | 31,244.91 |
| Stemler, Suzanne | | |
| 24HP0899 Concrete Repair & Painting | 4,885.00 | 977.00 |
| Stevens, Laurie | | |
| 24HP1049 Exterior & Interior Painting | 12,510.00 | 2,589.57 |
| Stotzer, Ted | | |
| 23HP0169 Beautification | 1,980.00 | 720.00 |
| Sun Terrace @ The Gardens HOA | | |
| 2021 - 2027 Beautification Program | 49,648.00 | 0.00 |
| Talavera @ Addison Reserve POA | | |
| 24HP1077 Pressure Cleaning | 1,676.00 | 0.00 |
| The Ambassadors Condominium Association | | |
| 21HP0576 - Center Front Repairs | 46,400.00 | 33,075.00 |
| The Club @ Indian Lakes | | |
| 24HP0603 Exterior Painting 24-25 | 123,786.00 | 61,893.00 |
| The Cove at Boca West | | |
| 24HP1105 Car Stop Painting | 6,380.00 | 0.00 |
| The Glens Condominium, Inc. | | |
| 2019-2025 Beautification | 103,235.00 | 0.00 |
| The Landings at Victoria Isles | | |
| Beautification 2017 - 2029 | 120,416.00 | 47,701.00 |
| The Palms at Boca Pointe | | |
| 24HP1063 Pressure Cleaning | 3,140.00 | 0.00 |
| 24HP1226 Pressure Cleaning | 785.00 | 0.00 |
| Tierra Verde @ Delray Beach | | |
| 24HP1216 Sidewalk | 1,785.00 | 0.00 |
| Beautification 2020 - 2025 | 284,885.00 | 234,360.00 |
| Tischler, Sue | | |
| 24HP0873 Soffit Repair | 1,685.00 | 1,743.98 |
| Town of Highland Beach | | |
| 24HP1185 Well Heads | 1,920.00 | 0.00 |
| Town of Lantana | | |
| 23HP0840 Boardwalk | 64,300.00 | 61,800.00 |
| Valencia @ Boca Pointe | | |
| 24HP0577 Pressure Cleaning | 235.00 | 0.00 |

**Roof Painting by Hartzell**

**Open Jobs at 12-5-2024**

| | Est. Revenue | Act. Revenue |
|---|---|---|
| Venetian Park Condo #3 | | |
| 2017 - 2022 Beautification Program | 46,765.00 | 1,980.00 |
| Venetian Park Condo #4 | | |
| 2017 - 2022 Beautification Program | 55,290.00 | 2,520.00 |
| Victoria Isles Community Assn. | | |
| Beautification PC 2017 - 2027 | 62,221.00 | 15,679.00 |
| Victoria Isles Community Assn. - Other | 5,950.00 | 6,845.00 |
| Villa D'Este POA @ Addison Reserve | | |
| 24HP1124 Sign Ups PC | 2,885.00 | 2,975.49 |
| Villa De Capri | | |
| 20HP1497 - Beautification 9 years | 267,830.00 | 9,975.00 |
| Villa Monteverde | | |
| 24HP0978 Beautification 2024&2025 | 127,873.00 | 55,521.50 |
| Villas Central | | |
| 23HP0388 Exterior Painting | 178,600.00 | 0.00 |
| Waterford at the Cascades HOA | | |
| 19HP0587 Beautification addendum | | |
| 19HP0587 Beautification addendum - Other | 463,532.00 | 310,070.00 |
| Waterford at the Polo Club | | |
| 23HP1197 Exterior Painting | 130,895.00 | 0.00 |
| 24HP0925 Roof Cleaning | 19,975.00 | 0.00 |
| Wolverton A-E at Century Village | | |
| 24HP0740 Exterior Painting | 224,400.00 | 33,660.00 |
| Yardley Condo B Condo | | |
| 24HP1163 Exterior Painting | 45,968.00 | 0.00 |
| Yarmouth at Century Village A-E | | |
| 24HP0658 Exterior Painting | 232,400.00 | 116,199.99 |
| Zeplin, Madison | | |
| 24HP0927 Exterior Painting | 7,785.00 | 7,039.50 |

Sub B

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| 1 Ocean Boulevard Condo | 20HP0707 - Ext Ptg | 124,201.25 |
| 1000 Island Blvd. Condo Assn., Inc | 20HP0212 - PC | 3,475.00 |
| 1039 Hillsboro Mile | 20HP1360 - Ext Ptg | 18,540.00 |
| 117 Partners | 21HP2115 Painting of Pylon | 2,150.00 |
| 1200 Associates LLC | 20HP1617 - Ptg | 5,770.00 |
| 137 East Atlantic Ave LLC | 22HP1316 Repair Wall | 2,946.50 |
| 138 East Atlantic Ave LLC | 20HP1866 - Repairs stucco | 2,840.00 |
| 138 East Atlantic Ave LLC | 20HP1867 - Stairs ptg. | 7,390.00 |
| 138 East Atlantic Ave LLC | 21HP0595 - Ext Ptg | 8,694.00 |
| 138 East Atlantic Ave LLC | 21HP0618 - 138 East Atlantic Ave., LLC | 1,386.00 |
| 1432 Newport Center LLC | 20HP1818 - Caulk windows | 2,872.00 |
| 1800 Building | 19HP0759 int ptg | 15,643.00 |
| 1800 Building | 21HP0415- Balcony Ptg | 1,800.00 |
| 2401 W Atlantic LLC | 24HP0604 Exterior Painting | 26,685.00 |
| 2839-2841 Center Port Circle | 22HP0185 Exterior Painting | 19,570.00 |
| 30 Point Delta | 21HP1316-Interior Painting | 9,527.50 |
| 30 Point Delta | 21HP1537 - Unit 608 | 12,200.00 |
| 3200 South Ocean Blvd | 21HP1535 Painting Planters | 1,050.00 |
| 4241 N Ocean Blvd | 21HP1221-Exterior Painting | 36,000.00 |
| 4450 Building of Coral Springs | 23HP0560 Exterior Painting | 34,295.00 |
| 4848 Building at Stada | 21HP1282-Exterior Painting | 40,050.00 |
| 4848 Building at Stada | 23HP0574 Exterior Waterproofing | 9,570.00 |
| 501 VIllage Blvd LLC | 22HP1027 Interior Painting | 3,535.00 |
| 501 VIllage Blvd LLC | 24HP0683 Exterior Painting | 6,185.00 |
| 5B POA Garage | 19HP0614 Ptg | 46,800.00 |
| 5B POA Garage | 21HP0056 - Expansion Joints | 5,850.00 |
| 7 East Condo | 23HP0007 Exterior Painting | 2,685.00 |
| 7 East Condo | 23HP0547 Exterior Painting | 2,685.00 |
| Aaron, Karen | 20HP1167 - Int Ptg | 4,405.00 |
| Abati, Jean | 19HP1069 int ptg | 3,185.00 |
| Abellard Jr., David | 1560-18 Exterior painting | 2,685.00 |
| Abram, David | 23HP1015 Exterior painting | 6,330.00 |
| Abram, David | 24HP0348 Exterior Painting | 6,000.00 |
| Abrams, Helene | 20HP1302 - Ext Ptg | 1,795.00 |
| Abramson, Joel | 23HP0096 Exterior Painting | 6,885.00 |
| Abroe, Gregore | 22HP0407 Interior Painting | 2,185.00 |
| AC Marriot-Miami Concord | 21HP1995-Deck Waterproofing | 66,150.00 |
| Ackerman, Donna | 21HP2122 Exterior Painting | 8,300.00 |
| Acme Smoked Fish | 22HP1437 Exterior Painting | 44,655.00 |
| Addison Lakes HOA | 20HP0440 - Ext Ptg | 34,560.00 |
| Addison Place | 19HP0679 Remedial cleaning | 4,176.00 |
| Addison Reserve Master POA, Inc. | 19HP1062 Ext ptg | 50,257.00 |
| Addison Reserve Master POA, Inc. | 21HP1104-Exterior Painting | 4,812.00 |
| Addison Trace Community | 19HP0113 - Paint of Metal Surfaces | 14,927.00 |
| Addison Trace Community | 19HP0325 Ext Ptg gates | 4,718.00 |
| Addison Trace Community | 19HP0990 ext ptg | 6,480.00 |
| Addison Trace Community | 19HP1093 ptg pool deck | 5,475.00 |
| Addison Trace Community | 24HP0400 Mailbox, Poles & Lines | 26,579.16 |
| Addo, Edward | 23HP0119 Exterior Painting | 5,485.00 |
| Adels, Errol | 23HP0729 Back Patio Deck | 1,800.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| ADITA Holdings | 24HP0011 Exterior Painting | 1,215.00 |
| Adler, Jennifer | 19HP0496 ext ptg | 1,200.00 |
| Admiral REO LLC. | 19HP0263 - Exter Ptg | 2,800.00 |
| Admirals Cove West | 21HP1311-Pressure clean | 2,460.00 |
| AFG Construction and Design | 22HP0805 Deck Waterproofing | 4,900.00 |
| Ahlborg, Eric & Tanya | 19HP0214 Ext Ptg | 1,910.00 |
| Ahrenstein, Jeff | 20HP0385 - Ext Ptg | 3,375.00 |
| Airmark Overhaul | 24HP0085 Exterior Painting | 28,770.00 |
| Airmark Overhaul | 24HP0798 Misc Painting | 1,329.98 |
| Aisenberg, Flora | 24HP0396 Exterior Painting | 4,980.00 |
| AJ Arenas | 19HP1501 Ext Ptg | 2,600.00 |
| Al Carbone | 21HP1740 Window Glazing | 1,148.00 |
| Alberts, Charles | 20HP0025 - Ext Ptg | 9,000.00 |
| Albinder, Harold | 20HP1223 - Ext Ptg | 4,785.00 |
| Albrecht, Larry | 21HP0724 - Corner Bead Repair | 5,285.00 |
| Alcindor, Nancy | 21HP0842 - Roof Painting | 1,885.00 |
| Aldrich, Laura | 22HP0589 Exterior Painting | 1,350.00 |
| Alex's Flamingo Plaza | 19HP0771 Int Ptg | 4,285.00 |
| Alhambra | 23HP0439 Railings | 1,175.00 |
| Alhambra Townhomes at Centura Parc | 20HP0421 - Ext Ptg | 205,750.00 |
| All Florida Electric | 21HP0891 - Exterior Painting | 3,500.00 |
| Allapattah Community Housing | 22HP0340 Exterior Painting | 85,200.00 |
| Allen, Lisa | 21HP1200 Wood Staining | 138,753.66 |
| Allen, Lisa | 22HP0066 Prep for Staining Wood | 12,552.00 |
| Allen, Lisa | 23HP0085 Pool Decks | 6,800.00 |
| Allen, Lisa | 24HP0629 Wood Accents | 17,300.00 |
| Alliance Property Systems | 20HP0798 - Emer Repairs East Wall | 11,610.00 |
| Alliance Property Systems | 20HP1178 - Water Test | 4,200.00 |
| Alliance Property Systems | 20HP1307 - Window Waterproofing | 12,969.00 |
| Alliance Property Systems | 20HP1498 - Window Waterproofing | 10,368.00 |
| Alliance Property Systems | 22HP0786 Balcony Repairs | 50,000.00 |
| Alphanet | 23HP0443 Exterior Painting | 9,655.00 |
| Alter, Jill | 23HP0640 Interior & Exterior | 2,935.00 |
| Alter, Warren | 19HP0600 PC Roof & Ptg garage | 4,265.00 |
| Alter, Warren | 22HP0859 Exterior Painting | 1,485.00 |
| Alton POA | 21HP0271 - Column Ptg. | 1,450.00 |
| Alton POA | 22HP0894 Exterior Painting | 5,989.00 |
| Alvarez, Nettie | 23HP0108 Exterior Painting | 4,230.00 |
| AM Construction Group, Inc | 20HP0696 - Jupiter Pump Pipes | 5,400.00 |
| Ambassadors Condominium | 20HP0941 - Pull Test on Pool Deck | 2,200.00 |
| Ambassadors Condominium | 20HP1217 - Single Planter Pool Deck | 7,400.00 |
| Ambassadors Condominium | 20HP1311 - Repairs on 403 Balcony | 2,500.00 |
| Ambassadors Condominium | 20HP1312 - Leak repairs unit 505 AC | 3,500.00 |
| American Welding Society | 20HP0284 - Ext Ptg | 13,000.00 |
| American Welding Society | 20HP0366 - Ext Ptg | 4,000.00 |
| Analetto, Donna | 23HP1023 Exterior Painting | 7,466.00 |
| Analetto, Donna | 23HP1180 Soffit Replacement | 2,073.60 |
| Anand, Tanaya | 21HP0726 - Ext Ptg | 4,285.00 |
| Anderson, Chara | 21HP0326 - Ext Ptg Metal roof trim | 3,100.00 |
| Andrade, Kenneth | 23HP0060 Exterior painting | 5,935.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Andreas, Mercedes | 23HP0651 Exterior Painting | 3,600.00 |
| Andreas, Mercedes | 24HP0576 Exterior Painting | 8,920.00 |
| Andrew Pastor - Law Offices | 19HP0692 int Ptg | 1,885.00 |
| Andros Isle POA | 21HP1963 Window Caulking | 3,600.00 |
| Anesh, Mark | 20HP1129 - Ext Ptg | 4,500.00 |
| Antably, Pamela | 23HP1043 Exterior Painting | 11,255.00 |
| Antigua Homeowners Association | 20HP2075 - Gazebo clean/paint | 4,000.00 |
| Antolak, Larry | 22HP0176 Interior Painting | 3,835.00 |
| Applebaum, Tara | 20HP0771 - Window Frames | 1,459.00 |
| Applewood Village 1 | 24HP0165 Waterproofing Wall | 1,750.00 |
| Applewood Village Condo I | 19HP0294 PC roof | 18,770.00 |
| Aptheker | 20HP1329 - Ext Ptg | 2,485.00 |
| Aqua Lofts HOA | 19HP0489 Ext Ptg | 57,753.00 |
| Aqua Lofts HOA | 19HP0575 wood dock resurface | 5,157.50 |
| Aquino-Vado, Cristnei | 23HP0772 Exterior Painting | 1,600.00 |
| Arbor Court Condo - Blue | 19HP0161 Ext Ptg | 48,400.00 |
| Arbor Courts Condo - Green | 24HP0591 Exterior Painting | 62,885.00 |
| Arbor Courts Condo Association | 19HP0223 - ext Ptg fence | 15,000.00 |
| Arbor Courts Condo Association | 20HP0342 - Burgundy Section - Ext Ptg | 39,720.00 |
| Arbor Courts Condo Association | 23HP0279 Entrance and Wall | 1,475.00 |
| Arbor Courts Condo Association | 23HP0282 Wood Fences | 26,050.00 |
| Arbor Courts Condo Association | 24HP0688 Pool House | 4,680.00 |
| Arcacha, Mario | 20HP0617 - Ext Ptg | 2,585.00 |
| Arden, Linda | 24HP0430 Exterior Painting | 1,285.00 |
| Arias, Alex | 23HP0193 Exterior Painting | 6,685.00 |
| Arias, Maria* | 23HP0819 Exterior Painting | 1,800.00 |
| Aritzia @ Boca Town Center | 24HP0674 Stucco Patching | 2,885.00 |
| Armstrong, Michele | 20HP0646 Ext TU | 1,085.00 |
| Aronberg | 21HP0266 - Ext. Ptg. | 6,485.00 |
| Aronsohn, Andrea | 22HP0015 Exterior Painting | 11,500.00 |
| Arrazola, Bill | 20HP2029 - Ext Ptg | 5,300.00 |
| Art Deco 1924 Inc. | 22HP0808 Exterior Painting | 3,285.00 |
| Asch, Arthur | 19HP0634 ext ptg | 6,500.00 |
| Ascot at the Polo Club HOA, Inc. | 20HP0404 - PC | 9,000.00 |
| Ascot at the Polo Club HOA, Inc. | 21HP2019 Remedial Cleaning | 6,000.00 |
| Ascowitz, Les | 20HP0498 - Int Ptg | 5,800.00 |
| Ashbourne at the Polo Club | 21HP0716 - Handrail ptg. | 4,250.00 |
| Ashbourne at the Polo Club | 21HP1436-Cleaning Tile Roofs | 17,500.00 |
| Assaf, Nadine | 21HP0602 - Window caulking | 1,485.00 |
| Assaf, Nadine | 21HP1172-Exterior Painting | 5,885.00 |
| Assayag, Lisa | 23HP0804 Exterior& Interior Painting | 5,260.00 |
| Atlantis Sherbrooke | 19HP0876 ext ptg | 66,000.00 |
| Atria, Kathy | 22HP0142 Exterior Painting | 4,870.00 |
| Atrium @ Aventura | 19HP0994 water test / repairs | 1,200.00 |
| Atrium @ Aventura | 20HP0891 - Stucco Repair | 3,000.00 |
| Atrium @ Aventura | 20HP0995 - Unit 1-1210 stucco repair | 2,200.00 |
| Atrium @ Aventura | 21HP0044 - Stucco repair | 3,700.00 |
| Atrium @ Aventura | 21HP0265 - Stucco Repair | 2,400.00 |
| Atrium @ Aventura | 21HP0312 - Unit 1-1211 Cupula Reapair | 6,200.00 |
| Atrium @ Aventura | 21HP1190-Terraces Waterproofing | 70,960.19 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Atrium @ Aventura | 22HP0053 Unit 1-1213 Waterproofing | 47,540.00 |
| Atrium @ Aventura | 22HP0054 UNit 1-1202 Stucco Repair | 5,900.00 |
| Atrium @ Aventura | 22HP0088 Unit 1-1209 Terraces Waterproofi | 40,900.00 |
| Audette, Donald | 21HP1622-Exterior Painting | 2,975.00 |
| Audette, Donald | 22HP0954 Exterior Painting | 1,870.00 |
| Augustus | 20HP1390 - Ext. Ptg. | 4,875.00 |
| Axiom Normandy Holdings, LLC | 20HP0314 - Ext Ptg | 15,000.00 |
| AZ Builds | 22HP0218 Exterior Painting | 16,309.00 |
| Azura Homewowners Association | 19HP0439 - Staining of perimeter wall | 4,139.00 |
| Azura Homewowners Association | 19HP0894 - PC | 1,056.00 |
| Azura Homewowners Association | 19HP1391 Front entry pavers | 9,742.00 |
| Azura Homewowners Association | 20HP0173 - PC | 3,280.00 |
| Azura Homewowners Association | 20HP1508 - Misc Painting | 45,000.00 |
| Azura Homewowners Association | 22HP0801 Exterior painting | 1,885.00 |
| Azura Homewowners Association | 22HP1378 Interior Painting | 42,285.00 |
| Azura Homewowners Association | 22HP1383 Interior RePainting | 1,885.00 |
| Azura Homewowners Association | 23HP0043 Drywall Repair | 3,300.00 |
| Azura Homewowners Association | 23HP0044 Interior Painting | 14,000.00 |
| Azura Homewowners Association | 23HP0098 Drywall Repairs | 15,000.00 |
| Azura Homewowners Association | 24HP0190 Mailboxes | 24,872.00 |
| Azura Homewowners Association | 24HP0377 Exterior Painting | 15,000.00 |
| Azzollini, Bob | 21HP1127-Interior Painting | 3,485.00 |
| Bacon, Sandord | 21HP0591 - Ext Ptg | 2,000.00 |
| Bailey, Julia | 20HP0442 - Ext Ptg | 2,330.00 |
| Baillio, Ashley | 21HP0846 Exterior Painting | 3,875.00 |
| Baillio, Ashley | 22HP0604 Exterior painting | 3,185.00 |
| Bailyn, Richard | 21HP1109-Exterior Painting | 3,320.00 |
| Bailyn, Richard | 22HP0905 Exterior Touch Ups | 1,100.00 |
| Baker, Shawn. | 21HP0473 - Exterior Ptg | 2,200.00 |
| Bakowski, Robert | 21HP1407-Exterior Painting | 54,370.00 |
| Bakowski, Robert | 21HP1763 Concrete Repair & Painting | 21,770.00 |
| Balanoff, William | 24HP0773 Exterior Painting | 8,030.00 |
| Balbach, George | 21HP1059-Exterior Painting | 2,250.00 |
| Baldet, Tanasi | 21HP1786 Sign Up La Vida HOA PC | 3,105.00 |
| Balmuth, Marc | 22HP0212 Interior Painting | 3,575.00 |
| Balser, Mr. and Mrs. | 23HP0716 Exterior Painting | 2,980.00 |
| Baltimore, Lynn | 21HP0254 - Ext. Ptg. | 5,135.00 |
| Banner, Nancy | 19HP0336 Ext Ptg | 3,800.00 |
| Bansal, Deepika | 21HP1518 Interior Painting | 4,570.00 |
| Banyans at Broken Sound | 20HP0958 - Perimeter wall | 3,695.00 |
| Banyans at Broken Sound | 21HP1934-Materials | 5,000.00 |
| Baptista, Jennifer | 22HP0953 Popcorn Ceiling Removal | 4,485.00 |
| Barau, Josee | 21HP0393 - Exterior Painting | 10,470.00 |
| Barchuk, Terri | 19HP0028 Railings | 1,077.00 |
| Barclay at Wycliffe Country Club | 22HP1491 Mailboxes | 6,032.00 |
| Bard, Dorothy | 21HP0375-Window, frames, sliders & drivew | 1,547.00 |
| Bard, Mike | 21HP1863 Exterior Painting | 6,300.00 |
| Bard, Perry | 21HP1386-SIgn up-Ocean Grande Place Ext p | 4,247.75 |
| Bari Millwork Supply | 21HP1641 Exterior Painting | 3,500.00 |
| Barker, Jennifer | 22HP0982 Exterior Painting | 5,785.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Barlett, Darryl | 24HP0702 Misc Painting | 1,085.00 |
| Baron, Peter | 23HP0132 Interior Painting | 4,065.00 |
| Baron, Scott | 20HP1849 - Ext. Ptg. | 3,285.00 |
| Barratt, Linda | 23HP0555 Exterior Painting | 2,895.00 |
| Barrelle, Craig | 22HP0827 Exterior Painting | 1,885.00 |
| Barry, Stanley | 20HP0645 - Ext Ptg | 13,485.00 |
| Basu, Rumeli | 21HP1372-Interior painting | 2,400.00 |
| Bathi, Ravi | 19HP0816 ext ptg | 2,685.00 |
| Bauman, Annette | 20HP0149 - Ext Ptg | 3,310.00 |
| Bay Creek @ Woodfield CC | 19HP0329 | 2,646.00 |
| Bay Isles @ Broken Sound | 20HP1055 - Top Caps | 2,485.00 |
| Bay Pointe* | 24HP0234 Exterior Painting | 116,535.00 |
| Bayberry Village at Harbour Ridge | 21HP0634- Painting Project | 35,951.62 |
| Bayberry Lakes | 22HP0374 Exterior Painting | 198,100.00 |
| BB&T Center | 19HP1092 - Ptg two elevators | 4,200.00 |
| BB&T Center | 21HP1729 Interior Painting | 7,100.00 |
| Beatty, Brian | 19HP0201 Ext Ptg | 2,535.00 |
| Beck, Dave | 19HP0777 PC | 1,110.00 |
| Beck, Dave | 20HP1280 - 7227 Queens Ferry | 1,235.00 |
| Beck, Dave | 20HP1281 - 6948 Lake Estate Court | 1,222.00 |
| Beck, Dave | 20HP1282 - 17735 Foxbourough Ln | 1,265.00 |
| Beck, Dave | 20HP1284 - 7652 Fenwick Place | 1,265.00 |
| Beck, Dave | 20HP1286 - 17347 St James Court | 1,110.00 |
| Beck, Dave | 20HP1288 - 17265 Northway Circle | 1,265.00 |
| Beck, Dave | 20HP1646 - Fuentes 17986 Foxborough Lane | 1,265.00 |
| Beck, Dave | 20HP1647 - Vogel 17177 Northway Circle | 1,235.00 |
| Beck, Dave | 20HP1800 - 17735 Foxborough Ln | 5,885.00 |
| Beck, Dave | 21HP0773 - Silverman | 15,493.00 |
| Beck, Dave | 21HP1303-Interior Paint Garage | 1,250.00 |
| Beck, Dave | 21HP1558-Chapman Pressure Cleaning | 1,218.00 |
| Beck, Dave | 21HP1559 Tash Pressure Cleaning | 1,801.00 |
| Beck, Dave | 21HP1560 Fuente Pressure Cleaning | 1,600.00 |
| Beck, Dave | 21HP1561 Lemer Pressure Cleaning | 1,162.00 |
| Beck, Dave | 21HP1562 Pelz Pressure Cleaning | 1,600.00 |
| Beck, Dave | 21HP1563 Harris Pressure Cleaning | 1,387.00 |
| Beck, Dave | 21HP1564 Ruff Pressure Cleaning | 1,052.00 |
| Beck, Dave | 21HP1565 Kent Pressure Cleaning | 1,665.00 |
| Beck, Dave | 21HP1765 Shaw, Jared Roof Cleaning | 1,496.00 |
| Beck, Dave | 21HP1766 Sobo,, Michael Roof Cleaning | 1,527.00 |
| Beck, David | 21HP0798 - Silverman's Res. - Ext Ptg | 9,420.00 |
| Beck, David | 21HP1210 - Silverman - Garage | 1,685.00 |
| Beck, Helen | 22HP0069 Exterior Painting | 8,875.00 |
| Beck, Helen | 22HP0159 Window Frames | 1,885.00 |
| Beck, Helen | 22HP0283 Concrete Repair | 3,100.00 |
| Bedford Park @ Tradition HOA | 19HP0279 Ext ptg | 3,185.00 |
| Bedford Park @ Tradition HOA | 21HP0882 - Addendum #1 | 185,786.55 |
| Bedingfield | 21HP1815 Sign Up Bristol Point PC | 1,335.00 |
| Bejai-Parke, Seeta | 21HP1867 Exterior Painting | 2,254.00 |
| Bel Mar Condominium Assoc. | 24HP0432 Exterior Painting | 37,890.59 |
| Belfort at Kings Point | 19HP1090 ext ptg | 12,675.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Belfort Condominium B | 21HP0061 - Ext. Ptg. | 27,000.00 |
| Belfort Condominium D | 21HP0350 - Ext. Ptg. | 2,400.00 |
| Belfort Condominium E | 20HP1920 - Ext. Ptg. | 16,800.00 |
| Belfort Condominium F | 20HP1921 - Ext. Ptg. | 21,780.00 |
| Belfort Condominium G | 21HP0063 - Ext. Ptg. | 27,000.00 |
| Belfort Condominium H | 21HP0267 - Ext. Ptg. | 31,200.00 |
| Belfort Condominium J | 21HP0655 - Ext. Ptg. | 31,200.00 |
| Belfort Condominium K | 21HP1068 - Ext. Ptg. | 31,200.00 |
| Belfort Condominium L | 21HP0103 - Ext. Ptg. | 31,200.00 |
| Belfort Condominium M | 21HP0104 - Ext. Ptg. | 23,400.00 |
| Belfort Condominium N | 21HP0621 - Ext. Ptg. | 22,400.00 |
| Belfort Condominium R | 21HP0105 - Ext. Ptg. | 36,000.00 |
| Bella Verde @ Addison Reserve | 21HP1432-Painting Mailboxes | 6,904.00 |
| Bella Verde @ Addison Reserve | 21HP1608 Painting ID Walls & Sign | 3,135.00 |
| Bella Verde @ Addison Reserve | 23HP0746 Pressure Cleaning | 1,744.00 |
| Bella Vista Master | 23HP0363 Exterior painting | 51,150.20 |
| Belous, Jill | 21HP0269 - Ext. Ptg. | 7,217.35 |
| Benita, Antonio | 20HP1041 - Exterior Painting | 2,200.00 |
| Benjamin, Robin | 21HP1142-Exterior Painting | 3,385.00 |
| Benjamin, Robin | 22HP0692 Interior Painting | 2,110.00 |
| Benjamin, Robin | 23HP0084 Interior Painting | 2,285.00 |
| Benson, Rita | 20HP1998 - Ext ptg | 2,085.00 |
| Bent Creek @ Ibis | 19HP0013 Light poles | 1,370.00 |
| Bent Creek POA | 22HP0768 Roof Cleaning | 9,690.00 |
| Bent Creek POA | 23HP0069 Exterior Painting | 122,985.00 |
| Bent Creek POA | 23HP0070 Mailbox and Light Poles | 6,029.00 |
| Berbrick, Adam | 23HP0988 Exterior Painting | 3,185.00 |
| Berelson, George | 20HP1033 - Window sealant replacement | 2,900.00 |
| Berens, George | 22HP0366 Exterior Painting | 2,185.00 |
| Berger Commercial Realty | 20HP0588 - Waterproofing Parapet Walls | 10,240.00 |
| Berger Commercial Realty | 20HP0687 - Int Ofc Space Ptg | 15,933.95 |
| Berger Commercial Realty | 20HP0940 - Seagis CPK 1 LLC | 4,936.00 |
| Berger Commercial Realty | 20HP1613 - Door Waterproofing Repairs | 2,200.00 |
| Berger Commercial Realty | 20HP1877 - Int. Office ptg. | 3,878.00 |
| Berger Realty Group | 20HP0092- Repair and Ptg Wall | 1,850.00 |
| Berger Realty Group | 20HP1048 - Int Office Ptg | 3,987.00 |
| Berger Realty Group | 20HP1049 - Storefront Window Replace | 10,476.00 |
| Berger, Greg | 22HP0517 Staining Wood | 3,700.00 |
| Berger, Melanie | 23HP0224 Roof Coating | 2,885.00 |
| Berk, Lynn | 23HP0103 Driveway Coating | 1,810.00 |
| Berke, Deborah | 19HP0685 Ext Ptg | 2,880.00 |
| Berman, Gail | 22HP0946 Exterior Painting | 12,500.00 |
| Berman, Laurence | 24HP0949 Iron Gate Painting | 1,107.88 |
| Bermuda Village HOA | 23HP0806 Exterior Painting | 167,073.00 |
| Bermuda Village HOA | 23HP0807 Beautification Roofs | 19,829.00 |
| Bermuda Village HOA | 24HP0625 Additional Work | 5,863.35 |
| Bernard, Mark | 21HP0292 - Ext. Ptg. | 2,400.00 |
| Bernstein* | 23HP0436 Bent Creek Pillar Repair | 1,875.00 |
| Bernstein, Lee | 19HP0924 ext ptg & pc | 2,035.00 |
| Bertamini, Michele | 20HP1886 - Ext. Ptg. | 2,685.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Bertucci Residence | 21HP1949 Exterior Painting | 6,985.00 |
| Best Roofing-Mizner Grand | 24HP0655 EFIS Repairs | 14,500.00 |
| Beth Emet School | 22HP0831 Exterior Painting | 7,873.50 |
| Beverly Hills Condo | 23HP0297 Exterior Painting | 62,030.00 |
| Bidlofsky, Robin | 19HP0629 window caulking | 1,905.00 |
| Big Lots | 19HP0416 Big Lots | 1,680.00 |
| Big Span Structures | 21HP1984 Loggerhead Marine Center | 12,816.80 |
| Big Span Structures | 22HP0684 Pompano Amp III | 37,561.75 |
| Big Span Structures | 22HP0688 Amphiteater Metal | 4,511.68 |
| Birch Crest Condos | 19HP0187 Vapor-blast & Paint Canopy Awnin | 4,000.00 |
| Birke, Karen | 21HP0095 - Ext. Ptg. | 3,635.00 |
| Bissell, Gerald | 23HP0050 Tile Removal | 2,985.00 |
| Bitter, Jason & Marsha | 20HP0121 - PC & Ext Ptg | 1,635.00 |
| Blair House | 22HP0193 Back Fascia | 2,300.00 |
| Blanchard Residence | 23HP0156 Exterior Painting | 27,500.00 |
| Block, Ricky | 21HP0323- Window frames &sliders driveway | 1,941.00 |
| Block, Sandra | 20HP0148 - Ext Ptg | 4,725.00 |
| Blount Industrial Center Assn., Inc. | 20HP1968 - Ext Ptg | 2,185.00 |
| Blount Industrial Center Assn., Inc. | 21HP2161 Pressure Cleaning | 1,540.00 |
| Blue Ocean HOA Co-Op | 20HP0532 - Repair, PC & Ptg | 1,960.00 |
| Bluewater Townhome Assn. | 21HP1136-Pressure Cleaning | 7,800.00 |
| Boca Bath & Tennis Club HOA | 19HP0069 Entrance Id & wing walls | 2,550.00 |
| Boca Bath & Tennis Club HOA | 19HP0070 Exterior Tennis & Racquet | 2,850.00 |
| Boca Bath & Tennis Club HOA | 19HP1151 PC | 3,685.00 |
| Boca Del Mar | 19HP1272 Remedial cleaning | 4,285.00 |
| Boca Delray Condo 1 | 20HP1232 - Comml Painting | 4,160.00 |
| Boca Delray Golf and Country Club | 19HP0478 Ext Ptg | 154,676.76 |
| Boca Delray Golf and Country Club | 19HP0478 Ext Ptg | 6,600.00 |
| Boca Dunes Golf & CC | 24HP0292 Clubhouse Painting | 21,500.00 |
| Boca East Estates POA | 19HP0819 Ptg front gate | 1,430.00 |
| Boca East Estates POA | 20HP0960 - Ptg Perimeter wall | 1,580.00 |
| Boca East Estates POA | 20HP1720 - PC | 2,225.00 |
| Boca East Estates POA | 21HP1148-Light Pole/Sign Painting | 5,731.00 |
| Boca East Estates POA | 21HP2160 Perimeter Wall Repair | 1,943.00 |
| Boca East Estates POA | 24HP0310 Pressure Cleaning | 2,375.00 |
| Boca Fontana | 20HP2044 - PC | 4,885.00 |
| Boca Grove Plantation POA., Inc. | 19HP0399 Community PC | 7,950.00 |
| Boca Grove Plantation POA., Inc. | 20HP0981 - Community PC | 7,950.00 |
| Boca Lyons Plaza | 19HP0100 Pressure cleaning | 3,285.00 |
| Boca Lyons Plaza | 21HP1378-Painting Fascia Board | 5,735.00 |
| Boca Mar Cai | 20HP1358 - Comml Ptg | 89,585.50 |
| Boca Park Club House | 21HP0087 Ext. Ptg. | 5,905.00 |
| Boca Pines @ Verde Trail TH Assn., Inc. | 19HP0271 PC & Touch ups | 2,750.00 |
| Boca Pines @ Verde Trail TH Assn., Inc. | 22HP0465 Exterior Painting | 83,135.00 |
| Boca Point Community | 21HP1408-Perimeter Walls Painting | 8,382.50 |
| Boca Raton Harbor | 20HP1945 - Pool deck | 4,895.00 |
| Boca Raton Harbour Condo | 19HP1184 PC 3 bldg roofs 2730,2700,2760 | 3,695.00 |
| Boca Raton Harbour Condo | 20HP1865 - carports | 13,120.00 |
| Boca Raton Resort | 21HP1547-Interior Painting | 150,850.00 |
| Boca Raton Resort | 22HP0721 Tennis Courts | 98,887.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Boca Raton Resort | 22HP1075 Bungalows Interior painting | 16,575.00 |
| Boca Reserve HOA | 20HP0317 - Ext Ptg | 2,880.00 |
| Boca Rio Heights | 22HP1303 Perimeter Wall | 1,685.00 |
| Boca Systems | 21HP1234-Exterior Painting | 41,885.00 |
| Boca Teeca Condo 8 | 20HP0299 - Ext Ptg | 4,660.00 |
| Boca Terrace Condominium | 20HP0298 - PC | 5,685.00 |
| Boca Terrace Condominium | 20HP0791 - Ext Ptg | 5,425.00 |
| Bocar Condominium Association | 20HP1057 - Risers/Steps 14 bldgs | 13,000.00 |
| Bohan, Ian | 24HP0761 Interior Painting | 12,370.00 |
| Boivin | 21HP0059 - Ext. Ptg. | 1,885.00 |
| Boles, Debbie | 22HP0528 Exterior Painting | 3,560.00 |
| Bonterra HOA | 21HP1771 Exterior Painting | 7,200.00 |
| Bonterra North HOA | 21HP1599-Exterior Painting | 1,885.00 |
| Bonvouloir, Luanne | 21HP1198 - Ext Ptg | 4,430.00 |
| Booby Trap | 19HP0139 Interior painting phase I | 14,066.44 |
| Borsella, Andrea | 21HP0626- Exterior Painting | 2,885.00 |
| Bortnick, Chuck | 22HP0723 Sign Up VIlla D'Este Ext Paint | 2,456.00 |
| Bo's Beach House | 19HP1030 Refridge extr ptg (4 units) | 2,000.00 |
| Bo's Beach House | 21HP0426 - Exterior Painting | 1,585.00 |
| Bo's Beach House | 21HP1667 Interior Painting | 3,885.00 |
| Bo's Beach House | 21HP2030-Interior Painting | 3,000.00 |
| Botanica H.O.A. | 20HP1237 - repair monument wall | 3,500.00 |
| Botanica H.O.A. | 21HP0883 - Exterior Painting | 79,440.00 |
| Boulevard Professional Center | 19HP1533 Ext Ptg | 24,000.00 |
| Boyton lake North HOA | 22HP0347 Commercial Painting Project | 6,215.00 |
| Bradley, John | 21HP0310 - Exterior Painting | 4,255.00 |
| Branch, Eric | 20HP0408 - Ext Ptg | 3,295.00 |
| Branch, Gloria | 24HP0311 Exterior Painting | 3,525.00 |
| Brandfon, Alan | 20HP0390 - Ext Ptg | 3,085.00 |
| Brautigan, Bernard | 23HP0453 Exterior Painting | 6,500.00 |
| BRE South Seas Resort Owner, LLC | 20HP1914 - Ext. Ptg. | 179,294.85 |
| Breakers Pointe HOA* | 23HP1187 Exterior painting | 171,095.00 |
| Brenner, Bruce | 24HP0818 Sign Up Villa Monteverde Soffits | 1,008.00 |
| Brentwood HOA | 23HP0634 Exterior Painting | 63,045.00 |
| Brentwood HOA | 24HP0835 Exterior Painting | 70,950.00 |
| Brentwood Master Assn., Inc. | 22HP0034 Exterior Painting | 14,077.50 |
| Brentwood Master Assn., Inc. | 22HP0557 Exterior Painting | 50,638.00 |
| Brentwood Master Assn., Inc. | 22HP1493 Inside Pool Area | 2,350.00 |
| Brentwood Master Assn., Inc. | 9413-19 2019 Ext Ptg | 50,834.00 |
| Brentwood Master Assn., Inc. | 9413-20 2020 Ext. Ptg. | 51,184.00 |
| Brentwood of Boca HOA | 19HP0082 Paint light poles | 2,490.00 |
| Breslow, Michael | 19HP1309 Ext Ptg | 10,450.00 |
| Breslow, Ralph | 23HP0129 Roof Coating | 2,475.00 |
| Brewer, Chris | 21HP1733 Exterior Painting | 7,885.00 |
| Brewer, Chris | 23HP1034 Interior Painting | 5,508.00 |
| Brickman, Dianne | 23HP0604 Exterior Painting | 4,750.00 |
| Bridgegate @ Jonathan's Landings HOA, Inc | 22HP0228 Exterior Painting | 5,440.00 |
| Bridgegate @ Jonathan's Landings HOA, Inc | 23HP0141 Light Poles | 1,890.00 |
| Bridgegate @ Jonathan's Landings HOA, Inc | 23HP0222 Light Poles | 1,155.00 |
| Bristol Pointe | 19HP0354 - PC of Clubhouse Roof | 1,185.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Bristol Pointe | 20HP0905 - Guard house/ID wall | 4,560.00 |
| Bristol Pointe | 21HP1121-Exterior Painting | 124,849.00 |
| Bristol Pointe | 21HP1899 - Replaster Clubhose | 3,640.00 |
| Bristol Pointe | 22HP0191 Traffic Signs&Light Poles | 5,585.00 |
| Brittany C-Kings Point @Delray Beach | 21HP0504 - Painting Project | 30,800.00 |
| Brittany C-Kings Point @Delray Beach | 21HP0525 - 1&2 Floor coating | 16,000.00 |
| Broadhead, Jeff | 22HP0664 Exterior Painting | 5,500.00 |
| Broken Sound Master | 22HP0108 Clock Tower | 12,850.00 |
| Broken Sound Master | 22HP0109 Main Gate House | 10,500.00 |
| Broken Sound Master | 22HP0565 Perimeter Wall | 155,800.00 |
| Broken Sound Master | 23HP0039 Clock Tower | 1,800.00 |
| Broken Sound Master | 23HP0571 Interior Painting | 2,850.00 |
| Broken Sound Master | 23HP0572 Exterior Painting | 2,585.00 |
| Broken Sound Master | 23HP0735 Concrete Stain | 1,879.00 |
| Brooke, Richard | 19HP0077 - Exterior painting | 4,000.00 |
| Brookfield Estates @ Addison Reserve | 20HP0583 - Ptg ID Walls | 1,295.00 |
| Brookfield Estates @ Addison Reserve | 20HP1730 - 5-year roof maintenance | 21,670.00 |
| Brookfield Estates @ Addison Reserve | 21HP1831 Pressure Cleaning | 1,140.00 |
| Brookfield Estates @ Addison Reserve | 21HP2087 Mailbox Painting | 4,488.00 |
| Brookfield Estates @ Addison Reserve | 22HP1057 Pressure Cleaning | 1,150.00 |
| Brookfield Estates @ Addison Reserve | 23HP0839 Pressure Cleaning | 1,615.00 |
| Brookfield Shopping Center | 20HP0946 - Ptg Rear Wall | 1,685.00 |
| Brookside at Indian Springs, HOA | 20HP0654 - Misc Ptg | 1,475.00 |
| Brookside at Indian Springs, HOA | 20HP2108 - 2021 Beautification | 15,787.50 |
| Brookside at Indian Springs, HOA | 22HP0074 Pool Deck | 1,385.00 |
| Brookside at Indian Springs, HOA | 22HP0135 Beautification 2022 | 13,687.50 |
| Brookside at Indian Springs, HOA | 23HP0014 Beautification 2023 | 13,125.00 |
| Brookside Plaza | 21HP0507 - Stucco & Corner Bead Repairs | 3,828.50 |
| Brookside Shopping Center | 23HP1206 Stucco Repairs | 2,260.00 |
| Brookside Shopping Center | 24HP0363 Stucco Repairs | 5,340.00 |
| Brookside Shopping Center | 24HP1087 Corner Bead | 2,420.00 |
| Brookside Shopping Center | 24HP1154 Crack Repairs | 2,450.00 |
| Broward County Housing Authority | 19HP0382 PC Roof Everglades Heights | 4,150.00 |
| Broward County School Board | 1613-18 Coral Park Elementary PC | 8,395.31 |
| Broward County School Board | 19HP0151 Sawgrass Middle School | 1,338.46 |
| Broward County School Board | 19HP1125 PC Margate Elementry Bldg 12 | 1,540.00 |
| Broward County School Board | 19HP1126 PC North Andrews Gardens Element | 1,031.20 |
| Broward County School Board | 19HP1127 PC Coral Glades HS | 1,925.00 |
| Broward County School Board | 20HP0347 - PC | 1,485.00 |
| Broward County School Board | 20HP0348 - PC | 1,118.00 |
| Broward County School Board | 20HP1026 - PC Blanche Ely High | 3,255.00 |
| Broward County School Board | 20HP1027 - PC Heron Heights Elementary | 4,674.72 |
| Broward County School Board | 20HP1028 - PC Margate Elementary | 2,365.00 |
| Broward County School Board | 20HP1029 - PC Tamarac Elementary | 3,297.13 |
| Broward County School Board | 20HP1030 - PC Eagle Ridge Elementry | 4,411.60 |
| Broward County School Board | 20HP1246 - PC West Glades Middle bldg 2 | 3,681.80 |
| Broward County School Board | 20HP1247 - West Glades Middle Bldg 1 PC | 3,681.80 |
| Broward County School Board | 20HP1299 - PC Walter Young Track | 2,121.00 |
| Broward County School Board | 20HP1436 - Vapor blast Lauderdale | 3,823.75 |
| Broward County School Board | 20HP1530 - Oakland Park Elementary | 4,108.05 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Broward County School Board | 20HP1531 - Pompano Beach Institute | 4,383.68 |
| Broward County School Board | 20HP1542 - Lauderdale Manors Elementary | 4,996.54 |
| Broward County School Board | 20HP1590 - Coral Glades HS Bldg 1 | 2,268.52 |
| Broward County School Board | 20HP1591-Coral Glades HS Bldg 3 PC | 3,009.42 |
| Broward County School Board | 20HP1615 - Eagle Point Elem Stairwell | 4,897.00 |
| Broward County School Board | 20HP1840 - Plantation Middle School | 3,920.00 |
| Broward County School Board | 20HP2050 Atlantic West Elementary | 2,035.00 |
| Broward County School Board | 20HP2069 - Eagle Ridge Elem Bldg 4 | 3,410.00 |
| Broward County School Board | 20HP2070 - Eagle Ridge Elem Bldg 1 | 3,580.00 |
| Broward County School Board | 21HP0017 - Eagle Ridge Bldg 3 | 4,405.00 |
| Broward County School Board | 21HP0018 - Eagle Ridge Bldg 2 | 4,955.00 |
| Broward County School Board | 21HP0020 - Atlantic West North | 2,365.00 |
| Broward County School Board | 21HP0354 - North Area | 3,535.00 |
| Broward County School Board | 21HP0360- Flanagan HS-PC Tennis court | 4,501.00 |
| Broward County School Board | 21hp0361 - Flanagan HS-PC BASKETBALL Cour | 4,655.00 |
| Broward County School Board | 21HP0362 -Boyd Anderson HS-PC | 3,452.40 |
| Broward County School Board | 21HP0365 - Piper HS - PC | 4,709.60 |
| Broward County School Board | 21HP0366 - Stoneman Douglas HS- PC Tennis | 3,738.00 |
| Broward County School Board | 21HP0367 - Miramar HS - PC BAKETBALL | 1,415.12 |
| Broward County School Board | 21HP0368 - W Broward HS-PC TENNIS | 3,720.50 |
| Broward County School Board | 21HP0369 - Palmview PC | 3,645.00 |
| Broward County School Board | 21HP0370- Flanagan HS- Bleachers | 4,865.00 |
| Broward County School Board | 21HP0489 - PC Basketball & Tennis Courts | 3,010.00 |
| Broward County School Board | 21HP0636 - Piper HS Visitor | 1,015.00 |
| Broward County School Board | 21HP0689 - Coral Glades HS East | 4,888.00 |
| Broward County School Board | 21HP0690 - Coral Glades HS South | 4,426.00 |
| Broward County School Board | 21HP0691 - Country Hills Bldg 1 | 4,152.50 |
| Broward County School Board | 21HP0692 - Country Hills Bldg 2 | 3,969.50 |
| Broward County School Board | 21HP0693 - Country Hills Bldg 3 | 2,750.00 |
| Broward County School Board | 21HP0694 - Country Hills Bldg 4 | 3,685.00 |
| Broward County School Board | 21HP0695 - Country Hills Bldg 5 | 4,125.00 |
| Broward County School Board | 21HP0696 - Country Hills Bldg 6 | 3,795.00 |
| Broward County School Board | 21HP0745 - Coconut Creek HS | 4,725.00 |
| Broward County School Board | 21HP1038-Pompano Bch HS-Pressure Clean | 4,942.91 |
| Broward County School Board | 21HP1039-Pompano Bch HS-Pressure Clean & | 3,809.50 |
| Broward County School Board | 21HP1040-Broward County School Board-Pomp | 2,299.25 |
| Broward County School Board | 21HP1041-Northeast HS-Prime & Paint Bldg | 1,320.00 |
| Broward County School Board | 21HP1042-Northeast HS-Pressue Clean Sidew | 3,600.00 |
| Broward County School Board | 21HP1043-Northeast HS-Pressue Clean Sidew | 4,481.00 |
| Broward County School Board | 21HP1044-Northeast HS-Pressue Clean Press | 4,826.99 |
| Broward County School Board | 21HP1161-Pompano Beach H.S.-Pressure Clea | 4,928.00 |
| Broward County School Board | 21HP1162-Indian Ridge Middle-Pressure Cle | 2,205.00 |
| Broward County School Board | 21HP1163-Dillard H.S.-Pressure Clean Bld | 4,799.55 |
| Broward County School Board | 21HP1164-Dillard H.S.-Pressure Clean side | 4,179.00 |
| Broward County School Board | 21HP1166-Dillard H.S.-Pressure Clean Ble | 4,919.95 |
| Broward County School Board | 21HP1211 - Dillard HS - Gym | 4,936.90 |
| Broward County School Board | 21HP1213 - Ticket Booth | 3,795.60 |
| Broward County School Board | 21HP1403 - Stranahan HS Int Ptg | 21,921.00 |
| Broward County School Board | 21HP1421 - Atlantic West 6 portables | 4,653.00 |
| Broward County School Board | 21HP1422 - Atlantic West - 7 Portables | 4,484.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Broward County School Board | 21HP1423 - Piper HS Tennis Court | 3,825.00 |
| Broward County School Board | 21HP1424 - Stranaham HS Bldg 20 | 4,223.52 |
| Broward County School Board | 21HP1431-Margate Elem-Pressure Clean | 15,567.00 |
| Broward County School Board | 21HP1443-INterior Paint Pompano Middle | 4,582.50 |
| Broward County School Board | 21HP1481 Gator Run Elm Mural | 3,610.00 |
| Broward County School Board | 21HP1494 Boyd Anderson HS-Pressure Clean | 3,460.00 |
| Broward County School Board | 21HP1502 - Stranahan Gym walls | 11,080.00 |
| Broward County School Board | 21HP1506 - Tequesta Trace | 4,005.00 |
| Broward County School Board | 21HP1519-Stanaham Pressure Clean | 1,811.25 |
| Broward County School Board | 21HP1657 Stoneman Painting Ceiling | 3,282.56 |
| Broward County School Board | 21HP1860 Stanahan HS Interior Classrooms | 19,029.80 |
| Broward County School Board | 21HP1939 Boyd Anderson HS Containers | 2,439.60 |
| Broward County School Board | 21HP2167 Parkway Middle School | 34,993.00 |
| Broward County School Board | 22HP0080 Fairway Elemtary PC | 4,950.00 |
| Broward County School Board | 22HP0239 Taravella Int Gym | 26,785.00 |
| Broward County School Board | 22HP0433 Twin Lakes Annex Building | 15,566.00 |
| Broward County School Board | 22HP0506 Walter C Young Gym Painting | 23,353.30 |
| Broward County School Board | 22HP0507 Blanche Ely Bldg 26 | 48,184.60 |
| Broward County School Board | 22HP0851 Country Hills PC | 4,925.00 |
| Broward County School Board | 22HP0852 Douglas PC | 1,610.00 |
| Broward County School Board | 22HP0867 Bleche Ely PC | 1,475.00 |
| Broward County School Board | 22HP0868 Margate Elem PC | 4,935.00 |
| Broward County School Board | 22HP0880 Margate Elem PC | 4,956.00 |
| Broward County School Board | 22HP1447 Sheridan Tech | 21,950.00 |
| Broward County School Board | 22HP1448 Piper HS Gym | 26,780.00 |
| Broward County School Board | 22HP1449 Coral Park Exterior | 48,374.00 |
| Broward County School Board | 23HP0092 Silver Lakes | 49,250.00 |
| Broward County School Board | 23HP0307 South Plantation Gym | 29,830.00 |
| Broward County School Board | 23HP0308 Coral Springs HS Gym | 32,830.00 |
| Broward County School Board | 23HP0310 Coral Springs Middle Gym | 16,390.00 |
| Broward County School Board | 23HP0636 Sunrise Middle School | 6,463.80 |
| Broward County School Board | 23HP0675 Coral Springs Middle Waterproof | 3,763.00 |
| Broward County School Board | 23HP0678 Collins Elem AC | 3,866.00 |
| Broward County School Board | 23HP0738 Dillard HS Waterproofing | 4,955.00 |
| Broward County School Board | 24HP0012 Parkway Middle Repaint | 12,272.00 |
| Broward County School Board | 24HP0048 Sheridan Park Steel Stucture | 28,500.00 |
| Broward County School Board | 24HP0218 Pompano Beach HS Gym | 38,184.00 |
| Broward County School Board | 24HP0609 Lauderdale Lakes Middle | 47,338.00 |
| Broward County School Board | 24HP0676 Chapel Trail Elem Bus Lane | 26,879.00 |
| Broward County School Board | 24HP0677 Hollywood Hills Gym | 18,156.00 |
| Broward County School Board | 24HP0698 Westchester Elem | 14,784.00 |
| Broward County School Board | 24HP0789 Cross Creek | 32,378.00 |
| Broward County School Board | 24HP0847 Flanigan HS | 4,879.00 |
| Broward County School Board | 24HP0971 Castle Hill Painting | 32,972.00 |
| Broward Sheriff's Office | 20HP1342 - Kitchen Whse | 41,120.00 |
| Broward Sheriff's Office | 21HP1269-Pressure Clean | 6,320.00 |
| Broward Sheriff's Office Dept | 19HP0700 Facility floors | 4,250.00 |
| Brown, Barry | 20HP0945 - ext ptg | 2,685.00 |
| Brown, Kathy | 21HP1156-Exterior Painting | 1,700.00 |
| Browne, Walter | 23HP0320 Exterior Painting | 5,225.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Bruck, Alan | 21HP0001 - PC driveway | 1,885.00 |
| Brugger, Paul | 22HP0682 Exterior painting | 1,685.00 |
| Bruno, Peter | 19HP1306 Ext Ptg | 11,500.00 |
| Bruno, Robin | 21HP0735- Ext Ptg | 1,885.00 |
| Buehl, Rob | 23HP0024 Exterior Painting | 7,635.41 |
| Buehl, Rob* | 23HP0390 Exterior Painting | 2,461.00 |
| Bueller, Alan | 19HP0910 ext ptg | 3,085.00 |
| Bulow Fiduciary Trust | 20HP1451 - Ext Ptg | 11,202.93 |
| Burg, Sheri | 20HP0331 - Ext Ptg | 2,635.00 |
| Burger, Benjamin | 19HP0475 PC & Ext Ptg | 2,575.00 |
| Burgess, John | 19HP0415 Ext Ptg | 2,230.00 |
| Burgundy E | 21HP0593 - Ext Ptg | 27,325.00 |
| Burgundy G | 21HP0279 - Ext. Ptg. | 32,485.00 |
| Burgundy G | 22HP0661 Hallways | 1,200.00 |
| Burgundy H | 19HP1446 PC | 2,600.00 |
| Burgundy H | 21HP0698 - Ext. Ptg. | 49,280.00 |
| Burgundy L | 21HP1192-Exterior Painting | 42,195.00 |
| Burgundy N | 19HP0355 - 1st 2nd Floor Splatter Dek-Tec | 6,000.00 |
| Burgundy N | 19HP0356 - Exterior Painting | 28,000.00 |
| Burgundy O | 21HP0587 - Ext. Ptg. | 46,485.00 |
| Burgundy P | 21HP0424 - Ext Ptg 12 Bld | 27,700.00 |
| Burgundy P | 21HP0425- Floor Coating | 16,850.00 |
| Burgundy Q | 20HP0562 - Painting & Floor Coating | 32,485.00 |
| Burkule, Kalas | 20HP1304 - Ext Ptg | 2,545.00 |
| Burmeister, Kimberly | 23HP0030 Exterior Painting | 3,475.00 |
| Burmeister, Kimberly | 23HP0239 Misc Painting | 1,175.00 |
| Burnett, Rob | 20HP1239 - Int Ptg | 9,063.00 |
| Burnett, Rob | 20HP1240 - Ext Ptg | 5,297.00 |
| Burrow, Andrew | 20HP0309 - Ext Ptg | 3,400.00 |
| Butterworth, Jason | 24HP0412 Exterior Painting | 2,146.50 |
| BV Partners, LTD | 21HP0093 - AT&T Bldg | 3,375.00 |
| BV Partners, LTD | 22HP0400 Waterproofing | 7,140.00 |
| BV Partners, LTD | 23HP0322 Waterproofing | 10,580.00 |
| Byer, Michael | 23HP0584 Exterior Painting | 2,220.00 |
| Byer, Michael | 23HP0697 Interior Painting | 16,515.00 |
| Byrne, Danny | 19HP0385 Int Ptg | 2,960.00 |
| Byrne, Frank. | 20HP2049 - Concrete/stucco | 1,100.00 |
| Bzura, Bruce & Laurie | 20HP0150 - Ext Ptg | 4,900.00 |
| C4 Design & Build Inc (Terry Kay) | 19HP0676 Heinemann - Ext Ptg | 6,300.00 |
| Cafarelli, Chiara | 23HP0051 | 4,982.98 |
| Cambridge at Wycliffe CC | 21HP1306-Painting of Mailboxes | 8,490.00 |
| Cambridge G | 19HP1049 Ext Ptg | 58,925.00 |
| Cambridge Park H.O.A. @ Woodfield CC | 20HP0230 - Repair | 20,628.00 |
| Cambridge Park H.O.A. @ Woodfield CC | 21HP0738 - PC | 1,849.00 |
| Cambridge Park H.O.A. @ Woodfield CC | 21HP1049-Painting Sign Poles | 5,335.00 |
| Cambridge Park H.O.A. @ Woodfield CC | 21HP1961 Paint Monument Sign | 1,895.00 |
| Cambridge Park H.O.A. @ Woodfield CC | 22HP0169 Pressure Clean Curbs | 1,585.00 |
| Cameron Ferguson | 19HP1146 - Ext Ptg | 3,010.00 |
| Canadian Ocean Breeze | 20HP0209 - Ext Ptg | 30,956.00 |
| Cancio, Luis | 22HP0767 Interior Painting | 3,685.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Cann, Tom | 20HP0978 - Ext Ptg | 1,985.00 |
| Cannava, Jessica | 22HP0654 Exterior Painting | 4,000.00 |
| Cannery Row | 21HP1517 Exterior Painting | 76,700.00 |
| Cannery Row | 22HP0860 Shutters | 50,434.00 |
| Cannery Row | 23HP0588 Exterior Painting | 42,280.00 |
| Cannery Row | 24HP0366 Exterior Painting Phase 4 | 26,130.00 |
| Cannery Row | 24HP0367 Exterior Painting Phase 5 | 18,200.00 |
| Cannery Row | 24HP0368 Exterior Painting Phase 3 | 26,130.00 |
| Cantor, Stacey | 24HP0304 Exterior Painting | 3,485.00 |
| Caplan, Ellen & Michael | 19HP1002 ext ptg | 3,515.50 |
| Caponera, Marissa & Rinaldo | 19HP1110 ext ptg | 4,285.00 |
| Capraro, Donna | 21HP1129-Exteior Painting | 4,655.00 |
| Capri @ Mirasol P.O.A. | 21HP0033 - Ptg. ID Walls | 1,785.00 |
| Capri A | 21HP1130-Floor Tuff Top Coatuing | 21,500.00 |
| Capri B - Kings Point | 20HP0179 - Repair and Splatter coat | 1,550.00 |
| Capri B - Kings Point | 20HP1974 - Trim & Doors | 9,750.00 |
| Capri B - Kings Point | 21HP1158-Floor Coating Walks & Stairs | 3,500.00 |
| Capri B - Kings Point | 21HP1328-First Floor Concrete Repair | 4,460.00 |
| Capri I at Kings Point | 20HP1809 - Exterior Ptg. | 20,100.00 |
| Capri I at Kings Point | 20HP1810 - Floors Tuff top | 6,750.00 |
| Capri L | 22HP0460 Hallways & Walk ins | 18,800.00 |
| Captiva A | 20HP1984 - Ext Ptg | 75,537.72 |
| Captiva B | 21HP0649 - Pressure Cleaning | 3,600.00 |
| Captiva Cay | 19HP1526 PC | 1,725.00 |
| Caravel Condo | 21HP1991 Stucco Repair | 1,985.00 |
| Carean, Radu | 21HP0685 - Exterior Ptg | 3,500.00 |
| Careers USA | 19HP1097 - Int Ptg | 2,885.00 |
| Carleton Oaks HOA., Inc. | 24HP0428 Exterior Painting | 249,941.30 |
| Carleton Ranches | 20HP1560 - Perimeter Wall, Fencing Ptg | 4,200.00 |
| Carlsward, Louise | 21HP1079-Exterior Painting | 2,870.00 |
| Carmen, Nick | 24HP0018 Interior Painting | 3,185.00 |
| Carmen, Nick | 24HP0019 Exterior Painting | 3,000.00 |
| Carriage Homes Condo Assn., Inc. | 20HP0582 - PC | 17,360.00 |
| Carriage Point HOA., Inc. | 19HP1315 Ptg Perimeter wall | 9,220.00 |
| Carroll, Kevin | 21HP1623 Exterior Painting | 9,275.00 |
| Carvalho, Allison | 21HP2170 Exterior Painting | 3,100.00 |
| Casa Bella HOA | 21HP2154 Pressure Cleaning | 10,837.00 |
| Casa Bella HOA | 22HP0530 Exterior painting Clubhouse | 9,665.00 |
| Casa Bella POA, Inc. | 19HP0364 PC & Ext Ptg | 3,265.00 |
| Casa Bella POA, Inc. | 20HP1336 - PC | 9,522.00 |
| Casa Bella POA, Inc. | 21HP0057 - Int. Ptg. Guardhouse | 1,585.00 |
| Casa Del Mar, HOA | 21HP0894 - Pressure Cleaning | 3,340.00 |
| Casa Del Mar, HOA | 23HP0380 Pressure Cleaning | 9,260.00 |
| Casa Del Sol of Broward County | 21HP1920 Exterior Painting | 29,245.00 |
| Casa Grande POA @ Addison Reserve | 19HP0546 Beautification 2020-2028 | 11,050.00 |
| Casa Grande POA @ Addison Reserve | 19HP1252 Fountain ID wall / Four Columns | 1,675.00 |
| Casa Grande POA @ Addison Reserve | 21HP0764 - ID Wall-Four Columns | 1,985.00 |
| Casa Grande POA @ Addison Reserve | 22HP0967 Pressure Cleaning | 1,285.00 |
| Casa Grande POA @ Addison Reserve | 23HP0483 Beautification | 131,020.00 |
| Casa Grande POA @ Addison Reserve | 23HP0501 Color Changes | 12,000.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Casa Grande POA @ Addison Reserve | 23HP0770 Mailboxes | 10,040.00 |
| Casa Nueva Condominium | 19HP0580 Fence coating | 1,685.00 |
| Casa Sul Lago | 19HP0368 PC | 4,080.00 |
| Cascada Homeowners | 21HP1778 Remedial Cleaning | 14,060.00 |
| Cascades POA | 23HP0137 Light Pole Painting | 20,470.00 |
| Casella, Bundy | 21HP0332 - Exterior Painting | 3,385.00 |
| Casey, Phyllis | 22HP0899 Driveway Coating | 1,285.00 |
| Cash, Dori | 19HP1266 ext ptg | 2,185.00 |
| Castlewood Town Villas Condos | 23HP0498 Exterior Painting | 70,512.00 |
| Castro, Barbie | 22HP0674 Interior Painting | 29,070.00 |
| Casuarina Condo Assoc | 24HP0759 Window Glazing | 2,835.00 |
| Casuarina Condo Assoc | 24HP1064 Window Glazing | 2,835.00 |
| Catalina at the Polo Club | 21HP1492 Painting Fascia | 20,150.00 |
| Caton, Jeff | 22HP0369 Interior Painting | 2,885.00 |
| Caulfield, Robert | 19HP1136 - Ext Ptg | 2,820.00 |
| Cavalie, Nancy | 21HP0909 Exterior Painting | 1,985.00 |
| CDR Federal LLC | 21HP1526 Interior Painting | 3,470.00 |
| CDR Federal LLC | 21HP1864 Interior Painting | 3,835.00 |
| CDR Federal LLC | 21HP1975 Interior Painting | 6,285.00 |
| CDR Federal LLC | 21HP2158 Interior Painting Suuiter 635 N | 2,285.00 |
| CDR Federal LLC | 22HP0464 Interior Painting 620 N | 2,685.00 |
| CDR Federal LLC | 22HP0720 Interior Painting | 2,185.00 |
| CDR Federal LLC | CDR Realty 22HP0378 Interior Painting | 2,385.00 |
| Cedola, Fern | 20HP0649 - Ext Ptg | 2,506.15 |
| Celebration Point | 21HP1295-Exterior Paint 4 bldgs | 106,024.00 |
| Center Port Warehouse Condominiums Inc | 20HP1559 - Whse Ptg | 23,741.50 |
| Central Hills Maintenance Assoc | 21HP1459 Painting of Light Poles | 26,145.00 |
| Central Hills Maintenance Assoc | 22HP0174 Painting Mailboxes | 55,800.00 |
| Central Park | 20HP1031 - Front/Garage Doors | 36,425.00 |
| Central Park | 20HP1987 - PC | 9,480.00 |
| Century Village @ Pembroke Pines | 19HP0366 Community Center - Caulking | 81,478.00 |
| Century Village @ Pembroke Pines | 19HP0379 ID Wall | 6,400.00 |
| Century Village @ Pembroke Pines | 19HP0388 - Ext Ptg - Pool house | 1,535.00 |
| Century Village @ Pembroke Pines | 19HP0949 window caulking | 1,745.00 |
| Century Village @ Pembroke Pines | 19HP1045 Ext Ptg Pool #1 | 1,535.00 |
| Century Village @ Pembroke Pines | 19HP1046 Ext Ptg pool #2 | 1,535.00 |
| Century Village @ Pembroke Pines | 20HP1580 - Slide door caulking | 4,875.00 |
| Century Village @ Pembroke Pines | 20HP1816 - Int. Ptg. | 5,500.00 |
| Century Village @ Pembroke Pines | 23HP0381 Pool House 12 Exterior Painting | 1,485.00 |
| Century Village Boca Raton | 19HP0874 Guardhouse roofs | 1,400.00 |
| Century Village Boca Raton | 23HP1157 Suffolk Bldg A-G | 8,435.00 |
| Century Village Deerfield | 21HP0557 - Oakridge U -Pressure Cleaning | 3,200.00 |
| Century Village Deerfield | 21HP0558 - Oakridge F -Pressure Cleaning | 3,200.00 |
| Century Village Deerfield | 21HP0559 - Islewood D-Pressure Cleaning | 3,200.00 |
| Century Village Deerfield | 21HP0561- Cambridge E -Pressure Cleaning | 3,200.00 |
| Century Village Deerfield | 21HP0562-Ventnor O - Pressure Cleaning | 3,200.00 |
| Century Village Deerfield | 221HP0560- Grantham A- Pressure Cleaning | 3,200.00 |
| Century Village Fenshaw | 22HP0743 Exterior Painting | 320,000.00 |
| Century Village Hythe Bldgs | 23HP0707 Floor Coating | 60,000.00 |
| Century Village West Palm Beach | 20HP1089 - PC roof | 2,500.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Century Village-Deerfield | 22HP0421 Clubhouse | 269,450.00 |
| Century Village-Deerfield | 22HP0472 Roof Cleaning | 7,500.00 |
| Cevallos, Eduardo | 22HP0272 Exterior Painting | 2,385.00 |
| CH2M Hill Engineers Inc | 20HP0732 - City of North Miami Beach Pipe | 23,525.00 |
| Chaban, Gloria | 21HP0390- Exterior Painting | 12,085.00 |
| Chafong, Christine | 21HP1240-Exterior Painting | 3,200.00 |
| Chanel 4 CBS News | 21HP0836 - Professional Cleaning | 2,400.00 |
| Chanteclair Villas Masters | 19HP0923 ext ptg | 2,645.00 |
| Chaparro, Ray | 20HP0783 - Ext Ptg | 2,310.00 |
| Chapel Trail Associates, LLC | 19HP1429 - Int Ptg | 3,975.00 |
| Chardonnay HOA, Inc. | 20HP2084 - Ext ptg | 168,250.00 |
| Charleston Place | 19HP1175 Ext Ptg | 2,723.00 |
| Charter Cay Condo Assn. | 22HP1276 Exterior Painting | 58,225.00 |
| Charter Cay Condo Assn. | 23HP1204 Waterproofing | 1,490.00 |
| Charter Cay Condo Assn. | 23HP1205 Pressure Cleaning | 1,280.00 |
| Chase Bank | 20HP1883 - Ext. Ptg. | 6,650.00 |
| Chase Bank | 23HP0732 Window Caulking | 2,645.00 |
| Chateau Woods | 20HP1293 - Fence and Stucco | 3,650.00 |
| Chateau Woods | 21HP0861 - Fence Painting | 2,485.00 |
| Chateaulaine Homeowners Association | 21HP0597 - Exterior Painting | 3,270.00 |
| Chatham Towne | 19HP1035 Ext Ptg 132 units | 17,500.00 |
| Chaudhary, Jessica | 21HP0382 - Window Frames & Sliders | 1,274.00 |
| Chazanoff, Jay | 21HP0311 - Exterior Painting | 5,110.00 |
| Chazanoff, Jay | 22HP0548 Interior Painting | 14,850.00 |
| Chelsea II | 22HP0308 Sidewalk | 2,000.00 |
| Cherry, Linda | 21HP0761- Wood Deck Stain | 4,135.00 |
| Chervony, Anne | 21HP0600 - Ext. Ptg, | 2,970.00 |
| Chillag, George | 20HP0207 - Ext Ptg | 1,800.00 |
| Chris Brewer* | 23HP0924 Interior Painting | 5,885.00 |
| Christ Fellowship Church | 19HP1335 Hooks Contr. ptg probono | 54,755.35 |
| Christie, Joyce | 21HP2077 Exterior Painting | 2,885.00 |
| Cicurel, Steve | 23HP0884 Interior Painting | 8,000.00 |
| Cinderella Prop. | 19HP0811 Ptg 1712 Costa del Sol | 1,500.00 |
| Cinderella Prop. | 20HP1905 - Ptg | 9,436.17 |
| Cinderella Prop. | 24HP0871 Exterior Painting | 69,392.00 |
| Cirisano, Dominic | 20HP1289 - Ext ptg | 4,775.00 |
| City of Boca Raton | 20HP1231 - Multiple projects | 52,979.75 |
| City of Boca Raton | 20HP1980 - Huges Park Pavilion | 5,180.25 |
| City of Boca Raton | 21HP0732 - Monument Signs | 4,800.00 |
| City of Boca Raton | 21HP0743 - Patch Reef Park | 7,490.00 |
| City of Boca Raton | 21HP2037 PC Nov 2021 | 8,438.70 |
| City of Boca Raton | 22HP0018 PC December 1-18 | 2,932.00 |
| City of Boca Raton | 22HP0019 Bus Depot 2022 | 88,881.12 |
| City of Boca Raton | 22HP0907 Mizner Amp Pressure Cleaning | 1,359.90 |
| City of Boca Raton | 22HP0910 City Hall Pressure Cleaning | 10,373.23 |
| City of Boca Raton | 22HP0983 Community Center PC | 1,605.14 |
| City of Boca Raton | 22HP0984 Bace Building PC | 6,101.38 |
| City of Boca Raton | 22HP0985 Sunborn Square PC | 4,495.19 |
| City of Boca Raton | 22HP1175 Patch Reef Tennis PC | 11,392.42 |
| City of Boca Raton | 22HP1176 Spanish River Library PC | 12,719.57 |
| City of Boca Raton | 22HP1177 Downtown Library PC | 10,416.53 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| City of Boca Raton | 23HP0033 Bus Depot | 91,786.01 |
| City of Boca Raton | 23HP0183 Spill Clean Up | 7,840.00 |
| City of Boca Raton | 23HP0355 Police Dept Floors | 1,225.00 |
| City of Boca Raton | 23HP0523 Interior Painting Police Dept | 5,422.00 |
| City of Boca Raton | 23HP0527 Sanborn Square | 4,495.19 |
| City of Boca Raton | 23HP0530 City Hall Floors | 1,498.20 |
| City of Boca Raton | 23HP0532 Community Center | 1,605.14 |
| City of Boca Raton | 23HP0533 Spanish River Library | 2,544.57 |
| City of Boca Raton | 23HP0534 Downtown Library Floors | 1,151.53 |
| City of Boca Raton | 23HP0537 South Beach Pavillion | 1,401.08 |
| City of Boca Raton | 23HP0538 Countess De Hoernle Pk | 6,147.36 |
| City of Boca Raton | 23HP0845 Cemetery Painting | 1,263.00 |
| City of Boca Raton | 23HP0847 South Beach Park Wall | 2,457.00 |
| City of Boca Raton | 24HP0069 Mizner Pavers | 2,095.00 |
| City of Boca Raton | 24HP0388 Depot Repair | 6,995.27 |
| City of Boca Raton | 24HP0443 Seal Pavers | 2,206.00 |
| City of Boca Raton | 24HP0532 Hughes Park PC | 1,058.10 |
| City of Boca Raton | 24HP1013 Meadows Park Restrooms | 3,096.00 |
| City of Boca Raton | 24HP1016 City of Boca Football Press Box | 2,535.00 |
| City of Boca Raton | 24HP1022 Mausoleum Ceiling | 1,109.00 |
| City of Boca Raton | 24HP1023 Cemetery Pressure Cleaning | 2,458.00 |
| City Of Boca Raton(Palmetto) | 22HP0848-Mizner Pk PC | 4,575.00 |
| City of Boynton Beach | 24HP0791 PC and Exterior Painting | 1,671.00 |
| City of Boynton Beach | 24HP0929 519 E Ocean Painting | 2,970.00 |
| City of Deerfield Beach* | 23HP0658 McKeithen Park Pavillion | 3,019.20 |
| City of Deerfield Beach* | 23HP0741 MOT Center Offices | 3,426.00 |
| City of Deerfield Beach* | 23HP0742 McKeithen Pavillion | 4,312.00 |
| City of Delray Beach | 20HP1362 - LGT Springs | 1,090.54 |
| City of Delray Beach | 21HP2144-Miller Park Exterior Painting | 17,253.75 |
| City of Delray Beach | 22HP0199 Exterior Painting | 4,840.00 |
| City of Delray Beach | 22HP1166 Water Plant Exterior Paint | 4,320.00 |
| City of Delray Beach | 22HP1171 Water Plant Clarifiers | 4,976.00 |
| City of Delray Beach | 22HP1174 Screen Decks Exterior Paint | 2,205.00 |
| City of Delray Beach | 22HP1403 Clarifier 2 | 4,976.00 |
| City of Delray Beach | 23HP0632 Exterior Painting | 83,694.00 |
| City of Delray Beach | 23HP0633 WTP Floor Removal | 7,400.00 |
| City of Delray Beach | 24HP0289 Exterior Painting | 90,420.00 |
| City of Delray Beach | 24HP0293 Bldg C | 6,846.00 |
| City of Delray Beach | 24HP0334 LS 34 Structure | 14,900.00 |
| City of Delray Beach | 24HP0436 Lift Station #50 | 4,850.00 |
| City of Delray Beach | 24HP0580 Lift Station 4 | 4,864.90 |
| City of Delray Beach | 24HP0832 Concrete Pipe Vault | 3,310.00 |
| City of Greenacres | 1653-18 Community Center Int. Ptg. | 9,750.00 |
| City of Greenacres | 1654-18 WIC building | 10,012.00 |
| City of Greenacres | 1655-18 Public Works Warehouse | 12,810.00 |
| City of Greenacres | 19HP0008 Fire Station #94 | 1,785.60 |
| City of Greenacres | 19HP0175 Community Center Gym Int Ptg | 11,466.00 |
| City of Greenacres | 19HP0728 - PC Community parks | 8,129.59 |
| City of Greenacres | 19HP1273 PC Parks 2019 | 14,971.60 |
| City of Greenacres | 20HP0303 Fire Station # 2 - Ext Ptg | 8,923.44 |
| City of Greenacres | 20HP0610 - Community Park | 7,479.60 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| City of Greenacres | 20HP1153 - Cmmty Park Pavillions | 3,934.00 |
| City of Greenacres | 20HP1154 - Cmmty Park Pavillion Railings | 1,518.00 |
| City of Greenacres | 20HP1155- Freedom Park Main Pavilion | 14,658.25 |
| City of Greenacres | 21HP0324 - PC Basketball Post | 2,044.88 |
| City of Greenacres | 21HP0820-Paint Posts | 2,300.00 |
| City of Greenacres | 21HP1114-Pressure Clean& Painting | 7,127.50 |
| City of Greenacres | 21HP1656 Freedom Park Epoxy Roof | 2,700.00 |
| City of Greenacres | 21HP1929 City Hall Exterior Painting | 32,368.00 |
| City of Greenacres | 22HP0583 Freedom Pk-Stands/Roof | 11,369.00 |
| City of Greenacres | 22HP1250 Public Works Roof | 13,482.00 |
| City of Greenacres | 22HP1251 Exterior Metal Building | 13,782.00 |
| City of Greenacres | 22HP1252 Interior Office | 8,504.00 |
| City of Greenacres | 23HP0165 Veterans Park Press Box | 2,564.00 |
| City of Greenacres | 23HP0289 Exterior Painting | 11,893.60 |
| City of Greenacres | 23HP0611 Swain Exterior Painting | 8,142.00 |
| City of Greenacres | 24HP0690 Community Cntr Bldg/Roof | 91,947.00 |
| City of Greenacres | 24HP0762 Comm Center Exterior Painting | 2,880.00 |
| City of Greenacres | 24HP0856 Down Spouts | 2,622.00 |
| City of Highland Beach | 20HP0163 - PC & Ptg | 15,334.00 |
| City of Highland Beach | 20HP0164 - PC & Ptg | 4,375.80 |
| City of Highland Beach | 24HP0081 Police Dept Interior Walls | 3,497.00 |
| City of Highland Beach | 24HP0361 City Hall | 27,889.00 |
| City of Highland Beach | 24HP0362 WTP Floors | 14,270.00 |
| City of Hollywood, FL | 19HP0466 Int Ptg | 36,492.50 |
| City of Hollywood, FL | 20HP0306 - Ext Ptg | 4,923.00 |
| City of Hollywood, FL | 20HP1553 - Bldg A West Wall | 4,900.00 |
| City of Hollywood, FL | 20HP1733 - PO-PFY-2100789 | 4,890.00 |
| City of Hollywood, FL | 21HP0763 - WWTP | 3,000.00 |
| City of Hollywood, FL | 21HP1080-Recoat Steel Pipes | 4,323.00 |
| City of Hollywood, FL | 21HP1387-Admin Bldg Waterproofing | 4,890.00 |
| City of Hollywood, FL | 22HP0737 Op Center Waterproofing | 4,356.00 |
| City of Hollywood, FL | 22HP0797 EFF Pipes | 14,921.00 |
| City of Hollywood, FL | 22HP0878 Admin Bldg Caulking | 4,890.00 |
| City of Hollywood, FL | 22HP1446 WTP Guardhouse | 4,920.00 |
| City of Hollywood, FL | 23HP0094 Admin Office | 7,279.50 |
| City of Hollywood, FL | 23HP0602 Admin Waterproofing | 4,356.00 |
| City of Hollywood, FL | 24HP0627 Doors | 37,850.00 |
| City of Hollywood, FL | 24HP0775 Waterproofing | 4,500.00 |
| City of Homestead | 19HP1006 ptg | 19,100.00 |
| City of Homestead | 19HP1145 ptg city hall | 12,612.00 |
| City of Lauderhill | 20HP1918 - Ptg. Fire Station | 34,886.00 |
| City of Lauderhill | 24HP0357 Art Center Exterior | 56,502.50 |
| City of Lighthouse Point | 19HP0989 Pc & recoat roof | 6,302.00 |
| City of Lighthouse Point | 23HP0659 Municipal Painting Project | 32,285.00 |
| City of Margate (public works) | 19HP0895 int ptg bathrooms | 5,453.91 |
| City of Margate (public works) | 19HP1052 Fireman's park soccer - ext ptg | 2,079.75 |
| City of Margate (public works) | 19HP1163 Ptg light poles | 2,160.00 |
| City of Margate (public works) | 20HP0580 SE Park Pavilion | 5,164.00 |
| City of Margate (public works) | 22HP0298 Calyspo Pool Bathrooms | 4,856.00 |
| City of Margate (public works) | 22HP1021 LW&CK Building | 11,988.00 |
| City of Margate Park & Rec | 22HP1273 Street Lights | 16,400.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| City of Miami Beach - | 20HP0030 - INT OFFICE SPACE PTG | 10,814.70 |
| City of Miami Beach - | 20HP0107-Band Shell Ptg Brk Dwn - PC | 18,000.00 |
| City of Miami Beach - | 20HP0573 - Fairview Park Pavillion Ptg | 31,092.65 |
| City of Miami Beach - | 20HP1056 - Palm Island Wall | 1,252.86 |
| City of Miami Beach - | 20HP1294-1 | 3,400.00 |
| City of Miami Beach - | 20HP1609 - Normandy Pool Teen Center | 2,231.25 |
| City of Miami Beach - | 20HP2030 - Muscle Beach Exercise Equipt | 1,342.80 |
| City of Miami Beach - | 20HP2036 - Lumus Park Thermometer | 1,342.80 |
| City of Miami Beach - | 21HP0402- PTG metal park fence-Fairway | 2,340.00 |
| City of Miami Beach 12th Street | 19HP0129 PC 2nd qrt 2019 | 5,194.93 |
| City of Miami Beach 12th Street | 19HP0413 -12th st Gar 2nd qtr - 2nd trip | 5,194.93 |
| City of Miami Beach 12th Street | 19HP0863 PC 4th qtr | 5,194.93 |
| City of Miami Beach 12th Street | 19HP1297 12th Str 1st qtr 2020 | 5,194.93 |
| City of Miami Beach 12th Street | 20HP0183 - 2nd qrt 2020 | 5,194.93 |
| City of Miami Beach 13 Street Garage | 19HP0128 PC 2nd qrt 2019 | 7,525.25 |
| City of Miami Beach 13 Street Garage | 19HP0412 PC 2nd qrt 2019 2nd trip | 7,625.25 |
| City of Miami Beach 13 Street Garage | 19HP0864 4th qtr | 7,625.25 |
| City of Miami Beach 13 Street Garage | 19HP1296 13th street PC 1st qtr 2020 | 7,625.25 |
| City of Miami Beach 13 Street Garage | 20HP0263 - PC 2nd qrt 2020 | 7,625.25 |
| City of Miami Beach 17 Street Garage | 19HP1295 17th Str 1st qtr 2020 | 43,899.78 |
| City of Miami Beach 42 Street Garage | 19HP0301 PC 2nd Qtr | 14,731.90 |
| City of Miami Beach 42 Street Garage | 19HP1287 42nd st - 1st qtr 2020 | 14,731.90 |
| City of Miami Beach 7th Street Garage | 1362-19 PC 7th ST 2nd qrt 2019 | 29,430.48 |
| City of Miami Beach 7th Street Garage | 19HP0788 PC 7th street garage 4th qtr | 14,715.24 |
| City of Miami Beach 7th Street Garage | 19HP1280 PC 7th Street Garage | 14,715.24 |
| City of Miami Beach 7th Street Garage | 20HP0089 7th ST 2nd qrt 20 | 14,715.24 |
| City of Miami Beach Anchor Garage | 1526-18 Painting storefront | 8,337.50 |
| City of Miami Beach Anchor Garage | 1690-18 PC 1st qrt 2019 | 55,075.59 |
| City of Miami Beach Anchor Garage | 19HP0880 ptg open po 20192317 85,000 | 65,068.40 |
| City of Miami Beach Anchor Garage | 20HP0455 - PC | 4,339.58 |
| City of Miami Beach Bridges | 19HP0022 Sunset Island Bridges 3&4 | 27,456.16 |
| City of Miami Beach City Hall | 19HP1369 - PC City Hall - 1st Qtr 2020 | 17,534.56 |
| City of Miami Beach City Hall | 20HP0184 - PC 2nd qtr 2020 | 17,534.56 |
| City of Miami Beach Convention Center | 20HP0139 Pergola | 1,177.20 |
| City of Miami Beach Convention Center | 20HP0141 - 10th & Ocean Thermometer | 1,342.80 |
| City of Miami Beach Convention Center | 20HP0142 - 10th & Ocean bathroom walls | 2,062.80 |
| CIty oF Miami Beach Finance | 21HP1405-CC Painting Public Bathrooms | 5,599.20 |
| CIty oF Miami Beach Finance | 21HP1655 Sunset & 13 Garages | 14,905.00 |
| CIty oF Miami Beach Finance | 22HP0854 42nd Garage | 14,900.00 |
| CIty oF Miami Beach Finance | 23HP0124 Normandy Shores Pool | 11,245.80 |
| City of Miami Beach Fire Station 2 | 20HP0294 - PC & Ptg | 7,165.10 |
| City of Miami Beach P/C | 19HP0216 Pennsylvania Garg. 2nd Qtr 2019 | 15,049.80 |
| City of Miami Beach P/C | 19HP0217 City Hall 2nd Qtr 2019 | 17,533.56 |
| City of Miami Beach P/C | 19HP0545 PC City Hall 2019 3rd Qtr | 17,533.56 |
| City of Miami Beach P/C | 19HP0787 Pennsylvania Garg. 4th Qtr 2019 | 15,049.80 |
| City of Miami Beach P/C | 21HP1304-Exterior Painting | 6,040.00 |
| City of Miami Beach Parks & Recreation | 1740-18 3rd St Bathroom roofs | 1,383.70 |
| City of Miami Beach Parks & Recreation | 19HP0277 Ptg chain fence | 4,250.10 |
| City of Miami Beach Parks & Recreation | 19HP0390 Indian Beach Ptg | 4,726.00 |
| City of Miami Beach Parks & Recreation | 19HP0395 Ptg Indian beach metal fence | 1,944.00 |
| City of Miami Beach Parks & Recreation | 19HP0532 21st (46) concession & bathroom | 9,141.25 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| City of Miami Beach Parks & Recreation | 19HP0568 Ext Ptg Washington Annex Dog Par | 4,110.00 |
| City of Miami Beach Parks & Recreation | 19HP0613 Flamingo pk - metal fence | 18,813.58 |
| City of Miami Beach Parks & Recreation | 19HP0805 polo park id wall | 3,602.00 |
| City of Miami Beach Parks & Recreation | 19HP0807 Polo Park - Column | 4,669.44 |
| City of Miami Beach Parks & Recreation | 19HP0809 polo park tennis | 12,246.00 |
| City of Miami Beach Parks & Recreation | 19HP0856 Polo park playground ptg fence | 4,471.36 |
| City of Miami Beach Parks & Recreation | 19HP0950 Flamingo park metal fence | 9,848.20 |
| City of Miami Beach Parks & Recreation | 19HP1150 14Th & Ocean - Int Ptg | 9,390.00 |
| City of Miami Beach Parks & Recreation | 19HP1170 Stillwater park - PC & Ptg | 14,484.24 |
| City of Miami Beach Parks & Recreation | 19HP1171 Crespi Park PC & Ext Ptg | 9,909.58 |
| City of Miami Beach Parks & Recreation | 19HP1376 Ptg 6th & Ocean Bathrooms | 6,986.40 |
| City of Miami Beach Parks & Recreation | 19HP1519 Art Deco South | 1,349.45 |
| City of Miami Beach Parks & Recreation | 20HP0140 - 14th & Ocean Restroom | 3,172.00 |
| City of Miami Beach Parks & Recreation | 20HP0147 - 6th & Ocean bathroom walls | 2,097.80 |
| City of Miami Beach Parks & Recreation | 20HP1273 - Ptg Palm Island Pavillion | 2,108.95 |
| City of Miami Beach Parks & Recreation | 20HP2100 - 14th and Ocean Restroom | 2,034.50 |
| City of Miami Beach Parks & Recreation | 20HP2101 - 14th & Ocean - Ladies | 2,034.50 |
| City of Miami Beach Parks & Recreation | 20HP2103 - Ptg. Ladies room | 2,034.50 |
| City of Miami Beach Parks & Recreation | 20HP2104 - Mens Room | 2,034.50 |
| City of Miami Beach Parks & Recreation | 20HP2105 - 10th and Ocean | 1,862.25 |
| City of Miami Beach Parks & Recreation | 21HP0839 - Painting Bathroom&Recue Bldg | 4,257.20 |
| City of Miami Beach Parks & Recreation | 21HP1379 - Playground Equip | 2,812.50 |
| City of Miami Beach Parks & Recreation | 21HP1380 - 14th St bathrooms | 4,369.00 |
| City of Miami Beach Parks & Recreation | 21HP1445-Paint Fence Stomeman Park | 9,331.20 |
| City of Miami Beach Parks & Recreation | 21HP1446-Pressure Clean Flamingo Pool | 6,250.00 |
| City of Miami Beach Parks & Recreation | 21HP1467-North Shore Pk Exterior Paint | 6,200.00 |
| City of Miami Beach Parks & Recreation | 21HP1468-Flamingo Park Playground | 5,875.00 |
| City of Miami Beach Parks & Recreation | 21HP1469 Flamingo Park Metal Fence | 32,000.00 |
| City of Miami Beach Parks & Recreation | 21HP1470 Fisher Park Playground | 3,856.00 |
| City of Miami Beach Parks & Recreation | 21HP1471 La Gore Playground Equipment | 2,812.50 |
| City of Miami Beach Parks & Recreation | 21HP1472 2nd StreetLarge Dog Park Paint F | 5,824.00 |
| City of Miami Beach Parks & Recreation | 21HP1474 10th & Ocean Muscle Pk | 1,342.80 |
| City of Miami Beach Parks & Recreation | 21HP1501 - Small dog park | 5,395.00 |
| City of Miami Beach Parks & Recreation | 21HP1520 Painting Restroom 14 | 1,925.00 |
| City of Miami Beach Parks & Recreation | 21HP1922 Scott Rakow Gym - Walls | 4,885.00 |
| City of Miami Beach Parks & Recreation | 21HP1940-Soundscape Park - Poles | 5,925.00 |
| City of Miami Beach Parks & Recreation | 21HP1947 Flamingo Field Welding | 7,415.00 |
| City of Miami Beach Parks & Recreation | 21HP2044 Normandy Shores Golf | 14,538.40 |
| City of Miami Beach Parks & Recreation | 22HP0224 Lummus PK Restrooms | 3,850.00 |
| City of Miami Beach Parks & Recreation | 22HP0246 Roof Repair | 4,217.75 |
| City of Miami Beach Parks & Recreation | 22HP0533 Muscle Beach Equipment | 4,856.00 |
| City of Miami Beach Parks & Recreation | 22HP0534 - 14th Street Bathroom | 5,970.00 |
| City of Miami Beach Parks & Recreation | 22HP0535 - 6th & Oceaan Bathrooms | 7,894.00 |
| City of Miami Beach Parks & Recreation | 22HP0536 10th & Ocean Bathrooms | 1,782.00 |
| City of Miami Beach Parks & Recreation | 22HP0635 Scott Rakow Roof | 2,885.00 |
| City of Miami Beach Parks & Recreation | 22HP0789 Muscle Beach Container | 2,630.00 |
| City of Miami Beach Parks & Recreation | 22HP0790 Rakow Gym Room | 10,940.00 |
| City of Miami Beach Parks & Recreation | 22HP0791 Rakow Window Frames | 8,091.00 |
| City of Miami Beach Parks & Recreation | 22HP0792 Rakow Ice Rink | 5,485.00 |
| City of Miami Beach Parks & Recreation | 22HP0793 Rakow Tank and Pipes | 1,650.00 |
| City of Miami Beach Parks & Recreation | 22HP0794 Golf Course Fence | 9,021.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| City of Miami Beach Parks & Recreation | 22HP0795 Flamingo Park Office | 2,655.00 |
| City of Miami Beach Parks & Recreation | 22HP0796 3rd Street Bathrooms | 1,687.50 |
| City of Miami Beach Parks & Recreation | 22HP0941 Rakow Pool Patio | 3,822.00 |
| City of Miami Beach Parks & Recreation | 22HP1123 14th St Bathrooms | 5,970.00 |
| City of Miami Beach Parks & Recreation | 22HP1124 10th Street Bathroom | 1,782.00 |
| City of Miami Beach Parks & Recreation | 22HP1126 Flamingo Pool | 11,175.29 |
| City of Miami Beach Parks & Recreation | 22HP1127 Tennis Center | 2,900.00 |
| City of Miami Beach Parks & Recreation | 22HP1286 Stoneman Park Fence | 3,862.00 |
| City of Miami Beach Parks & Recreation | 22HP1355 10th Street Bathrooms | 1,988.00 |
| City of Miami Beach Parks & Recreation | 22HP1356 6th Street Bathrooms | 3,549.00 |
| City of Miami Beach Parks & Recreation | 22HP1357 Muscle Beach | 2,630.00 |
| City of Miami Beach Parks & Recreation | 22HP1359 Lummas Park Playground | 2,629.90 |
| City of Miami Beach Parks & Recreation | 22HP1360 South Point Park Benches | 3,156.90 |
| City of Miami Beach Parks & Recreation | 22HP1361 South Point Park playground | 3,156.90 |
| City of Miami Beach Parks & Recreation | 22HP1456 64th street Bathrooms | 4,993.00 |
| City of Miami Beach Parks & Recreation | 23HP0037 Normandy Shores Fence | 2,900.00 |
| City of Miami Beach Parks & Recreation | 23HP0167 North Shore Comm Center | 3,928.80 |
| City of Miami Beach Parks & Recreation | 23HP0266 Rakow Ice Rink | 3,941.20 |
| City of Miami Beach Parks & Recreation | 23HP0267 Rakow Community Center | 3,679.20 |
| City of Miami Beach Parks & Recreation | 23HP0271 Storage Containers | 2,630.00 |
| City of Miami Beach Parks & Recreation | 23HP0455 6th Street bathroom | 1,719.00 |
| City of Miami Beach Parks & Recreation | 23HP0456 10th Street Bathroom | 2,361.60 |
| City of Miami Beach Parks & Recreation | 23HP0457 Muscle Beach Containers | 1,630.00 |
| City of Miami Beach Parks & Recreation | 23HP0607 Allison Park | 13,173.20 |
| City of Miami Beach Parks & Recreation | 23HP0608 Beach View Park | 1,968.00 |
| City of Miami Beach Parks & Recreation | 23HP0609 La Gorce Park | 10,394.00 |
| City of Miami Beach Parks & Recreation | 23HP0664 14th st Bathrooms | 2,376.00 |
| City of Miami Beach Parks & Recreation | 23HP0666 6th st Bathrooms | 3,549.00 |
| City of Miami Beach Parks & Recreation | 23HP0708 Normandy Pool Coping | 3,856.00 |
| City of Miami Beach Parks & Recreation | 23HP0709 Normandy Pool Deck | 24,344.00 |
| City of Miami Beach Parks & Recreation | 23HP0957 North Oceanside Park | 4,104.00 |
| City of Miami Beach Parks & Recreation | 23HP1149 Golf Course | 3,200.00 |
| City of Miami Beach Parks & Recreation | 24HP0138 La Gorse Playground | 4,935.00 |
| City of Miami Beach Parks & Recreation | 24HP0210 Flamingo Park Benches | 3,195.00 |
| City of Miami Beach Parks & Recreation | 24HP0211 South Point Park Playground | 4,905.60 |
| City of Miami Beach Parks & Recreation | 24HP0241 Lumus Park Playground | 4,905.60 |
| City of Miami Beach Parks & Recreation | 24HP0299 Flamingo Park Slides | 4,795.00 |
| City of Miami Beach Parks & Recreation | 24HP0356 Palm Island Playground | 11,816.20 |
| City of Miami Beach Parks & Recreation | 24HP0373 10St Bathroom 2nd Qtr | 2,361.60 |
| City of Miami Beach Parks & Recreation | 24HP0375 OCean Rescue | 3,936.00 |
| City of Miami Beach Parks & Recreation | 24HP0444 Altos Del Mar | 2,893.80 |
| City of Miami Beach Parks & Recreation | 24HP0547 Ocean Rescue station 77 | 3,243.20 |
| City of Miami Beach Parks & Recreation | 24HP0548 Northshore Community Hallways | 4,507.20 |
| City of Miami Beach Parks & Recreation | 24HP0551 Northshore Field 1 & 2 | 10,187.20 |
| City of Miami Beach Parks & Recreation | 24HP0626 Northshore | 20,356.00 |
| City of Miami Beach Property Management | 1319-18 Ptg. Chain Link Fence | 41,263.40 |
| City of Miami Beach Property Management | 19HP0244 Lincoln Rd 1000 Piano | 11,993.80 |
| City of Miami Beach Property Management | 19HP0404 2nd qtr Lincoln piano & Plts | 32,349.85 |
| City of Miami Beach Property Management | 19HP0470 Int Ptg PD Internal Affairs | 9,637.20 |
| City of Miami Beach Property Management | 19HP0471 Ext Ptg PD planter walls | 4,701.84 |
| City of Miami Beach Property Management | 19HP0539 Ext Ptg | 6,649.20 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| City of Miami Beach Property Management | 19HP0540 North Shore Community Center Int | 71,250.00 |
| City of Miami Beach Property Management | 19HP0576 PD memorial sculpture | 1,295.25 |
| City of Miami Beach Property Management | 19HP0577 10th & ocean bathroom walls | 7,262.82 |
| City of Miami Beach Property Management | 19HP0653 PD crime unit concrete floor | 7,206.50 |
| City of Miami Beach Property Management | 19HP0703 1755 bldg It Dept | 5,096.00 |
| City of Miami Beach Property Management | 19HP0744 Int & Ptg Scott Rakow Youth Cent | 114,800.00 |
| City of Miami Beach Property Management | 19HP0745 - Ptg incoln rd fountain | 2,295.80 |
| City of Miami Beach Property Management | 19HP0810 Lincoln Rd mall | 4,862.80 |
| City of Miami Beach Property Management | 19HP0934 fleet maint. 2nd floor | 7,483.00 |
| City of Miami Beach Property Management | 19HP1264 - Lincoln Rd Piano Ptg Nov 2019 | 51,863.84 |
| City of Miami Beach Property Management | 19HP1331 Unidad Bldg Int Ptg | 3,141.00 |
| City of Miami Beach Property Management | 19HP1353 MB Pol North Sub station Int ptg | 3,955.90 |
| City of Miami Beach Property Management | 19HP1420 Art Deco Welcome | 11,131.25 |
| City of Miami Beach Property Management | 19HP1432 Biscayne Point ptg | 2,397.40 |
| City of Miami Beach Property Management | 19HP1433 Ocean Rescue Ptg | 6,337.62 |
| City of Miami Beach Property Management | 19HP1434 3rd Street Restrooms PC Ptg | 1,863.20 |
| City of Miami Beach Property Management | 19HP1546 Restain Euclid ave | 13,275.00 |
| City of Miami Beach Property Management | 20HP0001 - Lincoln Rd piano keys Dec 19 | 46,996.65 |
| City of Miami Beach Property Management | 20HP0108 - Unidad Bldg - PC | 8,563.00 |
| City of Miami Beach Property Management | 20HP0387 - Ext Ptg | 2,900.00 |
| City of Miami Beach Property Management | 20HP0389 - Ext Ptg | 1,783.50 |
| City of Miami Beach Sunset Bridges | 20HP0301 - PC & Ext Ptg | 11,960.10 |
| City of Miami Beach Sunset Bridges | 20HP0302 - PC & Ext Ptg | 9,370.80 |
| City of Miami Beach Sunset Harbour Garage | 1507-18 PC 1st qrt 2019 | 10,735.60 |
| City of Miami Beach Sunset Harbour Garage | 19HP0917 - PC 4th Crt | 18,358.53 |
| City of Miami Beach Sunset Harbour Garage | 20HP0182 Sunset PC 2ND qtr 2020 | 10,735.60 |
| City of Miramar | 20HP0928 - Int Ptg Miramar Cultural Arts | 9,267.75 |
| City of Miramar | 20HP1164 - Cultural Arts seat removal | 41,000.00 |
| City of Miramar | 21HP0635 - Sunset Lakes Condo-Caulking | 4,300.00 |
| City of Miramar | 21HP1115-Exterior Painting Fire station&H | 12,924.00 |
| City of Miramar | 22HP0362 Fire Station 70 &100 Painting | 33,566.00 |
| City of Miramar | 22HP0363 Park & Aquatics Bldg Painting | 16,694.00 |
| City of Miramar | 24HP0921 Building L Interior Painting | 16,130.00 |
| City of Miramar | 24HP0930 City Hall 3rd Floor | 16,067.00 |
| City of Palm Beach Gardens | 22HP0904- P. Beach Gardens Tennis Center | 11,310.00 |
| City of Pompano Beach FL | 19HP1516 Fleet maint. ext Ptg | 9,485.80 |
| City of Pompano Beach FL | 19HP1517 Herb Skolink Cnt ext ptg | 19,408.80 |
| City of Port St. Lucie. | 20HP0487 - PC and paint | 54,637.15 |
| City of West Palm Beach. | 21HP0877 - FS #3 Recoating Doors | 3,873.60 |
| City of Weston | 19HP0152 - Indian Trace - PC & Paint | 4,103.20 |
| City of Weston | 19HP0409 - Tequesta Trace Park Storage | 7,413.25 |
| City of Weston | 19HP0410 - Reginal park baseball shade | 1,900.80 |
| City of Weston | 19HP0541 - Vista Park Concession | 7,776.00 |
| City of Weston | 19HP0616 - Tennis center railings | 1,634.40 |
| City of Weston | 19HP1008 Tequesta Trace Press box | 2,468.40 |
| City of Weston | 20HP0117 - PC & Ext Ptg | 2,300.00 |
| City of Weston | 20HP0119 - PC & Ext Ptg - Mon @ G&B | 1,728.00 |
| City of Weston | 20HP0589 Regional Park Scoreboards | 2,240.00 |
| City of Weston | 20HP0641 - Vista Park 4 Baseball Scorebds | 1,260.00 |
| City of Weston | 20HP0667 - Vista View Park Storage Fac | 16,708.50 |
| City of Weston | 20HP0814 - Int Ptg Reg Park Cmty Center | 4,095.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| City of Weston | 20HP0847 - Common Area & Entry gate colum | 7,293.00 |
| City of Weston | 20HP1137 - Metal Bldg Repairs | 6,682.50 |
| City of Weston | 20HP1272 - Library park pavillions | 17,136.00 |
| City of Weston | 21HP1170-Goal Post Painting | 7,600.00 |
| City of Weston | 21HP1252-Exterior,Interior & Waterproof | 1,515.00 |
| City of Wilton Manors | 1339-18 Public Works Warehouse | 9,360.00 |
| CJM Construction. | 20HP0794 | 1,575.00 |
| Claridge Condominium | 23HP0188 Garage Painting | 128,480.00 |
| Claridge Condominium | 23HP0583 Stripping Garage | 3,300.00 |
| Clark, Robert | 23HP0484 Misc Painting | 1,285.00 |
| Classic Vista HOA, Inc. | 21HP1921 Exterior Painting | 303,175.00 |
| Classics at Bear Lake | 21HP2034-Exterior Painting | 292,000.00 |
| Clayman, Jenna | 20HP1303 - Ext ptg | 3,570.00 |
| Clearbrook HOA | 20HP2045 - Ptg | 1,785.00 |
| Clearwater at Meadow Lakes (davenport) | 19HP0573 ext ptg window frames | 30,500.00 |
| Clem, Patricia | 23HP0419 Exterior Painting | 2,785.00 |
| Clem, Patricia | 23HP0499 Pool Deck Coating | 1,150.00 |
| Cliff Ford | 19HP0646 - Ext Ptg | 3,800.00 |
| Clofine, Larry | 19HP0066 - exterior painting | 3,345.00 |
| Cloisters Beach Tower | 22HP1229 Stucco Repairs | 3,940.00 |
| Clubside @ PGA Village | 19HP0316 Ext Ptg 9512-9510 | 2,485.00 |
| Clubside @ PGA Village | 19HP0317 Ext Ptg 9502-9500 | 2,485.00 |
| Clubside @ PGA Village | 23HP0968 Exterior Painting | 5,110.00 |
| Clubside @ PGA Village | 23HP1080 Single Family Mailboxes | 2,059.00 |
| Clubside @ Woodfield | 19HP1305 Chemical clean community | 2,695.00 |
| Clubside @ Woodfield Country Club | 20HP1079 - | 6,870.00 |
| Clubside @ Woodfield Country Club | 20HP1314 - PC Sidewalks/Driveways | 2,695.00 |
| Clubside @ Woodfield Country Club | 20HP1928 - Street Light | 1,525.00 |
| Clubside @ Woodfield Country Club | 21HP1805 Pressure Clean Sidewalks | 2,100.00 |
| Clubside @ Woodfield Country Club | 22HP0988 Pressure Cleaning | 4,045.00 |
| Clubside @ Woodfield Country Club | 22HP1138 Prussure Clean Roofs | 11,935.00 |
| Clubside @ Woodfield Country Club | 22HP1237 Mailbox Painting | 9,310.00 |
| Clubside @ Woodfield Country Club | 23HP0324 Beautification | 205,426.50 |
| CMG Home Loans | 23HP0837 Interior Painting | 4,100.00 |
| CMS Real Estate, Inc. | 19HP0849 Int Ptg | 9,500.00 |
| Coach Houses I of Town Place Condo Assoc | 20HP1502 - Comml Ptg | 195,882.00 |
| Coach Houses of Town Place II | 19HP0751 ext ptg 15 walkways | 1,145.00 |
| Coastal Bay HOA | 19HP0288 Ext Ptg & Misc Repairs | 2,805.00 |
| Cobblestone at Pembroke H.O.A., Inc. | 20HP0811 - Ext Ptg | 344,180.00 |
| Coco Palm | 19HP0186 Ext Ptg Monument signs | 1,800.00 |
| Coco Pointe at Boca Chase | 19HP1443 Ptg FPL light poles | 1,140.00 |
| Coconut Key HOA | 23HP0621 Exterior Painting | 5,580.00 |
| Coconut Key HOA | 23HP1212 Exterior Painting | 89,242.00 |
| Coconut Palms Townhouses | 21HP1074-Exterior Painting | 12,110.00 |
| Coconuts at Bonaventure HOA | 24HP0656 Stucco | 16,897.50 |
| Coda Townhomes | 21HP0010 - Ext. Ptg. | 30,018.21 |
| Coda Townhomes | 22HP0083 Pressure Cleaning | 6,320.00 |
| Coffee, Clarence | 19HP1271 Int Ptg | 2,485.00 |
| Coffee, Clarence | 20HP1685 - Ext ptg | 2,385.00 |
| Coffman, Joe | 22HP0728 Exterior Painting | 5,370.00 |
| Coglianese, Matt & Ann | 19HP0642 ext ptg | 3,745.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Cohen Commercial Management | 21HP1207 - Painting | 18,885.00 |
| Cohen Commercial Mgmt. | 19HP0073 - Village Mktp Plaza | 36,000.00 |
| Cohen, Cheryl | 19HP0996 ext ptg | 2,885.00 |
| Cohen, Hal | 19HP0991 ext ptg | 3,275.00 |
| Cohen, Harlan | 22HP0541 Exterior Painting | 7,000.00 |
| Cohen, Horace & Pat | 19HP0424 Ext Ptg | 5,150.00 |
| Cohen, Jeanie | 24HP1092 Drywall Repair | 2,770.00 |
| Cohen, Lester | 19HP1330 PC | 1,210.00 |
| Cohen, Marvin | 20HP1092 - Ext Ptg | 6,845.00 |
| Cohen, Marvin | 23HP0306 Exterior Painting | 1,185.00 |
| Cohen, Mel and Carol | 21HP1600-Exterior Painting | 3,185.00 |
| Cohen, Murray | 20HP0335 - Ext Ptg | 3,915.00 |
| Cohen, Murray | 23HP0152 Misc Painting | 1,485.00 |
| Cohen, Norma* | 23HP1181 PC | 1,425.00 |
| Cohen, Ronald | 24HP0037 Exterior Painting | 4,485.00 |
| Cohen, Sidney | 21HP1397-Misc Painting | 1,100.00 |
| Cole, Jason | 21HP1194-Exterior Painting | 2,885.00 |
| Cole, Laura* | 22HP0815 Exterior Painting | 3,285.00 |
| Cole, Laura** | 24HP0607 Interior Painting | 8,485.00 |
| Coletta, Steven | 21HP1977 Sign Up Ocean Grande Place Ext | 3,403.00 |
| Collins, Blair | 19HP0622 ext ptg | 4,935.00 |
| Collins, Blair | 21HP0886 - Exterior Paint Areas | 1,885.00 |
| Collins, Lucia | 22HP0614 Exterior Painting | 1,668.00 |
| Colonial Condominium | 21HP1026 - Painting Project | 15,708.00 |
| Colony Preserve | 22HP1143 Perimeter Wall | 23,832.00 |
| Colony Preserve | 22HP1201 Guardhouse Painting | 1,785.00 |
| Colton, Bruce | 23HP0232 Exterior Painting | 1,285.00 |
| Comeau, Paulette | 21HP0832 - Exterior Painting | 2,345.00 |
| Concentra | 23HP0074 Misc Painting | 2,585.00 |
| Concentra | 23HP0075 Exterior painting | 5,450.00 |
| Concrete Protection & Restoration | 1626-18 Costa Brava Condo Painting | 336,145.81 |
| Conner, Don | 24HP0279 Exterior Painting | 2,200.00 |
| Conte, Ryan & Lisa | 21HP1450-Recoating Pool deck & Driveway | 1,525.00 |
| Conventry HOA | 22HP0810 Light Poles and Signs | 3,251.00 |
| Conway, Scott | 22HP0566 Exterior Painting | 7,920.00 |
| Conway, Scott | 22HP1269 Interior Painting | 3,885.00 |
| Cook, Bob & Ellen (16482) | 22HP1342 Exterior Painting | 6,900.00 |
| Cooke, Will | 23HP0072 Exterior painting | 1,732.50 |
| Cooper, Gail | 22HP0335 Exterior Painting | 3,885.00 |
| Cooper, Justin | 24HP0724 Exterior Painting | 1,725.00 |
| Cooperman, Irwin | 22HP0207 Roof Cleaning and Painting | 1,870.00 |
| Coquina H.O.A. | 19HP0765 touch ups | 1,405.00 |
| Coquina Isles @ Polo Club | 19HP1346 Remedial cleaning | 6,100.00 |
| Coquina Isles @ Polo Club | 19HP1483 Ptg mailboxes | 5,676.00 |
| Coquina Isles @ Polo Club | 19HP1510 Paver repair | 17,396.80 |
| Coquina Isles @ Polo Club | 20HP1349 - Remedial Cleaning | 13,300.00 |
| Coquina Isles @ Polo Club | 21HP1187-Interior Painting Clubhose | 7,800.00 |
| Coquina Isles @ Polo Club | 21HP1189-Painting Copper metal Flashing | 1,400.00 |
| Coquina Isles @ Polo Club | 21HP1314-Painting Railings | 1,458.00 |
| Coral Lakes Assoc | 23HP0087 Light Pole Painting | 2,410.00 |
| Coral Lakes Assoc | 23HP0181 Sign Painting | 1,620.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Coral Lakes Assoc | 23HP0265 Sign Painting | 3,960.00 |
| Coral Ridge Plaza | 19HP0333 Paint catwalks | 1,800.00 |
| Coral Springs | 21HP1609 - Bay Doors | 1,150.00 |
| Coral Springs Estates Townhouse | 19HP0207 Ext Ptg 5 Bldg 50 units | 14,071.20 |
| Coral Springs Police Department | 21HP0768 - Leak Repair | 1,200.00 |
| Coral Springs Professional Campus | 20HP0318 - Ext Ptg - Sub 1 | 55,380.00 |
| Coral Springs Professional Campus | 20HP0319 - Ext Ptg - Sub 2 | 51,725.00 |
| Coral Springs Professional Campus | 20HP0320 - PC - Sub 1 | 8,100.00 |
| Coral Springs Professional Campus | 20HP0321 - PC - Sub 2 | 4,650.00 |
| Coral Springs Regiional Public Safety Ins | 22HP0499 Interior Painting FD 71 | 6,094.00 |
| Coral Square Mall | 22HP0858 Painting | 237,780.00 |
| Coral Square Mall | 22HP0943 Entrances | 23,925.00 |
| Coral Trace Office Park Condo | 22HP0186 Exterior Painting | 34,000.00 |
| Corneau, Kenneth | 22HP0319 Sign Up Riveria @ Mirasol Ext | 3,344.00 |
| Cornish, Sid | 22HP0227 Sign Up Riviera @ Mirasol Ext Pa | 3,344.00 |
| Coronado @Highland Beach Condo | 21HP0537 - Floor Coating | 2,385.00 |
| Corporate Center Coral Springs | 22HP0830 Painting 2 Bldgs | 63,400.00 |
| Cosner, Jacqueline | 20HP0002 Ptg & PC | 4,740.00 |
| Counce, Michael | 23HP0668 Glass Doors | 10,785.00 |
| Country Club Chalet | 19HP0641 ptg | 47,500.00 |
| Country Club Chalet | 24HP0407 Exterior Painting | 4,685.00 |
| Country Club of Miami | 19HP0204 - Ext Ptg | 46,252.91 |
| Country Creek | 21HP1193-Painting Perimeter Wall | 13,498.75 |
| Country Creek Club | 23HP0808 Exterior Painting | 8,500.00 |
| Country Greens @ Westchester | 21HP0109 - Ext. Ptg. | 107,808.50 |
| Country Lakes HOA | 20HP1930 - Recoat fascia | 101,913.00 |
| Country Landing 3 | 19HP0452 Ext Ptg wall | 4,340.00 |
| Country Village Condominium Association | 20HP0478 - Ext Ptg | 48,700.00 |
| Courthomes II @ Fairfield | 21HP0667 - Painting Project | 99,000.00 |
| Courtyard Homes at The Grove | 20HP0261 - Ext Ptg | 5,875.00 |
| Courtyard of Grand Palms HOA | 22HP0249 Exterior Painting | 60,645.34 |
| Courtyard of Grand Palms HOA | 22HP0512-Recoat New Fascia | 7,605.00 |
| Courtyard On The Park | 20HP0224 - Ext Ptg | 11,750.00 |
| Couture, Karen | 19HP0018 Exterior painting | 2,610.00 |
| Couture, Karen | 21HP1479 Exterior Painting | 7,147.00 |
| Couvillon, Mark | 19HP1169 Ext Ptg | 2,885.00 |
| Cove @ Boca West | 19HP0793 Pool deck repair | 2,715.00 |
| Cove @ Boca West | 22HP0936 Exterior Painting | 12,160.00 |
| Cove @ Boca West | 22HP1347 Entrance and Exit | 2,250.00 |
| Cove Beach Club Condominium Assoc., Inc. | 20HP0921 - Ext Ptg | 13,770.00 |
| Cove Village Condominium | 1688-18 Exterior painting | 84,957.00 |
| Coventry @ Woodfield CC | 22HP0154 MonumentSigns | 2,586.00 |
| Coventry HOA @ PGA | 19HP1058 Rusted corner beading pool area | 8,580.00 |
| Coventry HOA @ PGA | 19HP1106 ext ptg 58 homes | 112,230.00 |
| Cozzolino, Raymond | 21HP2079 Exterior Painting | 3,677.50 |
| Crane Crest Condo | 21HP0490 - Stairwells | 7,420.00 |
| Creed, Brandy | 19HP1149 Ext Ptg | 7,335.00 |
| Crescent Center. | 20HP1969 - Ext. Ptg. | 1,550.00 |
| Cresent Center | 22HP1343 Misc Painting | 2,450.00 |
| Cresent Lakes HOA | 19HP0606 Int Ptg | 1,650.00 |
| Cresswind Palm Beach HOA | 23HP0827 Exterior Painting | 9,285.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Cresswind Palm Beach HOA | 24HP1070 Misc Painting | 4,350.00 |
| Crestwood POA @ Carolina | 21HP0574- Painting Project | 84,679.00 |
| Crestwood POA @ Carolina | 21HP2100 Pressure Cleaning | 4,100.00 |
| Crispe, Ronda | 22HP0244 Exterior Painting | 3,755.00 |
| Cristelle Beach Townhomes | 21HP1167-Painting Entrance & Exit Gate | 4,885.00 |
| Cristelle Condominium Association | 19HP0453 Ext Ptg | 87,500.00 |
| Croland, Jeanie | 23HP0107 Exterior Painting | 3,885.00 |
| Crosby, Mary | 19HP0036 - Impact doors | 8,580.00 |
| Cross, Randy | 19HP0305 Ext Ptg | 2,135.00 |
| Crupi, Daryl | 20HP0875 - Ext Ptg | 3,485.00 |
| Crupi, David | 22HP1281 Windowsill | 1,685.00 |
| Cruz, Geovany | 21HP1976 Exterior Painting | 2,985.00 |
| Crystal Cove Estates | 21HP0873 - Painting Entrance & Exit Gates | 4,585.00 |
| CS Sixteen LLC | 24HP0678 Interior painting | 8,300.00 |
| Cucharale, April | 21HP1225-Sign up Ocean Grande-Ext Ptg | 3,490.25 |
| Cueva, Felipe | 20HP0397 - Ext Ptg | 2,685.00 |
| Cunliffe, Jason | 22HP0459 Exterior Painting | 4,840.00 |
| CVP Community Center Inc | 19HP0761 1600 Pool #16 ext ptg | 1,535.00 |
| CVP Community Center Inc | 19HP0763 800 Pool # 8 ext ptg | 1,535.00 |
| Cypress Bend Protective Corp. | 21HP0482 - Commercial Ptg | 27,044.00 |
| Cypress Creek POA | 23HP0637 Perimeter Wall | 30,259.47 |
| Cypress Isles @ Polo Club | 19HP0015 27 bldg | 105,412.80 |
| Cypress Point Villas Assn., @ Boca West | 19HP1133 Ext Ptg | 43,447.50 |
| Dabby Properties | 23HP0415 Exterior Painting | 78,840.00 |
| Dabby Properties | 23HP0416 Exterior Painting | 4,885.00 |
| Dahlia @ Plantation | 19HP1082 ext ptg | 48,297.78 |
| Dahlia @ Plantation | 19HP1082 ext ptg | 60,372.22 |
| Dahlia @ Plantation | 20HP1147 - Streetlight ptg | 1,875.00 |
| Dahlia @ Plantation | 21HP0675 -Ptg Yellow Curbing | 1,400.00 |
| Dahlia @ Plantation | 21HP1835 Pressure Cleaning | 5,480.00 |
| Dahlia @ Plantation | 22HP1178 Pressure Clean Roofs | 29,475.00 |
| Dahlia @ Plantation | 22HP1179 Pressure Clean Sidewalks | 4,280.00 |
| Dahlia @ Plantation | 23HP0090 Concrete Staining | 18,685.00 |
| Dahlia at Plantation H.O.A. | 19HP1080 PC | 4,200.00 |
| Dalmau, Elena | 21HP2101 Exterior Painting | 4,725.00 |
| Dangles | 21HP1647-Exterior Painting | 4,305.00 |
| Daniel Cantor Senior Center | 20HP1726 - Ptg | 14,625.00 |
| Dannelly, Melissa | 23HP0399 Exterior Painting | 4,185.00 |
| Danoff, Eileen | 19HP0767 int ptg | 1,800.00 |
| Danoff, Eileen | 19HP0768 ext ptg | 4,335.00 |
| Danzansky, Cobbie | 22HP1058 Interior Painting | 3,885.00 |
| Darbut, Evelyn | 20HP0581 - Ext Ptg | 1,885.00 |
| Daves, Fletch | 22HP0832 Exterior Painting | 6,090.00 |
| Davie Square Office Condo Assn. | 20HP2073 - Ptg | 4,996.00 |
| Davila, Rolando | 22HP0380 Exterior Painting | 3,520.00 |
| Davis, Cathy | 21HP1983 Exterior Painting | 2,885.00 |
| Davis, Paul | 22HP0243 Exterior Painting | 5,000.00 |
| Davis, Sanford | 20HP0785 - Ext Ptg | 3,762.00 |
| Davis, Stan | 24HP0855 Roof Tile Painting | 5,285.00 |
| Davis, Steven | 19HP1351 PC & Ptg | 2,385.00 |
| Dawson / Kwikrooter | 19HP0327 PC & Ext Ptg | 2,780.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| De Cespedes, Luis | 21HP1369-Exterior Painting | 5,445.00 |
| De Luna, Jonathan | 21HP0828 Exterior Painting | 1,885.00 |
| De Matteo, Antony | 20HP0935 - Ext Ptg | 2,185.00 |
| De Matteo, Antony | 20HP1006 - Roof tile ptg | 1,685.00 |
| Deaton, Jim | 21HP0359 - Popcorn Removal | 2,285.00 |
| Deaton, Jim | 21HP0837 - Interior Painting | 2,685.00 |
| Deaton, Jim | 21HP0838 - Skim Coat | 4,015.00 |
| DeBianchi, Geraldine | 21HP1938 Interior Painting | 6,400.00 |
| Decimal Engineering | 23HP0497 Exterior Painting | 69,925.00 |
| Deckler, Iris | 21HP0042 - Ext. Ptg. | 1,520.00 |
| Deer Creek Country Club | 21HP1587 - Exterior Painting | 27,685.00 |
| Deer Creek Country Club | 22HP0070 Metal Roof Painting | 35,885.00 |
| Deerfield Beach House | 20HP1963 - Unit 222 Slider repair | 2,000.00 |
| Deerfield Beach Warehouse Buildings | 19HP0592 ext Ptg | 9,540.00 |
| Deerfield Mall & Shop at Deerfield | 19HP0890 - ext ptg back wall | 3,285.00 |
| Deerfield Mall & Shop at Deerfield | 19HP0974 upper level bands | 26,985.00 |
| Deerfield Mall & Shop at Deerfield | 19HP1141 Ext Ptg back wall Movie theater | 14,840.00 |
| Deerfield Mall & Shop at Deerfield | 20HP0657 - Ptg Int Back Perimeter Wall | 12,685.00 |
| Deerfield Mall & Shop at Deerfield | 20HP1148 - Ext back walls of bldg | 64,718.00 |
| Deerfield Mall & Shop at Deerfield | 21HP0869 - Test for Water Intrusion | 2,250.00 |
| Deerfield Mall & Shop at Deerfield | 21HP0870 - Panting 2 back Walls | 2,150.00 |
| DeFranco, Diane | 19HP0454 Ext Ptg | 1,745.00 |
| DeFranco, Tom | 21HP0388- Interior Painting | 2,280.00 |
| DeFranco, Tom | 23HP0293 Exterior Painting | 6,590.00 |
| DeFranco, Tom | 23HP1061 Exterior Painting | 21,800.00 |
| Deidan, Tania | 21HP0485 - Ext House Ptg | 2,600.00 |
| Delano Hotel | 19HP0926 repairs to veranda | 6,000.00 |
| Delano Hotel | 20HP0088 - Roof Repair | 1,900.00 |
| Deleon, Doreen | 22HP0237 Exterior Painting | 2,570.00 |
| Delia, Robert | 24HP0309 Garage Door Coating | 2,100.00 |
| Delorme, Carole | 20HP0638 - Ext Ptg | 4,555.00 |
| Delphi Towers | 19HP0585 Ext Ptg | 129,700.00 |
| Delwood Condo | 19HP0183 Com Ext Ptg | 11,500.00 |
| DeMare, Griff | 20HP1399 - Ext. Ptg. | 5,890.00 |
| DeMare, Griff | 24HP0108 Stain Driveway & Patio | 1,700.00 |
| Demart, Laura | 19HP0582 Ext Ptg | 1,885.00 |
| Demartinis, Stan | 21HP1978 Exterior Painting | 8,940.00 |
| Demartinis, Stan | 22HP1244 Exterior Painting | 2,750.00 |
| Demner, Bea | 20HP1267 - Ext Ptg | 2,035.00 |
| Deno, Sara | 21HP1089-Exterior Painting | 4,185.00 |
| Dentico, Enzo | 22HP0024 Exterior Painting | 6,235.00 |
| Dentico, Enzo | 22HP0139 Shutters & Railings | 1,235.00 |
| DerHagopain, Kelly | 24HP0371 Columns Staining | 3,350.00 |
| DeSimone, Marie | 20HP1301 - Ext Ptg | 2,394.00 |
| DeSimone, Robert & Barbara | 19HP0444 Ext Ptg | 10,758.00 |
| Devito, Chris | 20HP1714 - Int Ptg | 2,400.00 |
| DeVivies, Christopher | 19HP0544 ext ptg | 2,335.00 |
| Devon Condo A @ Kings Point | 22HP0436-Exterior Painting | 24,800.00 |
| Devon Condo F | 20HP1872 - Ext. Ptg. | 28,900.00 |
| Devon Condo I | 21HP0253 - Ext. Ptg. | 12,500.00 |
| DeVries, Brenda | 21HP0770 - Exterior Painting | 3,170.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| DeVries, Brenda | 22HP0564 Interior Painting | 10,925.00 |
| Dewberry Village HOA | 19HP0522 Ext Ptg | 32,400.00 |
| Diamandis, Tula | 23HP0725 Exterior Painting | 4,800.00 |
| Diamond at Delray Condominium | 20HP1171 - Ext Ptg | 23,875.00 |
| Diamond Condo | 20HP0496 - PC & Ext Ptg | 104,985.00 |
| Diamond Condo | 20HP1161 - Back Wall | 1,800.00 |
| Diaz, Gilbert/R&D Construction | 22HP0621 Exterior Painting | 86,885.00 |
| Diehn, Barbara | 21HP0441 - Exterior Ptg | 1,885.00 |
| Dietch | 19HP0328 Ext Ptg & Int Ptg | 3,460.00 |
| Difusco, Richard | 19HP0814 misc repairs | 1,439.00 |
| Dikes, Edward | 21HP1118-Exterior Painting | 10,485.00 |
| DiPompeo Construction | 21HP2148 Centenial Park | 7,942.50 |
| Dixon, Marny | 19HP1318 Ext Ptg | 3,135.00 |
| D'Lando, Mat | 19HP0029 int ptg | 2,385.00 |
| D'Lando, Mat | 19HP1101 ext ptg | 3,000.00 |
| D'Lando, Matthew | 22HP0829 Interior painting | 3,500.00 |
| Dobies, Kim | 24HP0691 Exterior Painting | 1,725.00 |
| Dodarell, Dan | 22HP0856 Exterior Painting | 5,070.00 |
| Doltis, Ben | 22HP0920 Roof Cleaning | 3,685.00 |
| Dombrowski, Henry | 19HP0638 ext ptg | 5,625.00 |
| Dombrowski, Henry | 23HP0228 Railing and Fence | 2,660.00 |
| Dombrowski, Henry | 23HP1196 Exterior Painting | 26,465.00 |
| Donavan, Donna (Bokamper, Kim) | 19HP0173 Ext paint | 3,582.00 |
| Donor, Mary | 20HP0626 - Int Ptg | 5,185.00 |
| Dorado Condo | 22HP0730 Pressure Cleaning | 5,550.00 |
| Doral Estates | 19HP0014 Fairway Homes | 29,310.00 |
| Doral Estates | 20HP0112- Fairway Homes -Ext Ptg | 43,500.00 |
| Doral Oaks* | 23HP1159 Exterior Painting | 202,675.00 |
| Double Eagle Construction Group | 20HP0831 - Ext Ptg | 1,985.00 |
| Double Eagle Construction Group | 20HP1677 - Ext Ptg | 1,985.00 |
| Double Eagle Construction Group | 20HP1843 - Roof painting | 2,700.00 |
| Double Eagle Construction Group | 20HP2062 - Zaltz Residence | 1,985.00 |
| Double Eagle Construction Group | 21HP0110 - Alan Seiler Residence | 1,285.00 |
| Double Eagle Construction Group | 21HP1176-Exterior Painting Milhauser | 3,185.00 |
| Double Eagle Construction Group | 21HP1177-Exterior Painting-Axelrod | 5,385.00 |
| Double Eagle Construction Group | 21HP1301-Exterior Painting Driveway | 2,685.00 |
| Double Eagle Construction Group | 21HP1971-Kirshen Exterior Painting | 3,185.00 |
| Double Eagle Construction Group | 22HP0373 Exterior Painting | 6,144.00 |
| Double Eagle Construction Group | 22HP0403 Corbin Exterior Painting | 2,685.00 |
| Double Eagle Construction Group | 22HP0527 Formichev Exterior Painting | 9,644.00 |
| Double Eagle Construction Group | 22HP0924 Peter/Povman | 5,285.00 |
| Double Eagle Construction Group | 22HP0924 Peter/Povman | 5,285.00 |
| Doucet, Carol | 19HP0358 Ext Ptg | 20,050.00 |
| Douglas Gardens North | 22HP0972 Exterior Painting | 36,200.00 |
| Douglas Gardens North | 22HP0973 Bldg II Pressure Clean | 1,575.00 |
| Douglas Gardens North | 22HP1069 Exterior Painting | 34,100.00 |
| Douglas, Brad | 23HP1114 Recoating Floors | 70,813.70 |
| Douglas, Herb | 20HP0157 - Ext Ptg | 3,740.00 |
| Douglas, Ron | 19HP0501 ext ptg & pc | 1,800.00 |
| Dover at Wycliffe | 19HP0715 Ptg mailboxes | 3,255.00 |
| Dr Kennedy Homes Ltd | 20HP1134 - Ext Ptg | 188,339.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Dr. Harry | 21HP1884 Exterior Painting | 2,585.00 |
| Dr. Jon Rosenthal | 21HP1847 Remedial Cleaning | 1,445.00 |
| Dr. Worth | 21HP0904 House Painting | 6,500.00 |
| Dr. Worth | 22HP0339 Touch Ups | 1,575.00 |
| Dreifuss, Steven & Michelle | 24HP0408 Misc Painting | 1,500.00 |
| Dreszer, Amber | 20HP1197 - Int Drywall repair | 2,850.00 |
| Drossner, Jenny | 21HP0073 - Ext. Ptg | 4,335.00 |
| Drost, Diana | 22HP0213 Exterior Painting | 2,185.00 |
| Duberman, Fern | 22HP1406 Exterior Painting | 4,500.00 |
| Dudley, Brian | 20HP0691 - Ext Ptg | 6,770.00 |
| Dumay, Rene | 20HP1868 - Ext Ptg | 1,885.00 |
| Durham D | 24HP0414 Floor Coating Removal | 16,600.00 |
| Durham D | 24HP0415 Floor Coating | 8,250.00 |
| Duvall Villas | 22HP0007 Exterior Painting | 58,455.00 |
| Dyer, Lisa | 1674-18 Exterior painting | 2,635.00 |
| Dytko, Alison | 21HP1235-Exterior Painting | 4,685.00 |
| Eason, Jim | 19HP0080 exterior painting | 1,780.00 |
| East Lakes POA | 23HP0657 Pool Deck | 7,355.00 |
| East Lakes Townhomes | 23HP0047 Exterior Painting | 152,981.72 |
| Eastbrooke Coach Homes | 24HP1073 Roof Cleaning | 9,702.00 |
| Economos, Nick | 21HP1227-SIgn Up Ocean Grande-Ext Ptg | 3,355.00 |
| Edelmann, Mark & Lori | 20HP1229 - Ptg 3 garage doors | 2,885.00 |
| Edelmann, Mark & Lori | 23HP1195 Misc Painting | 3,595.00 |
| Edelmann, Mark & Lori | 24HP0178 Misc Painting | 2,250.00 |
| Egret Cove | 19HP0222 Ext Ptg | 11,425.00 |
| Eidson, David | 24HP0007 Interior Painting | 1,785.00 |
| Einhorn, Gary | 22HP1481 Exterior Painting | 9,892.00 |
| EJR Construction | 22HP1295 WaterProofing | 6,155.00 |
| El Camino Restaurant | 19HP1137 Ptg wall & clean wall | 1,875.00 |
| El Camino Restaurant | 19HP1223 - Ptg mural clear coat | 1,725.00 |
| El Viento at Boca Raton Condo | 21HP2068 Exterior Painting | 75,735.00 |
| Elfant , Marvin | 21HP0666 - Misc Painting | 1,100.00 |
| Elia, Denise | 1237-18 Exterior painting | 1,885.00 |
| Elkman | 21HP1783-SIgn Up Bristol Point Pressure C | 1,910.00 |
| Ellick, Joy | 24HP0295 Exterior Painting | 2,956.50 |
| Elliot, Darlene | 21HP0866 - Exterior Painting | 2,185.00 |
| Emanuele, Daniele | 23HP0121 Exterior Painting | 6,575.00 |
| Embassy Lakes Shopping Center | 20HP1513 - 29 columns | 6,500.00 |
| Emerald Creek HOA | 19HP0309 Ext Ptg Entrance/exits | 2,330.00 |
| Emerald Creek HOA | 22HP0349 Exterior Painting 66 TownHome | 98,010.00 |
| Emerald Lakes Plaza | 20HP0203 - PC & Ptg | 4,290.00 |
| Encantada | 19HP1355 ptg perimeter wall | 4,170.00 |
| Encantada | 19HP1356 PC community | 5,000.00 |
| Encantada | 20HP2018 - PC | 5,000.00 |
| Encantada | 22HP1465 Pressure Cleaning | 5,000.00 |
| Encino Villas @ Grand Palms | 21HP2169-Exterior Painting | 13,050.00 |
| Enclave at Inverrary | 23HP0159 Exterior Painting | 52,885.00 |
| Enclave at Woodfield Country Club | 24HP0696 Mailbox Painting | 7,560.00 |
| Endlich, Kelly | 20HP0670 - Ext Ptg | 2,660.00 |
| Engel, Brian | 20HP0819 - Ext Ptg | 3,780.48 |
| Engel, Brian | 20HP1619 - Int Ptg | 6,790.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Engels, David | 21HP0412- Exterior Ptg | 1,885.00 |
| Englehard, Jerry | 23HP0101 Pressure Cleaning | 2,980.00 |
| ENT Allergy Associates | 20HP1085 - Int Ptg | 1,885.00 |
| ENT Allergy Associates | 20HP1194 - Int Ptg CT Room | 1,025.00 |
| ENT Associates of South Florida | 20HP0767 - Ptg. sound both | 1,285.00 |
| Esplanada @ Boca Pointe HOA, Inc. | 21HP0483 - Commercial Painting Project | 62,403.75 |
| Esplanada @ Boca Pointe HOA, Inc. | 22HP0165 44 Homes | 83,204.99 |
| Esquire Law | 22HP1019 Exterior Painting | 12,935.00 |
| Estancia West HOA, Inc. | 23HP1135 Guardhouse | 1,510.00 |
| Estancia West HOA. | 24HP0537 | 2,590.00 |
| Estates at Tuscany | 21HP1964 ID Sign Restoration | 1,880.00 |
| Estates at Tuscany | 22HP0079 Metal Gates | 2,500.00 |
| Estuary at Jupiter Dunes | 21HP0829 - Pool Deck | 11,000.00 |
| Ettinger, Irwin | 20HP0152 - Ext Ptg | 3,740.00 |
| Evans, Linda | 19HP0852 ptg decks | 1,050.00 |
| Everett Arms Condo | 19HP0714 ext ptg | 3,350.00 |
| Everett Arms Condo | 20HP0689 - Concrete Patios | 1,300.00 |
| Everglades Condominium | 22HP0862 Crack Repair & Paint | 3,285.00 |
| Everglades Condominium | 22HP1211 Unit 406-C Misc Painting | 5,380.00 |
| Evergreen Lakes | 21HP2047 Pressure Cleaning | 1,800.00 |
| Executive Court I | 21HP1396-Catwalk Sealing | 2,800.00 |
| Executive Court I & II | 20HP1170 | 4,143.00 |
| Executive Court I & II | 21HP1222 - Second flr Catwalk Flashing | 15,125.00 |
| Executive Court II | 21HP0308 - Entrance Canopy Columns | 2,349.00 |
| Exeter C @ Kings Point | 19HP1012 52 Townhouses Ptg | 57,860.00 |
| Extreme Restoration Services Inc | 20HP0793 - Front Entrance | 2,500.00 |
| Fabritius, Eric | 19HP1262 ext ptg | 10,485.00 |
| Fairfax B | 19HP1394 Ext Ptg | 5,200.00 |
| Fairfield @ Boca POA | 19HP0123 Town homes - Painting | 42,000.00 |
| Fairfield @ Boca POA | 19HP0955 Pool Deck | 5,955.00 |
| Fairfield @ Boca POA | 19HP0958 Painting perimeter wall | 9,250.00 |
| Fairfield at Boca | 23HP0617 Front ID Sigh | 1,770.00 |
| Fairfield at Boca Master Assoc. | 23HP1201 Exterior Painting | 37,650.00 |
| Fairmont @ Wycliffe Country Club | 21HP0484 - Mailbox Ptg | 5,349.00 |
| Fairmont @ Wycliffe Country Club | 21HP1073 - Signs | 1,990.00 |
| Fairway Bend HOA @ Broken Sound | 22HP0253 Mailboxes | 3,834.00 |
| Fairway Greens | 24HP0712 Exterior Painting | 286,135.00 |
| Fairway Greens | 24HP0837 Balcony Painting | 13,485.00 |
| Fairway Point Common Facilities Assoc. | 19HP0250 Ext Ptg Pool house | 4,895.00 |
| Fairway Point Common Facilities Assoc. | 21HP2053-Support Poles | 5,985.00 |
| Fairway Point Condo I Assoc.@ Boca West | 21HP1480 Interior Stairwell Painting | 14,500.00 |
| Fairway Pointe at Broken Sound | 21HP0753 - Ext Ptg | 135,780.00 |
| Fairway Pointe at Broken Sound | 22HP0255 Light Pole Painting | 2,310.00 |
| Fairway Pointe at Broken Sound | 23HP0151 Light Pole Painting | 2,590.00 |
| Fairway Pointe at Broken Sound | 24HP0114 Mailbox Painting | 4,375.00 |
| Fairway Pointe at Broken Sound | Fairway Pointe at Broken Sound - Other | 14,850.00 |
| Fairway Pointe HOA | 21HP1346-Front Gate Painting | 8,010.00 |
| Fairway Pointe HOA | 21HP1454 Fiberglass Pole Painting | 1,595.00 |
| Fairway Views at Carolina | 19HP0299 Ext Ptg | 21,900.00 |
| Fairway Views at Carolina | 20HP0334 - Ext Ptg | 18,200.00 |
| Fairway Views at Carolina | 21HP0091 - Ext. Ptg. | 21,000.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Fairway Views at Carolina | 22HP0813 Exterior Painting | 24,640.00 |
| Fairway Views at Carolina | 23HP0105 Exterior Painting | 23,100.00 |
| Fairways @ Weston Hills CC | 19HP0239 - Paint 5 homes & PC | 16,500.00 |
| Fairways @ Weston Hills CC | 20HP0661 - Roof Cleaning | 9,750.00 |
| Fairways @ Weston Hills CC | 20HP0662 - Ext Ptg | 19,300.00 |
| Fairways @ Weston Hills CC | 22HP0037 House Painting & Cleaning | 16,500.00 |
| Fairways @ Weston Hills CC | 23HP0078 Roof Cleaning | 26,065.00 |
| Fairways @ Weston Hills CC | 23HP1193 Exterior Painting | 12,600.00 |
| Fairways of Tamarac | 20HP0159 - Ext Ptg | 72,075.00 |
| Fairways Regency Club | 19HP0626 ptg | 234,000.00 |
| Falcon, Scott | 22HP1485 Waterproofing | 1,650.00 |
| Fanshaw Building | 22HP1328 Pipe Painting | 1,250.00 |
| Fass, Ron & Rose | 20HP1269 - Window frames etc | 2,083.00 |
| Fatout | 21HP0657 - Roof Coating | 1,300.00 |
| FAU | 24HP0437 Stairwells | 98,000.00 |
| FAU | 24HP0801 Pavillion | 2,674.00 |
| FAU | 24HP0878 IRT Building Hallways | 10,848.00 |
| FAU | 24HP0879 HPT Building Hallways | 19,056.00 |
| FAU | 24HP0880 APT Building Hallways | 6,782.00 |
| FAU | 24HP0882 Parliament Elevator Lobbies | 5,975.00 |
| FAU | 24HP0897 GPT Building 1st Floor | 3,315.00 |
| Faulk, Tina | 20HP1540 - Ext ptg | 3,160.00 |
| Feinman , Harvey | 21HP0328 - Ext. Ptg. | 5,285.00 |
| Feinstein, Andy | 23HP0080 Exterior Painting | 3,360.00 |
| Feinstein, Sheldon | 20HP0155 - Ext Ptg | 2,685.00 |
| Feldcamp, Elissa | 24HP0301 Exterior Painting | 1,985.00 |
| Feldman, Susan | 23HP0246 Door Painting | 1,435.00 |
| Feldmann, Gladys | 23HP0199 Exterior Painting | 4,510.00 |
| Fenton, Lourdes | 24HP0136 Exterior Painting | 1,785.00 |
| Fenton, Wendy | 20HP1107 - Hurricane Shutter Ptg | 1,650.00 |
| Ferber, Miriam | 22HP0489 Exterior painting | 2,665.00 |
| Ferber, Miriam | 23HP1041 Exterior Painting | 12,985.00 |
| Ferguson, Amy | 22HP0825 Electrostatic Painting | 11,985.00 |
| Fernandez, Kristin | 20HP2001 - Ext Ptg | 1,192.50 |
| Ferreira, Mauricio | 19HP0400 - Int Ptg | 13,655.00 |
| Ferreira, Mauricio | 19HP0696 int ptg | 3,875.00 |
| Ferrera, Mike | 20HP1604 - Ext Ptg | 7,680.00 |
| Ferro, Melissa | 23HP0860 Exterior Painting | 1,115.00 |
| Ferrusi, Louis | 21HP2165 Exterior Painting | 6,825.00 |
| Fiammetta, Rose | 24HP0093 Exterior Painting | 2,400.00 |
| Fields, Ann | 21HP1327-Exterior Painting | 3,020.00 |
| Fifteen Hundred Medical Condo Association | 20HP0420 - Repair & Ptg | 35,228.55 |
| Figueiredo, Caleb | 21HP2043 Remove & Replace Driveway | 8,840.00 |
| Filipazo, Charlie | 24HP0145 Door Painting | 5,600.00 |
| Filsinger, Cary | 21HP1460-Interior Painting | 5,885.00 |
| Fineberg, Robert | 22HP0105 Replace Plywood | 1,450.00 |
| Firenze | 19HP0574 Ptg shutters | 3,879.00 |
| Firenze | 20HP0936 - Paint/Stucco Repair | 1,200.00 |
| First Baptist Church at Weston | 19HP1423 - Ext Ptg | 38,485.00 |
| First Baptist Church at Weston | 20HP0490 - New Foam | 2,100.00 |
| First Baptist Church at Weston | 20HP0668 - Int ptg of Worship Center | 12,985.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| First Baptist Church at Weston | 21HP0765 - Roof cleaning | 1,685.00 |
| First Baptist Church at Weston | 21HP2092 Railing, Stairwell & Flooring | 6,500.00 |
| First Baptist Church at Weston | 22HP0807 Interior Painting | 20,415.00 |
| First Baptist Church at Weston | 22HP1412 INterior Painting Office | 6,500.00 |
| First Baptist Church at Weston | 23HP0186 Interior painting | 3,995.00 |
| First Baptist Church at Weston | 23HP0553 Interior Painting | 4,200.00 |
| First Baptist Church at Weston | 23HP0586 Preschool Hallway | 5,059.50 |
| First Baptist Church at Weston | 23HP0590 Playground | 5,920.00 |
| First Baptist Church at Weston | 24HP0850 Touch Ups | 4,545.11 |
| First One Construction | 22HP0438 Chase Two Coats | 7,000.00 |
| First One Construction | 22HP0584 Interior Painting | 13,900.00 |
| First One Construction | 22HP0650 Interior Painting | 5,100.00 |
| First One Construction | 23HP0208 Misc Painting | 8,500.00 |
| First One Construction | 23HP0474 Interior & Exterior Painting | 1,500.00 |
| Fisch, Charlene | 23HP0042 Exterior Painting | 4,285.00 |
| Fischer, David | 21HP1571 - Interior Painting | 13,696.19 |
| Fish, Jim | 24HP1062 Exterior Painting | 3,890.25 |
| Fisher, Eileen | 22HP0990 Exterior Painting | 2,971.80 |
| Fisher, Steve. | 20HP1181 - Ext Ptg | 9,914.70 |
| Fisher, Steve. | 21HP0435 - Roof Painting | 3,825.00 |
| Flamingo Gardens Phase Six | 21HP2054-Exterior Painting | 123,120.00 |
| Flamingo Gardens Phase Six | 21HP2114 Pool Fence & Deck | 3,925.00 |
| Flamingo Gardens Phase Six | 21HP2116 Perimeter Wall | 11,660.00 |
| Flamingo Gardens Phase Six | 23HP0744 Interior Project | 14,406.75 |
| Flamingo Park OTFS LLC | 20HP0800 - Ptg int office & wall | 4,339.05 |
| Flanders | 20HP1922 - Floors | 15,780.00 |
| Flanders J | 19HP0293 Ext Ptg | 25,890.00 |
| Flanders L | 20HP0911 - Floor Coating | 15,780.00 |
| Flanders L | 20HP1952 - Paint Railings | 2,785.00 |
| Flanders O | 19HP0268 PC & Clear Coat | 2,885.00 |
| Fleming, Josiane | 22HP1228 Exterior Painting | 3,400.00 |
| Floranada P.O.A. | 19HP0360 Community PC | 1,022.35 |
| Floranada P.O.A. | 19HP1123 Community PC | 1,022.35 |
| Floranada P.O.A. | 20HP1183 - Cmmty PC | 1,422.35 |
| Flynn, Danny | 19HP0640 Ext Ptg | 7,935.00 |
| Foley, Mark* | 21HP1941 Exterior Painting | 6,835.00 |
| Forbes, Alexander | 19HP1261 int ptg | 6,400.00 |
| Forbes, Alexander | 22HP0683 Exterior Painting | 6,685.00 |
| Forest Lakes Townhomes | 20HP1243 - Comml Ptg | 70,070.00 |
| Forest Lakes Townhomes | 20HP1261 - Cmmty Car Stop PC | 1,625.00 |
| Forest Oak at Poinciana Parc | 22HP0598 Exterior Painting | 215,730.00 |
| Forest Oak at Poinciana Parc | 22HP0945 Perimeter Wall | 2,550.00 |
| Forest Oak at Poinciana Parc | 23HP0089 Plaques | 6,345.00 |
| Forman, Robert | 22HP0633 Exterior Painting | 3,285.00 |
| Forrest, Allen | 20HP0790 - ext house ptg | 2,610.00 |
| Forsythe Park Condominium | 22HP0519 Exterior Painting | 25,998.00 |
| Forsythe, Dan | 21HP1573 Exterior Painting | 3,535.00 |
| Foti, Trish | 21HP1595 Exterior Painting | 4,484.00 |
| Fouch, Randy | 22HP0167 Exterior Painting | 4,660.00 |
| Fountain Springs I | 21HP2156 Repainting | 314,906.00 |
| Fountain Springs II | 19HP1398 Ext Ptg | 182,045.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Fountain Springs IV | 20HP1446 - Ptg Fences | 37,900.00 |
| Four Winds on the River Condo Assoc., Inc | 19HP0472 Ext Ptg | 36,295.50 |
| Fox Landing | 23HP0139 Pressure Cleaning | 2,575.00 |
| Fox Landing | 23HP0326 Interior & Exterior Painting | 16,320.00 |
| Fox Landing | 23HP0379 Mailboxes and Light Poles | 7,715.00 |
| Fox Landing HOA | 19HP1332 Ptg exit & entry gates | 1,600.00 |
| Fox Landing HOA | 19HP1333 Ptg Cornerbeads & bands | 1,775.00 |
| Fox Ridge HOA | 24HP0228 Light Poles & Signs | 15,235.00 |
| Fox, Michael | 21HP1538 Exterior painting | 3,285.00 |
| Franco, Melissa | 20HP1060 - Ext ptg | 6,500.00 |
| Fraser, George | 21HP0385- Exterior Painting | 2,795.00 |
| Frater, Shelly | 21HP0272 - Ext. Ptg. | 5,800.00 |
| Frater, Shelly | 21HP1832 Misc Painting | 1,485.00 |
| Frechette, Wayne | 22HP1294 Exterior Painting | 4,600.00 |
| Freed, Gerland | 24HP0585 Exterior Painting | 15,635.00 |
| Freedman, Renay | 24HP0860 Roof Tile Painting | 5,196.32 |
| Freeman , Romi | 21HP0315- Window frames , sliders & Shutt | 4,316.00 |
| Freeman, Elaine | 21HP0856-Repaint Windows and Doors | 2,002.00 |
| Freeman, Seymour | 21HP0771 - Ext Ptg | 6,785.00 |
| Freeman, Seymour | 21HP1274-Install Pexiglass | 1,885.00 |
| French Leave Condominium Association Inc | 20HP1955 - Paver Cleaning | 1,300.00 |
| French Villas of Lighthouse Point | 19HP0833 ptg walkways | 9,385.00 |
| Freund, Marti | 20HP0315 - Ext Ptg | 2,585.00 |
| Frey, Nick | 22HP0756 Exterior Painting | 8,370.00 |
| Friedkin, Monte | 19HP0144 - Front door | 1,585.00 |
| Friedman, Linda | 19HP1528 Wood Removal | 9,810.00 |
| Friedman, Linda | 19HP1529 Ext Ptg | 3,585.00 |
| Friedman, Mitchel | 22HP0515 Exterior Painting | 9,985.00 |
| Friedman, Pamela | 22HP1010 Stucco Patch | 1,285.00 |
| Friedman, Richard* | 21HP1911 Pressure Cleaning | 5,800.00 |
| Friedman, Robert* | 22HP0959 Exterior Painting | 12,285.00 |
| Friedsam, Ron | 19HP0384 Ext Ptg | 2,040.00 |
| Friedsam, Ron | 21HP0875 - Exterior Painting Touch up | 1,495.00 |
| Frischer, Randy | 24HP0803 Sign Up Villa Monteverde Soffits | 1,008.00 |
| Fromm, Penni | 21HP2020 Remedial Cleaning &Painting | 1,060.00 |
| Frost, Tina | 21HP0461- Exterior Ptg | 2,435.00 |
| Furlong, Peggy | 24HP0409 Exterior Painting | 3,785.00 |
| Furmanski, Alex | 23HP0912 Exterior Painting | 2,100.00 |
| Furst, Shannon | 21HP1315-Exterior Painting | 2,185.00 |
| Gables on the Green | 19HP0972 64 vent replacement | 86,520.88 |
| Gables on the Green | 19HP0993 Lobby wall/planters | 1,200.00 |
| Gables on the Green | 19HP1139 Vent repairs 1502 & 1103 | 1,050.00 |
| Gables on the Green | 19HP1281 Exploratory work T & M | 53,321.52 |
| Gables on the Green | 19HP1477 drywall repairs | 1,200.00 |
| Gables on the Green | 19HP1478 Water test and proofing | 1,050.00 |
| Gables on the Green | 20HP0725 | 24,200.00 |
| Gables on the Green | 20HP1529 - Swing stage Investigation | 17,340.00 |
| Gables on the Green | 21HP1534 Drain Leak Injection | 4,000.00 |
| Gabriel, Kathy | 21HP1075-Exterior Painting | 3,535.00 |
| Gagerman, Gary | 20HP1545 - Ext Ptg | 2,875.00 |
| Gallagher Properties LLC | 21HP0615 - Commercial Painting | 34,170.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Gallagher, Lauren | 21HP1953-Interior Painting | 2,150.00 |
| Gallego, Lindsay | 21HP0776 - Ext Ptg | 2,500.00 |
| Gallegos, David | 19HP0182 - Ext Ptg, PC, & remove & replac | 5,720.00 |
| Galleon Condominium | 21HP1521 Exterior Painting | 73,726.00 |
| Galleon Condominium | 22HP0689 Railing Painting | 1,585.00 |
| Gambino, Carol | 20HP0271 - Ext Ptg | 4,210.00 |
| Garabaya, Daniel | 24HP0859 Exterior Painting | 2,703.79 |
| Garber, Keith | 22HP1219 Touch Up Painting | 1,500.00 |
| Garber, Keith | 22HP1351 Misc Painting | 1,450.00 |
| Garcia, Josie | 22HP0500 Exterior Painting | 3,870.00 |
| Garcia, Nelson | 21HP1880-La Vida Exterior Painting | 3,060.00 |
| Garden in The Grove Condo 2 | 22HP0381 Comm Painting Project | 48,120.00 |
| Garden in the Grove Condo I | 22HP0447 Exterior Painting | 46,880.00 |
| Garden Oaks HOA | 21HP1510 Exterior Painting | 689,569.00 |
| Garden Oaks HOA | 24HP0718 Perimeter Wall | 8,495.00 |
| Gardenia Place | 21HP1337-Exterior Painting | 37,070.00 |
| Gardens of Palm Aire | 20HP0168 - Ext Ptg | 399,044.57 |
| Gardner, Paul | 19HP0798 window caulking | 1,905.00 |
| Garland/DBS, Inc. | 19HP0130 MD Alonzo & Tracy Morning HS | 117,969.55 |
| Garland/DBS, Inc. | 19HP1298 Okeechobee Gym & Vocational bld | 18,421.10 |
| Garland/DBS, Inc. | 20HP1337 - PAL Gym Repairs | 10,500.00 |
| Garland/DBS, Inc. | 20HP1400 - Hialeah Elem. School | 72,372.00 |
| Garland/DBS, Inc. | 20HP1514 - Nicklaus/FUX Corridor | 16,000.00 |
| Garland/DBS, Inc. | 20HP2006 - Shadowlawn Elementary | 788,040.00 |
| Garland/DBS, Inc. | 20HP2052 - Mount Sinai Med. | 6,000.00 |
| Garland/DBS, Inc. | 21HP0038 - Ft. Lauderdale Airport | 4,850.00 |
| Garland/DBS, Inc. | 21HP1150-Parking Garage #2 Exterior | 16,200.00 |
| Garland/DBS, Inc. | 21HP1196 - Sherbrook Shoppes | 34,380.00 |
| Garland/DBS, Inc. | 21HP1476-Palmetto General Ext Repairs | 10,466.00 |
| Garland/DBS, Inc. | 21HP1918-NCH Miami Lakes | 10,025.00 |
| Garland/DBS, Inc. | 22HP0202 Nicklaus Bridge | 8,404.00 |
| Garland/DBS, Inc. | 22HP0662 N Miami South Wall | 27,500.00 |
| Garland/DBS, Inc. | 22HP0962 NMB Leak repair | 1,800.00 |
| Garland/DBS, Inc. | 22HP1336 | 5,400.00 |
| Garland/DBS, Inc. | 23HP0136 Nicklaus Childerns Concrete Repa | 1,850.00 |
| Garland/DBS, Inc. | 23HP0234 Arthrex Rooftop | 10,029.14 |
| Garland/DBS, Inc. | 23HP0466 Nicklaus Childrens | 8,250.00 |
| Garland/DBS, Inc. | 24HP0624 NCH Palmetto Bay Clinic | 39,400.00 |
| Garrett, Lon | 23HP0288 Exterior Painting | 2,885.00 |
| Garrison, Evelyn | 23HP0244 Popcorn Removal | 3,285.00 |
| Gaylor, Ted | 20HP1956 - Ext Ptg | 6,225.00 |
| Geisking, Mike | 21HP1404-Exterior Painting | 2,485.00 |
| Genesio, Tony | 21HP1087-Driveway Painting | 1,285.00 |
| Genzer, Norman | 20HP1061 - Ext ptg | 9,200.00 |
| Georghiou, Diane | 24HP0670 Interior Painting | 8,185.00 |
| Geraci, Gearge Ann | 21HP0831 - Exterior Painting | 2,240.00 |
| Gerald B. Yutan | 23HP0106 Interior Painting | 1,285.00 |
| Gergora, Mike | 21HP1112-Stucco Patch | 2,185.00 |
| Germain, Barbara | 21HP1906 Exterior Paintinfg | 2,185.00 |
| Germaine, Bill | 20HP0961 - Misc repairs | 1,285.00 |
| German, Libby | 24HP0975 Interior Painting | 2,173.50 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Gershman, Rubert | 21HP0548 - Painting | 2,585.00 |
| Gherman, Scott | 22HP0190 Pressure Cleaning | 1,360.00 |
| Gilman, Robert | 21HP1957 Exterior Painting | 9,200.00 |
| Gilner, Stacy | 22HP0316 Exterior Painting | 10,570.00 |
| Gingerwood Place | 21HP0603 - Ext. Ptg. | 63,125.00 |
| Gionti, Noelle | 20HP0407 - Ext Ptg | 1,885.00 |
| Gittleman, Adam | 20HP2040 - Ext Ptg | 4,785.00 |
| Giumenta, Tina | 20HP0308 - Ext Ptg | 2,285.00 |
| Glaser, Todd | 21HP1865 Waterproofing | 376,754.00 |
| Gleiber | 20HP1510 - Ext Ptg | 12,060.00 |
| Gleiber, Robert | 21HP1893 Interior Painting | 5,385.00 |
| Gleiber, Robert | 21HP2097 Exterior Painting | 3,120.00 |
| Gleiber, Robert | 22HP0162 Exterior Painting | 12,500.00 |
| Glen Eagles 2 | 23HP1082 Crack Repair | 2,798.00 |
| Glen, Leslie | 24HP0632 Exterior Painting | 5,485.00 |
| Glenn, John | 23HP1075 Interior Painting | 2,800.00 |
| Golab, Stephan | 21HP1393-Ecterior painting | 3,000.00 |
| Goldberg, Ann & Barry | 19HP1259 ext ptg | 3,740.00 |
| Goldberg, Eric | 24HP0672 Ceiling Painting | 1,589.00 |
| Goldberg, Harvey | 20HP2089 - Ptg hurricane shutters | 4,605.00 |
| Golden Isles Condo | 20HP0737 - Ext Ptg | 64,500.00 |
| Golden, Bob | 21HP0787 - Door Ptg | 1,335.00 |
| Goldenfarb, Colleen | 20HP0655 - Ext Ptg | 4,205.00 |
| Goldman & Daszkal Personal Injury Law | 21HP1754 Exterior Painting | 6,240.00 |
| Goldman , Robert | 21HP0343 - Painting (Greystone) | 2,400.00 |
| Goldman, Barbara | 24HP0032 Exterior Painting | 3,885.00 |
| Goldman, Glen | 21HP1410-Sign Up Ocean Graande-Ext paint | 4,290.25 |
| Goldman, Lisa | 21HP2000-Exterior Painting | 45,460.00 |
| Goldman, Lisa | 21HP2001 Interior Painting | 52,050.00 |
| Goldman, Lisa | 24HP0156 Roof Cleaning | 1,885.00 |
| Goldman, Susan | 21HP0336- Window frames &sliders | 1,001.00 |
| Goldrick, Mike | 20HP0900 - Carport Vaporblast | 1,250.00 |
| Goldsmith, Elizabeth | 24HP0054 Paint Ceiling | 1,885.00 |
| Goldstein, Bob | 23HP1209 Exterior Painting | 7,185.00 |
| Goldstein, Marica & Brian | 21HP1279-Exterior Painting | 4,285.00 |
| Goldstein, Robert & Karen | 22HP0029 Exterior Painting | 4,155.00 |
| Golfview Estates | 22HP1451 Roof & Bldg Painting | 41,950.00 |
| Golfview Harbour Estates HOA., Inc. | 19HP0936 ext ptg | 123,330.00 |
| Gonzales, Altair | 23HP0830 Interior Painting | 2,700.00 |
| Gonzales, Altair | 23HP0833 Exterior Painting | 3,385.00 |
| Gonzalez, Lisa | 21HP1033-Exterior Painting | 2,885.00 |
| Gonzalez, Michelle | 20HP1929 - Ext. Ptg. | 11,625.00 |
| Gordon, Caroline | 23HP0029 Fascia Painting | 1,285.00 |
| Gordon, Caroline | 24HP0017 Exterior Painting | 4,000.00 |
| Gordon, Jason | 24HP0768 Misc Painting | 1,200.00 |
| Gottdiener, Gary | 21HP2039 Touch Up Painting | 1,470.00 |
| Gottdiener, Gary | 23HP0195 Interior Painting | 1,085.00 |
| Gotterer, David | 19HP1253 Ext Ptg | 5,632.00 |
| Gottieb, Ilene | 24HP0359 Exterior Painting | 2,295.00 |
| Gouge, Stacy | 22HP0618 Interior Painting | 3,335.00 |
| Governors Walk | 20HP0431- Ext Ptg | 1,385.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Governors Walk | 20HP1309 - Touch up ptg | 1,655.00 |
| Governors Walk | 21HP0577 - Remove & replace rusted corner | 12,060.00 |
| Governors Walk | 22HP0942 Mailboxes and Signs | 3,940.00 |
| Grabba Leaf | 22HP0895 Interior Warehouse Painting | 97,039.00 |
| Graber, Mylissa | 20HP1411 - Ext. ptg. | 7,885.00 |
| Graff. Les | 23HP0338 Sign Up Bent Creek PIllar Repair | 1,250.00 |
| Gramercy Square POA | 19HP0914 ptg poles | 5,650.00 |
| Gramercy Square POA | 19HP1099 PC roofs | 4,885.00 |
| Grand Bay P.O.A., Inc. | 23HP0694 Roof Cleaning | 15,900.00 |
| Grand Cypress Estates* | 22HP0151 Gazebo Painting | 1,895.00 |
| Grand Cypress Estates* | 23HP0283 Misc Painting | 21,025.00 |
| Grand Orchid Estates | 22HP0344 Prof Comm Painting Project | 2,500.00 |
| Grand Orchid Estates HOA | 20HP1571 - Privacy Wall | 1,685.00 |
| Grand Orchid Estates HOA | 21HP1717 Perimeter Wall | 1,185.00 |
| Grand Orchid Estates HOA | 24HP0235 Perimeter Wall | 1,115.00 |
| Grand Palms Master | 19HP0371 Ext & Int Ptg | 2,880.00 |
| Grande Fairfield | 20HP1490 - PC roof | 16,800.00 |
| Granick, Michelle | 22HP1320 Interior Painting | 2,104.00 |
| Greater Hollywood & Hallandale Beach YMCA | 22HP0667 Pre-Scchool | 4,675.00 |
| Greater Hollywood & Hallandale Beach YMCA | 22HP0863 Interior painting | 6,755.00 |
| Greater Hollywood & Hallandale Beach YMCA | 22HP0923 Hallway Walls | 3,800.00 |
| Greater Hollywood & Hallandale Beach YMCA | 22HP1423 Spot and Studio | 3,975.00 |
| Greater Hollywood & Hallandale Beach YMCA | 23HP0048 Childrens Pool | 1,780.00 |
| Greater Hollywood & Hallandale Beach YMCA | 23HP0142 Wall Painting | 1,400.00 |
| Greco, Maria | 22HP0888 Fascia Painting | 1,385.00 |
| Grecsek, Heidi | 24HP0074 Exterior Painting | 5,100.00 |
| Green, Barry | 23HP0251 Exterior Painting | 7,485.00 |
| Green, Douglas | 20HP0939 - Ext Ptg | 4,690.00 |
| Green, Peter | 22HP1256 Exterior Painting | 3,185.00 |
| Greenbaum, Diane | 22HP0414 Exterior Painting | 2,270.00 |
| Greenberg, Craig (ascot @ polo club) | 19HP0215 Ext Ptg | 2,785.00 |
| Greenberg, David | 24HP0903 Interior Painting | 3,890.00 |
| Greenberg, Howard | 20HP1727 - Ext Ptg | 6,000.00 |
| Greenberg, Janet | 23HP0339 Sign Up Bent Creek Pillar Repai | 1,875.00 |
| Greenberg, Roberta | 20HP0151 - P C & Ext Ptg | 4,690.00 |
| Greenberg, Sandra | 21HP2082 Exterior Painting | 6,010.00 |
| Greenberger, Mark | 22HP0697 Exterior Painting | 5,000.00 |
| Greene, Beth | 20HP0541 - Ext Ptg | 2,300.00 |
| Greene, Jonathan | 21HP0071 - Ext. Ptg. | 8,160.00 |
| Greene, Rick | 23HP0700 Exterior Painting | 11,000.00 |
| Greene, Rick | 24HP0203 Exterior Painting | 2,300.00 |
| Greenglades Condominium | 19HP0883 PC & Seal 8409, 8415, 8419, 8441 | 7,667.00 |
| Greenglades III | 19HP0398 Sealing of walkways | 2,980.00 |
| Greenglades III | 22HP0254 Pressure Clean Catwalks | 2,370.00 |
| Grey Stone Homeowners Association, Inc. | 20HP0363 - Ext Ptg | 142,110.00 |
| Grey Stone Master Association | 20HP0364 - Ext Ptg | 9,827.00 |
| Griffith, Haden | 23HP0721 Exterior Painting | 2,540.00 |
| Grimm, Michelle & Eric | 22HP0161 Exterior Painting | 2,850.00 |
| Grimm, Michelle & Eric | 22HP0437 Interior Painting | 2,285.00 |
| Groesbeck, Gretchen | 23HP0490 Pressure Cleaning | 1,885.00 |
| Groesbeck, Gretchen | 23HP0682 Exterior Painting | 3,885.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Gross, Ellen | 21HP1133-Gross, Ellen-Sign up Ocean Grand | 1,660.00 |
| Gross, Judy | 20HP1059 - Ext Ptg | 3,285.00 |
| Gross, Larry | 21HP1457-Exterior Painting | 7,305.00 |
| Grossman, Gina | 20HP1662 - Ext ptg | 10,885.00 |
| Grossman, Gina | 20HP1663 - Soffit Screen | 2,885.00 |
| Grotsky, Harvey | 19HP0639 Ext Ptg | 3,485.00 |
| Grotsky, Harvey | 23HP0214 Exterior Painting | 3,485.00 |
| Grozbean, Stuart | 21HP0291 - Int. Ptg. | 2,750.00 |
| Grozbean, Stuart | 22HP0529 Exterior Painting | 3,285.00 |
| Grub, Erica | 20HP0481 - Exterior Painting | 5,200.00 |
| Grubs, Jeff | 24HP0657 Interior painting | 12,885.00 |
| Guerrero, Kevin | 24HP0752 Interior Painting | 1,655.00 |
| Guilford at Century Village | 21HP2008 Bldg A Exterior Painting | 29,235.00 |
| Guilford at Century Village | 21HP2009-Bldg B Exterior Painting | 29,235.00 |
| Guilford at Century Village | 21HP2010-Bldg C Exterior Painting | 29,235.00 |
| Guilford at Century Village | 21HP2011 Bldg D Exterior Painting | 29,235.00 |
| Guilford at Century Village | 21HP2012 Bldg E Exterior Painting | 29,235.00 |
| Gulfstream Views | 23HP0710 Pressure Clean | 1,125.00 |
| Gumbel, Greg | 23HP1076 Misc Painting & Repairs | 19,887.25 |
| Gusky, Robin | 20HP1111 - Ext Ptg | 14,850.00 |
| Gusky, Robin | 20HP1112 - corner bead/chimney repair | 2,355.00 |
| Gusky, Robin | 20HP1653 - Rear Balcony Repair | 12,490.00 |
| Gutch, Eileen | 20HP1742 - Ext Ptg | 2,885.00 |
| Guttman, Barney | 19HP0059 exterior painting | 3,740.00 |
| Guttman, Barney | 22HP1486 Exterior Painting | 1,285.00 |
| Guttman, Jack | 20HP0265 - Ext Ptg | 1,210.00 |
| H & M Realty | 21HP2183 Flower Boxes | 2,480.00 |
| Haddad, Maria | 22HP1037 Exterior Painting | 3,815.00 |
| Hagler, Alan | 20HP0153 - Ext Ptg | 2,685.00 |
| Hagler, Alan | 20HP1684 - Ext Ptg | 2,685.00 |
| Haimbach, Frank | 23HP0757 Aluminum Fence | 3,360.00 |
| Hallandale Beach Yacht Club | 19HP0266 PC maintenance cleaning | 1,600.00 |
| Hallmark Construction Enterprises | 21HP2076 Exterior Painting Green Dragon | 11,250.00 |
| Hamilton Place @ Woodfield CC | 19HP0012 Beautification | 19,626.84 |
| Hamilton Place @ Woodfield CC | 20HP1582 - Qtrly PC | 3,700.00 |
| Hamilton Place POA | 22HP0658 Remedial Cleaning | 7,525.00 |
| Hamilton Place POA | 23HP0148 Light Poles | 3,590.00 |
| Hammocks Trail @ River Bridge | 19HP0381 Ptg Ext Monument walls | 1,485.00 |
| Hampton Club H.O.A., Inc. @ Newport Bay | 19HP1328 Ptg mailboxes | 4,578.00 |
| Hampton Club H.O.A., Inc. @ Newport Bay | 22HP1263 Exterior Painting | 91,872.06 |
| Hampton Club H.O.A., Inc. @ Newport Bay | 22HP1264 Mailboxes | 6,426.00 |
| Hampton Club H.O.A., Inc. @ Newport Bay | 23HP0130 2nd Coats | 4,500.00 |
| Hampton Club H.O.A., Inc. @ Newport Bay | 23HP0166 Additional Residential Work | 3,160.00 |
| Hampton Club H.O.A., Inc. @ Newport Bay | 23HP0276 Front Entrance | 1,575.00 |
| Hampton Court at the Polo Club | 19HP0431 Beuatification 2019-2024 | 160,320.00 |
| Hampton Court at the Polo Club | 19HP0992 chemically clean | 1,445.00 |
| Hampton Court at the Polo Club | 20HP1330 - Clean sidewalks/street curbs | 1,445.00 |
| Hampton Court at the Polo Club | 21HP1816 Walkways to Patio | 2,130.00 |
| Hampton Court at the Polo Club | 21HP2093 Chemical Clean Sidewalk & Street | 1,445.00 |
| Hampton Court at the Polo Club | 22HP0939 Sidewalks and Curbs | 1,585.00 |
| Hampton Court at the Polo Club | 23HP0645 Driveways/Walkways | 5,690.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Hampton Court at the Polo Club | 24HP0854 Pressure Cleaning | 5,974.00 |
| Hampton House East | 20HP1941 - Ext. Ptg. | 15,550.00 |
| Hampton Office Park | 22HP0986 Window Frames | 7,625.00 |
| Hamptons @ Woodfield Country Club | 19HP0157 Exterior painting | 1,140.00 |
| Hamptons Square Plaza | 22HP0384 Stucco and Bumpers | 3,314.00 |
| Hancsak, Bill | 22HP0039 Interior Painting | 11,778.50 |
| Hand, Shaun | 20HP1378 - ext ptg | 9,435.00 |
| Handel, Morton | 21HP1924 Exterior Painting | 10,885.00 |
| Handel, Rob | 23HP0670 Exterior Painting | 4,419.00 |
| Handler, Jeffrey | 20HP1951 - Sealing Paver | 2,810.00 |
| Hansen, Chris | 24HP0544 | 1,184.00 |
| Harbor Club | 21HP1546 Exterior Painting | 9,600.00 |
| Harbor Club | 22HP0776 North Attahced 2 Story Bldg | 9,600.00 |
| Harbor Club | 23HP0481 Exterior Painting | 15,650.00 |
| Harbor Hall Inlet Club I | 20HP0937 - Window caulk & Water proof | 1,200.00 |
| Harbour @ Janthan's Landing | 24HP0633 Lantern Painting | 2,065.00 |
| Harbour Green HOA @ Broken Sound | 24HP0909 Mailbox Painting | 1,750.00 |
| Harbour Hall Inlet Club | 20HP0310 - Ext Ptg | 1,800.00 |
| Harbour Ridge Yacht & Country Club | 23HP0423 Exterior Painting | 158,650.00 |
| Harbour Towers | 21HP2181 Exterior Painting | 62,590.00 |
| Harbour Villas Condo | 23HP0144 Roof Painting | 18,360.00 |
| Harned, Bob & Noreen | 21HP1973 Painting/Caulking | 1,905.00 |
| Haron, David | 23HP0347 Misc Painting | 1,570.00 |
| Harper's Landing | 22HP0016-Exterior Painting | 41,865.00 |
| Harris, Adele | 19HP1441 Ext Ptg | 4,160.00 |
| Harris, Danielle | 19HP1095 Ext Ptg | 4,000.00 |
| Harris, Dr. | 20HP1047 - Ptg patio/driveway recoat | 1,785.00 |
| Harrison, Jimmy | 21HP0107 - Ext. Ptg. | 19,000.00 |
| Harrison, Jimmy | 24HP0046 Exterior Painting | 5,940.00 |
| Harrison, Jimmy | 24HP0109 Interior Painting | 1,500.00 |
| Hartman, Alyce | 23HP0287 Exterior Painting | 6,885.00 |
| Hartman, Alyce | 23HP0358 Wood Repair | 13,585.00 |
| Hartzell Plumbing | 21HP2049 Davie Job | 10,175.00 |
| Hartzell Plumbing | 21HP2150 Boca Raton Change Order | 20,825.00 |
| Hass, Jeffrey | 21HP1746 Window Glazing | 2,481.00 |
| Hasslinger, Rick | 21HP1585 Interior Painting | 13,385.00 |
| Hasson, Jean | 19HP0612 Ext Ptg 2nd job | 2,620.00 |
| Hauger, Barbara | 21HP1415-Exterior Painting | 2,885.00 |
| Hayman, Jim | 20HP0492 - Ext Ptg | 4,385.00 |
| Hearne, Agnes | 21HP0622- Professional Roof Cleaning | 1,035.00 |
| Heath, Paul | 22HP0267 Exterior Painting | 2,885.00 |
| Hebert, Francois | 21HP1591 Interior Painting | 4,160.00 |
| Hecht, Scott | 21HP1151-Touch Up Painting | 1,080.00 |
| Hedman, Donna | 20HP0028 - EXT PTG | 2,417.00 |
| Hehner, James | 21HP1529-Window Glazing | 4,021.36 |
| Hellig, Jack | 20HP0555 - Ext. Painting | 4,825.00 |
| Henze, Scott | 22HP1247 Materials | 1,087.75 |
| Heritage Club HOA at Ibis | 23HP0671 Exterior Painting | 108,691.00 |
| Heritage Club HOA at Ibis | 24HP0078 Pressure Cleaning | 1,330.00 |
| Heritage Club HOA at Ibis | 24HP0760 Perimeter Wall | 5,938.00 |
| Heritage Landings Condominium | 23HP1121 Brick Coating | 84,540.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Heron Bay Community | 22HP0752 Light Poles | 47,465.00 |
| Heron Bay Watersway Shoppes | 19HP0282 Ext Ptg | 47,640.00 |
| Herrera, Fernanda | 23HP0492 Exterior Painting | 3,485.00 |
| Herrera, Fernanda | 23HP0552 Sandblast & Stain Driveway | 2,135.00 |
| Hershman, Jeff | 22HP0694 Exterior Painting | 4,370.00 |
| High Point | 20HP0376 - Ext Ptg | 2,225.00 |
| High Point * | 22HP0710 Exterior Painting | 150,138.00 |
| High Point III | 20HP1359 - Comml Ptg | 3,165.00 |
| High Reach 2. | 20HP0944 - Garage wall PC | 1,900.00 |
| Highland Grove Estates HOA | 20HP1641 - ID Wall | 1,400.00 |
| Highland Towers | 22HP1012 Sea Wall | 3,266.00 |
| Hill, Joe (Pastor) | 20HP0377 - Ext Ptg | 1,279.25 |
| Hillel Day School | 22HP1158 Interior Paint Gym | 28,470.00 |
| Hillel Day School | 24HP0974 ID Wall Painting | 3,200.00 |
| Hillmont Gardens Apts. | 21HP1543-Exterior Painting | 44,586.25 |
| Hills Maintenance Assn. | 22HP0913 Painting Mailboxes | 63,828.00 |
| Hills Maintenance Assn. | 22HP1033 Light Posts & Signs | 16,225.00 |
| Hillsboro Imperial West | 19HP1134 PC roof | 1,600.00 |
| Hirschberg, Teri | 24HP0199 Exterior Painting | 5,390.00 |
| Hirsh, Valerie | 23HP0221 Exterior Painting | 5,285.00 |
| Hoff, Tom | 24HP0600 Exterior Painting | 1,520.00 |
| Hoffman, Cary | 21HP1229-Sign Up-Ocean Grande-Ext Ptg | 4,047.50 |
| Hoffman, Joanne | 20HP0370 - PC | 1,605.00 |
| Hoffman, Mark | 20HP0608 - EXT PTG | 4,235.00 |
| Hogan, Tom | 19HP0367 Ext Ptg | 10,990.32 |
| Hokanson, Wes | 19HP1421 Int Ptg | 10,035.00 |
| Hollingsworth, Mark | 19HP0429 int Ptg | 3,275.00 |
| Hollingsworth, Mark | 19HP0430 Ext Ptg | 1,695.00 |
| Hollywood Hills Shopping Center | 20HP0236 - Ext Ptg | 5,045.00 |
| Hollywood Hills Shopping Center | 20HP2039 - Ptg | 1,805.00 |
| Home Management Resources | 23HP1035 17201 Huntinginton | 2,552.00 |
| Honest Abe Roofing | 22HP0463 Exterior Painting | 2,705.14 |
| Horn, Andy | 19HP0339 Ext Ptg | 2,500.00 |
| Horshington, Richard | 19HP0848 ext ptg | 7,042.00 |
| House of Devam | 21HP0293 - Ext. Ptg. | 33,476.00 |
| House, Kotler | 22HP1440 Exterior Painting | 2,148.00 |
| Hover, Lynn | 20HP0305 - Ext Ptg | 2,500.00 |
| HR2 High Reach | 22HP0553 Painting Roof | 3,575.00 |
| Hua, Sam | 20HP0282 - Ext Ptg | 4,985.00 |
| Hunters Run | 22HP0508 Guard Houses | 4,285.00 |
| Hunters Run | 23HP0736 Exterior Painting Office | 3,944.00 |
| Hunters Run | 23HP0737 CMO Building | 10,684.00 |
| Hunters Run | 24HP0720 Interior Painting Grill Room | 7,480.00 |
| Hunters Run | 24HP0830 Exterior Painting | 4,695.00 |
| Huntington @ Polo Club H.O.A. | 19HP0184 Chemical cleaning | 1,690.00 |
| Huntington @ Polo Club H.O.A. | 19HP0423 PC | 1,200.00 |
| Huntington @ Polo Club H.O.A. | 20HP1942 - PC community | 2,620.00 |
| Huntington @ Polo Club H.O.A. | 22HP0004 Beautification | 131,989.90 |
| Huntington @ Polo Club H.O.A. | 22HP0182 Change Paint Color | 1,400.00 |
| Huntington @ Wycliffe H.O.A. | 22HP0047 Mailbox Painting | 7,572.00 |
| Hurley, Brian | 21HP0849 - Roof Top Balcony Texture&paint | 2,850.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Hurndon, Roy | 23HP0859 Interior Painting | 2,000.00 |
| Hurwitz, Doreen | 22HP0480 Drivewy&Front Door | 1,679.50 |
| Huzansky, April | 24HP1088 Exterior Painting | 4,255.00 |
| Hynes, Jim | 24HP0157 Exterior Painting | 7,035.00 |
| Hypoluxo Mariners Kay Condo | 22HP0188 Exterior Painting | 216,100.00 |
| Iaslovits, Michael | 21HP0025 - Ext. Ptg. | 26,885.00 |
| Iaslovits, Michael | 21HP1025-Exterior Painting | 3,185.00 |
| Ibis Isle Central Condominium | 19HP0753 Pc & Ptg pool area | 21,090.00 |
| Ickovic, Jan | 23HP0352 Exterior Painting | 5,500.00 |
| Ide, Jeanntte | 21HP0632- Exterior Painting | 3,545.00 |
| Illini Condominium | 19HP0121 Interior Hallways | 21,450.00 |
| Image Design Group | 22HP1081 Electrostatic Painting | 2,885.00 |
| Imperial at Boca Pointe | 21HP1278-Remove&Replace Caulking | 3,537.00 |
| Imperial Condo | 19HP0562 - Ext Ptg Repair, prime, column | 7,370.00 |
| Imperial Villas | 21HP1244-Canopy Painting | 1,685.00 |
| In the Pines North, Inc. | 20HP0413 - PC | 2,385.00 |
| Indian River Co. Board of Co. Commission. | 19HP1064 - Coating at NCRO | 52,228.00 |
| Indian River Landings | 19HP0937 ext ptg | 63,710.00 |
| Indies HOA | 22HP0966 Remedial Cleaning | 4,560.00 |
| Industrial Shadesports Inc | 21HP0589- Tequesta Park Soccer Field | 2,918.50 |
| Industrial Shadesports Inc | 21HP0590 - Weston Regional Park | 5,837.00 |
| Industrial Shadesports Inc | 21HP0740 - Gator Run Park | 1,167.40 |
| Inlet Cove Condominium | 20HP1142 - PC roof | 2,650.00 |
| Innocenti, Noel | 24HP0582 Misc Painting | 1,390.00 |
| Integrity Management | 20HP0307 - Ext Ptg | 1,275.00 |
| Intellian Technologies | 19HP1444 Int Ptg | 2,185.00 |
| International Capital Investment Co. | 21HP0295 - Window Frames | 1,638.00 |
| Investment Management Associates | 20HP1724 - Ptg | 32,838.00 |
| Investment Management Associates | 20HP1961 - Ext Ptg | 14,000.00 |
| Iny, Avraham | 23HP1184 Exterior Painting | 6,485.00 |
| Ippolito, Troy* | 21HP1036 Exterior Painting | 5,000.00 |
| Isaacs, Samantha | 19HP0964 Vapor Blast & Stain Driveway | 1,350.00 |
| Isla Verde @ Addison Reserve | 1704-18 Community PC | 1,780.00 |
| Isla Verde @ Addison Reserve | 19HP0125 - Paint ID Walls | 1,100.00 |
| Isla Verde @ Addison Reserve | 19HP1279 PC Community | 1,780.00 |
| Isla Verde @ Addison Reserve | 20HP1850 - Community PC | 1,780.00 |
| Isla Verde @ Addison Reserve | 23HP0771 Mailboxes | 8,058.00 |
| Isla Verde HOA | 21HP0895 - Pressure Clean | 1,780.00 |
| Isla Verde HOA | 22HP0175 Pressure Cleaning | 1,590.00 |
| Isla Verde HOA | 22HP1215 Pressure Cleaning | 1,590.00 |
| Isla Verde HOA | 23HP0408 Pressure Cleaning | 2,465.00 |
| Isla Verde HOA | 24HP0174 Community PC | 2,285.00 |
| Isla Verde HOA | 24HP0782 Pressure Cleaning | 2,540.00 |
| Isla Verde HOA | 24HP1003 Pressure Cleaning | 2,285.00 |
| Island in the Grove HOA | 21HP0085 - Ext. Ptg. | 18,240.00 |
| Island in the Grove HOA | 22HP0203 Privacy Wall Painting | 1,145.00 |
| Island in the Grove HOA | 22HP0430 Exterior Painting | 19,350.00 |
| Island in the Grove HOA | 23HP0253 Pressure Clean Wall | 1,220.00 |
| Island in the Grove HOA | 23HP0424 Perimeter Wall | 4,615.50 |
| Island in the Grove HOA | 23HP0739 Exterior Painting | 20,240.00 |
| Island in the Grove HOA | 24HP0420 Exterior Painting | 18,475.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Islands at Weston | 23HP0284 Light Poles | 10,185.00 |
| Isles of Boca | 19HP0234 PC driveways & walk ins | 4,633.00 |
| Isles of Boca | 19HP1072 PC Roof | 20,306.00 |
| It's Sugar | 20HP1938 - PC walls | 2,085.30 |
| Ivanhoe - Waterford | 20HP0235 - PC & Ptg | 23,075.00 |
| Ivanhoe @ Waverly Hundred HOA | 20HP1519 - PC Stirling, Dykes & Hawks | 16,899.00 |
| J.M. Lexus (advance roofing) | 19HP0966 vapor blast & stain | 10,175.00 |
| J4 Development Construction | 21HP2049 Interior Renovation | 961,990.10 |
| Jacaranda Pointe | 23HP0677 Exterior Painting | 5,295.00 |
| Jackson Holdings LLC | 24HP0349 Exterior Painting | 15,000.00 |
| Jacobson, Bev | 19HP1527 Pc roof | 1,360.00 |
| Jacobson, Mark | 19HP0021 | 3,190.00 |
| Jaffe , Stacey | 21HP0568 - Exterior Painting | 9,885.00 |
| Janus, Larry | 22HP0252 Exterior Painting | 2,185.00 |
| Jatoff, Michael | 21HP0684 - Exterior Ptg | 5,670.00 |
| Jatoft, Ann | 19HP0900 int ptg | 5,585.00 |
| Jatoft, Ann | 20HP0013 - Faux Painting | 3,050.00 |
| Jeffery, Clara | 19HP0754 ext ptg | 2,725.00 |
| Jensen Inert Products | 23HP0724 Sealing | 15,490.00 |
| Jensen Inert Products | 23HP0755 North Elevation Sealing | 9,600.00 |
| Jeselsohn, Laurie | 21HP0812 - Ext Painting | 2,285.00 |
| JG Remodeling & Construction | 23HP1213 Interior Painting | 1,885.00 |
| JG Remodeling & Construction | 23HP1214 Misc Painting | 8,285.00 |
| JG Remodeling & Construction | 24HP0647 Misc Painting | 7,500.00 |
| JIB Club | 22HP0605 Exterior Painting | 55,100.00 |
| Jimenez, Manuel | 20HP0216 - Ext Ptg | 2,665.00 |
| Joffe, Corrine | 20HP1298 - Stucco/Fascia repairs | 1,495.00 |
| Johnson, Arthur | 23HP0018 Exterior Painting | 1,875.00 |
| Johnson, Arthur | 23HP0031 Exterior Painting | 2,385.00 |
| Johnson, Bryan | 23HP0231 Exterior Painting | 2,770.00 |
| Johnson, Lourdes | 23HP0902 Exterior Painting | 4,285.00 |
| Johnston, Diana | 21HP1108-Exterior Painting | 4,252.00 |
| Jonathan Cove HOA | 23HP0317 Door Stripping | 9,420.00 |
| Jonathan's Landing | 22HP0585 Light Poles | 10,750.00 |
| Jonathan's Landing | 22HP0632 PVC Piping | 3,360.00 |
| Jonathan's Landing | 22HP0632 PVC Piping | 1,320.00 |
| Jonathan's Landing | 22HP0821 Fence Painting | 3,980.00 |
| Jonathan's Landing Marina | 22HP0716 Fire Boxes-Poles-Posts | 2,975.00 |
| Jones, Bart | 22HP0469 Exterior Painting | 8,110.00 |
| Jones, Edward | 24HP0868 Electrostatic Painting | 2,885.00 |
| Jones, Mick | 24HP1112 Exterior Painting | 3,150.00 |
| Jones, Sindi | 20HP1611 - misc ptg | 1,100.00 |
| Jones, Sindi | 20HP1674 - Int Ptg | 5,035.00 |
| Jordan, Candi | 24HP0352 Front Door | 1,400.00 |
| Journey's End | 24HP0002 Exterior Painting | 28,450.00 |
| Juno Ocean Key Prof. Condo Assn., Inc. | 21HP2106 Exterior Painting | 44,600.00 |
| Juno Ocean Walk Condo Assn, Inc. | 22HP0699 New Wood Install | 2,425.00 |
| Juno Ocean Walk Condo Assn, Inc. | 23HP0204 Window Caulking | 6,310.00 |
| Juon, Venessa | 23HP0248 Exterior Painting | 7,350.00 |
| Jupiter Cove Condominium Association, Inc | 20HP0196 - Ext Ptg & PC | 5,900.00 |
| Jupiter Cove Condominium Association, Inc | 20HP0809 - Misc Repair | 1,193.93 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Jupiter Cove Condominium Association, Inc | 20HP0953 - Three 6-Story towers | 154,660.00 |
| Jupiter Cove Condominium Association, Inc | 21HP0834 - Painting Fireboxes | 2,160.00 |
| Jupiter Cove Condominium Association, Inc | 21HP1834 - Water Intrusion Inspection | 1,268.75 |
| Jupiter Cove Condominium Association, Inc | 23HP0449 Patching and Painting | 7,385.00 |
| Jupiter Cove Condominium Association, Inc | 24HP0127 Patching and painting | 10,377.08 |
| Jupiter Cove Condominium Association, Inc | 24HP0332 Patching and Painting | 4,200.00 |
| Jupiter Dunes A | 24HP0756 Exterior Painting | 91,975.00 |
| Jupiter Dunes Condo Assn. | 21HP0529 - Painting & PC | 1,500.00 |
| Jupiter Dunes Golf Course | 22HP0847 Wall Painting | 7,200.00 |
| Jupiter Dunes Golf Course | 23HP1002 Exterior Painting | 3,680.00 |
| Jupiter Dunes P.O.A. | 22HP1000 Pool Deck | 8,300.00 |
| Jupiter Dunes P.O.A. | 22HP1001 Estuary S Parking | 2,800.00 |
| Kady, Linda | 19HP1118 Int Ptg (2nd Job) | 1,885.00 |
| Kakiel, Kerri | 23HP0375 Interior Painting | 4,122.50 |
| Kakli, Nasreen | 22HP0288 Exterior Painting | 4,885.00 |
| Kaminstein, Seth | 22HP0835 Exterior Painting | 2,750.00 |
| Kane, Susan | 20HP1051 - Ptg window/slider/patio frames | 1,652.00 |
| Kant, Steve | 21HP0786 - Ext Ptg | 3,285.00 |
| Kaplan, Dori | 22HP0020 Interior & Exterior Painting | 4,580.00 |
| Kaplan, Pamela | 21HP1855 Exterior Painting | 2,875.00 |
| Karas, Susan | 20HP0259 - PC & Ptg | 1,385.00 |
| Karp, Joanna | 19HP0225 PC | 1,625.00 |
| Karp, Joanna. | 20HP0710 - PC | 2,370.00 |
| Karp, Joanna. | 22HP0312 Pressure Cleaning | 1,285.00 |
| Karp, Michael - Montesico St | 21HP2045-Exterior Painting | 6,185.00 |
| Kasky, Robert & Nancy | 22HP0111 INterior Door Painting | 2,325.00 |
| Kasky, Robert & Nancy | 24HP0665 Shutters | 1,250.00 |
| Katz, Andrea | 20HP1939 - Ext. Ptg. | 5,580.00 |
| Katz, Beth | 22HP0944 Corner Bead | 1,285.00 |
| Katz, David. | 22HP0572 Exterior Painting | 1,850.00 |
| Katz, Marissa | 22HP0196 Exterior Painting | 10,010.00 |
| Katz, Peggy | 20HP0878 - Ext Ptg | 32,027.50 |
| Katz, Peggy | 20HP1152 - Misc Ptg | 8,685.00 |
| Katz, Ralph | 21HP0585 - Exterior Ptg | 1,085.00 |
| Katzin, Helene | 21HP1180-Exterior Painting | 6,885.00 |
| Kauffman, Scott | 21HP2081 Exterior Painting | 1,485.00 |
| Kayne, Steve | 19HP1417 Int Ptg | 2,885.00 |
| Kazdan, Kathy | 22HP1433 Exterior Painting | 5,216.00 |
| Kelly, Robert | 21HP1045-Exterior Painting | 6,485.00 |
| Kempner | 21HP1787 Sign UP Bristol Point PC | 1,625.00 |
| Kenney Property | 20HP0536 - Int. Paint | 11,750.00 |
| Kenney Property | 20HP0564 ext ptg | 10,230.00 |
| Kenney Property | 20HP0597 - 415 N Dixie | 6,145.00 |
| Kenney Property | 20HP0883 - Ext ptg | 1,125.00 |
| Kenney Property | 20HP1278 - 194 Marie Drive | 2,065.00 |
| Kenney Property | 20HP1412 - 5608 Webster Ptg. | 2,725.82 |
| Kenney Property | 21HP0645 - Painting Project | 5,715.00 |
| Kenney Property | 21HP0646 - 618 30STREET -PTG Project | 2,180.00 |
| Kenney Property | 21HP0750 - Ext Ptg | 2,035.00 |
| Kenney Property | 21HP0777 - Ext Ptg | 1,840.00 |
| Kenney Property | 21HP1418-Interior & Exterior painting | 2,930.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Kenney Property | 23HP0241 Exterior Painting | 3,850.00 |
| Kenney Property | 23HP0373 Westgate | 4,540.00 |
| Kenney Property | 23HP0446 South Dixie Painting | 3,250.00 |
| Kenney Property | 23HP0593 Westgate Exterior | 12,400.00 |
| Kenney Property | 23HP0696 Southwinds | 14,500.00 |
| Kenney Property | 23HP0766 420 Independence Rd | 5,890.00 |
| Kenney, Michael | 19HP0433 Ext Ptg | 3,885.00 |
| Kenny Laguna | 22HP1141 Drywall Repair | 2,340.00 |
| Kensington @ Woodfield CC | 19HP1066 - PC | 7,500.00 |
| Kensington @ Woodfield CC | 19HP1066 - PC | 7,500.00 |
| Kensington @ Wycliffe | 20HP1087 - Paint Mailboxes | 7,419.00 |
| Kenwood, Joel | 24HP0320 Painting Door & Gate | 1,885.00 |
| Ker Construction | 22HP0068 Deck Water Proofing | 3,985.00 |
| Kerbis, Sarah | 23HP1072 Exterior Painting | 7,060.00 |
| Keroes, Martin | 20HP1364 - Ext Ptg | 2,590.00 |
| Kertesz, Randy | 21HP0432 - Misc. Ptg | 1,135.00 |
| Kertesz, Randy | 22HP0256 Concrete Coating | 6,092.00 |
| Kertesz, Randy | 22HP0526-Stucco Repair | 2,794.00 |
| Kesten, Bridgette | 23HP0464 Exterior Painting | 4,285.00 |
| Kestenbaum, Elise | 23HP0346 Exterior Painting | 4,285.00 |
| Kibler, Jessica | 21HP1905-Exterior Painting | 3,885.00 |
| Kienle, Alex | 19HP1270 Int Ptg | 5,100.00 |
| Kienle, Alex | 23HP0383 Interior Painting | 18,885.00 |
| Kienle, Alex* | 24HP0809 Exterior Painting | 3,135.00 |
| Kieser, Lydia | 23HP0019 Exterior Painting | 4,150.00 |
| Kilkenny, Patrick | 21HP0290 - Ext. Ptg. | 3,269.00 |
| Killian Professional | 19HP0105 Door painting | 4,940.00 |
| Kin Properties Inc. | 20HP1106 - Window Caulk | 1,085.00 |
| Kin Properties Inc. | 20HP1209 - Sealing Bldg | 11,906.00 |
| Kin Properties Inc. | 20HP1433 - Generator | 6,630.00 |
| Kings Court II | 20HP0238 - Ext Ptg | 13,800.00 |
| Kinon Surface Design | 21HP0306- Exterior Painting | 14,500.00 |
| Kirk, Linda and Robert | 19HP1393 Ext Ptg | 2,785.00 |
| Kirkeide, Wendy | 22HP0367 Exterior Painting | 13,785.00 |
| Kirkman, Susan | 22HP1472 Interior Painting | 7,804.00 |
| Kirtz, Deb & Rich (Rick Spina) | 19HP0748 ext ptg | 6,385.00 |
| Kischner, Fred | 22HP1365 Exterior Painting | 7,028.00 |
| Klaasen, Arlene | 19HP0495 ext ptg | 6,725.00 |
| Klein, Bernt | 19HP0188 Ext Ptg | 2,350.00 |
| Klein, Judy | 23HP0797 Home Renovations | 103,318.00 |
| Klein, Judy | 23HP0797 Home Renovations | 4,010.00 |
| Klein, Matthew | 22HP1011 Exterior painting | 3,885.00 |
| Kleinberg, Fred | 20HP1817 - PC Roof | 1,180.00 |
| Kleinert, Ann | 22HP0630 Interior Painting | 5,985.00 |
| Kleinstein, Alan | 22HP0783 Exterior Painting | 4,285.00 |
| Knight, Allen | 23HP0083 Exterior Painting | 4,170.00 |
| Knightsbridge Village | 22HP0090 Perimeter Wall | 3,600.00 |
| Knobel, David | 21HP1569 Interior Painting | 15,000.00 |
| Knobel, David | 21HP1856 Interior Ceiling & Bathroom | 4,220.00 |
| Knudsen, Ruth | 21HP1744 Window Glazing | 2,401.80 |
| Kobil, Warren | 22HP0342 Stucco Repair | 3,496.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Koenig, Neil | 24HP0441 Exterior Painting | 3,995.00 |
| Kohn, Debby | 20HP1447 - Ext Ptg | 6,287.30 |
| Koplow, Eileen | 19HP0985 int Ptg | 6,555.00 |
| Kopp, Robert | 20HP0219 - Ext Ptg | 1,685.00 |
| Koppelman, Selma | 20HP1334 - Window Perimeter Sealant Remov | 1,500.00 |
| Korol, Steven | 22HP0975 Exterior Painting | 5,400.00 |
| Korol, Steven | 24HP0730 Exterior Painting | 4,000.00 |
| Koutsodontis, Sylvia | 23HP0518 Exterior Painting | 2,985.00 |
| Kovacs, Ron | 20HP0269 - Ext Ptg | 4,500.00 |
| Kovitt, Adam & Kelly | 23HP0835 Exterior Painting | 2,885.00 |
| Kozlowski, Dr Joe | 19HP1498 | 1,200.00 |
| Kramer, Amy | 21HP1897 Exterior Painting | 2,885.00 |
| Kransdorf, Sandy | 19HP1380 ext ptg | 7,300.00 |
| Kransdorf, Sandy | 22HP0303 Remedial Cleaning | 1,295.00 |
| Kranson, Jerry/Annette | 20HP0967 - color change | 1,985.00 |
| Krasner, Donna | 21HP1759 Exterior Painting | 11,835.00 |
| Krasow, Steven | 20HP0544 - Ext Ptg | 2,050.00 |
| Krauss, Jeff | 21HP1629 - Ext. Ptg. | 3,439.00 |
| Krishna, Harry | 19HP0603 Ext Ptg | 1,900.00 |
| Krivo, Lenore | 23HP0995 Exterior Painting | 2,736.00 |
| Krone, Lou | 20HP0246 - Ext Ptg | 2,735.00 |
| Krueger, Nathan | 23HP0325 Exterior Painting | 6,910.00 |
| Kuhman, Valerie | 23HP0758 Fence Painting | 1,720.00 |
| Kulkarni, Raj | 21HP1335-Exterior Painting | 2,700.00 |
| Kutniewski, Phoebe | 24HP0325 Exterior painting | 6,766.50 |
| Kwinter, Alan | 21HP1358-Water Test | 2,000.00 |
| Kwinter, Alan | 21HP1703 Balcony Waterproofing | 16,190.00 |
| La Cascade | 21HP1512 Exterior painting & Caulking | 1,280.00 |
| La Costa Del Mar | 20HP0801 - Sidewalk/Stairs Floor coating | 5,549.98 |
| La Costa Del Mar | 21HP1755 Roof Coating | 16,480.00 |
| La Costa Del Mar | 22HP0718 Exterior Painting | 188,930.00 |
| La Joya POA | 24HP1047 Sand Blasting | 16,885.00 |
| La Paz - Phase II | 21HP1137-Water Testing | 1,210.00 |
| La Paz - Phase II | 21HP1205 Ext Painting | 2,744.00 |
| La Paz - Phase II | 22HP0093 Exterior Painting | 8,746.00 |
| La Paz - Phase II | 23HP0126 Exterior Painting | 11,613.00 |
| La Rocca, Roberto | 22HP0040 Sign Up Bristol Pointe Coach Lig | 1,805.00 |
| La Rotunda Office Condo | 23HP0630 Waterproofing | 4,815.00 |
| La Rotunda Office Condo | 23HP0789 Outside of West Wall - Other | 2,690.00 |
| La Rotunda Office Condo | 24HP0030 Repair Structure | 2,930.00 |
| LA Vida HOA | 24HP0065 Perimeter Wall | 10,585.00 |
| Lacasse, Andre | 24HP0327 Exterior Painting | 3,206.50 |
| Lacoppola | 1629-18 Exterior painting | 2,665.00 |
| LaCosta HOA | 1689-18 Roof cleaning | 11,550.00 |
| Lago Del Mar | 19HP1430 Ext Ptg | 118,269.00 |
| Lago Del Mar | 20HP0692 - Soffit Screens | 12,800.00 |
| Laituri, Thomas | 21HP1536 Exterior Painting | 6,225.00 |
| Lake Shore Master Assn. | 19HP0193 Ext Paint light poles | 3,642.50 |
| Lakeridge Greens H.O.A. | 19HP0169 PC & Chemical clean | 5,000.00 |
| Lakeridge Greens H.O.A. | 22HP0297 Pressure Cleaning | 5,000.00 |
| Lakeridge Greens H.O.A. | 22HP0656 Exterior Painting | 3,895.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Lakeridge Greens H.O.A. | 22HP0734 Remedial Cleaning | 2,410.00 |
| Lakeridge Greens H.O.A. | 22HP0735 Roof Cleaning | 55,055.00 |
| Lakeridge Greens H.O.A. | 23HP0486 Pressure Cleaning | 5,500.00 |
| Lakeridge Greens H.O.A. | 24HP0592 Fence Painting | 1,785.00 |
| Lakes of Boca | 21HP1384-Perimeter Wall | 17,185.00 |
| Lakes of Boca | 22HP0143 Concrete Pads | 2,485.00 |
| Lakes of Boca | 24HP0699 Fence Painting | 9,025.00 |
| Lakes of Sutton Place | 19HP0185 Ext Ptg Mail boxes, street signs | 12,528.00 |
| Lakes of Sutton Place | 23HP0255 Beautification | 34,300.00 |
| Lakes of Woodhaven Condo | 22HP0235 Exterior Painting | 9,410.00 |
| Lakes of Woodhaven Condo | 23HP0648 Barrier | 1,720.00 |
| Lakes of Woodhaven Condo | 24HP0772 Water Test | 1,280.00 |
| Lakeside Business Park | 21HP2046 Exterior Painting | 59,880.00 |
| Lakeside Key Phase II HOA | 21HP1567-Perimeter Wall | 4,000.00 |
| Lakewood Condo | 19HP1061 ext ptg | 4,050.00 |
| Lam, Thai | 24HP0593 Exterior Painting | 4,885.00 |
| Lamar, Shirley | 22HP1385 Exterior Painting | 4,068.00 |
| L'Ambiance Beach Condo | 19HP0623 Window glazing | 2,850.00 |
| L'Ambiance H.O.A., Inc. | 19HP0202 Ext Ptg | 2,485.00 |
| L'Ambiance H.O.A., Inc. | 19HP1073 Ext Ptg | 259,315.00 |
| L'Ambiance H.O.A., Inc. | 19HP1078 stucco repair | 2,950.00 |
| L'Ambiance H.O.A., Inc. | 20HP0438 - Misc Ptg | 7,800.00 |
| L'Ambiance H.O.A., Inc. | 20HP0520 - Stucco Repair (6458) | 2,650.00 |
| L'Ambiance H.O.A., Inc. | 20HP0521 - Wind wall Stucco Repair (6276) | 1,450.00 |
| L'Ambiance H.O.A., Inc. | 20HP0522 - Wind wall Repair (6337) | 2,250.00 |
| L'Ambiance H.O.A., Inc. | 20HP0523 - Stucco Repair (6276) | 2,650.00 |
| L'Ambiance H.O.A., Inc. | 20HP0527 - Stucco Repair (6276) | 1,800.00 |
| L'Ambiance H.O.A., Inc. | 20HP0528 - Wind wall repair (6160) | 1,650.00 |
| L'Ambiance H.O.A., Inc. | 20HP0567 - Ptg Light Poles | 4,180.00 |
| L'Ambiance H.O.A., Inc. | 20HP0568 - Ptg of street signs | 1,050.00 |
| L'Ambiance H.O.A., Inc. | 20HP0569 - Storm Drain Ptg | 4,455.00 |
| L'Ambiance H.O.A., Inc. | 20HP0570 - Light Fixtures | 7,275.00 |
| L'Ambiance H.O.A., Inc. | 20HP0571 - Tennis Court Lights Ptg | 1,485.00 |
| L'Ambiance H.O.A., Inc. | 20HP0870 - Misc Ptg | 1,685.00 |
| L'Ambiance H.O.A., Inc. | 21HP1854 Interior Misc Work | 15,775.00 |
| L'Ambiance H.O.A., Inc. | 21HP2186 Bathroom Work | 2,130.00 |
| L'Ambiance H.O.A., Inc. | 22HP1282 Misc Repair and Painting | 3,885.00 |
| L'Ambiance H.O.A., Inc. | 22HP1329 Pool Coping Repainting | 1,285.00 |
| L'Ambiance H.O.A., Inc. | 23HP0209 Exterior Painting | 2,885.00 |
| L'Ambiance H.O.A., Inc. | 23HP0211 Concrete Coating | 2,900.00 |
| L'Ambiance H.O.A., Inc. | 23HP0258 Misc Painting | 1,910.00 |
| Lancaster, Larry | 22HP1368 Exterior Painting | 2,628.00 |
| Landings at Victoria Isles | 24HP0001 Exterior Painting | 201,195.00 |
| Landmark @ Hillsboro Condo Assn., Inc. | 21HP1615-Exterior Painting | 227,400.00 |
| Landmark at the Gardens | 24HP0042 Floors | 15,717.00 |
| Lanter, David | 23HP0226 Exterior Painting | 7,285.00 |
| Lantern Bay @ Jonathan's Landings | 20HP0844 - Ext Ptg | 13,944.00 |
| Lantern Bay @ Jonathan's Landings | 21HP0733 - Ext. Ptg. | 11,422.00 |
| Lantern Bay @ Jonathan's Landings | 22HP0532 - Exterior Painting 5 Homes | 11,425.00 |
| Lantern Bay @ Jonathan's Landings | 23HP0398 Exterior Painting | 18,700.00 |
| Lantern Bay @ Jonathan's Landings | 23HP0906 Wall Painting | 1,140.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Lantern Bay @ Jonathan's Landings | 24HP0634 Exterior Painting | 11,535.00 |
| L'Aquila POA @ Addison Reserve | 22HP0595 ID Walls | 2,515.00 |
| L'Aquila POA @ Addison Reserve | 22HP1352 Remedial Cleaning | 3,268.00 |
| Lara, Lorraine | 19HP0402 Ext Ptg | 4,065.00 |
| Lara, Lorraine | 19HP0406 Ext roof Ptg | 1,400.00 |
| Laramee, Laura | 23HP0250 Exterior Painting | 2,650.00 |
| Larkspur Landing @ Ibis, Inc. | 19HP1301 Roof Cleaning | 18,503.00 |
| Larkspur Landing @ Ibis, Inc. | 19HP1537 Remedial cleaning | 7,800.00 |
| Larkspur Landing @ Ibis, Inc. | 22HP0573 Address Numbers | 1,203.84 |
| Larkspur Landing @ Ibis, Inc. | 22HP0643 Exterior Painting | 109,695.00 |
| Las Olas VIllas | 24HP0932 Parapet Painting | 5,765.00 |
| Las Verdes Townhomes at Grand Palms | 23HP0556 Exterior Painting | 77,490.00 |
| LaSala | 20HP2028 - PC | 1,150.00 |
| LaSala, Grace | 24HP0703 Exterior Painting | 5,770.00 |
| Lasser, Lee - | 20HP0386 - Ext Ptg | 2,740.00 |
| Lasser, Lee - | 20HP1063 - Sunken Paver Leveling | 1,685.00 |
| Lasser, Lee* | 24HP0095 Sealing Pavers | 2,200.00 |
| Lassiter, Rick | 22HP0669 Exterior Painting | 6,500.00 |
| L'Atelier Condominium | 22HP0677 Exporatory Work | 57,320.00 |
| Laurel Oak HOA, Inc. | 20HP1202 - Cmml Ptg | 45,786.00 |
| Laus, Cristian | 22HP0107 Sign Up La Vida Exterior Paintin | 3,370.00 |
| Lawson, Craig & Cecilla | 23HP0565 Exterior Painting | 8,325.00 |
| Lawten, Bob | 21HP1139-Roof Cleaning | 1,365.00 |
| Lawten, Ron | 21HP1503 Exterior Painting | 3,885.00 |
| Lazaro, Gabriel | 21HP0009 - Ext. Ptg. | 1,650.00 |
| Le Chateau HOA @ Mizner Preserve | 24HP0700 Work Orders | 5,055.00 |
| Le Chateau HOA @ Mizner Preserve | 24HP0990 | 1,113.91 |
| LeafFilter | 23HP0922 Wall Patching | 2,400.00 |
| LeafFilter | 24HP0056 Wall Patching | 1,400.00 |
| Leal, Fernando | 20HP0158 - Ext Ptg | 3,740.00 |
| Leal, Fernando | 23HP0781 Fence Painting | 1,355.00 |
| Lease, Mollie | 22HP1494 Roof Painting | 1,820.00 |
| Lease, Mollie | 23HP0323 Back Patio | 1,600.00 |
| Lebenson, Ron. | 21HP0330 - Exterior Painting | 2,860.00 |
| Lebersfeld, Eric | 22HP0278 Chimney Sealing | 1,349.00 |
| Lebersfeld, Ken | 21HP1636 Powerwash | 1,486.34 |
| Lebouc, Antoine | 19HP0586 shutters, gutters & down spot | 3,475.00 |
| Lebovitz, Sharon | 23HP0237 Exterior Painting | 4,875.00 |
| Lebovitz, Sharon | 23HP0238 Interior Painting | 43,841.50 |
| Lederer, Cathy | 22HP0555 Sign Up La Vida Exterior Paintin | 3,590.00 |
| Lee County | 19HP0550 - PC Riverdale Branch library | 3,101.80 |
| Lee County | 19HP0551- PC East County Regional Library | 8,687.25 |
| Lee County | 19HP0552 - PC Northwest Regional Library | 11,964.42 |
| Lee County | 19HP0557 - Ext PC | 5,250.00 |
| Lee County | 19HP0729 - PC North water treatment plant | 2,925.00 |
| Lee County | 19HP0857 - PC Lakes regional library | 13,101.90 |
| Lee County | 19HP0858 - PC Dumbar Library | 7,348.80 |
| Lee County | 19HP0859 - PC Cape Coral Library | 5,702.25 |
| Lee County | 19HP0860 - PC Libraries Adm Bldg | 1,318.50 |
| Lee County | 19HP0861 - PC Pine Island Library | 5,850.00 |
| Lee County | 19HP0975 - PC South County Library | 4,875.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Lee County | 19HP1033 PC Fort myers reginal library | 8,880.00 |
| Lee County | 19HP1187 Ext Ptg | 62,833.75 |
| Lee County | 20HP0180 - EMS 7 - PC | 2,100.00 |
| Lee County | 20HP0181 - EMS 31 - PC | 3,150.00 |
| Lee County | 20HP0349 - Charleston Park - PC | 4,875.00 |
| Lee County | 20HP0350 - Cornog Plaza - PC | 9,300.00 |
| Lee County | 20HP0966 - PC Library | 34,614.42 |
| Lee County | 20HP1226 - Griffin Blvd Wall | 4,155.00 |
| Lee County | 20HP1341 - PC Cape Coral Library | 1,725.00 |
| Lee County | 20HP1456 - PC Jail | 16,256.25 |
| Lee County | 20HP1976 - South County Library | 6,675.00 |
| Lee County | 20HP1977 - Pine Island Library | 6,555.00 |
| Lee County | 20HP1978 - Riverdale Library | 4,140.00 |
| Lee County | 20HP2051 - Lakes Regional Library | 13,731.90 |
| Lee County | 21HP0019 - Fort Myers Library | 5,175.00 |
| Lee County | 21HP0035 - Dumbar Library | 7,348.80 |
| Lee County | 21HP0454 - PC Jet Blue Park | 34,527.25 |
| Lee County | 21HP0637 - North Fort Myers | 17,550.00 |
| Lee County | 21HP1290 - PC Cornog Plaza | 6,525.00 |
| Lee County | 21HP1291-Pressure Washing | 3,375.00 |
| Lee County | 21HP1292-Pressure Washing | 19,875.00 |
| Lee County | 21HP1293 - PC Northwest Library | 15,005.10 |
| Lee County | 21HP1425 - County Jail | 8,700.00 |
| Lee County | 21HP1509 EMS 7 Pressure Cleaning | 2,100.00 |
| Lee County | 22HP0389 Lakes Public Library PC | 13,101.90 |
| Lee County | 22HP0391 East County Regional Library PC | 11,775.00 |
| Lee County | 22HP0409 Pine Island Library PC | 10,155.00 |
| Lee County | 22HP0410 North Ft Myers Library | 17,632.50 |
| Lee County | 22HP0411 Bonita Springs Library PC | 19,875.00 |
| Lee County | 22HP0423 Cornog Library | 5,775.00 |
| Lee County | 22HP0424 Sheriff Forensic Center PC | 4,350.00 |
| Lee County | 22HP0425 Justice Center PC | 9,906.00 |
| Lee County | 22HP0426 EMS Station 31 PC | 4,830.00 |
| Lee County | 22HP0427 Ft Myers Library 2450 1st | 8,880.00 |
| Lee County | 22HP0429 Northwest Regional Library PC | 2,475.00 |
| Lee County | 22HP0646 Tanglewood PC | 3,895.20 |
| Lee County | 22HP0647 Tanglewood&McGregor PC | 1,207.50 |
| Lee County | 22HP0648 Griffing Blvd&McGregor PC | 4,043.40 |
| Lee County | 22HP0668 Whiskey Creek PC | 20,125.00 |
| Lee County | 22HP0906 Cape Coral Gov Center | 8,125.00 |
| Lee County | 22HP0908 EOC Bldg Pressure Cleaning | 3,686.25 |
| Lee County | 23HP0184 San Carlos Park | 5,875.00 |
| Lee County | 23HP0318 Riverdale Fence | 9,062.00 |
| Lee County | 23HP1216 JetBlue Park | 50,150.00 |
| Lee County / MSTBU | 19HP0134 - pressure clean | 3,745.50 |
| Lee, Deborah | 23HP0411 Exterior Painting | 5,570.00 |
| Lee, Ken | 20HP1396 - Ext. Ptg. | 2,270.00 |
| Lefever, Fran | 20HP0600 - Ext Ptg | 7,285.00 |
| Legends Condo Assn. @ PGA National | 19HP0149 - concrete stain | 1,920.00 |
| Legg, David | 24HP0006 Exterior Painting | 5,180.00 |
| Lehman, Dalia | 21HP0106 - Ext. Ptg. | 4,000.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Lehner, Marilou | 20HP1259 - Ext ptg | 1,795.00 |
| Lehr, Rodger | 21HP1745 Window Glazing | 3,051.80 |
| Lehrman Community Day School | 19HP0628 window waterproofing | 11,110.00 |
| Lelchuk, Jeff | 21HP0006 - Ext. Ptg. | 3,300.00 |
| Lenkowsky, Bryan | 19HP0246 Ext ptg | 2,355.00 |
| Lentz, Tracy | 19HP0148 - exterior painting | 3,485.00 |
| Leonard, Janet | 21HP1962 Exterior Painting | 10,085.00 |
| Leonard, Scott | 23HP0340 Sign Up Bent Creek Pillar | 2,250.00 |
| Leroy, Alan | 23HP0036 Exterior Painting | 5,700.00 |
| Les Jardins Condominium | 21HP0884 - Remedial Cleaning | 3,000.00 |
| Lettire, Karen | 23HP0332 Patching | 1,250.00 |
| Levenson, Jill | 19HP0774 int ptg | 1,050.00 |
| Levenson, Jill | 24HP0186 Exterior Painting | 3,185.00 |
| Lever, Carol | 19HP0132 - Interior painting | 5,000.00 |
| Levin, Glenn | 24HP0620 Exterior Painting | 1,865.00 |
| Levine, Larry | 20HP2023 - Ext Ptg | 1,184.00 |
| Levine, Lidia | 21HP0840 - Exterior Painting | 3,885.00 |
| Levinstein, Dawn | 21HP1399-Exterior Painting | 2,500.00 |
| Levitt, Alexandra | 20HP1193 - Ext Ptg | 3,185.00 |
| Levitt, Carol | 21HP1287-Exterior Painting | 3,335.00 |
| Levitt, Carol | 24HP0895 Sign Up Talavera Columns | 1,050.00 |
| Levy, Debbie | 21HP0853 - Exterior Painting | 4,885.00 |
| Levy, Herb. | 20HP0816 - Roof tile ptg | 2,600.00 |
| Levy, Lisa | Total 19HP1373 Misc Ptg | 3,875.00 |
| Levy, Richard | 21HP0475 - Exterior Ptg | 7,685.00 |
| Lewis, Bob | 21HP1237-Exterior Painting | 2,420.00 |
| Lewis, Matthew | 21HP0255 - Ext. Ptg. | 2,000.00 |
| Lewis, Veronica | 20HP0693 - Int Ptg | 1,750.00 |
| Lewis, Veronica | 21HP0256 - Int. Ptg. | 1,385.00 |
| Lewis, Veronica & Mathew | 21HP1066-Exterior Painting | 1,870.00 |
| Lexington Club Community Association | 19HP0595 Ptg metal gates | 4,250.00 |
| Lexington Club Community Association | 19HP0596 Chemical clean roof | 22,095.00 |
| Lexington Club Community Association | 19HP0597 ext roof ptg | 4,028.49 |
| Lexington Club Community Association | 20HP0454 - PC | 71,950.00 |
| Lexington Club Community Association | 20HP0979 - Gutter repair | 6,431.25 |
| Lexington Green POA @ PGA Nat'l | 20HP0339 - Ext Ptg | 5,210.00 |
| Library Commons | 19HP0045 - balcony coating | 17,036.00 |
| Library Commons* | 22HP0608 Remiedial Cleaning | 5,400.00 |
| Library Commons* | 24HP0584 Remedial Cleaning | 6,840.00 |
| Lieberman, Geysha | 22HP0590 Exterior Painting | 1,350.00 |
| Lieblein, Skip | 24HP0370 Roof Tile Painting | 3,285.00 |
| Liff, Martin | 23HP0245 Interior Painting | 4,735.00 |
| Light House Colony | 21HP1487 Door Painting | 3,675.00 |
| Lightfoot, Don | 22HP0198 Labor Only | 13,700.00 |
| Lighthouse Cove @ Tequesta | 21HP0848 - Commercial Painting Project | 221,700.00 |
| Lighthouse Cove @ Tequesta | 22HP0063 Interior Patios | 5,070.00 |
| Lighthouse Cove @ Tequesta | 22HP0586 Interior Painting | 1,245.00 |
| Lighthouse Cove @ Tequesta | 23HP0500 Restroom Painting | 1,200.00 |
| Lind, Wendy | 20HP1321 - Ext Ptg | 3,535.00 |
| Lindsay, Dr John | 19HP0945 int ptg | 3,185.00 |
| Linville, Michael | 21HP0725-Exterior Painting | 2,185.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Lipman, Danielle | 23HP0731 Exterior Painting | 16,500.00 |
| Lippman, Barbara | 22HP0845 Exterior painting | 2,456.00 |
| Lippman, Barbara | 22HP1188 Perimeter Wall | 1,035.00 |
| Lipson, Ronni | 23HP0401 Fence and Gate Painting | 1,735.00 |
| Lipton, Roxanne | 22HP0932 Exterior Painting | 3,485.00 |
| Lisabeth, Susan | 21HP2083 Interior Painting | 9,800.00 |
| Lisman, Josiah | 20HP1110 - Ext Ptg | 9,770.00 |
| Lisman, Josiah | 20HP1690 - Int Ptg | 9,885.00 |
| Lisman, Josiah | 20HP2072 - Int Ptg | 4,891.00 |
| Lisman, Josiah | 21HP0419 - Interior Painting | 3,500.00 |
| Lisser, Fran & Steven | 24HP0094 Exterior Painting | 8,585.00 |
| Litten, Jordan | 22HP0717 Exterior Painting | 3,570.00 |
| LJBI LLC | 22HP0208 Asbestos | 4,540.50 |
| Loato, John | 19HP0043 exterior painting | 2,485.00 |
| Loch Lomond South | 19HP0226 - Ext Ptg | 72,800.00 |
| Loeb, Roger | 19HP1488 Ext Ptg | 2,620.00 |
| Lombardy at Kingspoint | 23HP0360 Exterior Painting | 71,400.00 |
| Long Lake Palms HOA | 24HP0047 Swing Gates | 1,655.00 |
| Long Lake Ranches | 22HP0611 Exterior Painting | 34,555.00 |
| Long Lake Ranches | 23HP0432 Guadhouse Interior | 3,550.00 |
| Longo, Chris | 20HP2042 - Ext ptg | 2,285.00 |
| Longshore at Jonathan's Landing | 19HP0087 Perimeter wall | 7,000.00 |
| Longshore at Jonathan's Landing | 21HP1276-Painting South Wall | 6,200.00 |
| Longshore at Jonathan's Landing | 22HP1340 Mailboxes/Poles | 3,485.00 |
| Longstreth, Jamie | 23HP0969 Interior Painting | 19,885.00 |
| Longstreth, Jamie | 24HP0360 Repairs and Touch Ups | 6,885.00 |
| Longstreth, Jim* | 24HP0621 Interior Painting | 18,000.00 |
| Lopez, Ray | 21HP1799 - Exterior Painting | 4,975.00 |
| Lopez, Santy | 22HP0691-Exterior Painting | 4,435.00 |
| Loring, Jana | 20HP0786 - Ext Ptg | 4,000.00 |
| Love, Krista | 20HP1367 - Ext Ptg | 4,285.00 |
| Lowe, Elanie | 24HP0016 Pressure Clean Roof | 1,400.00 |
| Lowe, Elanie | 24HP0358 Exterior Painting | 12,785.00 |
| Loxahatchee Business Park - South | 19HP00119 Exterior paint | 29,980.00 |
| Lubetkin, David | 20HP1869 - Ext. Ptg. | 3,475.00 |
| Lucerne Lakes HOA South | 21HP0908 Painting Fence & Pool House | 14,840.00 |
| Lucerne Lakes Master HOA | 21HP0893 - Coating/Painting Wood Fence | 4,435.00 |
| Ludwig, Nancy | 24HP0557 garage & mailbox ptg | 1,470.00 |
| Lugo, Vincent & Beverly | 22HP0588 Exterior Painting | 1,350.00 |
| Lugosi, Glenn | 23HP1152 Waterproofing | 1,200.00 |
| Lugosi, Glenn | 24HP0533 Exterior Painting | 4,285.00 |
| Luna Ocean | 22HP0419 Door Painting | 6,850.00 |
| Luna Ocean | 22HP0775 Strip and Door Paint | 2,520.00 |
| Lupo. Vito | 19HP0960 PC | 1,030.00 |
| Lush Puppy Pet Resort | 19HP1192 Ext Ptg | 6,830.00 |
| Luttinger, Owen | 19HP0264 Ext Ptg garage doors | 2,110.00 |
| Luxuria Condominium Association | 21HP0022 - Exterior Painting | 711,839.65 |
| Luxuria Condominium Association | 21HP1078-UNit 701 West Terraces Waterproo | 2,800.00 |
| Luxuria Condominium Association | 23HP0684 Unit 602 Touch ups | 3,055.00 |
| Luxuria Condominium Association | 24HP0033 Unit 402 | 8,100.00 |
| Luzardo, Patricia | 20HP0631 - PC | 1,195.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Luzim, Ron | 20HP1970 - Water Intrusion | 2,876.00 |
| LW Jog Shopping Center | 22HP0623 Exterior Painting | 76,784.00 |
| LW Jog Shopping Center | 22HP0949 Exterior Painting | 60,757.00 |
| Lyman Village | 22HP0479-Pressure Cleaning | 3,940.00 |
| Lynn University | 21HP1134 Exteior Painting | 8,240.00 |
| Lynn University | 21HP1152-Parapet Roof | 13,490.00 |
| Lynn University | 21HP1153-Parper Hall-Pressure Clean&Paint | 32,070.00 |
| Lynn University | 21HP1305-Stucco Repair | 3,600.00 |
| Lynn, Nancy | 20HP1973 - Ext Ptg | 1,750.00 |
| Lynn, Nancy* | 24HP0826 Misc Painting | 6,385.00 |
| Lyons Business Park | 22HP0631 Painting Building C | 18,775.00 |
| Lyons Corporate Park | 20HP0191 - PC & Ext Ptg - Bldg I | 11,000.00 |
| Lyons Corporate Park | 20HP0192 - PC & Ext Ptg - Bldg H | 11,000.00 |
| Lyons Corporate Park | 21HP0540 - Ext. Ptg. Bldg A & E | 23,500.00 |
| Lyons Corporate Park | 23HP0268 Exterior Painting | 16,000.00 |
| Lyons Corporate Park | 24HP0734 Exterior Painting | 14,000.00 |
| Lyons Technology III | 24HP0323 Exterior Painting | 46,400.00 |
| Lyons, Dave | 21HP2032 Exterior Painting | 6,250.00 |
| Lyons, Dave | 22HP0136 Rear Fence Painting | 1,440.00 |
| M & S Equipment | 21HP0744 - Ext Ptg | 15,220.00 |
| M&S Equipment | 24HP0687 Pressure Cleaning | 2,980.00 |
| Mack, Harriet | 24HP0838 Exterior Painting | 3,185.00 |
| Mack, Vicky | 20HP1846 - Ext. Ptg. | 3,885.00 |
| Mackrell, Jim | 22HP0251 Exterior Painting | 4,110.00 |
| Maddalena @ Addison Reserve | 21HP1453-Painting Mailboxes | 4,928.00 |
| Maddalena @ Addison Reserve | 21HP1714 Pressure Cleaning | 1,066.00 |
| Maddalena @ Addison Reserve | 21HP2018 - ID Walls Painting | 2,885.00 |
| Maddalena @ Addison Reserve | 23HP0748 Presure Cleaning | 1,266.00 |
| Madison Manor | 19HP0281 Ext Ptg | 24,680.00 |
| Madison Manor | 19HP1456 PC | 4,200.00 |
| Madison Manor | 22HP0823 Catwalks | 3,500.00 |
| Madison Manor | 23HP0016 Perimeter Pool Wall | 1,500.00 |
| Madison Manor | 24HP0098 Roof Cleaning | 5,315.00 |
| Magdalena @ Mirasol | 20HP1833 - Ptg. ID walls | 1,885.00 |
| Magden, Harley | 22HP0434 Exterior Painting | 14,135.00 |
| Maguire, Michael | 22HP0467 Interior Painting | 3,185.00 |
| Mahler, Renee | 24HP1129 Interior Painting | 2,075.00 |
| Mahogany Services Inc | 20HP1044 - Cmml ptg | 16,281.00 |
| Mahogany Services Inc | 20HP1219 - Waterproof Ext Planters | 3,240.00 |
| Mahogany Services Inc | 21HP0289 - water Test | 3,000.00 |
| Mainlands Clubhouse | 19HP0323 PC Roof | 1,980.00 |
| Mains, Sheila | 23HP0263 Exterior Painting | 8,335.00 |
| Majestic Isles | 20HP1421 - Exterior Perimeter Wall | 4,248.00 |
| Majestic Isles | 20HP1625 - Interior Ptg Perimeter Wall | 4,236.00 |
| Majestic Isles | 22HP0784 Exterior Painting | 250,108.00 |
| Majestic View Condo | 19HP0094 Exterior touch up | 21,835.00 |
| Mallinson, Micki | 22HP0158 Exterior Painting | 2,580.00 |
| Malvern Neighborhood Assoc | 21HP1413-Pressure Cleaning | 2,670.00 |
| Manchester Greens at Wycliffe | 22HP0514 Mailbox Painting | 5,026.00 |
| Manchester HOA @ Polo Club | 19HP1507 Rusted corner bead | 15,700.00 |
| Manchester HOA @ Polo Club | 20HP0198 - PC & Ptg | 132,650.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Manchester Lakes @ Wycliffe | 22HP0382 Mailboxes | 14,700.00 |
| Mancini, Ernest & Angela | 19HP0746 Ext Ptg | 1,900.00 |
| Mandelbaum, Dan | 24HP0384 Exterior Painting | 9,436.50 |
| Manolakos, Douglas | 20HP1927 - Int. Ptg. | 6,535.00 |
| Manoogian, Angele | 19HP1319 ext ptg | 6,010.00 |
| Mansfield A-N | 22HP1296 Hallway/Catwalk | 18,287.50 |
| Mansfield A-N | 22HP1297 Exterior Painting | 184,779.00 |
| Mansfield* | 23HP0104 Id Sign | 3,585.00 |
| Maple Isles | 20HP1384 - Pool house | 2,500.00 |
| Maraist, Coert | 21HP2029 Exterior Painting | 3,100.00 |
| Marcano, Joanne | 22HP0286 Pressure Cleaning | 1,270.00 |
| Marcelin, Myrtho | 21HP1904 Exterior Painting | 2,185.00 |
| Marcey, Jim | 20HP1936 - Ext. Ptg. | 2,890.00 |
| Marcotte, Michel | 24HP0401 Interior Painting | 2,885.00 |
| Margarita Keiser | 19HP0072 - Exterior painting | 2,850.00 |
| Marilyn Liroff | 21HP0092 - Ext. Ptg. | 3,635.00 |
| Marina Del Mar | 19HP0513 Ptg metal fence | 5,885.00 |
| Marina Tower Turnberry Isle Condo | 21HP2065 Exterior Painting | 1,463,756.00 |
| Mariner Court | 24HP0883 Pressure Cleaning | 3,400.00 |
| Mariners Cay Condo Assoc | 19HP0558 water test | 5,375.00 |
| Mariners Cay Condo Assoc | 20HP1165 - Water test | 2,500.00 |
| Mariners Cay Condo Assoc | 20HP1166 - Crack repairs/warranty work | 1,910.00 |
| Mariners Cay Condo Assoc | 20HP1350 - Drywall Installation | 2,865.00 |
| Mariners Cay Condo Assoc | 20HP1496 - Door repair/paint | 1,405.00 |
| Mariners Cay Condo Assoc | 20HP1852 - Repair cracks | 1,650.00 |
| Mariposa POA @ Mirasol | 21HP0899 - Exterior Painting | 2,185.00 |
| Mariposa Pointe @ Weston Center | 21HP1478 Exterior Painting | 62,635.00 |
| Mariposa Pointe @ Weston Town | 20HP0447 - PC | 29,200.00 |
| Market Place at Hobe Sound | 21HP1370 - Ext. Pt. | 146,265.53 |
| Market Place at Hobe Sound | 21HP1826 Painting Sidewalk | 15,850.00 |
| Market Place at Hobe Sound | 22HP0282 Walkway Painting | 4,850.00 |
| Market Place at Hobe Sound | 22HP0561 Parapet Wall | 3,000.00 |
| Markhoff, Judy | 19HP0677 ext ptg privacy wall | 1,750.00 |
| Markhoff, Judy | 19HP0678 ext ptg front door | 1,185.00 |
| Marlwood Estates HOA, Inc. | 19HP1370 PC Id walls and curbs | 1,025.00 |
| Marsicovetere, John | 20HP1363 - Ext Ptg | 2,590.00 |
| Martin County Airport | 23HP0448 Roof Repair & Coatung | 4,850.00 |
| Martin, Michelle | 19HP0645 ext ptg | 2,570.00 |
| Martinez, Marty | 21HP1707 Exterior Painting | 4,700.00 |
| Martinez, Marty | 21HP2185 Garage Door | 1,100.00 |
| Martinique @ Miramar | 20HP1803 - Ext. Ptg. | 27,000.00 |
| Martinique @ Miramar | 20HP1829 - Phase II Ext. Ptg. | 23,600.00 |
| Martinique @ Miramar | 20HP1854 - Rotted wood | 15,235.00 |
| Martino, James & Becky | 24HP0057 Exterior Painting | 9,970.00 |
| Mas, Valerie | 24HP0602 Exterior Painting | 2,850.00 |
| Maschler, Matthew | 20HP0812 - Ext Ptg | 6,485.00 |
| Maschler, Matthew | 20HP1728 - Ext Ptg | 11,260.00 |
| Maso, Jose | 24HP0914 Exterior Painting | 2,935.00 |
| Maso, Jose | 24HP1091 Interior Painting | 4,745.00 |
| Massa | 21HP1888 Exterior Painting | 2,685.00 |
| Massa | 21HP1889-Rusted Corner Beads | 3,155.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Massa | 21HP1890 - Painting | 2,600.00 |
| Massarskaya, Valentina | 21HP1231-Sign Up-Ocean Grande-Ext Ptg | 3,355.00 |
| Masserano, Manuela | 24HP0845 Sign Up Le Chateau Balcony | 2,185.00 |
| Mastronardi, Kathy | 23HP1202 Door & Window Frames | 9,385.00 |
| Mattos, Marcelo | 20HP1828 - Ext. Ptg. | 2,500.00 |
| May, Deborah | 20HP1292 - Misc Ptg | 1,850.00 |
| May, Ibelisa | 21HP1228-Sign Up-Ocean Grande-Ext Ptg | 4,212.75 |
| Maya, Lisa | 22HP1042 Exterior Painting | 3,185.00 |
| Mayer, Robert | 21HP0797 - Stucco Repair & Ptg | 1,529.00 |
| Mayfair @ Woodfield CC | 19HP0269 Ptg poles & street signs | 3,690.00 |
| Mayfair @ Woodfield CC | 22HP0981 Pressure Cleaning | 19,190.00 |
| Mayfair of Boca Condo | 19HP0221 Ext Ptg | 3,521.00 |
| Mayfair of Boca Condo | 19HP0752 waterproofing utility | 1,943.20 |
| Mayor, Jess | 21HP0610 - Exterior Painting | 3,400.00 |
| Mayor, Jess | 22HP0271 Exterior Painting | 2,785.00 |
| Mayor, Jess** | 23HP0100 Exterior Painting | 8,500.00 |
| Mayor, Jess*** | 23HP0378 Exterior Painting | 3,500.00 |
| Mayor, Jess***** | 24HP0020 Exterior Painting | 3,455.00 |
| Mayor, Jess****** | 24HP0021 Exterior Painting | 4,000.00 |
| Maywah, Phillip | 22HP0446 Exterior painting | 2,485.00 |
| McBrien, Kathy | 21HP1218 - Ext Painting | 2,885.00 |
| McCormick, Bruce | 20HP0754 - Ext Ptg | 5,970.00 |
| McCormick, Michael | 21HP0252 - Ext. Ptg. | 3,885.00 |
| McCray, Percy | 21HP1859 Exterior Painting | 2,860.00 |
| McDonnell, Joe & Julie | 19HP1075 Ext Ptg | 26,200.00 |
| McFadden, Damian | 21HP1943 Exterior Painting | 2,185.00 |
| McGinn, Sean | 20HP2033 - Ext ptg | 5,785.00 |
| McIntosh, Inga | 22HP0787 Exterior Painting | 4,285.00 |
| McKay, Christine | 20HP1870 - Misc Ptg. | 1,420.00 |
| McKemie, Marcie | 23HP0403 Interior Painting | 1,785.00 |
| McKeon, Jill | 24HP0394 Exterior Painting | 6,735.00 |
| McLoughlin, Jan | 22HP1227 Touch Ups | 1,585.00 |
| McMenamin, Liz | 23HP0626 Exterior Painting | 4,370.00 |
| Meadows at Weston | 19HP0386 Ext Ptg light & street sign pole | 32,145.00 |
| Mears Enterprises | 20HP2037 - Ptg | 2,975.00 |
| Measelle, Larry | 21HP0609 - PC & Ptg | 3,775.00 |
| Med Plex | 20HP1716 - PC | 1,687.00 |
| Med Plex | 20HP1954 - PC Pavers 2nd floor | 11,510.00 |
| Med Plex | 23HP0038 Interior Painting | 5,873.00 |
| Med Plex | 23HP0114 Bench Project | 3,750.00 |
| Med Plex | 23HP0115 Exterior Painting | 29,970.00 |
| Mediterranea Condo C | 5089-17 Exterior painting | 8,000.00 |
| Mednax | 22HP0706 Interior painting | 104,250.00 |
| Meitus, Lisa | 24HP0893 Misc Painting | 1,150.00 |
| Melidona, Cristina | 24HP1180 Ceiling Repair | 1,345.50 |
| Mellen, Debbie | 22HP0513 Exterior Painting | 3,885.00 |
| Mellman, Howard | 19HP0892 Int Ptg & Drywall | 3,685.00 |
| Melnick Residents | 21HP0532 - Interior Painting | 4,900.00 |
| Melton, Lou | 20HP0382 - Ext Ptg | 2,835.00 |
| Memorial Healthcare Systems | 19HP0872 window caulking | 2,700.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Memorial Hospital West | 1665-18 Out Patient Facility | 19,895.00 |
| Memorial Hospital West | 19HP0898 3rd fl stairwells | 1,850.00 |
| Memorial Hospital West | 19HP0899 pipes in garage | 13,100.00 |
| Memorial Hospital West | 19HP1290 Ptg 3 parking garage walls | 15,625.00 |
| Memorial Hospital West | 19HP1512 ptg accent color | 16,937.50 |
| Memorial Hospital West | 22HP1418 Exterior Painting | 31,095.00 |
| Memorial Hospital West | 23HP0377 Cooling Tower Pipes | 14,790.00 |
| Memorial Hospital West | 9879-18 Main Hospital | 391,054.50 |
| Memorial Hospital West | 9926-19 Mob 601 & 603 | 48,955.00 |
| Memorial Hospital West | 9935-18 Building 601 | 71,655.00 |
| Mendez, George | 23HP0562 Fence Painting | 1,275.00 |
| Menditto, Karen | 19SF0378 Ext Ptg | 3,285.00 |
| Menser, Mike | 20HP2081 - PC roof | 1,285.00 |
| Menzies Aviation | 19HP1294 int Ptg | 15,850.00 |
| Mergler, Mary Ann | 21HP0294 - Ext. Ptg. | 2,585.00 |
| Meridian One North Ocean | 19HP1236 Remedial clean units 101 & 107 | 1,140.00 |
| Meridian One North Ocean | 23HP0561 Exterior Finishes | 66,875.00 |
| Meridian One North Ocean | 24HP0014 Exterior Finishes | 4,070.00 |
| Meridiana at Boca Pointe | 20HP1813 - Ext. Ptg. | 269,850.00 |
| Meridiana at Boca Pointe | 21HP0327 - Painting Mailboxes | 2,875.00 |
| Merinoff, Spencer | 22HP0764 Pressure Cleaning | 15,750.00 |
| Merrill, Michelle | 21HP0784-Exterior Painting | 3,285.00 |
| Merzer, Sally | 24HP0036 Stucco Painting | 1,879.00 |
| Messina, San ** | 23HP0110 Street Signs-Light Poles | 17,219.25 |
| Meyer, Robin | 21HP1067-Exterior Painting | 3,285.00 |
| Meyers, Wanda | 19HP0594 Ext Ptg | 2,228.00 |
| Miami Lakes Lake Cynthia HOA | 21HP1135-Exterior Painting | 44,370.00 |
| Miami Management | 21HP0406 - Recoating (University Parc | 13,982.24 |
| Miami Shores Village | 22HP0457 Exterior Painting | 20,050.00 |
| Michaels, Leslie | 22HP0260 Interior Painting | 3,900.00 |
| Milke, Sidney & Iracema | 21HP1584-Exterior Painting | 3,200.00 |
| Miller, Cathy* | 23HP0054 Exterior Painting | 2,285.00 |
| Miller, Craig | 23HP0522 Exterior Painting | 2,400.00 |
| Miller, Glenn | 21HP1157-Paver Painting | 1,200.00 |
| Miller, Joe | 21HP0872 - Exterior Painting | 2,000.00 |
| Miller, M | 24HP0170 Exterior Painting | 12,000.00 |
| Miller, Tonya | 22HP0012 Exterior Painting | 7,285.00 |
| Millpond HOA, Inc. | 19HP0976 ext ptg of poles | 2,935.00 |
| Millpond HOA, Inc. | 19HP0977 PC Gazebos | 2,130.00 |
| Milstein, Robin | 24HP0403 Exterior Painting | 3,745.00 |
| Minerva, Kerry | 21HP0594 - Exterior Ptg | 4,885.00 |
| Mini, Ana | 19HP0010 Exterior Painting | 3,485.00 |
| Minion, Marilyn | 20HP1075 - sliding door/window frames ptg | 1,183.00 |
| Minkin, Ivan | 20HP0361 - Int Ptg | 5,125.00 |
| Minkin, Maureen | 22HP0025 Exterior Painting | 1,685.00 |
| Mirabella @ Mirasol HOA, Inc. | 19HP1077 - ptg light poles | 1,848.00 |
| Mirabella @ Mirasol HOA, Inc. | 19HP1079 - ptg window ledges | 2,285.00 |
| Mirabella @ Mirasol HOA, Inc. | 23HP0600 Dome Painting | 7,500.00 |
| Mirabella @ Mirasol HOA, Inc. | 24HP0605 Mailboxes | 40,000.00 |
| Mirabella HOA | 21HP0547 - Professional Painting | 15,085.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Mirabella Townhomes | 19HP0757 pc sidewalks | 5,145.00 |
| Mirabella Townhomes | 20HP0177 - PC | 5,145.00 |
| Mirabella Townhomes | 20HP0178 - Ext Ptg | 5,205.00 |
| Mirabella Townhomes | 21HP0749 - Roof Cleaning | 18,055.00 |
| Mirabella Townhomes | 21HP0751 - Sidewalk Cleaning | 5,145.00 |
| Mirabella Townhomes | 21HP1868 Exterior Painting | 108,315.00 |
| Mirador 1035 Condo Assn. | 20HP0642 - Ext Ptg | 74,283.75 |
| Mirador 1035 Condo Assn. | 22HP0537-Railings | 13,500.00 |
| Mirasol HOA @ Addison Reserve | 20HP1351 - Ptg Mailboxes | 3,575.00 |
| Mirasol HOA @ Addison Reserve | 23HP1054 Pressure Cleaning | 1,469.00 |
| Mirasol Master Mtce. Assn., Inc. | 19HP1267 PC Sidewalks | 1,450.00 |
| Mirasol Master Mtce. Assn., Inc. | 19HP1268 Floor coating | 2,055.00 |
| Mirasol Master Mtce. Assn., Inc. | 20HP0933 - Qtrly PC | 3,555.00 |
| Mirasol Master Mtce. Assn., Inc. | 20HP0980 - Ptg Perimeter wall | 5,885.00 |
| Mirasol Master Mtce. Assn., Inc. | 20HP1555 | 2,777.00 |
| Mirasol Master Mtce. Assn., Inc. | 20HP1804 - PC sidewalks | 9,870.00 |
| Mirasol Master Mtce. Assn., Inc. | 20HP1962 - PC Sidewalks (Jog Road) | 6,760.00 |
| Mirasol Master Mtce. Assn., Inc. | 21HP0697 - Ptg. Bridge | 22,680.00 |
| Mirasol Master Mtce. Assn., Inc. | 21HP0701 - Qrtly PC 2021-2026 | 31,074.00 |
| Mirasol Master Mtce. Assn., Inc. | 21HP0709 - PC Wall Bands | 2,550.00 |
| Mirasol Master Mtce. Assn., Inc. | 23HP0198 Fountain Painting | 3,850.00 |
| Mirasol Master Mtce. Assn., Inc. | 23HP0820 Fountains | 1,885.00 |
| Mirasol Master Mtce. Assn., Inc. | 23HP0870 Pump House | 1,485.00 |
| Mirasol Master Mtce. Assn., Inc. | 23HP1011 Pressure Cleaning | 2,850.00 |
| Mirasol Master Mtce. Assn., Inc. | 24HP0194 Perimeter Wall | 48,850.00 |
| Mirasol Master Mtce. Assn., Inc. | 24HP0719 Fountain Painting | 1,050.00 |
| Mirasol POA @ Addison Reserve | 21HP2178 ID Wall Painting | 2,885.00 |
| Mirasol POA @ Addison Reserve | 22HP0125 Painting Mailboxes | 4,600.00 |
| Mizel, Gerald | 21HP1750 Pressure Cleaning | 2,185.00 |
| Mizels, Lori | 20HP1902 - Ext. Ptg. | 4,230.00 |
| Mizner Country Club POA, Inc. | 19HP1218 Ext Ptg clubhouse | 40,125.00 |
| Mizner Country Club POA, Inc. | 20HP0204 - Ext Ptg | 2,050.00 |
| Mizner Country Club POA, Inc. | 20HP1971 - Ext Ptg | 8,916.50 |
| Mizner Country Club POA, Inc. | 21HP0083 - Int. Ptg. | 1,885.00 |
| Mizner Country Club POA, Inc. | 21HP1081-Light Poles | 27,300.00 |
| Mizner Country Club POA, Inc. | 21HP1185-Painting Sign Poles&Blades | 4,890.00 |
| Mizner Country Club POA, Inc. | 21HP1435-Stucco Repair | 2,385.00 |
| Mizner Court Condo | 19HP0578 - Int Ptg | 422,138.00 |
| Mizner Court Condo | 20HP0169 - Int Ptg | 7,800.00 |
| Mizner Court Condo | 21HP0791 - Pavilion Remodel | 6,500.00 |
| Mizner Court Condo | 21HP0824 - Elevator Shaft | 1,850.00 |
| Mizner Court Condo | 21HP0825 - Int Doors | 1,500.00 |
| Mizner Court Condo | 21HP2096 Interior Doors | 2,625.00 |
| Mizner Court Condo | 22HP0295 Planter Deck | 18,150.00 |
| Mizner Court Condo | 22HP0543 Concrete Core Samples | 16,886.00 |
| Mizner Court Condo | 23HP0011 Crack Repair | 8,900.00 |
| Mizner Grand Assn., Inc. | 20HP1315 - Vapor Blast Curbs | 4,007.50 |
| Mizner Preserve H.O.A. | 19HP0919 | 1,100.00 |
| Mizner Village | 19HP1174 ptg light poles | 13,875.00 |
| MMK Global LLC | 22HP0058 Stain Woodwork | 42,000.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Monaco G | 19HP0943 beautification & Ptg | 41,695.00 |
| Monaco I | 20HP1008 - Cmml ptg/floor coating | 32,000.00 |
| Mondevir, Harry | 21HP1954 Sign Up Ocean Grande Place | 3,700.00 |
| Montagnino, Donna | 21HP0086 - Ext. Ptg. | 3,050.00 |
| Montecito HOA @ Addison Reserve | 19HP0308 - Stain pre cast columns | 2,100.00 |
| Montecito HOA @ Addison Reserve | 19HP1479 - Ext Ptg | 7,540.00 |
| Montecito HOA @ Addison Reserve | 20HP1713 - 2020 PC houses | 18,175.00 |
| Montecito HOA @ Addison Reserve | 24HP0673 Pressure Cleaning | 1,160.00 |
| Montecito HOA INC. | 24HP1139 Sign Ups | 4,300.00 |
| Montecito POA @ Addison Reserve | 23HP0765 Pressure Cleaning | 6,970.00 |
| Montejo, Ray | 21HP0596 - Ext Ptg | 5,090.00 |
| Montemurro, Carole | 1578-18 Repair doors | 1,775.00 |
| Monterey Pointe @ PGA | 20HP0102 - Re-Ptg Perimeter Wall | 7,890.00 |
| Monterey Pointe @ PGA | 20HP0537 - 2020 Beautification | 36,863.00 |
| Monterey Pointe @ PGA | 20HP0957 - Repaint Common Walls | 4,410.00 |
| Monterey Pointe @ PGA | 21HP0905 - Painting Preimeter Wall | 1,175.00 |
| Monterey Pointe @ PGA | 21HP1022 - 2021 Beautification | 32,851.00 |
| Monterey Pointe @ PGA | 22HP0722 Wing Wall | 9,885.00 |
| Monterey Pointe @ PGA | 23HP0041 2023 Beautification | 45,714.00 |
| Monterey Pointe @ PGA | 23HP0065 Wing & Privacy Wall Paitning | 1,985.00 |
| Monterey Pointe @ PGA | 23HP0958 Party Fences | 5,700.00 |
| Monterey Pointe HOA | 24HP0806 Privacy Wall | 8,042.70 |
| Mooney, Burke | 24HP0944 Exterior Painting | 3,350.00 |
| Morgan, Meredith | 19HP0868 ext ptg | 10,230.00 |
| Morgenstern, Barry | 21HP0309 - Exterior Painting | 2,785.00 |
| Morin, Alfred | 21HP2123 Interior Painting | 3,460.00 |
| Morningstar at Delray Master Association | 20HP1992 - Painting | 10,950.00 |
| Morningstar at Delray Master Association | 20HP1994 - Light Poles | 2,645.00 |
| Morningstar at Delray Master Association | 21HP0349 - Ext. Ptg. | 7,985.00 |
| Morris, Ken | 21HP1060-Exterior Painting | 2,570.00 |
| Morrissey, Steve | 24HP0933 Exterior Painting | 3,000.00 |
| Mosser, Rex | 20HP0122 - Int Ptg | 12,385.00 |
| Mothreal, Brinton | 23HP0567 Exterior Painting | 5,315.00 |
| Mothreal, Brinton | 23HP1207 Exterior Painting | 2,800.00 |
| Motzno, Steve | 24HP0802 Exterior Painting | 11,885.00 |
| Movassaghi, Ziba | 21HP1726 Exterior Painting | 3,285.00 |
| Mr. & Mrs. Renaldi | 21HP0715 | 11,085.00 |
| Muirfield HOA @ PGA Village | 23HP0281 Exterior Painting | 82,110.00 |
| Mullins, Dawn | 23HP0067 Exterior Painting | 3,085.00 |
| Mullins, Tony | 21HP1442-Exterior Painting | 2,000.00 |
| Murphy, Leslie | 21HP0682- Exterior Ptg | 2,125.00 |
| Musibay, Ariel | 22HP0726 Exterior Painting | 5,805.00 |
| Myers, Barry | 19HP1412 - PC | 1,050.00 |
| Myers, Jason | 20HP1557 - Stain Pavers | 1,285.00 |
| N&G Investments LLC | 20HP0803 - Two Warehouse bldgs | 15,745.64 |
| Nabson, Harold | 21HP0864 - Exterior Painting | 1,885.00 |
| Nachlas, Fran | 21HP0580 - Exterior Painting | 7,730.00 |
| Nachlas, Fran | 21HP0581 - Decorative Soffit Band | 6,635.00 |
| Nachlas, Fran | 21HP1174-Exterior Painting | 4,985.00 |
| Nachlas, Fran | 23HP0570 Exterior Painting | 7,285.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Nachlas, Fran | 23HP0605 Columns | 1,200.00 |
| Nadler, Mark (11860) | 19HP0987 int ptg | 4,885.00 |
| Naing, Thein | 24HP0902 Exterior Painting | 3,635.00 |
| Nance, Faith | 23HP0076 Exterior Painting | 3,000.00 |
| Napolitano, Michael | 20HP1345 - Ext Ptg | 8,385.00 |
| Napolitano, Michael | 23HP0111 Exterior Painting | 1,885.00 |
| Narragansett Realty II, Inc | 19HP0131 - Wells Fargo Exterior painting | 75,425.00 |
| Nassau Bay Condominium | 22HP0836 Exterior Painting | 27,585.00 |
| Nassau Bay II Condo Assn. | 22HP0781 Exterior painting | 36,800.00 |
| Natalie Trees | 20HP1649 - Int Ptg | 2,885.00 |
| National Young Arts Foundation | 19HP0026 1st Qtr 2019 | 3,330.00 |
| Nature of Marble | 22HP0001 Exterior Painting | 20,145.00 |
| Nejad, GiGi | 23HP0749 Interior Painting | 3,000.00 |
| Nelson, Scott | 23HP0577 Interior Painting | 4,500.00 |
| Nemes, Jay | 22HP0627 Exterior painting | 3,185.00 |
| Nemes, Jay (10741) | 19HP0549 Int Ptg | 1,500.00 |
| Neuberger,Susan | 21HP0472 - Garage Door Ptg | 1,800.00 |
| Newman, Audrey | 21HP0043 - Window Frames | 1,041.00 |
| Newman, Rhona | 24HP0831 Misc Painting | 1,480.05 |
| Newport Bay Club | 19HP0334 - Ext Ptg tennis court | 19,320.00 |
| Newport Bay Club | 22HP0771 Light Poles and Signs | 15,430.00 |
| Newport Bay Club | 22HP0822 Painting Signs | 2,205.00 |
| Newport Bay Club* | 24HP0392 Light Pole & Guardhouse | 1,460.00 |
| Newport Bay Club* | 24HP0393 Tuff Top | 5,445.00 |
| Newport G | 19HP0166 - Tuff coat coat | 1,150.00 |
| Newport G | 19HP1340 Tuff Coat walkways | 2,510.00 |
| Newport G | 20HP1448 - Walkways | 1,585.00 |
| NextGen Management | 20HP0357 - PC & Ptg | 2,100.00 |
| NextGen Management | 20HP0372 - PC | 1,075.00 |
| NextGen Management | 20HP1254 - PC | 1,575.00 |
| Nguyen, Tony | 24HP1109 Exterior Painting | 6,677.47 |
| Nichols, Ann | 20HP0719 - Ext Ptg | 2,358.00 |
| Nicolay, Melanie | 22HP0130 Exterior Painting | 3,635.00 |
| Nicoll, Malvina | 23HP0473 Driveway Staining | 1,260.00 |
| Nielsen, Tim | 23HP0897 Exterior painting | 13,685.00 |
| Nigro, Andrea | 22HP0757 Exterior painting | 6,485.00 |
| Nir, Arie | 24HP0351 Exterior Painting | 3,280.00 |
| Nissman | 21HP0708 - Ext Ptg | 6,500.00 |
| Noonan, Jim | 21HP0082 - Ext. Ptg | 6,835.00 |
| Norlander Condominium | 19HP0056 | 6,441.00 |
| Normandy B | 20HP1009 - Tuff Top Coating 1st/2nd floor | 10,000.00 |
| Normandy B | 21HP0830 - Exterior Painting | 30,000.00 |
| Normandy B | 22HP0006-Floor Turf Top Coating | 6,000.00 |
| Normandy D | 20HP0552 - 1st floor Top Coasting & Splat | 1,662.00 |
| Normandy F | 22HP0173 Exterior Painting | 33,600.00 |
| Normandy H | 21HP0571- Commercial Painting | 29,025.00 |
| Normandy Isles | 20HP0553 - Exterior Painting | 8,252.50 |
| Normandy K | 21HP1498 Exterior Painting | 27,500.00 |
| Normandy L | 22HP0097 Exterior Painting | 31,625.00 |
| Normandy M | 19HP0524 Tuff coat 1st/2nd | 11,910.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Normandy M | 22HP0230 Exterior Painting | 31,740.00 |
| Normandy N | 20HP0007 - Ptg & Floor coating | 27,625.00 |
| Normandy N | 20HP0401 - Repair & Ptg | 13,520.00 |
| Normandy O | 21HP1307-Exterior Painting | 28,000.00 |
| Normandy P | 19HP0397 Tuff Coat 1st & 2nd | 2,990.00 |
| Normandy U | 20HP0010 1st fl repair walkway | 1,140.00 |
| Normany D - Kings Point | 19HP0265 Dek-tec | 17,300.00 |
| North Beach Condo | 19HP0109 Misc Painting | 3,410.00 |
| North Hills at Weston Hills CC | 22HP0163 Light Post & Signs | 29,570.00 |
| North Hills at Weston Hills CC | 22HP0164 Mailboxes | 84,348.00 |
| North West Gardens | 21HP1248-Exterior Painting | 1,440.00 |
| Northlake Court / Drive | 19HP1450 Ext Ptg | 11,835.00 |
| Northlake Village | 21HP1589 Exterior Painting | 31,085.00 |
| Northlake Village | 21HP1685 Exterior Painting Back Walls | 10,500.00 |
| Northlake Villas Condo Assoc. | 21HP1224-Painting Catwalk | 4,100.00 |
| Northridge Shopping Center | 19HP0750 Ext Ptg Youfit | 2,640.00 |
| Northridge Shopping Center | 20HP1004 - Unit 811 back wall | 1,115.00 |
| Northridge Shopping Center | 20HP1435 - Ptg. front column | 2,250.00 |
| Northridge Shopping Center | 20HP1925 - Ext. Ptg. | 1,985.00 |
| Northridge Shopping Center | 20HP1926 - Ext. Ptg. | 2,115.00 |
| Northridge Shopping Center | 22HP0210 UPS Store Sign | 3,285.00 |
| Norwegian Seams Church | 21HP1756 Exterior Painting | 32,300.00 |
| Norwegian Seams Church | 21HP1913 Fencce Painting | 4,556.00 |
| Nova Townhomes Assoc. | 23HP0692 Exterior painting | 7,885.00 |
| NRK Properties LLC | 22HP1464 Exterior Painting | 3,840.00 |
| Nugnes | 1681-18 Exterior painting | 2,825.00 |
| Nullman, Susan | 21HP0663 - Exterior Painting | 7,885.00 |
| Oak Hammock | 19HP1395 Ext Ptg Gates | 3,850.00 |
| Oak Path Condo | 20HP1706 - Comml ptg | 43,230.00 |
| Oak Run POA, Inc. | 21HP1841 Exterior Painting | 1,885.00 |
| Oak Run POA, Inc. | 23HP0510 Mailboxes | 12,075.00 |
| Oakbrook in Broken Sound | 24HP0542 | 6,444.00 |
| Oakridge Condo L | 19HP0289 1st & 2nd Dek-Tec | 1,900.00 |
| O'Brien, Tracy | 20HP0227 - Ext Ptg | 2,335.00 |
| Obuchowski, Abe | 23HP0013 Exterior Painting | 1,175.00 |
| Ocean Avenue POA | 23HP0569 Exterior Painting | 18,785.00 |
| Ocean Cay Association | 20HP0578 - Repair Garage doors | 2,880.00 |
| Ocean City Lofts Condo Assn., Inc. | 20HP0929 - concrete repair and patching | 3,885.00 |
| Ocean City Lofts Condo Assn., Inc. | 20HP1144 - Water Leak Repair | 5,885.00 |
| Ocean City Lofts Condo Assn., Inc. | 21HP0648 - Painting Project | 57,037.25 |
| Ocean City Lofts Condo Assn., Inc. | 21HP1400-Exterior Painting | 8,500.00 |
| Ocean Enclave I HOA | 22HP0951 Balcony Railing | 3,225.00 |
| Ocean Enclave II HOA | 22HP0183 Exterior Painting | 30,775.00 |
| Ocean Enclave II HOA | 22HP0870 Misc Painting | 8,250.00 |
| Ocean Grande | 21HP1110-Exterior Painting | 2,810.00 |
| Ocean Grande | 22HP0473 Painting Mailboxes/Poles | 2,889.00 |
| Ocean Place Condo Assn., Inc. | 20HP1065 - Seal Tile Floor | 2,575.00 |
| Ocean Place Condo Assn., Inc. | 22HP0665 Samples | 2,250.00 |
| Ocean Place Condominium | 21HP0785 - Ptg. Storage rooms | 10,600.00 |
| Ocean Place Condominium Association, Inc. | 20HP0026 - Splatter Coat Pool Deck | 9,060.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Ocean Place Condominium Association, Inc. | 20HP1903 - Deck Coating | 8,930.00 |
| Ocean Place Condominium Association, Inc. | 21HP0443- Tennis ct wall & gate ptg | 1,345.00 |
| Ocean Place Estates HOA., Inc. | 19HP0817 Ext Ptg | 10,625.00 |
| Ocean Ridge Yacht Club | 20HP0593 - Perimeter Wall Restoration | 4,000.00 |
| Ocean Sounds Condo | 21HP1894-Interior Painting | 5,025.00 |
| Ocean Sounds Condo | 21HP1895-Exterior Painting | 80,585.00 |
| Ocean Towers II | 1676-18 Exterior painting | 16,680.00 |
| Ocean View Condo Assoc., Inc | 19HP0425 ptg railings | 16,740.00 |
| Ocean Vista Condominium Assn. | 21HP0729 | 61,779.00 |
| Ocean Vista Condominium Assn. | 22HP0296 Decorative Bands | 4,865.00 |
| Ocean Walk HOA | 20HP0545 - Waterproof | 5,000.00 |
| Ocean Walk Villas Association | 20HP1688 - Drywall Repair | 2,300.00 |
| Oceanview Condo Building D | 22HP1039 Unit 402D Waterproofing | 2,460.00 |
| Oceanview Condominium | 20HP1052 - Water test | 6,718.00 |
| Oceanview Condominium | 20HP1544 - Water Test Bldg D | 7,250.00 |
| Oceanview Condominium | 21HP0793 - Intallation FPL doors | 4,944.50 |
| Oceanview Condominium | 21HP1289-Exterior Painting | 52,917.00 |
| Oceanview Condominium | 22HP0700 Exterior Painting Bldg D | 121,623.95 |
| Oceanview Condominium | 23HP0394 Ceiling Repair | 11,430.00 |
| Odom, Kim | 20HP0450 - Ext Ptg | 3,485.00 |
| Offices at Willow Grove | 20HP1623 - Unit 150-160 Water testing | 1,650.00 |
| Ogron, Daryl | 19HP0656 ext ptg | 1,985.00 |
| O'Keefe, Meredith | 23HP0099 Exterior Painting | 7,025.00 |
| Okeefe, Michael | 19HP0172 Ext Ptg | 3,085.00 |
| Oksana Maslak | 20HP0020 - EXT. PAINTING | 2,210.00 |
| Old Florida Village of Wilton Manors | 19HP0097 - Balcony paint & repair | 2,415.00 |
| Old Florida Village of Wilton Manors | 24HP0726 Exterior Painting | 42,330.00 |
| Old Palm Community Development District | 19HP1142 Ext Ptg perimeter wall | 71,100.00 |
| Old Palm Community Development District | 20HP0021 - PRO PRESSURE CLEANING | 2,992.00 |
| Old Palm Community Development District | 20HP0292 - Repair | 5,384.00 |
| Old Palm Community Development District | 20HP0832 - North Wall | 24,879.00 |
| Old Palm Community Development District | 21HP0795 - Cap on Perimeter Wall | 3,450.00 |
| Old Palm Community Development District | 21HP0796 - Ext Ptg | 4,899.00 |
| Old Palm Community Development District | 22HP0242 Turnpike Wall | 14,926.00 |
| Old Palm Foundation, Inc. | 20HP0796 - Ext Ptg | 6,154.00 |
| Old Palm Foundation, Inc. | 21HP0584 - Ptf Perimeter Wall | 3,300.00 |
| Old Palm Foundation, Inc. | 21HP1530 Repaint Wall | 2,000.00 |
| Old Palm Foundation, Inc. | 21HP1705 Wall Painting | 11,460.00 |
| Old Palm Foundation, Inc. | 22HP0241 Perimeter Wall | 1,386.00 |
| Old Palm Foundation, Inc. | 23HP0689 Fountain Walls | 4,584.00 |
| Old Palm Foundation, Inc. | 23HP0899 Perimeter Wall | 2,179.00 |
| Old Palm Foundation, Inc. | 23HP1070 Perimeter Wall | 1,349.00 |
| Old Palm Foundation, Inc. | 24HP0010 Perimeter Wall | 2,375.00 |
| Old Palm Grove | 21HP1140-Exterior Painting and Fence | 23,798.00 |
| Old Palm Grove | 21HP1141-Wood Clumns | 4,940.00 |
| Old School Square | 19HP0160 Pressure clean | 1,475.00 |
| Old School Square Professional Bldg | 20HP0769 - Ext Ptg | 10,353.00 |
| Olde Village Pointe | 24HP0426 Garage Ceilings and Pipes | 18,885.00 |
| Oliveri, Vincent | 24HP0201 Interior Painting | 8,980.00 |
| Olson, Chris | 20HP1874 - Ext. Ptg. | 3,285.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| One Emerald Place | 19HP1471 Ext Ptg | 21,475.00 |
| One Plantation | 19HP1424 Vapor blast | 2,012.00 |
| O'Neill, Nevalee | 22HP0724 Exterior Painting | 2,625.00 |
| Orchid Beach Condominium Association | 19HP1086 PC Roof | 9,650.00 |
| Orchid Beach Condominium Association | 19HP1087 Ext Ptg | 77,984.50 |
| Orchid Reserve @ Ibis | 19HP1396 2020-2026 Beautifications | 16,450.00 |
| Orenstein, Lisa | 19HP0957 ext ptg | 1,600.00 |
| Oriole Gardens 2 Condo Assn. | 21HP0108 - Misc Repairs | 1,200.00 |
| Orleans, Andrea | 24HP0904 Sign Up Monteverde Second Coat | 1,296.00 |
| Orofino, Paul | 22HP0189 Exterior Painting | 3,185.00 |
| Orovitz, Robin | 21HP1209 Ext Painting | 3,100.00 |
| Orwasher, Gilda | 24HP0381 Exterior Painting | 4,285.00 |
| Osceola Woods @ Abacoa | 20HP0188 - Ext Ptg | 197,100.00 |
| Osorio, Agustin | 21HP1246-Exterior Painting | 2,000.00 |
| Osprey Creek @ Ibis H.O.A. | 19HP0487 Stucco | 1,684.00 |
| Osprey Creek @ Ibis H.O.A. | 19HP0488 PVC numbers | 3,760.00 |
| Oster, Mike | 21HP0680 - Rooftop Painting | 1,885.00 |
| Ostrowsky, Sharon | 21HP0878 - Exterior Painting | 3,985.00 |
| Otero, Mr & Mrs | 22HP0731 Exterior Painting | 2,000.00 |
| Outrigger Condo | 19HP0962 Four Carports Permiter I-Beams | 1,785.00 |
| Owens, Dennis | 20HP2022 - Ext ptg | 4,085.00 |
| Pacchioli, Tom | 22HP0874 Interior Painting | 2,885.00 |
| Pacchioli, Tom & Kim | 19HP0652 int ptg | 1,985.00 |
| Pacchioli, Tom & Kim | 19HP0918 ext ptg | 2,630.00 |
| Pacheco, Margarita | 23HP0249 Exterior Painting | 3,970.00 |
| Pachter, Bruce | 20HP1562 - Ext ptg | 2,035.00 |
| Palacio @ Mirasol | 19HP0961 Community Pressure Cleaning | 2,485.00 |
| Palacio @ Mirasol | 20HP1637 - PC common areas | 2,485.00 |
| Palacio @ Mirasol | 21HP1590-Pressure Cleaning | 2,485.00 |
| Palacio @ Mirasol | 23HP0008 Pressure Cleaning | 2,883.00 |
| Palacios, Brian | 20HP0726 | 1,400.00 |
| Palacios, Brian | 20HP1347 - Int ptg | 2,285.00 |
| Palacios, Brian | 22HP1238 Exterior Painting | 2,260.00 |
| Palencia @ Addison Reserve | 22HP1268 Pressure Cleaning | 4,960.00 |
| Palencia POA | 19HP1504 Ext Ptg ID Wall | 2,500.00 |
| Palencia POA | 20HP1335 - PC Roofs 2020 | 10,075.00 |
| Palencia POA | 20HP1584 - 2020 Beautification | 65,615.00 |
| Palencia POA | 21HP0341 - Sidewalks | 4,875.00 |
| Palencia POA | 21HP0774 - PC Common areas | 4,875.00 |
| Palencia POA @ Addison Reserve | 23HP0629 Pressure Cleaning | 4,960.00 |
| Palermo Yacht Club | 21HP1146-Exterior Painting | 37,590.00 |
| Palermo Yacht Club | 21HP1451-Pressure clean back patios | 1,130.00 |
| Palermo Yacht Club | 21HP1452-Pressure Clean Walkway-Driveway | 1,225.00 |
| Paletta, Michelle | 22HP0387 Interior Painting | 3,740.00 |
| Paley, Barry | 19HP0704 ext ptg | 3,475.00 |
| Palladium HOA | 21HP1441-Interior Painting | 4,885.00 |
| Palm Aire 9 Condo | 23HP0022 Pressure Cleaning | 2,600.00 |
| Palm Aire Condo Three | 20HP0432 - Ext Ptg | 29,250.00 |
| Palm Aire Condo Three | 20HP0592 - EXT PTG MAILBOX AREA | 11,970.00 |
| Palm Aire Condo Three | 20HP0735 - FLOOR COATING | 6,445.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Palm Aire Condo Three | 20HP1597 - Cmm'l ptg | 70,585.00 |
| Palm Aire Condo Three | 22HP0881 Pressure Cleaning | 3,960.00 |
| Palm Aire Condo Three | 24HP0280 Roof Tiles | 3,210.00 |
| Palm Aire Village #1 | 21HP0757 - Ext Ptg | 4,200.00 |
| Palm Beach County Schools | 24HP0123 Jupiter HS | 7,500.00 |
| Palm Beach Glass Specialties | 21HP2070 Exterior Painting | 8,925.00 |
| Palm Cove Lofts | 1449-18 Painting metal surfaces | 33,487.50 |
| Palm Cove Lofts | 20HP0977 - Ext Ptg | 58,885.00 |
| Palm Island - Weston | 19HP0519 Ptg street lights | 3,420.00 |
| Palm Island - Weston | 19HP0520 - Ptg Id walls | 1,485.00 |
| Palm Island/Orchid Island | 20HP2016 - Light poles | 1,995.00 |
| Palm Lakes Condominium | 1212-18 Painting Railings | 67,200.00 |
| Palm Lakes Condominium | 1349-18 Int. Ptg. Corridors | 2,500.00 |
| Palm Lakes Condominium | 1730-18 Irrigation Pump | 2,285.00 |
| Palm Lakes Condominium | 19HP0935 stucco repairs | 8,770.00 |
| Palm Lakes Condominium | 20HP0161 - Re-Ptg | 7,485.00 |
| Palm Shores | 1480-18 Roof cleaning | 29,220.00 |
| Palmetto Professional Park POA | 20HP0709 - Ext Ptg | 22,839.00 |
| Palmetto Professional Park POA | 21HP0550 - Sealing Pavers | 4,120.00 |
| Palmetto Professional Park POA | 22HP0539 Pressure Cleaning | 5,990.00 |
| Palomar HOA | 20HP0629 - EXT PTG | 146,326.00 |
| Palomar HOA | 20HP0630 - PC | 17,630.00 |
| Palomar HOA | 20HP1325 - PC | 2,000.00 |
| Palomar HOA | 22HP0397 Driveways | 58,760.00 |
| Panarotti, Blain | 21HP1757 Interior Painting | 1,104.82 |
| Paradiz, Marilyn | 21HP0417 - Exterior Painting | 3,545.00 |
| Parc Court Condo | 20HP0884 - PTG | 4,400.00 |
| Parc Village | 20HP0764 - PC | 7,780.00 |
| Parc Village | 20HP1205 - Metal Fence painting | 3,130.00 |
| Parc Village Condominium Assn. | 1068-18 Exterior painting | 336,904.10 |
| Parc Village Condominium Assn. | 19HP0534 Ext Ptg - stain | 3,500.00 |
| Parc Village Condominium Assn. | 19HP0657 ext ptg | 105,715.00 |
| Parc Village Condominium Assn. | 20HP1125 - Knee walls | 28,730.00 |
| Park Place Condo Assn. @ The Lakes | 20HP1332 - Ext Ptg | 100,913.00 |
| Park Sheridan Plaza | 19HP0001 | 3,170.00 |
| Parkland Isles HOA | 21HP1694 Exterior Painting | 8,385.00 |
| Parkland Isles HOA | 22HP0690 Exterior Painting | 8,400.00 |
| Parkland Isles HOA | 22HP0896 Stucco Painting | 1,200.00 |
| Parkside HOA | 19HP0346 - PC | 1,250.00 |
| Parkside HOA | 19HP0584 Fence ptg | 1,890.00 |
| Parkside HOA | 19HP1379 Community PC | 2,868.00 |
| Parkside HOA | 21HP1737-Pressure Cleaning | 4,673.00 |
| Parkview H.O.A. | 19HP1316 Ext Ptg | 158,360.00 |
| Parliament House | 21HP1297-Painting Railings | 2,835.00 |
| Pasley, Devin | 21HP0407 - Exterior Painting | 2,385.00 |
| Paston, Craig | 21HP0074 - Ext. Ptg. | 1,970.00 |
| Pastor Hector | 24HP0080 Exterior Painting | 4,205.00 |
| Patek, Robet | 24HP0680 Exterior Painting | 19,085.00 |
| Patek, Robet | 24HP0766 Garage Door | 1,250.00 |
| Patio Village H.O.A., Inc. | 21HP0286 - Ext. Ptg. | 139,860.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Patios Del Mar II HOA | 1601-18 Roof cleaning | 4,900.00 |
| Patios Del Mar II HOA | 20HP0091-Ext Ptg of 35 Units and Mailbox | 115,000.00 |
| Patios Del Mar II HOA | 21HP1711-Cleaning Roofs | 4,440.00 |
| Patti | 22HP0498-Recoat Driveway | 1,685.00 |
| Paul, Daniel | 20HP0599 - Ext Ptg | 5,185.00 |
| Pediatric Dentistry | 22HP0204 Exterior Painting | 8,170.00 |
| Pediatric Dentistry | 22HP1261 Platic Panels Painting | 3,800.00 |
| Peds Medical Group | 1543-18 Exterior painting | 44,800.00 |
| Peiper, Marlene | 22HP0898 Stain Driveway | 2,282.00 |
| Pelican Cove P.O.A. | 19HP0093 Interior painting | 3,396.00 |
| Pelican Cove P.O.A. | 20HP1141 - Comml Ptg | 5,374.76 |
| Pelican Cove P.O.A. | 21HP0647- Wall Reapirs & Painting | 1,386.00 |
| Pelican Cove P.O.A. | 21HP1882-Garage Door Misc Painting | 2,500.00 |
| Pelican Cove P.O.A. | 23HP0559 Soffit Vents | 19,312.50 |
| Pelican Cove P.O.A. | 24HP0776 Interior Painting | 1,620.00 |
| Pelican Pointe at The Villages | 20HP1429 - ID wall Ptg. | 1,500.00 |
| Pelican Sound golf and County Club | 22HP0617 Light Poles | 4,635.00 |
| Pembroke Cay HOA | 21HP1661 Exterior Painting | 185,510.00 |
| Pembroke Cay HOA | 22HP0036 Replace&Paint Medallions | 15,613.00 |
| Pembroke Commons Shopping | 20HP0817 - Windowframe glazing | 3,250.00 |
| Peninsula on the Intracoastal | 24HP0648 Exterior Painting | 66,115.00 |
| Peoples, Phillip | 22HP1243 Painting | 1,500.00 |
| Pepper Tree I Townhomes | 19HP1324 PC Roof | 12,250.00 |
| Perelman, Lindsey | 21HP1102-Exterior Painting | 4,285.00 |
| Perelman, Lindsey | 24HP0733 Exterior Painting | 3,885.00 |
| Perelman, Mitchell | 20HP1473 - Ext ptg | 10,000.00 |
| Perez, Edwin | 20HP0425 - Ext Ptg | 2,785.00 |
| Perez, Jose | 20HP1787 - Ext. Painting | 4,270.00 |
| Perlmutter, Eric | 23HP0023 Exterior Painting | 2,785.00 |
| Perrotta, Scott & Mindi | 19HP1525 ext ptg | 2,940.00 |
| Perry, Lisa | 20HP1820 - Ext. Ptg. | 3,935.00 |
| Perry, Ross | 23HP0585 Exterior Painting | 4,285.00 |
| Pette, Geoff | 20HP0033 - Ext Ptg | 7,135.00 |
| PGA Commons | 23HP0566 Interior Painting | 20,522.93 |
| PGA Commons | 23HP0624 Interior Painting | 8,472.00 |
| PGA Commons | 23HP0706 Interior Painting | 11,296.00 |
| PGA Village Master | 19HP0345 Ext Ptg light poles | 20,724.00 |
| PGA Village Master | 21HP0320 - Painting | 5,338.00 |
| Phillips, Kathy | 20HP0930 - ext ptg | 2,885.00 |
| Piedmont A | 20HP1509 - Comm'l Ptg | 28,000.00 |
| Piedmont A | 21HP0508 - 1st and 2nd Floor coating | 7,150.00 |
| Piedmont B | 20HP1635 - Cmml Ptg | 26,000.00 |
| Piedmont C | 1687-18 Exterior painting | 34,000.00 |
| Piedmont D | 21HP1908 Floor Coating | 6,325.00 |
| Piedmont D | 22HP0940 Unit 158 Dec Repairs | 1,040.00 |
| Piedmont H | 19HP0407 Tuff coat 1st/ 2nd fl | 21,285.00 |
| Piedmont H | 19HP0408 Ext Ptg 12 bldg & Doors | 28,665.00 |
| Piedmont L | 21HP1123-Turf Top Coating | 19,360.00 |
| Piedmont L | 22HP0977 Unit 559 Tec Repairs | 2,580.00 |
| Pierpointe IV H.O.A. | 21HP1695 Monument Signs | 1,375.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Pierpointe V Master | 19HP1017 misc work | 1,460.00 |
| Pierpointe V Master | Pierpointe V - 19HP0956 PC | 1,885.00 |
| Pierro, Christina | 21HP1491 Exterior Painting | 4,200.00 |
| Piha, Tanya | 23HP0550 Stucco-Fascia | 1,430.00 |
| Pincus, Jason | 21HP1639 Exterior Painting | 2,985.00 |
| Pindell, Susan | 23HP0625 Exterior Painting | 3,275.00 |
| Pine Ridge H.O.A., Inc. | 19HP0912 - PC Beautification | 3,500.00 |
| Pine Ridge H.O.A., Inc. | 19HP1031 - chemcially clean cement areas | 3,860.00 |
| Pine Ridge H.O.A., Inc. | 20HP0851 - PC sidewalks/curbs/pool decks | 4,000.00 |
| Pine Ridge H.O.A., Inc. | 22HP0485 Exterior Painting | 32,872.00 |
| Pine Ridge H.O.A., Inc. | 24HP0419 Exterior Painting 5 Years | 50,176.00 |
| Pine Ridge Master at Delray Beach | 21HP1195-Cleaning Beautification | 4,585.00 |
| Pines of Coral Springs 2 | 1661-18 Exterior painting | 37,053.49 |
| Pines Palm Plaza | 19HP0617 Ptg raceways | 2,625.00 |
| Pinheiro, Angelo | 21HP0070 - Wood deck | 1,600.00 |
| Pipers Glen Estates H.O.A., Inc. | 19HP0941 (chad 12463) ext ptg | 2,200.00 |
| Pirzada, Azhar | 22HP0782 Exterior Painting | 5,885.00 |
| Pivatelli, Adriana | 21HP1972 Exterior Painting | 3,570.00 |
| Pizza Craft | 20HP2067 - int ptg | 3,900.00 |
| Plantation @ Sewalls Point | 23HP0391 Misc Painting | 2,755.00 |
| Plantation Royal | 23HP0646 Exterior Painting | 151,470.00 |
| Planters Point | 20HP1830 - Ptg. Entry walls | 3,805.00 |
| Playa Rienta POA @ Addison Reserve | 21HP1250-Painting ID Wall | 2,800.00 |
| Playa Rienta POA @ Addison Reserve | 22HP1182 ID Wall | 2,150.00 |
| Playa Rienta POA @ Addison Reserve | 22HP1348 Pressure Cleaning | 1,575.00 |
| Playa Rienta POA @ Addison Reserve | 23HP0005 Painting Mailboxes | 5,830.00 |
| Playa Rienta POA @ Addison Reserve | 23HP0407 Pressure Cleaning | 1,615.00 |
| Playa Vista HOA | 20HP1305 - Comml Ptg | 10,810.00 |
| Plaza 15 Condominium | 21HP1072-Exterior Waterproofing | 7,500.00 |
| Plaza at Oceanside Condo | 19HP0377 Ext Ptg pipes | 36,000.00 |
| Plaza at Oceanside Condo | 19HP0760 unit 1603 kitchen | 1,745.00 |
| Plaza at Oceanside Condo* | 22HP0099 Crack Repair | 1,685.00 |
| Podgur, Herschel* | 21HP1540-Window Caulking | 1,785.00 |
| Podolsky, Chris | 22HP0435 Exterior Painting | 3,885.00 |
| Podolsky, Lois | 19HP0297 PC Roof | 1,180.00 |
| Podsiadlik, Joe | 21HP0747 - Ext House Ptg | 20,114.75 |
| Podsiadlik, Joe | 21HP1527 Terrace Coating | 1,225.00 |
| Podsiadlik, Joe* | 21HP1338-Exterior Caulking | 1,250.00 |
| Poinciana Parc | 19HP1157 - Vapor Blast | 5,985.00 |
| Pointe Maintenance | 23HP0153 Mailboxes, Light Poles and Signs | 8,049.00 |
| Polansky, Bruce | 19HP0846 vapor blast | 3,890.00 |
| Polin, Nancy | 20HP1244 - Ext Ptg | 3,485.00 |
| Politis, Tina | 21HP1716 Exterior Painting | 1,385.00 |
| Polizzi, Robert | 21HP2042 Water Testing | 1,285.00 |
| Pollack, Ronit | 20HP0563 EXT PTG | 3,350.00 |
| Poller, Edward | 20HP1207 - Ext Ptg | 13,500.00 |
| Pollock, Justin | 19HP1089 ext ptg | 8,175.00 |
| Polo Club @ Boca Raton | 19HP0682 pool crack repair | 4,830.00 |
| Polo Club @ Boca Raton | 19HP0683 Clubhous pool deck | 13,655.00 |
| Polo Club @ Boca Raton | 19HP0909 repairs | 2,010.38 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Polo Club @ Boca Raton | 20HP1271 - PC & paint faux fountain | 4,575.00 |
| Polo Club Master | 22HP0550 Pool Deck | 94,079.00 |
| Polonsky, Marianna | 21HP2061 Exterior Painting | 2,080.00 |
| Pom Tor. | 20HP1084 - Stucco Band Repairs | 3,104.00 |
| Pomerantz, Saul & Shelley | 20HP0997 - Hurricane shutter | 1,150.00 |
| Pomerantz, Shirley | 20HP0374 - PC & Stain | 1,997.00 |
| Pompano Industrial Park Condo | 20HP1923 - Ext. Ptg. | 7,690.00 |
| Ponce Tower Condominium Association | 19HP0973 east roof patch | 1,200.00 |
| Ponte Verde Master Association | 19HP0441 PC & Ptg | 7,090.00 |
| Ponte Verde Master Association | 20HP0322 - PC & Ext Ptg | 1,820.00 |
| Ponzek, Gail | 21HP1071-Exterior Painting | 2,485.00 |
| Port De Mer Condo | 19HP0737 Int Ptg | 39,710.00 |
| Port Repose | 24HP0423 Exterior Painting | 27,270.00 |
| Porta Bella Townhouse Condo | 20HP1340 - Comml Ptg | 19,605.00 |
| Porter Corporation | 19HP0455 Pc & ptg 5 pavillions | 11,325.00 |
| Porto Sol HOA | 23HP0223 Interior Painting | 9,824.00 |
| Porto Vecchio @ Addison Reserve | 19HP1001 PC | 1,248.00 |
| Porto Vecchio @ Addison Reserve | 20HP1414 - Id wall ptg. | 1,685.00 |
| Porto Vecchio @ Addison Reserve | 20HP1415 - Community PC | 1,358.00 |
| Porto Vecchio @ Addison Reserve | 21HP0789 - PC | 1,358.00 |
| Porto Vecchio @ Addison Reserve | 23HP0409 Pressure Cleaning | 2,000.00 |
| Porto Vecchio @ Mirasol | 23HP0857 ID Walls | 2,885.00 |
| Porto Vecchio Property Owners Assoc. | 23HP0273 ID Walls Painting | 1,850.00 |
| Porto Vecchio Property Owners Assoc. | 24HP1004 Pressure Cleaning | 2,000.00 |
| Porto Venezia Condo | 1451-18 Exterior painting | 60,856.25 |
| Portofino Condo Apts of Palm Beach | 24HP0096 Bathroom Walls | 1,385.00 |
| Portofino Condo Apts of Palm Beach | 24HP0298 Balcony Work | 1,934.00 |
| Portofino North | 22HP0996 Pressure Cleaning | 5,710.00 |
| Portofino North | 22HP1043 Pool House | 3,800.00 |
| Portside Association | 23HP0506 Warehouse Painting | 39,130.00 |
| Powell, Bruce | 23HP0180 Interior Painting | 29,535.00 |
| Powers, Ilene | 19HP0347 Ext Ptg | 5,634.00 |
| Powers, Ilene | 19HP1455 Int Ptg | 1,685.00 |
| Pradera H.O.A. | 19HP0273 Misc repairs | 8,482.00 |
| Pradera H.O.A. | 19HP0306 Ext Ptg | 23,286.00 |
| Pravato, Lisa | 19HP0067 Interior Painting | 4,600.00 |
| Predesco Property Investments | 21HP1691 Exterior Painting | 15,585.00 |
| Premier Waterfront Prope - 331 Walton | 19HP0813 ext ptg | 6,970.00 |
| Presidential Medical Plaza | 19HP0536 ptg doors | 1,125.00 |
| Preston HOA @ PGA National | 19HP1014 PC | 2,658.00 |
| Presz, Laura | 19HP0474 ext ptg | 2,370.00 |
| Promenade @ Boca Point COA, Inc. | 19HP0995 doors & stucco & ptg | 1,150.00 |
| Promenade @ Boca Point COA, Inc. | 19HP1255 - Fire doors | 13,415.00 |
| Promenade @ Boca Point COA, Inc. | 21HP0863-Replacement of Exterior Door | 16,505.00 |
| Promenade 1 Boca Pointe | 20HP1322 - Stucco Repair E502 | 1,850.00 |
| Promenade 1 Boca Pointe | 21HP1395-Water Test | 6,000.00 |
| Promenade 1 Boca Pointe | 21HP2102 Roof Cleaning | 1,630.00 |
| Promenade 3 Boca Pointe | 20HP0239 - Water Test | 6,500.00 |
| Promenade 3 Boca Pointe | 20HP0423 - Weatherproofing | 2,700.00 |
| Promenade 3 Boca Pointe | 20HP0446 - Repair | 12,407.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Promenade 3 Boca Pointe | 20HP0556 - PC | 10,200.00 |
| Promenade 3 Boca Pointe | 20HP0577 - Stucco/concrete repair | 20,900.00 |
| Promenade 3 Boca Pointe | 20HP0625 - EXPLORATORY | 1,440.00 |
| Promenade 3 Boca Pointe | 20HP0658 - Install Fire Doors | 24,285.00 |
| Promenade 3 Boca Pointe | 20HP0954 - Window Sealant Replacement | 1,158.00 |
| Promenade 3 Boca Pointe | 21HP1031-Roof Door Replacement | 11,800.00 |
| Promenade 3 Boca Pointe | 22HP0114 Cable Repair | 23,700.00 |
| Promenade 3 Boca Pointe | 22HP0215 Water Test | 2,400.00 |
| Promenade 3 Boca Pointe | 22HP0287 Shutter Removal | 2,780.00 |
| Promenade II at Boca Pointe | 20HP0643 - Waterproof Roof Mortar | 31,700.00 |
| Promenade II at Boca Pointe | 20HP0644 - Ext Ptg | 142,000.00 |
| Promenade II at Boca Pointe | 21HP0092 - Crack repairs | 12,441.00 |
| Promenade II at Boca Pointe | 22HP0197 Stucco Repair | 3,100.00 |
| Promenade II at Boca Pointe | 22HP0599 Water Test | 1,950.00 |
| Promozic, Greg | 22HP0802 Garden Oaks Shutters | 1,695.00 |
| Pronyk, Debbie | 20HP0497 - Ext Ptg | 2,580.00 |
| Pronyk, Debbie | 20HP2007 - Window Caulking | 1,275.00 |
| Prosperity Harbor HOA., Inc. | 21HP0847 - Misc Painting | 5,795.00 |
| Prosperity Harbor HOA., Inc. | 21HP2112 Light Painting | 4,375.00 |
| Protzman | 20HP1847 - Ext. Ptg. | 3,195.00 |
| Prusakowski, David | 19HP0296 Ext Ptg | 6,000.00 |
| Pruzansky, Mitch | 20HP0747 - Roof Clean | 1,440.00 |
| Pruzansky, Mitch | 22HP0769 Pressure Cleaning | 2,480.00 |
| Prystawski, Ginny | 21HP0004 - Int. Ptg | 2,685.00 |
| Przenioslo, Grazyna | 20HP1975 - Ext Ptg | 2,885.00 |
| Pugliese, Jim | 20HP0274 - Ext Ptg | 2,800.00 |
| Purdy, Donald | 21HP0506 - Exterior Ptg | 1,100.00 |
| Purnell, Oliver | 19HP0851 remedial | 9,115.00 |
| Quaratine Condo 1 | 24HP0757 Pressure Cleaning | 6,500.00 |
| Rabinowtiz, Henry | 23HP0438 Bent Creek Pillar Repair | 1,250.00 |
| Rainberry Bay HOA | 23HP0395 Pressure Cleaning | 7,633.25 |
| Rainberry Bay HOA | 23HP0477 Pressure Cleaning | 11,965.25 |
| Rainberry Park | 20HP1395 - Painting walls | 1,485.00 |
| Rainberry Park | 20HP1709 - PC | 1,600.00 |
| Ramblewood Plaza | 22HP0569 Mansard Roofs | 13,800.00 |
| Ramblewood Plaza | 22HP1185 Deck Painting | 3,800.00 |
| Rapboca | 22HP0220 Exterior Painting | 8,600.00 |
| Rapboca | 22HP0261 Stucco Repairs | 6,585.00 |
| Rapp, Dafna | 21HP0433 - Roof Painting | 1,700.00 |
| Ratushny, Amanda | 24HP0166 Touch Up Painting | 4,185.00 |
| Rauschkolb, Gary | 21HP2027 Water Testing | 1,285.00 |
| Raven Contracting | 19HP0727 - Int Ptg | 8,685.00 |
| Raven Contracting | 19HP1067 Int Ptg (125 Delana) | 3,800.00 |
| Raven Contracting | 19HP1113 int ptg | 7,220.00 |
| Raven Contracting | 19HP1349 Ext Ptg (248 Porto) | 3,285.00 |
| Rayvis, Jay | 21HP0060 - Ext. Ptg. | 4,635.00 |
| RCA Contractors | 1659-18 Windows | 36,105.00 |
| RCA Contractors | 19HP1094 Phase II - Booby Trap | 6,380.00 |
| Rebhun, Michelle | 22HP1154 Interior Painting | 13,000.00 |
| Reed, Barry | 23HP0452 Exterior Painting | 4,285.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Reflections @ Mission Bay | 19HP1251 Ext Ptg | 163,808.00 |
| Reflections @ Mission Bay | 20HP0418 - Ext Ptg | 3,190.00 |
| Reflections @ Mission Bay | 20HP0495 - Repair | 1,917.50 |
| Regan, Eddie | 20HP1848 - Ext. Ptg. | 1,007.50 |
| Regency at Boca Pointe | 20HP1723 - Stucco Repair | 2,485.00 |
| Regency at Boca Pointe | 20HP1933 - Crack repair | 10,206.19 |
| Rehill, Mary | 22HP0712 Exterior Painting | 1,665.00 |
| Reich, Celia | 20HP1741 - PC roof | 1,080.00 |
| Reich, Mary | 20HP0590 - Stucco Repair | 4,365.00 |
| Reich, Mary | 20HP0585 Reich, Mary | 6,385.00 |
| Reidlinger, Robert & Mary Jane | 19HP1116 Ptg | 1,050.00 |
| Reiner, Edward | 20HP0137 - Int Ptg | 2,620.00 |
| Reinhardt, Ken | 19HP0907 PC & stain driveway & back patio | 1,885.00 |
| Reinsdorf, Lori | 20HP0427 - PC | 2,105.00 |
| Reisel, Adrian | 19HP0194 Int Ptg | 9,475.00 |
| Reiser, Don* | 21HP1486 Exterior Painting | 3,285.00 |
| Reisman, Eric | 21HP1394-Window Caulking | 2,485.00 |
| Reisman, Paul | 24HP0027 Exterior Painting | 2,085.00 |
| Reiter, Diana | 19HP1229 Ext ptg | 2,700.00 |
| Renaissance III Condominium | 19HP0702 - Int Ptg hallways | 84,629.00 |
| Renzette, Leo | 21HP1697 Exterior Painting | 8,485.00 |
| Resman, Lester | 24HP0905 Sign Up Monteverde | 1,085.00 |
| Rexall Sundown, Inc | 1708-18 Mixing room Structure | 15,752.00 |
| Rexall Sundown, Inc | 19HP0142 - Exterior painting | 42,164.00 |
| Rexall Sundown, Inc | 19HP0593 Floor coating | 3,130.00 |
| Rexall Sundown, Inc | 21HP1568 Interior Painting | 11,285.00 |
| Rhoades, Greg | 19HP0865 ext ptg | 2,185.00 |
| Rhodes, James | 23HP0185 Exterior Painting | 1,735.00 |
| Ricciardi, Christina | 20HP1233 - PC Roofs | 1,795.00 |
| Rich, Jerme Interior Painting | 21HP1505 Interior Painting | 6,885.00 |
| Rich, Steve | 23HP0521 Exterior Painting | 2,400.00 |
| Richards, John | 21HP1490 Exterior Painting | 2,335.00 |
| Richman, Alan | 21HP0556 - Painting | 5,600.00 |
| Richmond A Condominium | 22HP0552 Exterior Painting | 34,160.00 |
| Rietberg, Maria | 20HP1878 - Ext. Ptg. | 2,285.00 |
| Riley, Jeff | 23HP0371 Interior Painting | 2,685.00 |
| Rio Nuevo Building D | 1327-18 Balustardes & Doors | 8,735.00 |
| Rio Nuevo Building D | 20HP0433 - Misc Items | 2,975.00 |
| Rio Nuevo Building D | 23HP0511 Exterior Painting | 60,208.72 |
| Rio Poco POA | 22HP0546 Exterior Painting | 4,935.00 |
| Rio Poco POA | 22HP0602 Light Poles | 4,720.00 |
| Rio Poco POA | 22HP0603 Fire Hydrants | 1,610.00 |
| Rio Poco POA | 22HP0709 Tennis Court Light Poles | 1,500.00 |
| Riverhouse Towers | 22HP0738 Parapet Walls | 11,874.00 |
| Riverland Community Assoc | 22HP0579 Wall Painting | 1,500.00 |
| Riverland Community Assoc | 22HP1409 Light Poles | 1,400.00 |
| Riverland Community Assoc | 23HP0418 Interior Touch Ups | 1,450.00 |
| Riverland Community Assoc | 23HP0496 Interior Painting | 2,885.00 |
| Riverland Community Assoc | 23HP0580 Interior Painting Gym | 5,110.00 |
| Riverland Community Assoc | 24HP0202 Exterior Painting | 2,785.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Riverland Community Assoc | 24HP0749 Interior Painting | 1,850.00 |
| Rivero, William | 20HP1528 - Roof Coating | 1,885.00 |
| Robbins, Arthur | 20HP0351 - PC | 1,910.00 |
| Robbins, Arthur | 21HP1621-Paver Install | 1,600.00 |
| Robbins, Jimmy | 23HP0334 Roof Painting | 3,550.00 |
| Robbins, Joyce | 23HP1029 Roof Cleaning | 1,455.00 |
| Roberts, Danea | 24HP0644 Exterior Painting | 3,685.00 |
| Robertson, Tom | 20HP1616 - Ptg | 8,000.00 |
| Robins, Charles | 19HP0504 Garage floor coating | 5,185.00 |
| Robinson, Melvin | 20HP1652 - Ext Ptg | 8,485.00 |
| Robinson, Sandy | 20HP0388 - Repair & Ptg | 2,490.00 |
| Robinson, Sandy | 21HP1542-Exterior & Fence Painting | 2,200.00 |
| Rock Creek Townhomes | 23HP0079 Exterior Painting | 65,000.00 |
| Rodgers, Paul | 21HP1203 - Driveway Painting | 1,285.00 |
| Rodriguez, Maria* | 21HP0892 - Exterior Painting | 3,670.00 |
| Rodriguez, Martha | 1670-18 Repairs | 1,205.00 |
| Rodriguez, Roberta | 21HP1741 Window Glazing | 3,147.15 |
| Roe, Robert | 19HP0101 Exterior painting | 4,950.00 |
| Rogers, Doug | 20HP0004 - Ptg Kitchen & Laundry | 4,585.00 |
| Rogers, Linda | 22HP0893 Exterior Painting | 4,540.00 |
| Roland, Father | 23HP0823 Exterior Painting | 2,400.00 |
| Rolle, Antoine | 22HP0320 Exterior Paiting | 5,385.00 |
| Rollins, Terray | 19HP0383 Ext Ptg | 1,050.00 |
| Romano, Anthony | 21HP1577 | 3,885.00 |
| Rose, Eleanor (New River Estates) | 21HP0778 - Ext Ptg | 2,320.00 |
| Rosenbaum, Robin | 21HP0040 - Ext. Ptg. | 1,800.00 |
| Rosenberg, David | 20HP2046 - Ext Ptg | 4,870.00 |
| Rosenberg, Howard | 21HP1676 Interior Painting | 4,000.00 |
| Rosenberg, Howard* | 21HP1862 Interior Painting | 1,875.00 |
| Rosenberg, John | 21HP1322-Paint Window Frames | 3,210.00 |
| Rosenberg, Judy | 19HP0978 ext ptg | 6,585.00 |
| Rosenfeld, April | 23HP0125 Misc Painting | 1,310.00 |
| Rosenfield, Vicki - Jupiter | 19HP0135 - Interior painting | 2,600.00 |
| Rosenholtz, Stuart | 21HP1433-Exterior Painting | 4,110.00 |
| Rosenthal, Dr. | 19HP0337 Ext Ptg | 3,230.00 |
| Rosenthal, Larry | 23HP0642 Painting Baluster | 1,650.00 |
| Rosenzweig, Stephanie | 20HP0327 - Int Ptg | 1,685.00 |
| Rosman, Jonathan | 23HP0328 Exterior Painting | 5,285.00 |
| Ross, Brian* | 22HP0488 Exterior painting | 1,800.00 |
| Ross, Deborah | 21HP1204 - Ext Painting and Pressure Cln | 3,450.00 |
| Ross, Jennifer & Scott | 21HP1673 Exterior Painting | 6,285.00 |
| Ross, Tom | 19HP0117 Exterior painting | 2,885.00 |
| Ross, Tom | 19HP0141 exterior painiting | 1,055.00 |
| Rosso, Scott | 22HP0332 Roof Cleaning | 1,110.00 |
| Rotter, Fran | 21HP1280-Exterior Painting | 11,850.00 |
| Roventini, Michelle | 21HP1992 Sign Up Bristol Point | 1,045.00 |
| Roy, Denise | 24HP0573 Misc Painting | 1,163.00 |
| Royal Bay | 20HP1871 - Entry gates | 2,775.00 |
| Royal Grand Condominium Assoc. | 20HP0383 - Remedial Cleaning | 15,600.00 |
| Royal Palm Capitol Realty, LLC | 20HP1093 - Comml Ptg | 10,399.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Royal Palm Capitol Realty, LLC | 22HP1020 Exterior Painting | 13,630.00 |
| Royal Palm Medical Center | 20HP0826 - Ext Ptg | 9,079.87 |
| Royal Poinciana HOA | 19HP1442 Ptg Mailboxes & Fence | 11,195.00 |
| Royal Poinciana HOA | 21HP1797 Stucco&Fascia Touch up | 4,163.00 |
| Royal Poinciana HOA | 22HP0686 Door Stip & Repaint | 12,250.00 |
| Royal Poinciana HOA | 24HP0353 Repairs and Touch Ups | 1,265.00 |
| Royal Woods Condo | 20HP0820 - Entryway Repair & Paint | 1,620.00 |
| Rubin, Cynthia | 24HP0955 Sign Up VIlla Monteverde | 1,020.00 |
| Rubio, Maria | 23HP0264 Exterior Painting | 3,485.00 |
| Ruby at Delray Condominium | 20HP1151 - Ext Ptg | 23,875.00 |
| Rucker, Hermie | 22HP0280 Facia Board Repair | 3,405.00 |
| Ruda, Martin | 21HP1145-Exterior Painting | 3,000.00 |
| Rudes, Linda | 19HP0373 Ext & Int Ptg Doors | 3,745.00 |
| Rudnick, Marise | 19HP1292 PC | 1,195.00 |
| Rudnick, William | 19HP1038 PC | 1,065.00 |
| Rudolph, Valerie | 24HP0171 Window Sealing | 1,390.00 |
| Runway 84 | 22HP1052 Dryway Priming | 6,800.00 |
| Runway 84 | 22HP1132 Exterior Painting | 10,400.00 |
| Rusch, Bill & Leslie | 21HP1255-Interior Painting | 3,825.00 |
| Rushmore LLC | 19HP0615 ext ptg | 50,514.00 |
| Russek, Bill | 23HP0066 Exterior Painting | 5,285.00 |
| Ruthann, Remis | 20HP0185 - Int Ptg | 2,700.00 |
| Ryan, Greg | 19HP0512 - Ext Ptg | 6,425.00 |
| Sabal Lake | 22HP0443 Roofs and Pavers | 5,370.00 |
| Sabal Lake of Boca West | 21HP1434-Remedial Cleaning | 4,030.00 |
| Sabal Lake of Boca West | 22HP0103 Stairwells | 42,500.00 |
| Saddle Bridge | 21HP2168 Exterior Painting | 90,260.00 |
| Sadowski, Erica | 20HP0451 - Ext Ptg | 2,885.00 |
| Saginor, Gary & Julie | 21HP0841 - Exterior Painting&Pressure Cle | 5,135.00 |
| Saginor, Kip | 21HP2038 Exterior Painting | 5,015.00 |
| Sahr, Janet | 23HP0113 Exterior painting | 1,175.00 |
| Sakoff, Michele | 24HP0794 Sign up Villa Monteverde Soffits | 1,581.00 |
| Salem, Sylvia | 20HP1094 - Int Ptg | 4,000.00 |
| Salon Bella Vita | 23HP1078 Interior Painting | 3,073.00 |
| Salter, Beth | 23HP0230 Garage Doors | 1,425.00 |
| Salver, Paul | 24HP0694 Exterior Painting | 6,635.00 |
| Samartino, Melissa | 23HP0598 Exterior Painting | 4,820.00 |
| Samberg, Shari | 22HP0834 Exterior Roof Painting | 3,285.00 |
| Samy, Sherif | 22HP1475 Drywall Install | 8,685.00 |
| Samy, Sherif | 22HP1477 Interior Painting | 3,108.00 |
| San Jonas Corporation | 21HP0356- Exterior Pinting | 4,235.00 |
| San Messina HOA | 23HP0974 Metal Gates | 3,600.00 |
| San Messina HOA | 23HP0975 Bus Stop | 2,087.00 |
| San Messina HOA | 24HP0274 Perimeter Wall | 29,500.00 |
| San Messina* | 21HP1119-Exteior Painting | 3,000.00 |
| Sanctuary P.O.A. @ Kensington | 19HP1475 PC & Ext Ptg | 3,150.00 |
| Sanctuary P.O.A. @ Kensington | 20HP0136 - Repair & Ext Ptg | 1,560.00 |
| Sanctuary Pines Condo | 24HP0998 Pool Deck | 7,030.00 |
| Sanctuary Pines Condo | 24HP1045 Pressure Cleaning | 1,320.00 |
| Sandelman, Jeffrey | 20HP1801 - Ext. Ptg. | 15,745.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Sandleman, Steven | 20HP1431 - Ext. Ptg. | 4,885.00 |
| Sandleman, Steven | 20HP1434 - Stucco Repairs | 3,000.00 |
| Sandleman, Steven | 20HP1669 - Int Ptg | 10,085.00 |
| Sandler, Ken | 23HP0711 Pressure Cleaning & Paint | 7,075.00 |
| Sandler, Michael Dr | 22HP0891 Exterior Painting | 5,820.00 |
| Sandoval, Marie | 21HP0387 - Exterior Painting | 3,570.00 |
| Sands Condominium | 21HP1084-Exterior Painting | 4,465.00 |
| Sanibel HOA | 21HP1611 - 2021 Beautification | 14,001.00 |
| Santa Barbara POA | 20HP1668 - 3 benches | 2,000.00 |
| Santa Barbara Shores Condo | 22HP1060 Exterior Painting | 5,105.00 |
| Santa Barbara Shores Condo | 22HP1306 Exterior Painting | 9,793.00 |
| Santiago, Manuel | 20HP1251 - Ext Ptg | 2,485.00 |
| Sapp, Lee | 24HP0758 Exterior Painting | 2,596.50 |
| Sarimento @Addison Reserve | 20HP1413 - Community PC | 1,425.00 |
| Sarimento @Addison Reserve | 22HP0336 Id Walls | 2,750.00 |
| Sarimento @Addison Reserve | 22HP0337 Mailboxes | 7,820.00 |
| Sarimento POA @ Addison Reserve | 1718-18 Exterior painting | 3,740.00 |
| Sarimento POA @ Addison Reserve | 1731-18 Exterior painting | 3,740.00 |
| Sarimento POA @ Addison Reserve | 1744-18 Exterior painting | 2,745.00 |
| Sarimento POA @ Addison Reserve | 1748-18 Exterior painting | 3,740.00 |
| Sarimento POA @ Addison Reserve | 19HP0011 Altman Ext Ptg | 3,740.00 |
| Sarimento POA @ Addison Reserve | 19HP0033 one story home with sides | 2,810.00 |
| Sarimento POA @ Addison Reserve | 19HP0060 Exterior paint & Pressure clean | 3,030.00 |
| Sarimento POA @ Addison Reserve | 19HP0563 Community pc | 1,515.00 |
| Sarimento POA @ Addison Reserve | 19HP1041 - Ext Ptg ID Walls | 2,545.00 |
| Sarimento POA @ Addison Reserve | 19HP1120 PC | 1,525.00 |
| Savoy East | 20HP1338 - Comml Ptg | 40,295.00 |
| Sayfie, Judy | 22HP0551 Exterior Painting | 6,885.00 |
| Scara, Bob | 22HP0258 Interior Painting | 16,020.00 |
| Scara, Bob | 22HP0318 Baseboard Install | 4,285.00 |
| Schachter, Leigh | 22HP1028 Interior Painting | 1,285.00 |
| Schachter, Leigh | 23HP0134 Exterior painting | 3,500.00 |
| Schachter, Leigh | 23HP0417 Interior Painting | 3,585.00 |
| Schack, Ken | 19HP1329 ptg doors | 2,540.00 |
| Schack, Ken | 22HP0458 Exterior Painting | 19,035.00 |
| Schacther, Leigh | 22HP1028 Interior Painting | 1,285.00 |
| Schaevitz | 20HP1475 - Int Ptg | 2,685.00 |
| Scheer, Norman | 20HP0156 - Ext Ptg | 2,685.00 |
| Scheerer, Sandy | 22HP1029 Exterior Painting | 3,680.00 |
| Scheerer,Joe | 22HP0462 Exterior Painting | 3,600.00 |
| Scheiner, Joshua & Ana | 19HP1020 Ext Ptg | 3,000.00 |
| Schiffrin, Marie - Ext. Ptg | 21HP0688 - Ext. Ptg. | 2,620.00 |
| Schirra, Joseph | 24HP0984 Exterior Painting | 5,770.00 |
| Schleifer, Marge | 23HP0206 Exterior Painting | 5,855.00 |
| Schlussel, Neil & Amy | 22HP0404 Exterior Painting | 2,885.00 |
| Schmidt, Carlos | 20HP0765 - Int Ptg | 2,385.00 |
| Schmidt, Frida & Carlos | 21HP0420 - Exterior Painting | 2,090.00 |
| Schmier, Elizabeth | 20HP1001 - Water testing | 2,250.00 |
| Schmier, Elizabeth | 20HP1855 - Exploratory work | 2,425.00 |
| Schneider, Les | 21HP2155 Exterior Painting | 3,800.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Schneider, Michele | 21HP0665- Exterior Painting | 3,285.00 |
| Schneier, Leah | 20HP1993 - Ext Ptg | 2,885.00 |
| Schnitzius, Kim | 22HP0301 Exterior painting | 7,570.00 |
| Schoenbener, Alicia | 24HP0260 Exterior Painting | 2,485.00 |
| Schultz, Bob | 23HP0386 Misc Painting | 1,170.00 |
| Schwartz, Ben | 23HP0296 Perimeter Wall Painting | 1,075.00 |
| Schwartz, Bennett | 22HP0360 Construction & Painting | 2,178.00 |
| Schwartz, Carla & Stephen | 19HP1487 ext ptg | 3,740.00 |
| Schwartz, Dave | 19HP0458 Ext Ptg | 2,750.00 |
| Schwartz, David | 23HP0010 Exterior Painting | 3,770.00 |
| Schwartz, Mark | 21HP2078 Pavers | 2,835.00 |
| Schwartz, Neil D. | 23HP0813 Window Caulking | 1,615.00 |
| Schwartz, Rebecca | 21HP2104 Exterior Painting | 1,650.00 |
| Schwartz, Sharon | 21HP1173-Exterior Painting | 3,875.00 |
| Schwartz, Stella | 19HP1485 ext ptg | 3,885.00 |
| Schwartz, Steve * | 21HP0742 - Ext Ptg | 3,285.00 |
| Schwartz, Steve. | 21HP0814 - Interior Painting | 7,785.00 |
| Schwarz, Dustin | 21HP0530- Exterior Ptg | 4,600.00 |
| Schweibish, Ralph | 23HP0895 Patching and Touch up Painting | 1,285.00 |
| Scorza, Mary | 21HP1117-Exterior Paimtimg | 2,685.00 |
| Scott Magaro Warehouse | 22HP1476 Warehouse | 16,500.00 |
| Scott Magaro Warehouse | 23HP0638 Warehouse Demo | 7,000.00 |
| Scott, Lindsay | 22HP1265 Exterior painting | 3,960.00 |
| Sculler, Mark & Carol | 19HP1497 Ext Ptg | 3,285.00 |
| Sea Ranch Centre | 19HP0661 ptg | 83,810.00 |
| Sea Ranch Centre | 20HP0656 - Water Intrusion Testing | 2,250.00 |
| Seagate Towers | 20HP0982 - 220 McFarlene Lane | 7,660.00 |
| SEAGIS FLCC LLC | 20HP0621 - PTG OVERHEAD DOOR | 2,000.00 |
| Seagis Property | 19HP1029 - SPG Palm Crossing South | 32,060.23 |
| Seagis Property | 19HP1050 - SPG M2 LLC | 68,292.25 |
| Seagis Property | 19HP1051 - Palmetto Frontage | 67,627.20 |
| Seagis Property | 19HP1098 - SPG Palm Crossing North | 61,326.00 |
| Seagis Property | 19HP1156 - SPG Doral West | 18,154.00 |
| Seagis Property | 19HP1276 - SPG Miramar Commerce Park | 52,481.44 |
| Seagis Property | 19HP1362 - Flamingo Park LLC | 5,200.00 |
| Seagis Property | 19HP1363 - SPG Miramar Park, LLC - 11291 | 2,375.00 |
| Seagis Property | 19HP1364 - SPG Miramar Park LLC - 11521 | 6,600.00 |
| Seagis Property | 19HP1389 - 3100 NW | 66,192.00 |
| Seagis Property | 19HP1418 - 8150 NW 76 AVENUE LLC | 2,950.00 |
| Seagis Property | 19HP1419 - SPG UNIVERSITY PARK LLC | 4,735.00 |
| Seagis Property | 19HP1427 - SPG Palm Crossing (Central) | 7,340.00 |
| Seagis Property | 19HP1452 - 8150 NW 76 AVENUE LLC | 193,433.90 |
| Seagis Property | 19HP1489 - 1175 NW 159th St | 22,680.00 |
| Seagis Property | 19HP1508 - SPG Miramar 11420 Interchange | 3,978.00 |
| Seagis Property | 19HP1509 - Flamingo Park VIII, LLC | 5,300.00 |
| Seagis Property | 19HP1530 - SPG Doral West - Int Ptg | 5,798.00 |
| Seagis Property | 19HP1531 - SPG Miramar 11450 Int. Int Ptg | 9,896.00 |
| Seagis Property | 19HP1541 - CPK ptg | 82,304.64 |
| Seagis Property | 19HP1542 - Deerwood LLC | 6,997.12 |
| Seagis Property | 20HP0093 - Re-Ptg Wall | 2,800.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Seagis Property | 20HP0356 - Repair | 7,800.00 |
| Seagis Property | 20HP0530 - Interior painting | 9,780.00 |
| Seagis Property | 20HP0627 - Seagis Lakeway | 3,589.00 |
| Seagis Property | 20HP1053 - Drywall Repair 11301 | 3,450.00 |
| Seagis Property | 20HP1054 - 11956 | 2,250.00 |
| Seagis Property | 20HP1326 - SPG Miramar 11511 Int Ofc ptg | 4,993.00 |
| Seagis Property | 20HP1373 - Int Reno/Ptg | 3,296.55 |
| Seagis Property | 20HP1648 - Ptg Int Warehouse Walls | 5,860.00 |
| Seagis Property | 21HP0348 - Ext. Ptg. | 38,705.00 |
| Seagis Property | 22HP0148 Replace Expansion Joints | 21,525.00 |
| Seagis Property | 22HP0702 Exterior Painting | 11,075.00 |
| Seagis Property | Seagis PLIP 19HP1484 - Cooling | 5,487.00 |
| Seamark Condo | 19HP0701 Water intrusion | 5,450.00 |
| Seamark Condo | 19HP1341 ptg elevator door | 1,150.00 |
| Seamark Condo | 20HP0591 - Ext Ptg | 92,850.00 |
| Seamark Condo | 20HP0985 - Ptg Trash rooms | 1,800.00 |
| Searcy, Kelley | 22HP0291 Exterior Painting | 5,285.00 |
| Seaspray General Contractor | 19HP0538 int Ptg 7661 Hawks Landing | 7,800.00 |
| Seaspray General Contractor | 21HP1533 Interior painting | 9,885.00 |
| Secona Group LLC | 20HP1812 - Ext. Ptg. | 15,653.00 |
| Second Gulfstream Garden Apts. | 19HP0437 Ext Ptg | 112,345.25 |
| Sedona @ Addison Reserve | 19HP1071 PC | 1,335.00 |
| Sedona @ Addison Reserve | 20HP2060 - PC | 1,335.00 |
| Sedona @ Addison Reserve | 24HP0816 ID Wall | 3,335.00 |
| Sedona @ Addison Reserve | 24HP0953 Mailboxes | 1,700.00 |
| Sedona P.O.A. | 20HP2093 - ID Wall | 2,385.00 |
| Seiden, Carol | 24HP0153 Exterior painting | 23,285.00 |
| Seiler, Terry | 22HP1111 Exterior Painting | 2,785.00 |
| Selame, Robert | 23HP0576 Exterior Painting | 19,000.00 |
| Seligman, Alyson | 19HP0565 Ext Ptg | 3,000.00 |
| Selli, Bob | 21HP1461-Exterior Painting | 2,700.00 |
| SemiKnights, LLC. | 19HP1404 - Int Ptg | 7,125.00 |
| Seminole Tribe of Florida | 21HP1186-Exterior Painting | 28,685.00 |
| Sewell, Andrew | 23HP0095 Concrete Repair | 6,885.00 |
| Shaevitz, Ina & Oliver | 19HP0460 Ext Ptg | 4,575.00 |
| Shanbaum, Melody | 23HP0160 Pressure CLeaning | 1,350.00 |
| Shapiro, Arlene | 22HP0477 Exterior Painting | 2,300.00 |
| Shapiro, Florence & Howard | 24HP0087 Exterior Painting | 1,600.00 |
| Shapiro, Lynne | 22HP0146 Exterior Painting | 7,485.00 |
| Shapiro, Naomi | 20HP0154 - Ext Ptg | 3,285.00 |
| Sharaf | 23HP0343 Sign Up Bent Creek PIllar Repair | 2,125.00 |
| Sharkey, John | 19HP0111 Misc painting | 3,250.00 |
| Shaw, Jim | 19HP0447 ext ptg | 3,285.00 |
| Sheldon, Rod | 20HP0849 - Ext Ptg | 6,950.00 |
| Sheldon, Rod | 20HP0850 - Int Ptg | 21,620.00 |
| Shenton, Steve | 22HP0619 Catwalk | 1,685.00 |
| Sher, Carolyn | 19HP0190 Ext Ptg | 4,985.00 |
| Sher, Carolyn | 19HP0267 Int Ptg | 8,225.00 |
| Sherman, Bob | 21HP2036 Exterior Painting | 9,680.00 |
| Sherman, Rhonda | 21HP2157 Exterior Painting | 2,456.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Sherman, Rosie | 24HP0164 Exterior Painting | 4,560.00 |
| Shigris, Joshua | 19HP0054 ext ptg | 2,000.00 |
| Shonyo, Saini | 23HP0025 Exterior Painting | 1,974.00 |
| Shoppes @ Port St. Lucie | 19HP0797 Pc & Touch ups | 15,858.75 |
| Shore, Gisele | 22HP1479 Exterior Painting | 4,285.00 |
| Shoreside Condominium | 20HP0288 - Ext Ptg | 36,880.00 |
| Shoreside Condominium | 20HP0289 - Repair | 12,330.00 |
| Shoreside Condominium | 23HP0582 Tuff-Top | 5,500.00 |
| Shoreside Condominium | 24HP0399 Weather Seal Dock & Deck | 1,955.00 |
| Shrago, Marlene | 21HP0446- Exterior Ptg | 2,135.00 |
| Shultz | 23HP0176 Exterior Painting | 2,800.00 |
| Siegel, Maria | 24HP0869 Fountain and Shutters | 3,710.48 |
| Siegel, Sheldon | 20HP0690 - Ext Ptg | 6,413.00 |
| Sierra Palms HOA., Inc. | 19HP0877 id sign | 1,380.00 |
| Sierra Palms HOA., Inc. | 20HP1397 - Sidewalk PC | 4,050.00 |
| Sierra Palms HOA., Inc. | 21HP0818 - Exterior Painting | 42,500.00 |
| Sierra Palms HOA., Inc. | 22HP0156 Pressure Cleaning | 4,275.00 |
| Sierra Palms HOA., Inc. | 23HP0229 Pressure Cleaning | 4,980.00 |
| Sierra Palms HOA., Inc. | 24HP0653 Sidewalk | 4,750.00 |
| Sierra, Alex | 21HP0223 - Ext. Ptg. | 2,885.00 |
| Sigel, Marc | 19HP0040 Stucco repair | 1,535.00 |
| Signature Floors | 20HP1361 - East Wall Restoration | 1,750.00 |
| Silver, Cookie & Mark | 19HP0675 Ext ptg | 2,280.00 |
| Silver, James | 21HP0815-Roof Painting | 1,100.00 |
| Silver, Jerry | 24HP0713 Exterior Painting | 3,485.00 |
| Silver, Rosalyn | 20HP1526 - Roof cleaning | 1,020.00 |
| Silverstein, Elaine | 21HP1839 Wood Fence Repair | 1,750.00 |
| Silverstein, Joyce | 19HP1024 PC | 1,210.00 |
| Silverstein, Steve | 23HP0400 Mural Letters | 1,485.00 |
| Simnock, Adrienne | 23HP0990 Exterior Painting | 6,240.00 |
| Simon, Allen | 21HP2084 Pressure Cleaning | 1,208.00 |
| Simpson, Dee | 24HP1083 Exterior Painting | 5,285.00 |
| Sinclair, Karen | 23HP0762 Exterior Painting | 3,856.50 |
| Singer, Justin | 19HP0905 int ptg | 6,920.00 |
| Single Digits, Inc dba Upstream Network | 21HP1392-Interior Painting | 3,310.00 |
| Siriani, Rick | 24HP0329 Misc | 3,035.00 |
| Sitzmann, Keneth | 24HP0612 Exterior Painting | 1,960.00 |
| SJH Ventures, Inc. | 21HP1579-Railings and Shutters | 1,355.00 |
| Skiff, Brian | 19HP0795 Ext ptg | 2,485.00 |
| Sklar, Michael and Stacy | 22HP0214 Exterior Painting | 5,985.00 |
| Sklar, Michael and Stacy | 22HP0549 Painting Front Door | 1,200.00 |
| Sloan, Carol | 21HP1416-Exxterior Painting | 2,885.00 |
| Small, Jeffery | 23HP0719 Exterior Painting | 4,355.00 |
| Smargon, Samuel | 21HP2173 La Vida Exterior Painting | 3,185.00 |
| Smith Farm Master Assn. | 19HP0209 Ext Ptg playground strucures | 5,685.00 |
| Smith Farm Master Assn. | 19HP0533 - Ext Ptg clubhouse light poles | 1,795.00 |
| Smith Farm Master Assn. | 19HP0871 ext ptg | 5,880.00 |
| Smith Farm Master Assn. | 21HP1143-Paiting of Light Poles | 2,100.00 |
| Smith Farm Master Assn. | 22HP0456 Painting Light Poles | 2,860.00 |
| Smith, Jen | 20HP1300 - Ext Ptg | 4,885.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Smith, John | 23HP0275 Exterior Painting | 1,285.00 |
| Smith, Kimberly | 23HP0278 Exterior Roof & Floor | 5,385.00 |
| Smith, Kimberly | 23HP0305 Interior Painting | 1,132.50 |
| Sobel, Jeff | 21HP0845 - Exterior Painting | 12,085.00 |
| Soffer, Gary | 21HP1300-Exterior Painting | 3,005.00 |
| Solana @ Polo Club | 21HP1318-Painting of Railing | 2,980.00 |
| Solana II Condo Assn. | 19HP0464-3 Spray and forget roofs | 1,079.48 |
| Sole, Gary & Carol D. | 20HP0206 - Ext Ptg | 2,685.00 |
| Solovay, Kenneth & Lisa | 19HP0747 ext ptg | 3,010.00 |
| Sonnenreich, Michael | 20HP0999 - Driveway recoating | 1,485.00 |
| Sonoma I | 20HP0743 - PC & Ext Ptg | 3,880.00 |
| Sonoma Lakes | 22HP0925 Misc painting | 2,750.00 |
| Sosa, Eddie | 19HP1496 Ext Ptg | 3,466.80 |
| Sosa, Ernesto | 21HP1743 Window Glazing | 3,321.99 |
| Sosnowitz, Randy | 21HP1175-Exterior Painting | 3,285.00 |
| South Florida Window & Doors | 24HP0681 Window Frames | 1,050.00 |
| South Hampton E | 23HP0116 Catwalks | 4,680.00 |
| Southampton @ Kings Point | 19HP1027 ext ptg | 14,760.00 |
| Southampton @ Kings Point | 20HP0281 - PC & Ptg | 1,050.00 |
| Southampton @ Kings Point | 20HP0354 - Ext Ptg | 7,100.00 |
| Southampton Bldg. E | 20HP0241 - Ext Ptg | 39,820.00 |
| Southampton Bldg. G | 19HP0986 ext ptg 64 units | 22,292.50 |
| Southampton Bldg. H @ Kings Point | 19HP0879 ext ptg 64 units | 45,785.00 |
| Southampton Bldg. J | 19HP0436 - Ext PTG | 51,575.00 |
| Southampton Condo | 21HP1660-Exterior Painting | 60,350.00 |
| Southampton F @ Kings Point | 19HP1449 Ext Ptg | 45,280.00 |
| Southampton Neighborhood Assn., Inc. | 20HP0095 - A - Professional Ptg Ext | 43,450.00 |
| Southampton Neighborhood Assn., Inc. | 20HP0096 - Professional comm Ptg Ext | 40,285.00 |
| Southampton Neighborhood Assn., Inc. | 20HP0993 - Comml Ptg Ext | 45,785.00 |
| Southard, Bob | 20HP0486 - Ext Ptg | 4,160.00 |
| Southbound Investments, Inc | 19HP0005 545-557 warehouse | 3,900.00 |
| Southbound Investments, Inc | 19HP0948 ext ptg 1 warehouse | 6,100.00 |
| Southern Cay at Jonathan's Landing | 20HP1371 - Streetlight Ptg | 2,185.00 |
| Southport Townhomes | 21HP0890 - Exterior Painting | 11,200.00 |
| Southwinds @ Crosswinds Condo | 19HP0057 Repaint & Repl fascia Board | 2,195.00 |
| Southwinds @ Crosswinds Condo | 21HP0629 - Painting Project | 93,250.00 |
| Spanish Wells Condominium | 20HP1007 - Club/Pool house | 4,900.00 |
| Spanish Wells Condominium | 24HP0374 Pool Deck | 4,475.00 |
| Speichler, Karyn | 21HP1093-Window Frames Painting | 1,274.00 |
| Sperber, Joan | 20HP1656 - Ext ptg | 2,110.00 |
| SPG 12800 NW 113th Court LLC | 21HP1169-Exterior and Interior Painting | 46,888.00 |
| SPG COOPER CITY II LLC | 20HP0620 - PTG | 2,433.00 |
| SPG Deerwood CC LLC | 21HP1283-Exterior Gate Relocation | 33,308.00 |
| SPG Miramar Park LLC | 20HP0799 - Ptg Int office space | 2,945.00 |
| SPG NW 76 LLC | 20HP0688 - Relo Int Window | 2,500.00 |
| SPG Parkway LLC | 20HP1876 - Ext. Ptg. | 13,080.00 |
| SPG University Park | 20HP1875 - Ptg. nail salon | 3,258.00 |
| Spitz, Valerie | 21HP1350-Exterior Painting | 3,885.00 |
| Spivack, Sandi | 24HP0954 Sign Up Villa Monteverde Caulkin | 1,260.00 |
| Spodak, Myles | 21HP1037-Misc Painting | 1,450.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Springs Park East Condo | 21HP1965 Exterior Painting | 43,014.40 |
| Spurrell, Susan | 22HP0607 Exterior Painting | 2,993.00 |
| Spyglass Walk Condo Assn., Inc. | 19HP1224 Ext Ptg stucco | 6,890.00 |
| Spyglass Walk Condo Assn., Inc. | 20HP0973 - Edge Spall Repair | 2,635.00 |
| Spyglass Walk Condo Assn., Inc. | 21HP1296-Water Test | 1,285.00 |
| Spyglass Walk Condo Assn., Inc. | 23HP0487 Misc | 18,351.15 |
| St Andrews Grand Condoominium | 19HP0473 Ext ptg | 89,518.60 |
| St Paul Lutheran Church | 21HP0731 - Ptg gutters | 1,725.00 |
| St Paul Lutheran Church | 22HP0866 Sofit Repairs | 1,620.00 |
| St Paul Lutheran Church | 22HP1484 Playground PC | 2,300.00 |
| St Paul Lutheran Church | 23HP0650 Fence Painting | 3,520.00 |
| St Paul Lutheran Church | 24HP0770 Exterior Painting | 19,522.00 |
| St Thomas University | 20HP2071 - Ext Ptg Mimi Dooner Hall | 30,160.00 |
| St Thomas University | 21HP1302-Moot-Waterproofing | 2,800.00 |
| St Thomas University | 21HP2113 Student Center | 4,980.15 |
| St Thomas University | 22HP0028 Roth Skeller Interior Painting | 1,736.70 |
| St Thomas University | 22HP0178 Student CenterStorage Area | 2,457.00 |
| St Thomas University | 22HP0687 Re Coat Curbs | 2,600.00 |
| St Thomas University | 22HP0760 Dorm Rooms | 6,906.00 |
| St Thomas University | 22HP0853 Curb Painting | 8,873.00 |
| St Thomas University | 22HP0892 Stairwell Floors | 4,800.00 |
| St Thomas University | 22HP0950 Main Library Stairs | 1,100.00 |
| St Thomas University | 22HP1453 INterior Paint Monastery | 4,912.80 |
| St Thomas University | 23HP1217 Convacation Room | 4,044.00 |
| St Thomas University | 24HP0813 CPD Building | 1,615.00 |
| St Thomas University | 24HP0814 Villa Nova | 26,536.00 |
| St Thomas University | 24HP0833 Sullivan Interior | 15,696.00 |
| St Thomas University | 24HP0834 Macado Hall Interior Painting | 31,599.00 |
| St Thomas University | 24HP0861 Interior Law School | 16,355.00 |
| St Thomas University | 24HP0865 Moot Hallway | 4,255.00 |
| St Thomas University | 24HP0951 Misc Painting | 26,620.00 |
| St. Lucie County Board of County | 21HP0422 - Waterproof & pt rock rd Jail | 21,900.00 |
| St. Lucie County Board of County | 23HP0329 Sheriff Admin Roof Repair | 12,035.00 |
| St. Tropez Condo | 21HP1147-Exterior Painting | 69,550.00 |
| St. Tropez Condo | 23HP0093 Corner Monument Paint | 2,340.00 |
| Stadlan, Liz | 24HP0015 Remedial Cleaning | 1,360.00 |
| Starsouth Stucco | 22HP0871 Exterior Painting | 34,800.00 |
| State of FL Dept. of Veteran | 19HP0732 PC | 2,300.00 |
| Steckler, Nicole | 21HP0262 - Ext. Ptg. | 3,185.00 |
| Steel Fabricators | 20HP1159 - Cmml Ptg | 10,865.00 |
| Steeley, Diane | 22HP0485 Exterior Painting | 1,350.00 |
| Steeplechase @ Polo Club | 23HP0690 Beautification 2023 | 505,304.93 |
| Steffen, Christine | 21HP0464 - Interior Ptg | 3,000.00 |
| Steffen, Greg & Sherry | 19HP0599 int Ptg | 1,515.00 |
| Stein, Libby | 19HP0812 ext ptg | 5,685.00 |
| Stein, Libby | 19HP1013 roof painting | 2,800.00 |
| Stein, Libby | 23HP0212 Exterior Painting | 6,485.00 |
| Steiner, Dori | 24HP0619 Exterior Painting | 8,285.00 |
| Steinmetz, Laurie | 19HP0497 Ext Ptg | 2,485.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Stella, Vincete | 23HP0752 Roof Painting | 3,285.00 |
| Stellar Aviation | 22HP0926 Exterior painting | 65,450.00 |
| Stelzer, Fred | 21HP2118 Exterior Painting | 1,044.00 |
| Stephenson, Ramon | 19HP1350 Ext Ptg | 1,885.00 |
| Sterling Palm Estates | 22HP0747 Perimeter Wall | 16,320.00 |
| Sterling Palm Estates | 22HP0818 Perimter Wall | 5,400.00 |
| Stern, Janine | 21HP0730 - Professional Coating | 1,885.00 |
| Stern, Janine | 22HP0073 Corner Beading | 1,160.00 |
| Stern, Lucy & Mitchell | 20HP0784 - Ext Ptg | 4,670.00 |
| Stevans, Matthew | 24HP0780 Sign Up LeChateau | 1,560.00 |
| Stewart, Jackie | 21HP1429-Interior Painting | 3,585.00 |
| Stiles, Bobby | 19HP0467 Ext Ptg | 1,695.00 |
| Stirling Square | 22HP0523 Exterior Painting | 13,780.00 |
| Stoica, Grace | 21HP1803 Exterior Painting | 4,285.00 |
| Stolzenberg, Keith & Laura | 19HP0633 Window caulking | 1,905.00 |
| Stone, Rick | 23HP1129 Interior painting | 2,865.00 |
| Stonebrook Estates (Castle Group) | 19HP0485 Ext Ptg | 2,480.00 |
| Stonebrook Estates (Castle Group) | 21HP1990-Painting Community Walls | 3,620.00 |
| Stonebrook HOA | 22HP1307 Exterior Painting | 9,885.00 |
| Stoppelmann, Ron | 22HP1163 Exterior Paitning | 9,885.00 |
| Store Self Storage | 21HP0036 - Stucco Repair | 19,539.80 |
| Store Self Storage | 22HP0365 Stucco Repair | 9,014.36 |
| Storm Tight Windows | 23HP0451 Interior Painting | 3,888.00 |
| Stotzer, Ted | 20HP0220 - Ext Ptg | 3,395.00 |
| Stotzer, Ted | 20HP0557 - Ext Ptg | 2,100.00 |
| Strathmore HOA | 22HP1054 Mailboxes | 10,395.00 |
| Strathmore HOA | 24HP0427 Mailbox Posts | 11,340.00 |
| Strayer Building | 22HP0751 Exterior Painting | 11,500.00 |
| Strba, Beverly | 19HP0688 window caulking | 1,905.00 |
| Studio LLC | 21HP0674 - Interior Painting | 2,500.00 |
| Sullivan, Shawn | 22HP0711 Exterior Painting | 2,488.00 |
| Summerwinds HOA | 19HP0875 ptg perimeter wall | 1,285.00 |
| Summerwinds HOA | 23HP0233 Perimeter Wall | 19,860.00 |
| Summit Contracting | 21HP1178-Stucco Patches-Specter | 7,820.00 |
| Sun, Yilin | 21HP0329 - Painting | 3,269.00 |
| Suncoast Credit Union | 1173-18 Roof Waterproofing | 81,347.46 |
| Suncoast Credit Union | 19HP0705 Ext Ptg | 350,000.00 |
| Sunrise Property Mgmt | 23HP0406 Exterior Painting | 6,775.00 |
| Sunset Cove | 22HP0497 Exterior Painting | 1,775.00 |
| Sunshine Cathedral | 24HP0208 Exterior Painting | 25,560.00 |
| Sussman, Linda | 21HP0699 - Ext. Ptg. | 4,030.00 |
| Sutton HOA | 23HP0672 Perimeter Wall | 2,625.00 |
| Sutton Residence | 20HP0195 - Ext Ptg & PC | 2,335.00 |
| Sutton Residence | 20HP0262 - Int Ptg | 6,535.00 |
| Sweet Bay Village at Harbour Ridge | 22HP0399 Exterior Painting | 141,200.00 |
| Switzer, Kris | 19HP0922 - ext ptg | 3,385.00 |
| Sykes, Iette | 20HP0845 - Int Ptg | 3,000.00 |
| Synovus Bank | 19HP0921 ext ptg | 12,485.00 |
| Taco Craft | 20HP1224 - Int Ptg | 8,550.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Taco Craft* | 21HP1268-Interior Painting | 1,940.00 |
| Taco Craft* | 21HP2152-Interior Wood Stain | 13,745.00 |
| Tafur, Al | 21HP1581 Exterior Painting | 4,050.00 |
| Talavera @ Addison Reserve POA | 20HP0533 - Ext Ptg | 1,825.00 |
| Talavera @ Addison Reserve POA | 22HP0754 Pressure Cleaning | 15,438.00 |
| Talavera @ Addison Reserve POA | 22HP0800 | 6,729.00 |
| Talavera @ Addison Reserve POA | 23HP0635 Pressure Cleaning | 1,941.00 |
| Talavera @ Addison Reserve POA | 23HP0785 Pressure Clean Driveways | 3,740.00 |
| Talavera @ Addison Reserve POA | 23HP1010 Pressure Cleaning Communnity | 1,941.00 |
| Talavera @ Addison Reserve POA | 24HP0382 Pressure Cleaning | 1,756.00 |
| Talavera @ Addison Reserve POA | 24HP0714 Pressure Cleaning | 9,900.00 |
| Talavera @ Addison Reserve POA | 24HP0807 PC Driveways | 4,085.00 |
| Talavera @ Addison Reserve POA | 24HP0846 Sign Ups | 9,800.00 |
| Talavera HOA | 21HP1458-Sidewalk replacement | 6,774.00 |
| Talavera P.O.A., Inc. | 21HP0270 - 2020 Beautification | 6,210.00 |
| Tapper, Albert | 21HP1411-Pressure Cleaning | 1,125.00 |
| Tareyton Condo | 22HP0947 Exterior Painting | 24,675.00 |
| Tarler, Howard | 24HP0754 Misc Painting | 3,135.00 |
| Taverrite, Joe | 22HP0788 Exterior Painting | 3,665.00 |
| Taxes, Mark | 24HP0771 Exterior Painting | 3,528.00 |
| Taylor, Dan | 20HP1480 - Ext Ptg | 2,635.00 |
| Taylor, Regina | 20HP1432 - Ext. Ptg. | 2,295.00 |
| Taylor, Sharon | 19HP0208 Ext Ptg | 5,285.00 |
| TCG Florida | 24HP0610 Stitts Residence | 20,900.00 |
| Teixeira, Peggy | 23HP0579 Interior Painting | 1,800.00 |
| Temple Solel Inc | 19HP1028 Ext Ptg | 24,385.00 |
| Terra Linda @ Mirasol | 21HP0465 - Painting | 1,285.00 |
| Terras, Valerie | 20HP0808 - Ext Ptg | 2,885.00 |
| Tesher, Susan (Robert Sandila) | 19HP0963 Exterior Painting | 2,805.00 |
| Thaw, Jennifer | 20HP1898 - Ext. Ptg. | 4,755.00 |
| The Addison | 24HP0737 Exterior Painting | 55,263.85 |
| The Ambassadors Condominium Association | 21HP0582 - Waterproofing of pool deck | 22,754.00 |
| The Arbours | 21HP0755 - Ext Ptg | 24,000.00 |
| The Arbours | 22HP1032 Exterior Painting | 45,815.00 |
| The Banyans at Broken Sound P.O.A., Inc. | 20HP0210 - PC | 10,760.00 |
| The Banyans at Broken Sound P.O.A., Inc. | 20HP0213 - PC | 3,585.00 |
| The Banyans at Broken Sound P.O.A., Inc. | 21HP0721 - 2021 Beautification | 587,861.84 |
| The Caribe Inc. of Broward County | 21HP1958 Remedial Cleaning | 19,125.00 |
| The Caribe Inc. of Broward County | 21HP2175 Stucco & Windowsill Repairs | 3,950.00 |
| The Caribe Inc. of Broward County | 21HP2176 Stucco Repair | 1,800.00 |
| The City of Hallandale Beach | 20HP1979 - Golden Isles Pavillion | 2,525.00 |
| The City of Pembroke Pines | 19HP0965 Re-Coating Storage Tanks | 168,334.90 |
| The Club @ Indian Lakes | 20HP0897 - 2020 Beautification | 64,445.00 |
| The Club @ Indian Lakes | 24HP0643 Clubhouse | 28,279.00 |
| The Country Club of Naples | 20HP1042 - Light Poles | 7,555.00 |
| The Cove at Boca West | 21HP1374-Exterior Painting | 3,655.00 |
| The Cove at Boca West | 23HP0726 Pool Deck | 2,885.00 |
| The Estates of Boca Grove | 20HP0606 - EXT PTG | 3,070.00 |
| The Estates of Tanglewood Lakes | 19HP0893 rust removal | 2,600.00 |
| The Estates of Tanglewood Lakes | 20HP1618 - Rust removal | 2,700.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| The Estates of Tanglewood Lakes | 21HP1627 - Rust Removal | 4,380.00 |
| The Gardens at Lighthouse Point | 20HP1814 - Deko Tek Coating | 3,285.00 |
| The Gardens of Lakewood III | 22HP0522 Pool Deck | 1,485.00 |
| The Glens Condominium, Inc. | 19HP1003 PC | 1,450.00 |
| The Glens Condominium, Inc. | 20HP0214 | 15,035.00 |
| The Glens Condominium, Inc. | 20HP1206 - PC | 1,450.00 |
| The Glens Condominium, Inc. | 21HP0094 - PC sidewalks | 1,050.00 |
| The Glens Condominium, Inc. | 22HP0138 Beautification PC | 5,445.00 |
| The Greenhouse | 19HP1321 ext ptg | 38,192.35 |
| The Grove Condo Assn. | 19HP0099 - Pressure clean | 1,635.00 |
| The Island Club @ PGA Village | 19HP1036 Int Ptg | 4,200.00 |
| The Island Club @ PGA Village | 20HP0584 - Int Ptg | 1,950.00 |
| The Island Club @ PGA Village | 20HP0723 - Int Ptg Clubhouse | 6,400.00 |
| The Island Club @ PGA Village | 21HP0100 - Int. Ptg. | 3,850.00 |
| The Landings @ Weston | 19HP0815 ptg poles | 1,870.00 |
| The Landings @ Weston | 20HP1912 - Monument walls | 5,500.00 |
| The Landings @ Weston | 20HP2065 - ptg guardhouse | 2,300.00 |
| The Landings @ Woodfield CC | 19HP1250 ptg id wall | 1,885.00 |
| The Landings POA @ Parkland | 20HP0355 - Ext Ptg | 13,810.00 |
| The Laurels @ The Polo Club | 19HP0742 vapor blast | 1,135.00 |
| The Laurels @ The Polo Club | 19HP1234 PC Sidewalk | 1,150.00 |
| The Laurels @ The Polo Club | 21HP0389-Prof Pressure Cleaning | 1,485.00 |
| The Mae Volen Senior Center Inc | 21HP0077 - Administration Office | 17,586.00 |
| The Manor Condominium | 20HP0886 - Ext Ptg | 3,405.00 |
| The New Yorker Apt. Bldg. | 19HP1048 Ext Ptg | 20,000.00 |
| The Oaks @ Boca Raton POA, Inc. | 20HP0539 - Int Ptg | 1,475.00 |
| The Palms @ Boca Point | 21HP0491 - Pressure Cleaning | 1,325.00 |
| The Palms at Boca Pointe | 22HP0676 PC Sidewalks | 3,005.00 |
| The Palms at Boca Pointe | 22HP1129 Pressure Cleaning | 17,730.00 |
| The Palms at Boca Pointe | 23HP0480 Pressure Cleaning | 2,750.00 |
| The Palms at Boca Pointe | 23HP0877 Pressure Cleaning | 57,490.00 |
| The Palms at Town & Country | 1666-18 Expansion joints | 10,575.00 |
| The Palms at Town & Country | 19HP0427 Paint fitness sign | 1,850.00 |
| The Palms at Town & Country | 19HP0553 PC & Stain | 86,125.00 |
| The Palms at Town & Country | 19HP0690 Touch up @ Bakery | 1,375.00 |
| The Palms at Town & Country | 19HP0691 Cadillac Jack railings | 2,090.00 |
| The Palms at Town & Country | 19HP0764 Addendum ext ptg moes & bakery | 1,525.00 |
| The Palms at Town & Country | 20HP0194 - PC & Coat | 5,060.00 |
| The Palms at Town & Country | 20HP0965 - Ramp resurfacing | 1,845.00 |
| The Palms at Town & Country | 20HP1126 - Vapor Blasting | 6,875.00 |
| The Palms at Town & Country | 20HP1163 - Vapor Blast Walkways | 45,480.00 |
| The Palms at Town & Country | 20HP1195 - Sealer for Lifestyle Sidewalk | 11,910.50 |
| The Palms at Town & Country | 20HP1387 - Vaporblasting | 2,400.00 |
| The Palms at Town & Country | The Palms at Town & Country - Other | 6,063.83 |
| The Patios of Oakwood Condo Assn., Inc. | 20HP0560 - Roof Cleaning | 3,030.00 |
| The Pines @ Woodmont | 19HP0561 Ext Ptg 60 homes | 62,100.00 |
| The Plaza at Oceanside Condo | 20HP1317 - Ceiling Repair | 3,235.00 |
| The Plaza at Oceanside Condo | 20HP1492 - Ceiling Repair PH#3 | 1,885.00 |
| The Plaza at Oceanside Condo | 20HP2063 - crack repair | 1,285.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| The Plum Cortina HOA @ Boca Point | 19HP1235 Roof cleaning | 16,193.00 |
| The Plum Cortina HOA @ Boca Point | 20HP1203 - Paint Car Stops | 15,000.00 |
| The Plum Cortina HOA @ Boca Point | 20HP1478 - PC | 1,896.00 |
| The Plum Cortina HOA @ Boca Point | 20HP1481 - Address Plaques | 12,617.00 |
| The Plum Cortina HOA @ Boca Point | 20HP1831 - Entry Pavers | 3,600.00 |
| The Plum Cortina HOA @ Boca Point | 23HP0109 Pressure Cleaning | 1,946.00 |
| The Plum Cortina HOA @ Boca Point | 23HP0673 Pressure Cleaning | 41,235.00 |
| The Preserve HOA (3901) | 19HP0104 - Paint D-Curbs | 1,295.00 |
| The Preserve HOA (3901) | 19HP0911 drywall & int ptg | 3,785.00 |
| The Preserve HOA (3901) | 19HP1205 ptg mens & womans bathroom | 1,335.00 |
| The Preserve HOA (3901) | 19HP1258 Column repair | 1,150.00 |
| The Preserve HOA (3901) | 20HP0205 - Repair & Ptg | 4,000.00 |
| The Preserve HOA @ Binks Forest | 20HP1316 - Ext Ptg | 2,060.00 |
| The Shoppes of Addison Place | 20HP0359 - PC | 3,875.00 |
| The Shoppes of Addison Place | 20HP1624 - Light Poles/Fixtures ptg | 7,410.00 |
| The Shoppes of Addison Place | 21HP0345 - Ptg Wall | 1,200.00 |
| The Town of Jupiter | 19HP0020 Salinity Barriers | 1,500.00 |
| The Town of Jupiter | 19HP0312 Ext Ptg ABC Skate Park | 2,707.50 |
| The Town of Jupiter | 19HP0438 Clock Tower | 8,554.00 |
| The Town of Jupiter | 19HP0630 Community cntr | 2,093.00 |
| The Town of Jupiter | 19HP0681 Ext Ptg 723 fire hydrants | 65,070.00 |
| The Town of Jupiter | 19HP0828 ext ptg | 6,000.00 |
| The Town of Jupiter | 19HP0829 Comm Park 4 plex | 8,000.00 |
| The Town of Jupiter | 19HP0855 ext ptg | 2,142.50 |
| The Town of Jupiter | 19HP0927 ptg doors @ EOC | 1,445.50 |
| The Town of Jupiter | 20HP0410 - Ext Ptg | 7,000.00 |
| The Townhomes of Highland Beach | 1396-18 Stair landings | 36,500.00 |
| The Townhomes of Highland Beach | 1397-18 Atrium catwalks | 67,500.00 |
| The Townhomes of Highland Beach | 19HP0483 Header concrete repairs | 8,500.00 |
| The Townhomes of Highland Beach | 19HP1042 scaffolding | 72,786.60 |
| The Woodlet Condo Assn., Inc. | 19HP0163 - Ext Ptg | 3,500.00 |
| Thies, Peter | 20HP1981 - Ext Ptg | 2,785.00 |
| Thompson, James | 22HP1272 Exterior Painting | 3,285.00 |
| Tickner, Corey | 21HP1345-Stucco Repairs | 1,200.00 |
| Tierra Del Sol Community | 23HP0810 Tuff Top | 6,000.00 |
| Tierra Del Sol Community | 23HP0811 Floor Repair | 33,000.00 |
| Tierra Del Sol Community | 23HP0907 Additional Work | 7,210.00 |
| Tierra Del Sol Condo | 20HP0694 - Bands with signs of Effloresce | 4,390.00 |
| Tierra Del Sol Condo* | 21HP0792-Parking Lot Painting | 5,085.00 |
| Tierra Verde @ Delray Beach | 20HP0123 - Beautification 2020 - 2025 | 4,630.00 |
| Tierra Verde @ Delray Beach | 20HP0267 - PC | 2,975.00 |
| Tierra Verde @ Delray Beach | 20HP0402 - Ext Ptg | 3,230.00 |
| Tierra Verde @ Delray Beach | 23HP0743 Pressure Cleaning | 17,375.00 |
| Tierra Verde @ Delray Beach | 23HP0809 Waterproofing | 2,600.00 |
| Tierra Verde @ Delray Beach | 24HP0339 Railings, Floors Columns | 106,900.00 |
| Tierra Verde @ Delray Beach | 24HP0545 pool house columns | 2,300.00 |
| Tierra Verde @ Delray Beach | 24HP0915 Balcony Repairs | 5,592.36 |
| Tiffany Gardens Master Association | 19HP0509 Ext Ptg wall | 1,192.00 |
| Tiffany Gardens Master Association | 20HP0414 - Ext Ptg | 8,953.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Timberwalk 2 Villas | 24HP0421 Exterior Painting | 120,075.00 |
| Timberwalk I Association | 23HP0460 Exterior Painting | 228,225.00 |
| Timpano Restaurant | 22HP0772 Exterior Painting | 1,200.00 |
| Tisman, Nancy | 24HP0578 Sign Up Lakeshore Ext Paint | 1,585.00 |
| Tivins, Erik/Ines | 20HP1066 - Window frame ptg | 1,183.00 |
| Tivoli Reserve | 20HP1946 - 2020 Beautification | 37,885.00 |
| Tivoli Reserve | 22HP0062 Individual Pressure Cleaning | 4,255.00 |
| Tivoli Reserve | 22HP0496 Exterior Painting | 2,285.00 |
| TJ Maxx Plaza | 20HP0914 - PC Ptg Repair | 7,425.50 |
| Toledo, Jose | 21HP1348-Exterior Painting | 8,385.00 |
| Toni, Garcia | 21HP0538 - Exterior Ptg | 2,685.00 |
| Torrens, Andy | 19HP0559 Ext Ptg | 2,885.00 |
| Torres, Francisco | 21HP1552 - Int. Ptg | 8,100.00 |
| Torrey Pines | 19HP0479 Roof Cleaning | 7,130.00 |
| Torrey Pines | 23HP0441 Beautification 2023 | 14,598.00 |
| Total Appliance | 19HP0231 | 8,803.00 |
| Towe, Barbara | 22HP0302 Exterior Painting | 2,785.00 |
| Town Center at Boca Raton | 22HP1466 Exterior painting | 10,185.00 |
| Town Center at Boca Raton | 23HP0081 Exterior Painting Terrace | 94,985.00 |
| Town Center at Boca Raton | 23HP0218 Door Resurfacing | 1,450.00 |
| Town Center at Boca Raton | 23HP0589 ID Signs | 50,800.00 |
| Town of Highland Beach | 1736-18 Community room | 1,872.00 |
| Town of Highland Beach | 19HP0835 railing, handrails, landings | 13,200.00 |
| Town of Highland Beach | 19HP0836 Coating stairwells | 8,000.00 |
| Town of Highland Beach | 19HP1010 Town hall, Public works, tank wa | 21,131.00 |
| Town of Highland Beach | 19HP1011 Fire Dept ext wall | 9,737.28 |
| Town of Highland Beach | 20HP0609 - City Hall | 2,844.30 |
| Town of Highland Beach | 20HP0766 - CTY HALL LOBBY PTG | 2,197.00 |
| Town of Highland Beach | 22HP0045 Town Hall Interior Paint | 7,661.00 |
| Town of Highland Beach | 22HP0903 Mop Room | 10,838.00 |
| Town of Highland Beach | 22HP0911 Chlorine Area | 13,618.00 |
| Town of Highland Beach | 23HP0479 City Hall Interior | 3,738.00 |
| Town of Juno Beach" | 19HP0834 ptg town cnt & pd | 19,939.90 |
| Town of Juno Beach" | 20HP0531- Light Poles | 2,405.00 |
| Town of Palm Beach | 19HP0365 2019 Street Light | 43,875.00 |
| Town of Palm Beach | 20HP1230 - Street Lighting PO200844 | 38,035.00 |
| Town of South Palm Beach. | 20HP1654 - PC 17 light poles | 3,246.00 |
| Town Place Club Villas | 20HP1583 - Metal fencing ptg | 3,240.00 |
| Town Square Townhomes | 1562-18 Exterior painting | 43,861.50 |
| Townhomes II at Fairfield | 23HP0056 Caulking Project | 15,800.00 |
| Townhomes of Fairfield | 24HP0732 Exterior Painting | 126,625.00 |
| Townhomes of Marlwood H.O.A. | 19HP0967 ext ptg | 66,939.00 |
| Townhomes Village 40 East | 19HP0669 PC walls | 6,800.00 |
| Townsend Place Condo Assn. | 19HP1144 Roof waterproofing | 44,200.85 |
| Townsend Place Condo Assn. | 20HP0165 - Repair | 11,520.00 |
| Townsend Place Condo Assn. | 20HP0217 - Waterproof Repair | 6,000.00 |
| Townsend Place Condo Assn. | 20HP1235 - Front Entrance Electrostatic | 5,000.00 |
| Townsend Place Condo Assn. | 21HP1776 Exterior Painting | 1,286,114.00 |
| Townsend Place Condo Assn. | 22HP0067 Door Install | 23,371.80 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Townsend Place Condo Assn. | 22HP0225 N Tower Bathrooms | 29,850.00 |
| Townsend Place Condo Assn. | 22HP0470 Watertest Unit 104 | 1,500.00 |
| Townsend Place Condo Assn. | 22HP0471 Guard House Repair | 1,985.00 |
| Townsend Place Condo Assn. | 22HP0613 Concrete Waterproofing | 14,769.30 |
| Townsend Place Condo Assn. | 22HP0634 Interior Painting | 32,298.00 |
| Tradewinds Condominium | 23HP0836 Exterior Painting | 47,995.00 |
| Travers, Guy | 22HP0742 Exterior Painting | 2,547.00 |
| Tremellen, Patsy | 19HP1357 Ext Ptg | 2,715.00 |
| Trevisani, Barbara | 23HP0715 Exterior Painting | 6,320.00 |
| Trieste @ Addison Reserve | 19HP0159 Pressure clean | 1,030.00 |
| Trieste @ Addison Reserve | 19HP1314 PC | 3,215.00 |
| Trieste @ Addison Reserve | 20HP0636 - PC | 2,250.00 |
| Trieste @ Addison Reserve | 20HP1449 - PC Driveways | 2,295.00 |
| Trieste @ Addison Reserve | 22HP0119 Beautification | 2,515.00 |
| Trieste @ Addison Reserve | 22HP0567 Addendum Roof Cleaning | 21,885.00 |
| Trieste @ Addison Reserve | 24HP0005 Roof Cleaning | 13,010.00 |
| Trieste @ Addison Reserve | 24HP0173 Driveway PC | 1,754.00 |
| Trieste @ Addison Reserve | 24HP1005 Pressure Cleaning | 1,754.00 |
| Trieste @ Boca Raton Master | 21HP2031 - Water Proofing Upper Foam | 3,246.00 |
| Trieste Place HOA, Inc. | 20HP0297 - Ext Ptg | 1,685.00 |
| Trieste POA @ Addison Reserve | 20HP0637 - PC | 1,005.00 |
| Trion Ventures | 23HP0392 Exterior Painting | 31,980.00 |
| Troiani, Jackie | 24HP0613 Interior Painting | 8,056.50 |
| Tropic Bay | 20HP1265 - Walkways 5 floors | 8,960.00 |
| Tropic Bay Building #10 | 20HP0868 - Tile/Grout Removal | 1,785.00 |
| Tropic Bay Building #2 | 23HP0745 Stairwell Painting | 1,980.00 |
| Tropic Bay Building #2 | 24HP0133 Lobby Painting | 2,149.00 |
| Tropic Bay Building #3 | 22HP0309 Painting Unit 176 | 2,136.00 |
| Tropic Bay Building #4 | 19HP0046 clean front of building | 1,400.00 |
| Tropic Bay Building #6 | 24HP0092 Floor Coating | 2,596.00 |
| Tropic Bay Building #8 | 19HP0048 clean front of building | 1,400.00 |
| Tropic Bay Building #8 | 20HP0938 - Dura Plate coat 2nd-5th floors | 3,600.00 |
| Tropic Bay Building #9 | 19HP0049 clean front of building | 1,400.00 |
| Tropic Bay Building #9 | 22HP0084 Floor Sealing | 4,975.00 |
| Tropic Bay Condo | 20HP0500 - Int & Ext Ptg | 49,698.00 |
| Tropic Bay Condo | 20HP0501 - Int & Ext Ptg | 41,395.00 |
| Tropic Bay Condo | 20HP0502 - Int & Ext Ptg | 52,519.00 |
| Tropic Bay Condo | 20HP0503 - Int & Ext Ptg | 51,195.00 |
| Tropic Bay Condo | 20HP0504 - Int & Ext Ptg | 32,141.00 |
| Tropic Bay Condo | 20HP0505 - Int & Ext Ptg | 30,498.00 |
| Tropic Bay Condo | 20HP0506 - Int & Ext Ptg | 44,370.00 |
| Tropic Bay Condo | 20HP0507 - Int & Ext Ptg | 41,345.00 |
| Tropic Bay Condo | 20HP0508 - Int & Ext Ptg | 41,595.00 |
| Tropic Bay Condo | 20HP0509 - Int & Ext Ptg | 35,473.00 |
| Tropic Bay Condo | 20HP0510 - Int & Ext Ptg | 30,998.00 |
| Tropic Bay Condo | 20HP0511 - Int & Ext Ptg | 34,925.00 |
| Tropic Bay Condo | 20HP0512 _ Int & Ext Ptg | 35,505.00 |
| Tropic Bay Condo | 20HP0869 - Spatter coat | 3,029.00 |
| Tropic Bay Master Association | 20HP1184 - Ptg | 21,369.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Trout, Lynette | 20HP1012 - Ext Ptg | 3,100.00 |
| Tumay, Berrin | 20HP1660 - Ext ptg | 4,885.00 |
| Tumay, Lou | 22HP0578 Exterior Painting | 4,000.00 |
| Turnberry Isle Condominium Association | 1305-18 Exterior Painting | 637,956.98 |
| Turtle Cay | 24HP0413 Monument Sign | 1,250.00 |
| Turtle Cay | 24HP0706 Guard House | 1,440.00 |
| Tuscany at Coral Lakes | 23HP0009 Light Pole Painting | 3,235.00 |
| Tuscany B @ Kings Point | 20HP0391 - Ext Ptg | 29,505.00 |
| Tuscany C @ Kings Point | 20HP0392 - Ext Ptg | 29,505.00 |
| Tuscany C @ Kings Point | 20HP1574 - Tuscany C | 25,500.00 |
| Tuscany E - King's Point | 20HP0671 - 1st & 2nd Floor Sidewalks | 6,940.00 |
| Twelve Pillars Apartments | 19HP0044 - 1 three story bldg | 19,080.00 |
| Udelson, Don | 19HP0275 - Ext Ptg | 1,600.00 |
| Udis, Gary | 24HP0431 Exterior Painting | 3,745.00 |
| Unger, Hilary | 23HP0040 Interior & Exterior Painting | 4,645.00 |
| United Fabrication & Maintenance | 24HP0045 Wall Painting | 6,885.00 |
| Urena, Eliot | 22HP0952 Exterior Painting | 2,685.00 |
| US Concrete Products | 19HP0440 Ext Ptg | 3,160.00 |
| Valancy, Scott | 19HP1148 ext ptg | 4,900.00 |
| Valcourt Bld Services | 19HP0711 Ritz Carlton | 155,229.04 |
| Valcourt Bld Services | 19HP0953 Li Ciel Venetian Tower | 34,000.00 |
| Valcourt Bld Services | 19HP1109 - Ptg Li Ciel Venet. Naples | 26,500.00 |
| Valcourt Bld Services | 19HP1514 - Ritz Carlton - T&M | 13,515.18 |
| Valencia @ Boca Pointe | 22HP0269 Exterior Painting | 163,920.00 |
| Valencia @ Boca Pointe | 22HP0505 Exterior Wall | 3,785.00 |
| Valencia @ Boca Pointe | 23HP0088 Perimeter Wall | 3,465.00 |
| Valencia @ Boca Pointe | 23HP0485 Pressure Cleaning | 4,753.00 |
| Valencia @ Boca Pointe | 24HP0224 Light Pole Painting | 1,625.00 |
| Valencia Cay | 20HP0399 - PC & Ptg | 1,795.00 |
| Valencia Cay @ Riverland | 19HP0741 remedial cleaning | 1,700.00 |
| Valencia Cay @ Riverland | 20HP1512 - Fountain Cleaning | 3,600.00 |
| Valencia Grove POA | 23HP0138 Monument Walls | 2,800.00 |
| Valencia Sound | 22HP0857 Fountain Walls | 9,230.00 |
| Valenti, Sheila | 19HP0632 caulking | 2,460.00 |
| Valletta at Boca Raton | 23HP0420 Exterior Painting | 161,648.17 |
| Vanguard Village Mainlands II HOA | 24HP0659 Clubhouse | 4,355.00 |
| Vaucher, Sandra | 21HP1541-Exterior Painting | 2,885.00 |
| Vazquez, Eve | 20HP1884 - Ext. Ptg. | 3,185.00 |
| Veleiros at Crystal Lake | 22HP0413 Id Wall | 2,285.00 |
| Velez, Josh | 21HP1997 Exterior Painting | 2,385.00 |
| Velocity Community Credit Union | 19HP0324 Ext Ptg | 3,830.00 |
| Velocity Community Credit Union | 20HP0426 - Int Ptg | 11,685.00 |
| Velocity Community Credit Union | 20HP1608 - Int ptg | 3,105.00 |
| Venetian Condominium, Inc. | 19HP0034 Interior garage pipes | 2,875.00 |
| Venetian Condominium, Inc. | 19HP0035 Barbeque Gazebo | 2,250.00 |
| Venetian Condominium, Inc. | 19HP0071 Knee wall & Sea Wall | 1,125.00 |
| Venetian Condominium, Inc. | 19HP0076 PC Boat Dock | 1,724.00 |
| Venetian Condominium, Inc. | 19HP0644 - ptg doors | 3,200.00 |
| Venetian Condominium, Inc. | 19HP0713 - North Stairwell concrete | 1,725.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Venetian Condominium, Inc. | 19HP0866 columns | 13,600.00 |
| Venetian Condominium, Inc. | 20HP0494 - Ext Ptg | 28,120.00 |
| Venetian Condominium, Inc. | 20HP0549 - Repain Windows | 2,485.00 |
| Venetian Condominium, Inc. | 20HP1518 - replace columns | 14,775.00 |
| Venetian Park Condo #4 | 23HP0366 Wooden Fence Painting | 22,400.00 |
| Venetian Park Condo #5 | 23HP0799 Wooden Fence Painting | 9,600.00 |
| Venezia Las Olas | 21HP0874-Tower Facade Repair Project | 338,828.34 |
| Venezia Las Olas | 21HP0874-Tower Facade Repair Project | 309,811.71 |
| Ventura @ Mission Bay | 24HP0662 Exterior Panting | 76,089.30 |
| Ventura at Mission Bay | 20HP0663 - Ext Ptg | 9,692.00 |
| Ventura at Mission Bay | 20HP0926 - Addl Ptg homes | 11,841.00 |
| Ventura at Mission Bay | 20HP1132 - Addl Ptg Homes | 11,841.00 |
| Ventura at Mission Bay | 20HP1221 - Ext Ptg | 3,947.00 |
| Ventura at Mission Bay | 20HP1642 - Metal fencing | 10,000.00 |
| Ventura at Mission Bay | 22HP0516 Exterior Painting | 52,682.90 |
| Ventura at Mission Bay | 22HP1337 Light Poles | 5,231.25 |
| Ventura at Mission Bay | 23HP0295 Exterior Painting | 38,101.00 |
| Verdezoto, Edwin | 23HP0331 Waterproofing | 140,625.00 |
| Vernon Heights | 20HP1124 - PC sidewalk | 1,375.00 |
| Victoria Isles | 23HP1176 Misc Painting | 4,585.00 |
| Victoria Isles | 23HP1177 Misc Painting | 5,100.00 |
| Victoria Isles Community Assn. | 22HP0110 2022 Beautification | 8,188.00 |
| Victoria Isles Community Assn. | 23HP0157 Beautification 2023 | 7,903.00 |
| Victoria Isles Community Assn. | 24HP0100 Pressure Cleaning | 4,938.00 |
| Victoria Isles Community Assn. | 24HP0884 Additional Work for Residence | 1,100.00 |
| Victoria Landings | 20HP0313 - Remedial Cleaning | 3,700.00 |
| Victoria Landings | 22HP0846 Exterior Painting | 36,920.00 |
| Vidal, Bettina | 19HP0211 ext ptg | 3,265.00 |
| Vied, Suzy | 19HP0292 Ext Ptg | 4,675.00 |
| Viewpoint of Margate Condo | 24HP0230 Exterior Painting | 231,085.00 |
| Villa De Capri | 19HP0916 - No contract - stained driveway | 38,082.00 |
| Villa De Capri | 20HP0558 Ext Ptg | 219,900.00 |
| Villa De Capri | 20HP0908 - 300 RF Cornerbead | 5,400.00 |
| Villa De Capri | 20HP0909 - 125 RF Cornerbead | 2,250.00 |
| Villa De Capri | 20HP0910 - 95 RF Cornerbead | 1,710.00 |
| Villa De Capri | 23HP0145 Yearly Inspections | 6,640.00 |
| Villa D'Este HOA | 19HP0598 ID Wall painting | 1,535.00 |
| Villa D'Este HOA | 22HP0184 Sidewalks&Streets PC | 1,650.00 |
| Villa D'Este HOA | 22HP1349 Pressure Clean Sidewalks | 1,650.00 |
| Villa D'Este HOA | 22HP1350 Pessure Clean Driveways | 2,730.00 |
| Villa D'Este POA @ Addison Reserve | 24HP0055 Mailboxes | 16,900.00 |
| Villa Lac-Beau of Ibis Isle Assn., Inc. | 20HP1279 - Comml Ptg | 9,414.00 |
| Villa Medici Condo | 22HP0187 Stucco Installation | 7,000.00 |
| Villa Medici Condo | 22HP0240 Balcony/Drywall Repairs | 6,595.00 |
| Villa Medici Condo | 22HP0865 Stucco Repairs | 5,250.00 |
| Villa Medici Condo | 22HP0921 Dry Wall Repairs | 4,350.00 |
| Villa Monteverde | 20HP0647 - Ptg ID wall | 2,250.00 |
| Villa Monteverde | 20HP1708 - 2020 October Cleaning | 4,605.00 |
| Villa Monteverde | 22HP0406 Pressure Cleaning Driveways | 1,760.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Villa Monteverde | 22HP1088 Paint Removal | 1,500.00 |
| Villa Monteverde | 23HP0219 Id Wall | 9,340.00 |
| Villa Monteverde | 24HP0705 Pressure Cleaning | 3,770.00 |
| Villa Rideau | 22HP0696 Exterior Painting | 13,795.00 |
| Villa San Remo | 19HP0556 Ptg light poles | 2,050.00 |
| Villa San Remo Condo II | 19HP0938 ext ptg | 57,778.00 |
| Villa San Remo Condo II | 20HP1382 - PC Cmmty | 1,940.00 |
| Villa San Remo Condo II | 20HP1901 - Remedial cleaning | 1,925.00 |
| Villa Seriene of Ibis Isle Assoc Inc. | 20HP0770 - Stucco Repair West Wall | 2,045.00 |
| Villa Seriene of Ibis Isle Assoc Inc. | 24HP0237 Stucco and Painting | 11,200.00 |
| Villa Sevein | 23HP0146 Repair & Touch Ups | 2,390.00 |
| Villa Victoria | 22HP1024 Wood Fences | 3,900.00 |
| Villa Victoria | 23HP0546 Exterior Painting | 22,930.00 |
| Villa Vizcaya | 19HP0971 ext ptg | 7,375.00 |
| Villa Vizcaya @ Addison Reserve | 20HP0543 - Ext Ptg | 1,575.00 |
| Villa Vizcaya @ Addison Reserve | 20HP1015 - Ptg bands/face stucco columns | 1,850.00 |
| Villa Vizcaya @ Addison Reserve | 24HP0028 Monument Sign | 1,050.00 |
| Village of Bridgewood Assn., Inc. | 19HP0456 Roof Touch up | 1,720.00 |
| Village of Bridgewood Assn., Inc. | 19HP1200 - 1500 - sidewalk recondition | 2,768.00 |
| Village of Bridgewood Assn., Inc. | 19HP1201- 1600 - sidewalk recondition | 2,840.00 |
| Village of Bridgewood Assn., Inc. | 19HP1202 - 1700 - sidewalk recondition | 2,768.00 |
| Village of Bridgewood Assn., Inc. | 19HP1203 - 1800 - sidewalk recondition | 3,713.00 |
| Village of Bridgewood Assn., Inc. | 19HP1204 - 1900 - sidewalk recondition | 2,453.00 |
| Village of Bridgewood Assn., Inc. | 20HP0223 - PC | 4,000.00 |
| Village of Bridgewood Assn., Inc. | 20HP0225 - PC | 4,000.00 |
| Village of Bridgewood Assn., Inc. | 20HP0226 - PC | 4,000.00 |
| Village of Bridgewood Assn., Inc. | 20HP0228 - PC | 4,000.00 |
| Village of Bridgewood Assn., Inc. | 20HP0229 - PC | 4,000.00 |
| Village of Bridgewood Assn., Inc. | 20HP1172 - Walkway repair bldg 15-19 | 3,220.00 |
| Village of Bridgewood Assn., Inc. | 20HP1573 - Lightning damage repair | 1,200.00 |
| Village of Bridgewood Assn., Inc. | 22HP0693 Exterior Painting | 153,580.00 |
| Village of Bridgewood Assn., Inc. | 22HP0698 Waterproofing | 1,875.00 |
| Village of Bridgewood Assn., Inc. | 22HP0703 Midrise 1 Flat roof Waterproof | 2,400.00 |
| Village of Bridgewood Assn., Inc. | 22HP0704 Midrise II Flatroof Waterproof | 1,600.00 |
| Village of Bridgewood Assn., Inc. | 22HP0809 Townhouse II Ext Paint | 83,544.00 |
| Village of Bridgewood Assn., Inc. | 22HP0927 Townhouse III Ext paint | 85,355.00 |
| Village of Bridgewood Assn., Inc. | 22HP0928 Rec Center | 8,235.00 |
| Village of Bridgewood Assn., Inc. | 22HP0978 Exterior Painting | 35,700.00 |
| Village of Bridgewood Assn., Inc. | 22HP0993 804-805-904-905 Decks | 1,500.00 |
| Village of Bridgewood Assn., Inc. | 22HP1078 1900 Tower Outer Wall | 1,281.00 |
| Village of Bridgewood Assn., Inc. | 22HP1223 Coping Painting | 3,440.00 |
| Village of Bridgewood Assn., Inc. | 23HP0034 TH 1-Splatter Deck | 1,500.00 |
| Village of Bridgewood Assn., Inc. | 23HP0035 TH III 2704, 2804 &2807 | 2,250.00 |
| Village of Bridgewood Assn., Inc. | 23HP0387 Roof Cleanin | 6,400.00 |
| Village of Peppertree Condominium I | 22HP0027 Exterior Painting | 71,536.00 |
| Village of Peppertree Condominium I | 22HP0134 Pressure Cleaning | 13,500.00 |
| Villagio HOA | 22HP0180 Beautification 2022 | 28,225.00 |
| Villagio HOA | 23HP0135 Exterior Painting 2023 | 23,130.00 |
| Villagio HOA | 24HP0107 | 18,340.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Villas at Lucerne Lakes | 19HP0492 Ptg fence | 2,184.00 |
| Villas at the Gate I Condo | 23HP0426 Exterior Painting | 76,535.00 |
| Villas Central | 24HP0204 Pressure Cleaning | 9,875.00 |
| Villas East of Pembroke Lakes | 19HP0106 - exterior painting | 147,850.00 |
| Villas of Sunset Lake | 22HP0886 AC Supports | 4,100.00 |
| Villas of Towngate South | 19HP1177 vapor blast and ptg | 2,200.00 |
| Villas West | 22HP0929 Exterior Painting | 189,000.00 |
| Vintage Estates HOA @ Broken Sound | 22HP1214 Pressure Cleaning | 1,850.00 |
| Vintage Estates HOA @ Broken Sound | 24HP0238 Roof Cleaning | 13,125.00 |
| Vintage Place at Broken Sound | 20HP0889 - Ext Ptg | 190,125.00 |
| Vintage Place at Broken Sound | 23HP1158 Mail Boxes | 7,495.00 |
| Vintage Place H.O.A., Inc. | 1644-18 Roof Cleaning | 2,300.00 |
| Vistabella at Renaissance Commons | 19HP0414 Ext Ptg garage door | 1,505.00 |
| Vizcaya Falls HOA | 22HP0773 Monument Signs | 5,700.00 |
| Vizcaya Squares Shopping Center | 19HP1371 Ptg upper bands | 10,000.00 |
| Voelker, Lori | 23HP0164 Exterior Painting | 1,875.00 |
| Vogel, Janice | 1673-18 Exterior painting | 2,970.00 |
| Volts, Jane | 20HP0788 - Ext Ptg | 3,470.00 |
| Vordermeier Management Company | 19HP0063 American Red Cross | 12,018.00 |
| Wachman, James | 20HP1863 - Ext. Ptg. | 2,385.00 |
| Wachtel, Harry | 1735-18 Ext. Ptg. | 2,050.00 |
| Wagner, Jennifer | 23HP0402 Exterior Painting | 10,394.50 |
| Walden HOA @ Madison Green | 19HP0259 Ext Ptg Gates | 1,785.00 |
| Waldman, Sandra | 22HP0601 Exterior Painting | 3,285.00 |
| Walker Awning | 22HP0864 Awning Supports | 10,450.00 |
| Walker, Vicki | 22HP0375 Interior Painting | 6,825.00 |
| Wallace, Dale | 21HP2040 Exterior Painting | 6,480.00 |
| Waller, David | 20HP0324 - PC & Misc Repair | 3,375.00 |
| Walnut Creek | 20HP1725 - Cmml ptg | 12,125.00 |
| Wangeman, Conrad | 23HP0178 Exterior Painting | 3,785.00 |
| Wangler, Jeff | 19HP0110 interior painting | 3,385.00 |
| Warriner, Calvin | 22HP0625 Exterior painting | 3,890.00 |
| Warshofsky, Alex | 23HP0376 Exterior Painting | 3,570.00 |
| Washington Tower | 22HP0098 Exterior Painting | 2,400.00 |
| Washor, Nancy | 20HP0618 - Ext Ptg | 3,900.00 |
| Wasserman, Ray | 23HP0760 Concrete Stain | 1,300.00 |
| Water Oak Estates @ Broken Sound | 19HP0635 ptg ID signs | 3,100.00 |
| Water Oak Estates @ Broken Sound | 22HP0577 ID Signs | 3,885.00 |
| Waterford at the Cascades HOA | 23HP0301 2023 Beautification | 38,445.00 |
| Waterford at the Polo Club | 19HP0372 Chem PC Roof | 13,395.00 |
| Waterford at the Polo Club | 21HP1120-Pool Fountain at Entrance | 5,500.00 |
| Waterford Courtyards at Crystal Lake HOA | 20HP1245 - PC | 12,475.00 |
| Waterford Courtyards at Crystal Lake HOA | 24HP0072 Pressure Cleaning | 30,728.00 |
| Waterford Landing | 22HP0386 Misc Painting | 5,905.00 |
| Waterhouse Industrial Inc. | 20HP1234 - Window/Stairwell repair/ptg | 7,260.00 |
| Waterhouse Real Estate Investments | 24HP0008 Waterproofing | 1,350.00 |
| Waterhouse Real Estate Investments | 24HP0707 Chimney Painting | 3,440.00 |
| Water's Edge Condo | 23HP0170 Shutter Removal | 1,250.00 |
| Water's Edge Condo | 24HP0061 Crack Repairs | 16,885.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Waterside @ Boca Trail | 19HP0821 PC | 1,345.00 |
| Waterside @ Boca Trail | 19HP1293 Remedial cleaning | 2,710.00 |
| Waterside Tower Exterior Painting | 22HP0740 Exterior Painting | 67,885.00 |
| Waterway North | 20HP0872 - PC roof | 1,890.00 |
| Weber, Ashley | 23HP0595 Exterior Painting | 7,400.00 |
| Weber, Corinne | 23HP0816 Pressure Cleaning | 1,150.00 |
| Wedgewood @ Polo Club HOA | 22HP0219 Corner Bead&Stucco Repair | 18,385.00 |
| Wedgewood @ Polo Club HOA | 22HP0639 Pressure Cleaning | 1,285.00 |
| Wedgewood @ Polo Club HOA | 22HP0748 Sidewalks | 1,285.00 |
| Wedgewood @ Polo Club HOA | 22HP0749 Pavers | 3,410.00 |
| Wedgewood HOA | 24HP0317 Light Pole Painting | 2,500.00 |
| Wedgewood HOA | 24HP0661 Pressure Cleaning | 1,295.00 |
| Wedwood of the Polo Club, HOA, Inc. | 20HP0272 - PC | 1,285.00 |
| Weil, Scott | 23HP0886 Exterior Painting | 5,405.00 |
| Weiller | 20HP0550 - Ext. ptg. | 3,195.00 |
| Weiman, Janet | 19HP1348 Ext Ptg | 1,885.00 |
| Weinbaum, Martin | 23HP0112 Exterior Painting | 3,230.00 |
| Weinger, Mark | 24HP0958 Misc Painting | 1,250.00 |
| Weiss, Bruce and Rose | 19HP0262 Ext Ptg | 2,660.00 |
| Weiss, Jeffery | 20HP1357 - Coral Stone PC | 1,155.00 |
| Wellington Green | 19HP0156 - Painting store front ledges | 4,885.00 |
| Wellpath S FL St Hospital | 23HP0017 Misc Painting | 6,875.00 |
| Wells Fargo Bank | 23HP0614 Expansion Joints | 20,910.00 |
| Wells Fargo Bank | 24HP0685 Exterior Painting | 91,480.00 |
| Welsch, Mary Ellen / Marcela Diaz | 19HP0068 interior paint | 1,450.00 |
| Werboff, Ellen | 20HP0598 - Ext Ptg | 2,685.00 |
| Werboff, Ellen* | 23HP0558 Exterior Painting | 3,885.00 |
| West Boca Square | 1684-18 Expansion Joint | 38,874.00 |
| West Boca Square | 19HP0174 Stucco repairs | 13,860.00 |
| West Boca Square | 19HP0224 Ext Pt | 4,710.00 |
| Westchester Community Master Assn., Inc. | 22HP0524 ID Walls | 3,750.00 |
| Westchester Country Club HOA Inc | 19HP0791 Ptg light poles | 3,700.00 |
| Westchester Master Assn. | 22HP0300 Pressure Cleaning | 1,296.00 |
| Westlake HOA | 22HP0912 Garage Doors | 5,130.00 |
| Weston Hills Community | 22HP0014 Roof Painting | 8,330.00 |
| Weston Hills Country Club | 22HP1461 Id Signs | 4,500.00 |
| Weston Professional Cntr | 24HP0330 Exterior Painting | 56,780.00 |
| Westpoint Business Center | 20HP1343 - Comml Ptg | 30,885.00 |
| Westpoint Business Center | 22HP0991 Exterior Painting | 3,785.00 |
| Westview Condo 2 | 19HP0523 ext ptg | 58,000.00 |
| Wexler, Marc | 24HP0553 Exterior ptg | 4,285.00 |
| Whispering Waters Condo | 20HP2107 - Power Wash & Crack Repair | 10,337.00 |
| White Columns Condo | 21HP1111-Exterior Painting | 9,885.00 |
| White Sands Beach Homes | 22HP0129 Exterior Painting | 45,010.00 |
| White Sands Beach Homes | 24HP0556 ptg wall @342 Elm | 1,985.00 |
| White, Gail. | 23HP0639 Exterior Painting | 1,885.00 |
| White, Owen | 20HP1811 - Repair crack | 3,685.00 |
| White, Rex | 19HP0908 sidewalk repair | 2,485.00 |
| Whitehurst, Kathy | 19HP0075 - Exterior painting | 3,070.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Whittle, Cindy | 20HP0428 - PC & Ptg | 2,485.00 |
| Whyte, Owen | 22HP0317 Fence Painting | 3,300.00 |
| Whyte, Owen | 22HP0568 Exterior Painting | 3,200.00 |
| Wienick, Randi & Lyle | 22HP0999 Misc Painting | 1,285.00 |
| Wigder, Marc | 22HP0673 Exterior Painting | 9,885.00 |
| Wiglesworth, Megan | 22HP0144 Exterior Touch Ups | 1,285.00 |
| Wilbur, Mike & Julie | 19HP0240 - Exterior Painting | 2,185.00 |
| Wilentz, Abby | 22HP0486 Misc Painting | 7,225.00 |
| Wilentz, Abby | 22HP0518 Misc Painting | 3,235.00 |
| Wiles Road Center Condo II | 23HP0150 Exterior Painting | 22,185.00 |
| Wilkins, Marsha | 20HP0579 - Ext Ptg | 7,795.00 |
| Willett, Fred and Cheryl | 23HP0091 Exterior Painting | 3,885.00 |
| Willi, Nicole | 23HP0097 Exterior Painting | 1,385.00 |
| Williams, Michael* | 24HP0324 Exterior Painting | 2,756.50 |
| Willoughby Farms | 20HP0234 - Ext Ptg | 2,200.00 |
| Willow Greens at Broken Sound | 22HP0917 Exterior Painting | 141,535.00 |
| Willow Greens at Broken Sound | 23HP0252 Fence Painting | 5,200.00 |
| Willow Grove Offices | 19HP1545 Unit 204 window seal | 1,250.00 |
| Willow Woods Townhouse Assoc | 22HP0484 Exterior Painting | 59,450.00 |
| Wilshire at Grand Palms | 23HP0679 Sidewalk Repairs | 25,365.00 |
| Wilshire at Grand Palms | 23HP0903 Contract Pending | 59,717.00 |
| Wilshire H.O.A. | 19HP1034 ext ptg - jan 2020 | 222,750.00 |
| Wilson, Chuck | 22HP0610 Exterior Painting | 1,990.40 |
| Wilson, Drew | 22HP0883 Exterior Painting | 4,035.00 |
| Wilson, Jill | 23HP0201 Exterior Painting | 2,885.00 |
| Wiltshire House Condo | 19HP0665 ext ptg | 6,000.00 |
| Wind Key at Boca West | 22HP0153 Roof Cleaning | 6,785.00 |
| Wind Key HOA @ Boca West Country Club | 19HP0375 Ext Ptg | 48,520.00 |
| Windmill Reserve | 20HP0959 - 3204 Islewood Ave Weston | 1,200.00 |
| Windmill Reserve | 23HP0057 Exterior Painting | 18,770.00 |
| Windrift at Jonathan's Landing | 24HP0433 Mailboxes & Light Poles | 6,750.00 |
| Windsor Parke at Polo Club | 19HP0847 ext ptg | 81,075.00 |
| Windsor Parke at Polo Club | 19HP1096 - PC | 3,750.00 |
| Windsor Parke at Polo Club | 20HP0199 - PC & Ptg | 2,575.00 |
| Windsor Parke at Polo Club | 20HP1444 - PC sidewalks | 3,750.00 |
| Windsor Parke at Polo Club | 22HP0026 Pressure Cleaning | 1,885.00 |
| Winsor, Christopher | 22HP0405 La Vida Exterior Painting | 3,980.00 |
| Wisocki, Sonia | 24HP0918 Door Painting | 1,685.00 |
| WLAB Ltd Partnership | 23HP0686 Exterior Painting Touch Ups | 4,655.00 |
| WLCS #700 | 23HP0701 Exterior Paint Touch Ups | 3,145.00 |
| Wluka, Michael | 23HP1215 Interior Painting | 36,685.00 |
| Wluka, Michael | 24HP0275 Interior Painting | 14,950.00 |
| Wolfe, Debra | 22HP0205 Exterior Painting | 4,825.00 |
| Wolff, Jon | 24HP0769 Exterior Painting | 25,850.00 |
| Wolfthal, Jaime | 22HP0574 SignUP La Vida HOA Ext Paint | 3,370.00 |
| Wolnek, Dave | 22HP0540 Interior Painting | 8,485.00 |
| Wolnek, Dave | 23HP0333 Interior Painting | 2,385.00 |
| Wood, Anthony | 19HP0206 int Ptg | 3,185.00 |
| Woodbridge Plaza | 20HP0019 - Commercial Painting | 37,310.00 |

**Roof Painting by Hartzell**

**Completed Projects list for the period 1/1/2019 through 12/5/2019**

| Customer | Job Number | Act. Revenue |
|---|---|---|
| Woodcrest HOA | 21HP2007 - Pressure Cleaning | 7,955.00 |
| Woodmont Greens | 24HP0589 Exterior Painting | 3,750.00 |
| Woodstream H.O.A., Inc. | 22HP0636 Exterior painting | 68,836.00 |
| Wormser, David | 23HP0225 Exterior Painting | 5,500.00 |
| Wright, Bud | 24HP0564 Exterior Painting | 1,385.00 |
| Wuttke, Juergen | 24HP0342 Exterior Painting | 1,785.00 |
| Yacht Club Residences | 21HP1448-Commercial Painting Project | 3,821.80 |
| Yahya, Kathie | 19HP1494 ext ptg | 5,162.00 |
| Yardley Condo A | 22HP0707 Waterproofing | 1,225.95 |
| Yardley Condo A | 22HP0708 Exterior Painting | 38,880.00 |
| Yardley Condo D | 22HP0660 Exterior Painting | 42,480.00 |
| Yazejian, Matt | 22HP1120 Wood Fence | 1,645.00 |
| Yeager, Jim | 20HP0822 - Ext Ptg | 1,600.75 |
| YMCA of South Florida | 24HP0130 Exterior Painting | 10,685.00 |
| Young, Barbara | 20HP1383- Window Sealant removal | 3,100.00 |
| Zadoff, Mike. | 20HP1678 - Ext Ptg | 5,885.00 |
| Zakroff, Richard. | 20HP1538 - Ext Ptg | 3,285.00 |
| Zarella, Tom | 23HP0171 Roof Coating | 2,475.00 |
| Zerpa, Denis | 19HP0647 Window caulking | 1,905.00 |
| Ziegler, Steven | 24HP0398 Exterior Painting | 9,970.00 |
| Zieper, Judith | 23HP1173 Exterior Painting | 8,830.50 |
| Zion Lutheran | 20HP1536 - Caulk removal | 3,140.00 |
| Ziperstein, Jerry & Fran | 19HP0451 Ext Ptg | 3,880.00 |
| Zitta Investments | 22HP0035 Exterior Painting | 2,900.00 |
| Zucker, Allan & Jill | 22HP0481 Exterior Painting | 1,228.00 |
| Zwettler, Lolita | 24HP0404 Exterior Painting | 1,785.00 |
| Zylberberg, Javier | 24HP0645 Interior Painting | 13,385.00 |

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Hartzell **Date:** 12/5/24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains. There is no Impact Safety Form.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: Mike Goodwin

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

CE FORM 4A – REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved:

   N/A

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

954-673-8119

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/16/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# CORPORATE RESOLUTION

I hereby certify that I, Toni Holman, am the undersigned Secretary of Roof Painting By Hartzell, Inc. (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 3195 N. Powerline Rd. Ste. 101 Pompano Beach, FL 33069. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 9th day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Robert "Mike" Goodwin (name), Project Director (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. -24: Windows & Door Replacement- Fire Station # 6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Roof Painting by Hartzell corporation, do certify that Toni Holman (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | TITLE | SIGNATURE |
|---|---|---|
| Edward Holman | President | |
| Toni Holman | Secretary | |
| | | |

This 9th day of December, 2024.

# State of Florida

## Department of State

I certify from the records of this office that HARTZELL PAINTING is a Fictitious Name registered with the Department of State on March 18, 2024.

The Registration Number of this Fictitious Name is G24000038728.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

***Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Nineteenth day of March, 2024***

**Secretary of State**

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

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Fictitious Name Search
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# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

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No Filing History
Fictitious Name Search
Submit

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

O: 954-957-9761 F: 954-957-9766
**Roof Painting by Hartzell, Inc.**
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

# Roof Painting by Hartzell Inc.

| | |
|---|---|
| Type of Firm | Florida C-Corp (5/11/1966) |
| FEIN | 59-1144111 |
| Officers | Edward Holman, President |
| Categories of Work | General painting commercial and residential, pressure cleaning and weather proofing needs, concrete sealing and staining, decorative concrete finishes, specialty coatings, wood sealing and staining |
| Geographic are of work | Florida |
| Insurance | GL/Auto/Inland/Marine<br>United Specialty Insurance Company<br>$7,000,000<br><br>Workman's Compensation<br>United Specialty Insurance Company<br>$1,000,000 |
| Bonding | Alter Surety, Warren Alter |
| Banking | PNC Financial Services - Teresa Salemi 954-745-1409<br>PNC Treasury Management – Joseph Howell 954-745-1418 |
| Credit References | Sherwin Williams Company - Veronica Moran 954-495-7126<br><br>High Reach 2 – Terry Bertoglio 321-275-2100<br><br>Sunbelt Rentals – Maureen Wood 407-816-1591 |

Mike Goodwin
Project Director

# State of Florida
## Department of State

I certify from the records of this office that ROOF PAINTING BY HARTZELL, INC. is a corporation organized under the laws of the State of Florida, filed on May 11, 1966.

The document number of this corporation is 305048.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of October, 2019***

***Secretary of State***

**Tracking Number: 5274766488CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5800

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC **Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN
**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH
**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011
**State/County/Cert/Reg:**
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |

Receipt Fee 33.00
Packing/Processing/Canning Employees 0.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

EDWARD HOLMAN
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL
33069-1052

**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

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| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

| | For Vending Business Only | | | | | |
|---|---|---|---|---|---|---|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |


**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

820

# CITY OF PLANTATION

Plantation
the grass is greener®

## INVITATION TO BID

## ITB NO. 077-24

**"Windows and Doors Replacement – Fire Station # 6"**

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 10, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 24, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Arturo @ OHDSC.com

# GENERAL TERMS AND PROVISIONS

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

12/9/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 9 day of DECEMBER, 2024, by MIKE GOODWIN, as PROJECT DIRECTOR for HARTZELL PAINTING, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

Print Name: KYLE HOLDER

State of Florida at Large (Seal)

My commission expires: 07/16/2028

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Roof Painting By Hartzell

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 289,550.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 406,667.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* 140 days | The work shall be completed within **210** calendar days. |

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# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: Roof Painting By Hartzell, Inc.
Legal Status: Corporation
Address: 3195 N. Powerline Road, Suite 101
Pompano Beach, FL 33069

SURETY:
Name: Developers Surety and Indemnity Company
Legal Status: Corporation
Principal place of Business: 800 Superior Avenue E., 21st Floor, Cleveland, OH 44144

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five (5%) Percent of Amount Bid

PROJECT:
Windows and Doors Replacement – Fire Station # 6, ITB NO. 077-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 4, 2024.

Roof Painting By Hartzell, Inc.
(Name of CONTRACTOR)

By:
(As Attorney in Fact) Warren Alter, Attorney-in-Fact

Developers Surety and Indemnity Company
(Name of Surety)

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: Barry W. Moses
6B6416E7ADE548C...
Barry W. Moses, Assistant Secretary

POA No. N/A



Signed and sealed this 4th day of December 2024.

# GUARANTEE OF BID PROPOSAL

Name of Company: Roof Painting By Hartzell

Street Address: 3195 N. Powerline Rd

Pompano Beach FL 33069
City State Zip

Mailing Address: Same

Phone No.: 954-658-0515 Fax#: 954-957-9766

Email Address: mgoodwin@myhartzell.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1517138

State of Florida Corporation ID # (From Secretary of State): G24000038728

Federal Employer Identification Number (FEIN): 59-1144111

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

12/5/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Mike Goodwin, on this 5, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 1-7.

Addenda Numbers Received:

| | |
|---|---|
| #1 | 10/7/24 |
| #2 | 10/21/24 |
| #3 | 10/24/24 |
| #4 | 10/28/24 |
| #5 | 10/30/24 |
| #6 | 11/19/24 |
| #7 | 11/19/24 |

AUTHORIZED SIGNATURE:

PRINTED NAME OF ABOVE: Mike Goodwin

TITLE OF ABOVE: Project Director

COMPANY NAME: Roof Painting By Hartzell.Com

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9 day of December, 2024, before me, the undersigned authority, personally appeared Mike Goodwin, to me known to be the individual described in and who executed the foregoing instrument as Project Director of Hartzell, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

KYLE HOLDER (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

N/A

On this_____ day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____ or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hantzell - Mike Goodwin

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2** - Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2** –

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4** - Please provide the glass color for the windows

**Response No. 4** – All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5** – The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Mike Goodwin - Hartzell

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – **No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15**- Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16**- Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Mark A. Lin - Hantzell

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hantzell - Mulch & Le

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

**This is the Final Site Visit to Take Measurements at Fire Station #6:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hantzell - [signature]

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
- **Nine (9) Windows**
- **Six (6) Roll up Doors**
- **Six (6) Doors**
- **Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2** - Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4** - Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hantzell

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 –** Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Hartzell

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Roof Painting By Hartzell

NAME: Mike Goodwin

ADDRESS: 3195 N. Powerline Rd

TELEPHONE NO.: 954-658-0515

FAX NO.: 954-957-9766

EMAIL ADDRESS: mgoodwin@myhartzell.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Roof Painting By Hartzell Inc

   The address of the principal place of business is: 3195 N. Powerline Rd, Pompano Beach FL 330

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 5/11/1966
   b. State of Incorporation: Florida
   c. President's Name: Edward Holman
   d. Vice President's Name: _____
   e. Secretary's Name: Toni Holman
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: n/a

   b. Name, address and ownership units of all partners: _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   n/a

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Haetzell Painting

6. How many years has your organization been in business under its present business name: 76

   a. Under what other former names has your organization operated?

   none

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1517138 - FEIN - 591144111

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   NO

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    NO

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    SEE Attached List

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

SEE Attached List

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

none

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

no

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Overhead Door Company

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

All Necessary Equipment, Lifts, Ladders, all Hand Tools

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

none

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

Mike Goodwin
(Printed Name of Above Signer)

Project Director
(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** |
|---|

1. PROJECT: ST Thomas University DATE: 2022

LOCATION: 16401 NW 37th AVE
Miami Gardens FL
Maintenance Dept.

OWNER REPRSENTATIVE: Name: Chris Tarrant
Title: Facilities Supervisor
Email: cTarrant@stu.edu

2. PROJECT: City of Sunrise DATE: 2017

LOCATION: Roark Hall
777 Sawgrass Corp. Parkway
Sunrise FL 3325 -

OWNER REPRSENTATIVE: Name: Meegan Kaufman
Title: Capital Projects Supr.
Email: mkaufman@sunriseFL.gov

3. PROJECT: City of Sunrise DATE: 2022

LOCATION: City Hall

OWNER REPRSENTATIVE: Name: Marinelly Frias
Title: Project manager
Email: MFrias@SunriseFL.gov

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

**WITNESS** **CONTRACTOR**

**DATE** **CITY OF PLANTATION**

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB #077-24.

2. This sworn statement is submitted by Hartzell (entity submitting sworn statement), whose business address is 3195 N. Powerline Rd and its Federal Employer Identification Number (FEIN) is 59-1144111. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Mike Goodwin (please print name of individual signing), and my relationship to the entity named above is Project Director.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/9/24
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ Day of December, 2024, by Mike Goodwin, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: KYLE HOLDER
Notary Public, State at large
My Commission Expires: 07/16/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | N/A |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| N/A | | | N/A |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| N/A | | | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

CE FORM 4A – REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved:

   N/A

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

954-673-8119

**SIGNATURE**

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/16/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By:

Name: Mike Goodwin

Title: Project Director

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th of Dec. (*date*) by Mike Goodwin who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Mike Goodwin
Printed Name

Mike Goodwin
Bidder Name

12/5/24
Date

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Roof Painting By Hartzell
Company's Name

Authorized Representative Signature

Mike Goodwin
Print Name and Title

12/5/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Hartzell **Date:** 12/5/24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Mike Goodwin

# CORPORATE RESOLUTION

I hereby certify that I, Toni Holman, am the undersigned Secretary of Roof Painting By Hartzell, Inc. (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 3195 N. Powerline Rd. Ste. 101 Pompano Beach, FL 33069. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 9th day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Robert "Mike" Goodwin (name), Project Director (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. -24: Windows & Door Replacement- Fire Station # 6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 20 24

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Roof Painting by Hartzell corporation, do certify that Toni Holman (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Edward Holman | | President | | |
| Toni Holman | | Secretary | | |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Hartzell

By (sign): _____

Print Name: Mike Goodwin

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF Florida

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/5/24 (*date*) by Mike Goodwin (*name of officer or agent, title of officer or agent*), of Hantzel (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 07/16/2028

NOTARY PUBLIC

KYLE HOLDER
Notary Public
State of Florida
Comm# HH572256
Expires 7/16/2028

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Hartzell / Mike Goodwin, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Roof Painting by Hartzell

By: _____
Signature

Mike Goodwin / Project Dir.
Name and Title

3145 N. Powerline Rd STE 101
Street Address

Pompano Beach FL 33069
City, State, Zip

12/9/24
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

*Quality* *Service* *Integrity*

HARTZELL

# Roof Painting by Hartzell, Inc.

**Roof painting By Hartzell**
**3195 N. powerline Rd.**
**Pompano Beach Florida 33069**

**Re: Key Employee List-**

| | | | |
|---|---|---|---|
| **Edward Holman** | **President** | **42 yrs.** | **954-957-9761** |
| **Mike Goodwin** | **Project Director** | **11 yrs.** | **954-658-0515** |
| mgoodwin@myhartzell.com | | | |
| **Chuck Swift** | **Project Manager** | **10 yrs.** | **954-448-4469** |
| **chuck@myhartzell.com** | | | |
| **Brad Wagner** | **Project manager** | **13 Yrs.** | **954-290-3353** |
| **bradw@myhartzell.com** | | | |
| **Nino Ferreira** | **Project Supervisor** | **18 yrs.** | **561-305-8145** |
| **Nino@myhartzell.com** | | | |
| **Marcio Ferreira** | **Project Foreman** | **15 yrs.** | **954-607-8382** |
| **Brandon Rodammer** | **Window and Door Sup.** | **18yrs.** | **954-914-2679** |
| **Luis Carbona** | **Window and Door Sup.** | **11 Yrs.** | **954-355-2166** |

**Staff Field Workers** **16**

**Contract Employees** **120**

**Hartzell Painting**
**Mike Goodwin**
**954-658-0515**
**mgoodwin@myhartzell.com**

ROOFP-2

OP ID: TQ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>954-340-9551<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B: FCCI INSURANCE CO. — 33472<br>INSURER C: INSURANCE CO OF THE WEST — 27847<br>INSURER D: IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E: —<br>INSURER F: — |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X BLANKET ADDL INSD<br>X BLANKET WAIVER<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 00132197-2<br>PRIMARY & NONCONTRIBUT | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>AGGREGATE<br>SEE NOTES | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WFL503648407<br>BLANKET WAIVER INCLUDED | 04/15/2024 | 04/15/2025 | X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

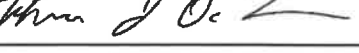

ACORD 25 (2016/03)

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# State of Florida
## Department of State

I certify from the records of this office that ROOF PAINTING BY HARTZELL, INC. is a corporation organized under the laws of the State of Florida, filed on May 11, 1966.

The document number of this corporation is 305048.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of October, 2019***

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

**Tracking Number: 5274766488CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5867

SOUTH FLORIDA
WINDOWS & DOORS
A DIVISION OF HARTZELL

Thanks for choosing South Florida Windows and Doors. Here are 3 references from past jobs.

**Brian Hyman**
Pelican Cove Community in Ocean Ridge
561.385.9036
brian@pelicancovepoa.com

**Deborah Balka**
Cascade Lakes Property Manager in Boynton Beach
561.737.9986
Deborah.balka@fsaresidential.com

**Ron Sereno**
Board President for the Gallion
973.296.7610
Ronser300@gmail.com

**Tim Bogdanchik**
Assistant Residential Division Director | New Construction & Residential Divisions
Direct 954.957.9762
3195 North Powerline Road, Ste 112,
Pompano Beach, FL 33069
WWW.MYFLWINDOWS.COM

**Roof Painting by Hartzell Inc**
**Recent Lawsuits**

**Roof Painting by Hartzell Inc Plaintiff vs. Big Span Structures LLC Defendant**

**Filing Date:** 06/23/2023

Contract and Indebtedness Damages more than $30,000 up to $50,000

**Description:** Big Span Structures LLC contracted by City of Pompano Beach "design, engineer, fabricate and install the approximate 35,000 sq. ft. of PVC membrane roof, the supporting steel structure, cables, clamping and hardware" for the Pompano Beach Amphitheater. Big Span Structures, LLC subcontracted with Roof Painting by Hartzell Inc to pressure clean or chemically wipe all metal surfaces grind rusted metal to clean surface prime and paint the Metal Superstructure. Roof Painting by Hartzell Inc completed the work and Big Span Structures LLC failed to pay under the terms of the subcontractor agreement.

**Ama 2, Corp Plaintiff vs. Roof Painting by Hartzell, Inc, et al Defendant**

**Filing Date:** 06/01/2023

Contract and Indebtedness Damages more than $50,000

**Description:** Roof Painting by Hartzell, Inc. engaged Ama 2, Corp as a subcontractor. During the course of Roof Painting by Hartzell, Inc.'s dealing with Ama 2, Corp., Ama 2, Corp was unable to provide "As Built Drawings" to substantiate work performed. Under the Subcontractor agreement in place Roof Painting by Hartzell, Inc. withheld payment on any unsubstantiate work. Ama 2, Corp. filed a breach of contract suite.

**Roof Painting by Hartzell Inc Plaintiff vs. A 2 Z Contracting Incorporated Defendant**

**Filing Date:** 02/01/2021

Contract and Indebtedness Damages more than $8,000 up to $15,000

**Description:** A 2 Z Contracting retained Roof Painting by Hartzell Inc. as a subcontractor to paint at least 4 homes. The Subcontract was not fully performed as A 2 Z Contracting failed to Roof Painting by Hartzell Inc. as work was being performed. Roof Painting by Hartzell Inc. brought suite for breach of contract. The case was decided in Roof Painting by Hartzell Inc.'s favor.

HARTZELL

3195 N. Powerline Road Suite 101
Pompano Beach, Fl 33069

PAINTING • CONSTRUCTION • WINDOWS & DOORS
www.MYHARTZELL.com

City of Plantation
ITB-077-24
Window & Door Replacement
Fire Station #6
Bid Bond
Due 12/10/24
11am

KIa
12/9/24
11:43 AM

5870

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC

**Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN

**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH

**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011

**State/County/Cert/Reg:**

**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

For Vending Business Only — Number of Machines: — Vending Type:

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |

Receipt Fee 33.00

Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

EDWARD HOLMAN
3195 N POWERLINE RD STE 101
POMPANO BEACH, FL
33069-1052

**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Receipt #:** 325-243603

**Business Name:** ROOFING PAINTING BY HARTZELL, INC

**Business Type:** CLEANING/JANITORIAL (PRESSURE CLEANING)

**Owner Name:** EDWARD HOLMAN

**Business Location:** 3195 N POWERLINE RD STE 101 POMPANO BEACH

**Business Phone:** 954-951-9761

**Business Opened:** 09/09/2011

**State/County/Cert/Reg:**

**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

For Vending Business Only — Number of Machines: — Vending Type:

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 33.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 33.00 |


**Receipt #WWW-23-00270233**
**Paid 07/12/2024 33.00**

**Department of the Treasury**
**Internal Revenue Service**
**Cincinnati, OH 45999**

In reply refer to: 0233626586
Apr 29, 2015 LTR 147C
59-1144111

ROOF PAINTING BY HART ZELL INC
2301 NW 33RD CT STE 112
POMPANO BEACH FL 33069-1000 378

Taxpayer Identification Number: 59-1144111

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 29th, 2015.

Your Employer Identification Number (EIN) is 59-1144111. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call Our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Dickens
1002986193
Customer Service Representative

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1517138**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

5873

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Roof Painting By Hartzell dba Hartzell Painting

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3195 N Powerline Road, Ste 101

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 1 | 4 | 4 | 1 | 1 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** | **Date** 8/1/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

O: 954-957-9761 F: 954-957-9766
**Roof Painting by Hartzell, Inc.**
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

# Roof Painting by Hartzell Inc.

| | |
|---|---|
| Type of Firm | Florida C-Corp (5/11/1966) |
| FEIN | 59-1144111 |
| Officers | Edward Holman, President |
| Categories of Work | General painting commercial and residential, pressure cleaning and weather proofing needs, concrete sealing and staining, decorative concrete finishes, specialty coatings, wood sealing and staining |
| Geographic are of work | Florida |
| Insurance | GL/Auto/Inland/Marine<br>United Specialty Insurance Company<br>$7,000,000<br><br>Workman's Compensation<br>United Specialty Insurance Company<br>$1,000,000 |
| Bonding | Alter Surety, Warren Alter |
| Banking | PNC Financial Services - Teresa Salemi 954-745-1409<br>PNC Treasury Management – Joseph Howell 954-745-1418 |
| Credit References | Sherwin Williams Company - Veronica Moran 954-495-7126<br><br>High Reach 2 – Terry Bertoglio 321-275-2100<br><br>Sunbelt Rentals – Maureen Wood 407-816-1591 |

Mike Goodwin
Project Director

ROOFP-2

OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>954-340-9551<br>INNOVATIVE INSURANCE CONSULTANTS, INC.<br>5461 UNIVERSITY DRIVE, #103<br>CORAL SPRINGS, FL 33067<br>THOMAS J. DEFRANCO | CONTACT NAME: THOMAS J. DEFRANCO<br>PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456<br>E-MAIL ADDRESS: TOM@INNOVATIVE-INSURANCE.COM |
| INSURED<br>ROOF PAINTING BY HARTZELL, INC.<br>DBA HARTZELL PAINTING<br>3195 N POWERLINE RD. #101<br>POMPANO BEACH, FL 33069 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : JAMES RIVER INSURANCE CO - RUM — 12203<br>INSURER B : FCCI INSURANCE CO. — 33472<br>INSURER C : INSURANCE CO OF THE WEST — 27847<br>INSURER D : IRONSHORE SPECIALTY INS CO. — 25445<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X BLANKET ADDL INSD<br>X BLANKET WAIVER<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 00132197-2<br>PRIMARY & NONCONTRIBUT | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | CA100002789-09 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | 00132200-2 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE<br>AGGREGATE<br>SEE NOTES | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WFL503648407<br>BLANKET WAIVER INCLUDED | 04/15/2024 | 04/15/2025 | X PER STATUTE X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | PROPERTY | | | CP100047048-06 | 06/30/2024 | 06/30/2025 | AGGREGATE | 2,000,000 |
| D | POLLUTION LIAAB | | | ICELLUW00158907 ($5K DED) | 06/30/2024 | 06/30/2025 | OCCURRENC | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

ROOFP-1

ROOF PAINTING BY HARTZELL, INC
DBA HARTZELL PAINTING
3195 N POWERLINE RD. #101
POMPANO BEACH, FL 33069

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

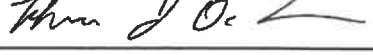

ACORD 25 (2016/03)

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# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000038728

**Fictitious Name to be Registered:** HARTZELL PAINTING

**Mailing Address of Business:** 3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

**Florida County of Principal Place of Business:** BROWARD

**FEI Number:** 59-1114411

**FILED**
**Mar 18, 2024**
**Secretary of State**

**Owner(s) of Fictitious Name:**

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069 UN
Florida Document Number: 305048
FEI Number: 59-1144111

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

EDWARD F. HOLMAN, JR. 03/18/2024

Electronic Signature(s) Date

**Certificate of Status Requested (X)** **Certified Copy Requested ( )**

# Fictitious Name Detail

## Fictitious Name

HARTZELL PAINTING

## Filing Information

| | |
|---|---|
| **Registration Number** | G24000038728 |
| **Status** | ACTIVE |
| **Filed Date** | 03/18/2024 |
| **Expiration Date** | 12/31/2029 |
| **Current Owners** | 1 |
| **County** | BROWARD |
| **Total Pages** | 1 |
| **Events Filed** | NONE |
| **FEI/EIN Number** | 59-1114411 |

## Mailing Address

3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

## Owner Information

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069
**FEI/EIN Number:** 59-1144111
**Document Number:** 305048

## Document Images

03/18/2024 – Fictitious Name Filing View image in PDF format

# State of Florida

## Department of State

I certify from the records of this office that HARTZELL PAINTING is a Fictitious Name registered with the Department of State on March 18, 2024.

The Registration Number of this Fictitious Name is G24000038728.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

***Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Nineteenth day of March, 2024***

**Secretary of State**

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G24000038728

**Fictitious Name to be Registered:** HARTZELL PAINTING

**Mailing Address of Business:** 3195 N POWERLINE RD
STE 101
POMPANO BEACH, FL 33069

**Florida County of Principal Place of Business:** BROWARD

**FEI Number:** 59-1114411

**FILED**
**Mar 18, 2024**
**Secretary of State**

**Owner(s) of Fictitious Name:**

ROOF PAINTING BY HARTZELL, INC.
3195 N POWERLINE RD
POMPANO BEACH, FL 33069 UN
Florida Document Number: 305048
FEI Number: 59-1144111

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

EDWARD F. HOLMAN, JR. 03/18/2024
Electronic Signature(s) Date

**Certificate of Status Requested (X)** **Certified Copy Requested ( )**

SOUTH FLORIDA
WINDOWS & DOORS
A DIVISION OF HARTZELL

**Last Modified Date:** 12/05/2024 13:19:49

**PO#:**Goodwin Fire Station #6

**Job Name:**Goodwin Fire Station #6

**Job Address:**

Quote # 8195650

**Ship Date:**

## CUSTOMER SALES QUOTE

**Sales Person:**Brandon Rodammer

**ShipTo:** SOUTH FLORIDA WINDOWS & DOORS

Account#: A00573

3195 NORTH POWERLINE ROAD SUITE 112
105879
POMPANO BEACH, FL 33069-1052
Phone# Fax#

**Customer**

Account #

Phone# Fax#

| Line # | Item Description | Quantity |
|---|---|---|
| 0001 (1.00) | GIG Windows & Doors | Ordered: 1.00 |
| | *BLACK frames, CLEAR low e Glass | |
| Location: Attached | | Notes: |
| 0002 (2.00) | Storefront Entrance | Ordered: 1.00 |
| | (1) Single, (2) Doubles | |
| Location: Panic & Electrical access | | *Power connection (By Others) |
| 0003 (3.00) | Supply & Install (Permit By Others) | Ordered: 1.00 |

**Windows & Swing Doors (Supply & Install- permit by others ) Job Total = $57,350.00**

Quote # 8195650

Print Date 12/5/2024

## 10



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 1 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 20



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 3 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 30



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 4 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 40



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 5 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 50



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 6 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 60



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 6 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 70

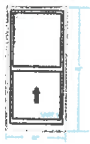

**Quantity:** 1
**Series:** 20K Single Hung-Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 13 window w/ AC unit

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 25" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | Single Hung Custom | 25.0000" | 52.0000" | N/A | N/A | 1.05 \| 0.30 |

## 80



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 22

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 90



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 25

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 100



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 26

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 110

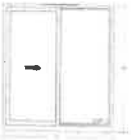

**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 27

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

SOUTH FLORIDA
WINDOWS & DOORS
A DIVISION OF HARTZELL

**Last Modified Date:** 12/05/2024 13:19:49

**PO#:**Goodwin Fire Station #6

**Job Name:**Goodwin Fire Station #6

**Job Address:**

Quote # 8195650

**Ship Date:**

## CUSTOMER SALES QUOTE

**Sales Person:**Brandon Rodammer

**ShipTo:** SOUTH FLORIDA WINDOWS & DOORS

Account#: A00573

3195 NORTH POWERLINE ROAD SUITE 112
105879
POMPANO BEACH, FL 33069-1052
Phone# Fax#

**Customer**

Account #

,

Phone# Fax#

| Line # | Item Description | Quantity |
|---|---|---|
| 0001 (1.00) | GIG Windows & Doors | Ordered: 1.00 |
| | *BLACK frames, CLEAR low e Glass | |
| Location: Attached | | Notes: |
| 0002 (2.00) | Storefront Entrance | Ordered: 1.00 |
| | (1) Single, (2) Doubles | |
| Location: Panic & Electrical access | | *Power connection (By Others) |
| 0003 (3.00) | Supply & Install (Permit By Others) | Ordered: 1.00 |

**Windows & Swing Doors (Supply & Install- permit by others ) Job Total = $57,350.00**

Quote # 8195650

Print Date 12/5/2024

## 10



| | | | | | |
|---|---|---|---|---|---|
| **Quantity:** | 1 | **Unit Price:** | | **Line Price:** | |
| **Series:** | 18K Horizontal Roller Latch Lock | **Location:** | 1 Office | **Installation:** | N/A |
| **Color:** | Black Powder | | | **Glass Type** | 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS) |
| **Notes:** | | | | | |

| **Overall W x H:** | 56" X 52" |
|---|---|
| **Screen:** | STD - STD |
| **Tint:** | Clear |

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 20



| | | | | | |
|---|---|---|---|---|---|
| **Quantity:** | 1 | **Unit Price:** | | **Line Price:** | |
| **Series:** | 18K Horizontal Roller Latch Lock | **Location:** | 3 Office | **Installation:** | N/A |
| **Color:** | Black Powder | | | **Glass Type** | 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS) |
| **Notes:** | | | | | |

| **Overall W x H:** | 56" X 52" |
|---|---|
| **Screen:** | STD - STD |
| **Tint:** | Clear |

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 30



| | | | | | |
|---|---|---|---|---|---|
| **Quantity:** | 1 | **Unit Price:** | | **Line Price:** | |
| **Series:** | 18K Horizontal Roller Latch Lock | **Location:** | 4 Office | **Installation:** | N/A |
| **Color:** | Black Powder | | | **Glass Type** | 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS) |
| **Notes:** | | | | | |

| **Overall W x H:** | 56" X 52" |
|---|---|
| **Screen:** | STD - STD |
| **Tint:** | Clear |

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 52.0000" | N/A | N/A | 1.08 \| 0.30 |

## 40



| | | | | | |
|---|---|---|---|---|---|
| **Quantity:** | 1 | **Unit Price:** | | **Line Price:** | |
| **Series:** | 18K Horizontal Roller Latch Lock | **Location:** | 5 Office | **Installation:** | N/A |
| **Color:** | Black Powder | | | **Glass Type** | 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS) |
| **Notes:** | | | | | |

| **Overall W x H:** | 56" X 64" |
|---|---|
| **Screen:** | STD - STD |
| **Tint:** | Clear |

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 50



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 6 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 60



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 6 Office

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 56" X 64"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 56.0000" | 64.0000" | N/A | N/A | 1.08 \| 0.30 |

## 70

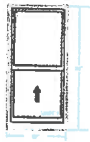

**Quantity:** 1
**Series:** 20K Single Hung-Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 13 window w/ AC unit

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 25" X 52"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | Single Hung Custom | 25.0000" | 52.0000" | N/A | N/A | 1.05 \| 0.30 |

## 80



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 22

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 90



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 25

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 100



**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 26

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

## 110

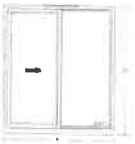

**Quantity:** 1
**Series:** 18K Horizontal Roller Latch Lock
**Color:** Black Powder
**Notes:**

**Unit Price:**
**Location:** 27

**Line Price:**
**Installation:** N/A
**Glass Type** 7/16" Lami (3/16 Clear SB70XL#2 HS - 0.09 PVB - 3/16 Clear HS)

**Overall W x H:** 57" X 65"
**Screen:** STD - STD
**Tint:** Clear

| Unit # | Type | Width | Height | Grilles | Grille Pattern | U-Factor \| SHGC |
|---|---|---|---|---|---|---|
| 1 | XO/OX- Custom | 57.0000" | 65.0000" | N/A | N/A | 1.08 \| 0.30 |

**Attachment F**

**QUARTERLY REPORT FORM**

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:**

**Advance Payment Information:**
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

**Target Dates (State Agreement):**
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under* ***Issues*** *below)*

**Percentage** of Milestones completed to Date: ____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC):
Signature: Phone: 954-658-0515

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:*

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%
*Date Reviewed:* *Reviewer:* *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable**.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Roof Painting By Huntzell, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Huntzell

By: _____
Signature

Mike Goodwin - Project Director
Name and Title

3195 N. Powerline Rd - STE 101
Street Address

Pompano Beach FL
City, State, Zip

12/9/24
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable):

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE): Hartzell Painting

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☑

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, Hartzell, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor

Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024

Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☑

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Agency Agreement/Contract #** | |
| **Total Contract Amount** | |
| **Contract Term:** | |

| Line Item Budget Category | Total Amount Paid | Amount Paid from State Funds |
|---|---|---|
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Mark Stertal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, Antioch, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor

Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024

Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
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CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☑

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Agency Agreement/Contract #** | |
| **Total Contract Amount** | |
| **Contract Term:** | |

| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
|---|---|---|
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

Scrut.

## ATTACHMENT M

### FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Roof Painting By Hartzell

Vendor FEIN: 59-1144111

Vendor's Authorized Representative Name and Title: Mike Goodwin - Project Director

Address: 3195 N. Powerline Rd

City: Pompano Bch State: FL Zip: 33069

Phone Number: 954-658-0515

Email Address: mgoodwin@myhartzell.com

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: Mike Goodwin - Project Director

Date: 12/9/24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Lezyer Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — WITNESS

Atlas Door & Gate — CONTRACTOR

12/9/2024 — DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

OWNER REPRSENTATIVE: Name: Juliet

Title: association Project manager

Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

OWNER REPRSENTATIVE: Name: Manny Rodriguez

Title: Building owner Miami Dade internal services Deparament

Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

OWNER REPRSENTATIVE: Name: EFrain Soto

Title: school board admin

Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Lazar Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Lezyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez

WITNESS

Atlas Door & Gate

CONTRACTOR

12/9/2024

DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leonel Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — Atlas Door & Gate

WITNESS — CONTRACTOR

12/9/2024

DATE — CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari lakes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): [signature]

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez
WITNESS

Atlas Door & Gate
CONTRACTOR

12/9/2024
DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Lazar Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — WITNESS

Atlas Door & Gate — CONTRACTOR

12/9/2024 — DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leonel Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Andres Suarez

Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Lezyer Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — WITNESS

Atlas Door & Gate — CONTRACTOR

12/9/2024 — DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Lezyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez
WITNESS

Atlas Door & Gate
CONTRACTOR

12/9/2024
DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 1Okes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Andres Suarez

Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez
WITNESS

Atlas Door & Gate
CONTRACTOR

12/9/2024
DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Diaz

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — WITNESS

Atlas Door & Gate — CONTRACTOR

12/9/2024 — DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

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## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Lazar Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez

Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Lezyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lazaro Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — Atlas Door & Gate

WITNESS — CONTRACTOR

12/9/2024

DATE — CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari lakes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Lazar Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Lezyer Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — WITNESS

Atlas Door & Gate — CONTRACTOR

12/9/2024 — DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262997763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Andres Suarez

Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — Atlas Door & Gate

WITNESS — CONTRACTOR

12/9/2024

DATE — CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

Yr
(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

LeGyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Lazar Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez
WITNESS

Atlas Door & Gate
CONTRACTOR

12/9/2024
DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari lakes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Lazar Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez

Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Lezyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez

WITNESS

Atlas Door & Gate

CONTRACTOR

12/9/2024

DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari lakes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Lazar Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Andres Suarez

Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL **(NOTARY'S SEAL)**

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez

WITNESS

Atlas Door & Gate

CONTRACTOR

12/9/2024

DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door Gates corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Lazar Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Andres Suarez

Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — WITNESS

Atlas Door & Gate — CONTRACTOR

12/9/2024 — DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari lakes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami (City) FL (State) 33122 (Zip)

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262997763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL **(NOTARY'S SEAL)**

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez

WITNESS

Atlas Door & Gate

CONTRACTOR

12/9/2024

DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Atlas door and gate inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 79,704.00 |
| 2 | Permit Allowance | $22,600.00 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 102,304 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Atlas door and gate **Date:** 12/9/24

**Base Bid Total:** $106,396.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Registered as a City of Plantation Vendor
- ☑ Bid Form
- ☑ Signed General Terms and Provisions
- ☑ Addendums (if any)
- ☑ Bid Guarantee Form
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ References
- ☑ Public Entity Crimes Forms
- ☑ Drug Free Workplace Form
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Bid Bond Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: _____

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Márquez
Witness

(Authorized Signature in Ink)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

vice President
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Atlas door and gate inc

NAME: Ledjar Diaz

ADDRESS: 7227 NW 32nd ST. Miami FL, 33122

TELEPHONE NO.: 786-345-7180

FAX NO.: 305-463-9207

EMAIL ADDRESS: atlasledjar@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Atlas door and gate inc

   The address of the principal place of business is: 7227 NW 32 ST

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: March 2005
   b. State of Incorporation: Florida
   c. President's Name: Raydel Diaz
   d. Vice President's Name: Ledjar Diaz
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

60 Ft Boom Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Atlas door and gate, on this 12, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB-077-24-0-2024/CM.

Addenda Numbers Received:

No. 2

No. 3

No. 4

No. 5

No. 6

No. 7

No. 1

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME OF ABOVE: Ledyar Diaz

TITLE OF ABOVE: Vice President

COMPANY NAME: Atlas door and gate inc

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No._____

CONTRACTOR:
Name: Ledyar Diaz
Legal Status: General contractor
Address: 7227 NW 32nd ST

SURETY:
Name: _____
Legal Status: _____
Principal place of Business: _____

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 4,092.16

PROJECT:
_____ Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: _____, 20_____.

_____
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact)

_____
(Name of Surety)

# GUARANTEE OF BID PROPOSAL

Name of Company: Atlas door and gate inc

Street Address: 7227 NW 32nd ST.

Miami FL 33122
City State Zip

Mailing Address: 7227 NW 32nd ST Miami FL 33122

Phone No.: 786-348-7180 Fax#: 305-463-9207

Email Address: Atlasledyar@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC-1536687

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 262699763

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Linda Marquez
Witness

(Authorized Signature in Ink or Electronic)

Brianna Diaz
Witness

Ledyar Diaz
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CORPORATE RESOLUTION

I hereby certify that I, Leonar Diaz, am the undersigned Secretary of Atlas Door & Gate (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 7227 nw 32 st Miami FL. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 10 day of December, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Leyar Diaz (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire Station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 10 day of December, 2024

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Atlas door and gate inc
Company's Name

Authorized Representative Signature

Ledgar Diaz, VP
Print Name and Title

12/9/24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | N/A |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| N/A | N/A |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| N/A | N/A |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: N/A.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   N/A.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is N/A; or

   ( ) A child of the reporting person, whose name is N/A.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   N/A.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   N/A
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | 12/9/24 | 12/9/24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Atlas Door & Gate

By (sign): _____

Print Name: Leyer Diaz

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Atlas Door & Gate.

2. This sworn statement is submitted by Atlas Door & Gate Inc (entity submitting sworn statement), whose business address is 7227 nw 32 st and its Federal Employer Identification Number (FEIN) is 262699763. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Leyor Diaz (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

LD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

LD The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

LD There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

LD The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

12/10/24
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10TH Day of December, 2024, by Ledyar Lazaro Diaz, who is personally known to me or who has produced FL DL as identification.

**NOTARY SEAL**

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

**NOTARY PUBLIC:**

SIGN:

PRINT: Andres Suarez
Notary Public, State at large
My Commission Expires: Feb 1, 2028

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this 12/10/24 (*date*) by Leyor Diaz (*name of officer or agent, title of officer or agent*), of All Doors 4 Life (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (*type of identification*) as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 10TH day of December, 2024, before me, the undersigned authority, personally appeared Lezyar Lazaro Diaz, to me known to be the individual described in and who executed the foregoing instrument as President of Atlas Door & Gate, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Andres Suarez
_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification X

Type of identification produced FL DL (NOTARY'S SEAL)

NOTARY PUBLIC
ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ (NOTARY'S SEAL)

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| LeZyar Diaz | President |

**Witnesses:**

Andres Suarez
Typed name:

Lenier Diaz
Typed name:

**BIDDER:**

By: Atlas Door & Gate

Name: LeZyar Diaz

Title: President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12-10-2024 (*date*) by LeZyar Lazaro Diaz who is personally known to me or who has produced FL DL as identification.

My commission expires: Feb 1, 2028

NOTARY PUBLIC

ANDRES SUAREZ
Notary Public, State of Florida
Commission# HH 488182
My comm. expires Feb. 1, 2028

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

Linda Marquez — WITNESS

Atlas Door & Gate — CONTRACTOR

12/9/2024 — DATE

CITY OF PLANTATION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

**CONTACT NAME:** Joe Flaherty
**PHONE (A/C, No, Ext):** (847) 908-8719 **FAX (A/C, No):** (847) 440-9126
**E-MAIL ADDRESS:** Joe.Flaherty@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Prescient National Insurance C | 12773 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** IMPASTA-01
Impact Staff Leasing, LLC
1315 W. Indiantown Road, 2nd Floor
Jupiter FL 33458

**COVERAGES** **CERTIFICATE NUMBER:** 1057946172 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | WC004000001124 | 7/15/2024 | 7/15/2025 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance
Coverage is extended to the co-employees of ATLAS DOOR & GATE INC. dba QUALITY CONSTRUCTION

**CERTIFICATE HOLDER**
City of Plantation
400 NW 73rd Avenue
Plantation FL 33317

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Gina Paljak

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature _____ Printed Name Lidor Dior

Atlas door and gate
Bidder Name

12/9/2024
Date

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Atlas door and gate inc

1. PROJECT: Samari 19kes DATE: June 8, 2024

   LOCATION: 10000 NW 80th CT,

   Hialeah gardens FL 33016

   OWNER REPRSENTATIVE: Name: Juliet

   Title: association Project manager

   Email: juliet@managementsvs.net

2. PROJECT: Hickman Bldg DATE: 8/22/2024

   LOCATION: 249 NW 3rd Ave

   Miami FL 33136

   OWNER REPRSENTATIVE: Name: Manny Rodriguez

   Title: Building owner Miami Dade internal services Deparament

   Email: marodri@miamidade.gov

3. PROJECT: John Schee transportation DATE: 11/21/2024

   LOCATION: 2755 NW 122nd ST Miami

   33167

   OWNER REPRSENTATIVE: Name: EFrain Soto

   Title: school board admin

   Email: 851297@dadeschools.net

2

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Atlas Door & Gate corporation, do certify that Leonel Diaz (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Lenier Diaz | | Secretary | | |
| Brianna Diaz | | Secretary | | |
| Leyar Diaz | | President | | |

This 10 day of December, 2024.

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Javier Rodriguez, on this 10, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24 Windows and Doors Replacement FS #6.

Addenda Numbers Received:

1

2

3

4

5

6

7

AUTHORIZED SIGNATURE: 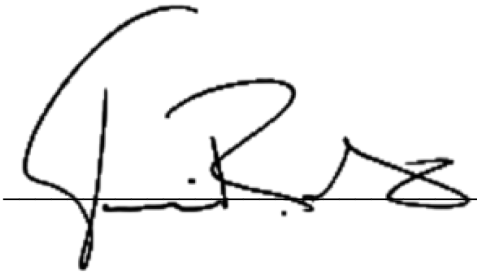

PRINTED NAME OF ABOVE: Javier Rodriguez

TITLE OF ABOVE: President

COMPANY NAME: Dekora, LLC

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. 121024BidBond

CONTRACTOR:
Name: Dekora, LLC.
Legal Status: Corporation
Address: 12011 SW 129 CT Unit #5 Miami, FL 33186

SURETY:
Name: Great American Insurance Company
Legal Status: Incorporated: Ohio
Principal place of Business: 301 E 4th Street Cincinnati, OH 45202

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ ---- 5% ---- Five Percent of Amount Bid

PROJECT:
ITB NO. 077-24 Windows and Doors Replacement – Fire Station # 6 Name, Location, Project Title
11050 West Sunrise Boulevard, Plantation, FL 33322

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10th, 2024.

Dekora, LLC.

(Name of CONTRACTOR) Javier Rodriguez, President

By: Jessie Sloan

(As Attorney in Fact) Jessie Sloan, Attorney-In-Fact & Florida Licensed Resident Agent

Great American Insurance Company
(Name of Surety)

Inquiries: (321) 800-6594

DEKORA, LLC 2008 FLORIDA

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 21494

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|---|---|---|
| JORGE BRACAMONTE | ALL OF | ALL |
| JESSIE SLOAN | ORLANDO, FLORIDA | $100,000,000 |
| KARLA YVONNE TOMASZEWSKI | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY, 2022.

Attest

*Assistant Secretary*

GREAT AMERICAN INSURANCE COMPANY

*Divisional Senior Vice President*

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JANUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of December, 2024.

*Assistant Secretary*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Amanda Nogues | |
|---|---|---|
| Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | PHONE (A/C, No, Ext): (305) 595-3323 | FAX (A/C, No): (305) 595-7135 |
| | E-MAIL ADDRESS: amanda.nogues@eigrisk.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Dekora, LLC<br>12011 SW 129 Ct, Unit 5<br>Miami FL 33186 | INSURER A : Admiral Insurance Company | 24856 |
| | INSURER B : Landmark American Insurance Co | 33138 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2024 Dekora Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CA000043712-04 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 150,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | LHA603789 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



**© 1988-2015 ACORD CORPORATION. All rights reserved.**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

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**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Merchant Insurance Solutions<br>9220 Bonita Beach Road Suite 200-15<br>Bonita Springs FL 34135 | **CONTACT NAME:** Staci Merchant<br>**PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983<br>**E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com |
| **INSURED**<br>DEKORA, LLC<br>12011 SW 129TH CT UNIT 5<br>Miami FL 33186 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN / N/A<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65117 | 01/10/2024 | 01/10/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City Of Plantation
400 NW 73rd AVENUE
PLANTATION, FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



**© 1988-2015 ACORD CORPORATION. All rights reserved.**

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

L Comp
**WITNESS**

**CONTRACTOR**

12/9/2024
**DATE**

**CITY OF PLANTATION**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Dekora, LLC **Date:** 12/9/2024

**Base Bid Total:** $436,510.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Javier Rodriguez

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Randy Padilla
Witness

(Authorized Signature in Ink or Electronic)

Alina Garcia
Witness

Javier Rodriguez
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/9/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 09 day of DECEMBER, 2024, by JAVIER RODRIGUEZ, as PRESIDENT for DEKONA, LLC.
who is personally known to me or who has produced _____ as identification.

Notary Public Signature: L Cp

State of Florida at Large (Seal)

Print Name: LISETTE COMPANIONI

My commission expires: 07/06/27

*As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.*

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 317,392.88 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 436,510.16 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. 121024BidBond

CONTRACTOR:
Name: Dekora, LLC.
Legal Status: Corporation
Address: 12011 SW 129 CT Unit #5 Miami, FL 33186

SURETY:
Name: Great American Insurance Company
Legal Status: Incorporated: Ohio
Principal place of Business: 301 E 4th Street Cincinnati, OH 45202

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ ---- 5% ---- Five Percent of Amount Bid

PROJECT:
ITB NO. 077-24 Windows and Doors Replacement – Fire Station # 6 Name, Location, Project Title
11050 West Sunrise Boulevard, Plantation, FL 33322

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10th, 2024.

Dekora, LLC.

(Name of CONTRACTOR) Javier Rodriguez, President

By: Jessie Sloan
(As Attorney in Fact) Jessie Sloan, Attorney-In-Fact & Florida Licensed Resident Agent

Great American Insurance Company
(Name of Surety)

DEKORA, LLC LIMITED LIABILITY COMPANY 2008 FLORIDA

Inquiries: (321) 800-6594

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 21494

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|---|---|---|
| JORGE BRACAMONTE | ALL OF | ALL |
| JESSIE SLOAN | ORLANDO, FLORIDA | $100,000,000 |
| KARLA YVONNE TOMASZEWSKI | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY

*Assistant Secretary*

*Divisional Senior Vice President*

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JANUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of December, 2024.

*Assistant Secretary*

# GUARANTEE OF BID PROPOSAL

Name of Company: Dekora, LLC

Street Address: 12011 SW 129TH CT Unit #5

Miami (City) FL (State) 33186 (Zip)

Mailing Address: 12011 SW 129TH CT Unit #5 Miami FL 33186

Phone No.: 786-573-1872 Fax#: 305-397-2706

Email Address: dekorallc@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: CGC1519267

State of Florida Corporation ID # (From Secretary of State): L08000099777

Federal Employer Identification Number (FEIN): 26-3531092

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Randy Padilla
Witness

Alina Garcia
Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Javier Rodriguez
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Javier Rodriguez, on this 10, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24 Windows and Doors Replacement FS #6.

Addenda Numbers Received:

1

2

3

4

5

6

7

AUTHORIZED SIGNATURE: 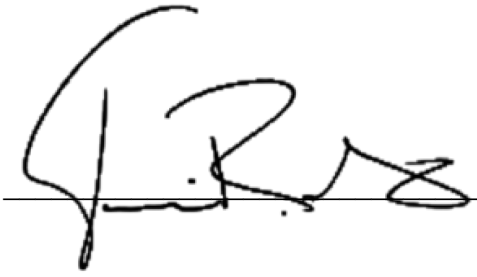

PRINTED NAME OF ABOVE: Javier Rodriguez

TITLE OF ABOVE: President

COMPANY NAME: Dekora, LLC

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF N/A )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF N/A )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF FLORIDA )

SS

COUNTY OF MIAMI-DADE )

On this 09 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared JAVIER RODRIGUEZ, to me known to be the individual described in and who executed the foregoing instrument as PRESIDENT of DEMONA, LLC, a LLC company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

L. Comp (Signature of Notary Public)

LISETTE COMPANIONI (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Dekora, LLC

NAME: Javier Rodriguez

ADDRESS: 12011 SW 129TH CT Unit #5 Miami FL 33186

TELEPHONE NO.: 786-573-1872

FAX NO.: 305-397-2706

EMAIL ADDRESS: dekorallc@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Dekora, LLC

   The address of the principal place of business is: 12011 SW 129TH CT Unit #5 Miami FL 33186

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ LLC

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/22/2008
   b. State of Incorporation: Florida
   c. President's Name: Javier Rodriguez
   d. Vice President's Name: Mauricio Alfaro
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   LLC Javier Rodriguez / President

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 16

   a. Under what other former names has your organization operated?

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor License CGC1519267

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   None

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    no

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    State Wide General Contracting Services

    Court resurfacing,Epoxy Flooring, Painting, Demolition, Bathroom & Kitchen rennovations, Door replacecment at Various Sites

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

None

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Please See Attached

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

(Authorized Signature in Ink)

Witness

(Printed Name of Above Signer)

Javier Rodriguez

President.

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Dekora, LLC

1. PROJECT: Various City Parks DATE: 2023-2024

   LOCATION: 444 SW 2ND Ave, 8th Floor, Miami FL 33130

OWNER REPRSENTATIVE: Name: Tommaso Calautti

Title: Senior Construction Coordinator

Email: tcalautti@miamigov.com

2. PROJECT: Fire Station Rennovations DATE: 2023-2024

   LOCATION: 1151 NW 7 ST Miami, Fl 33136

OWNER REPRSENTATIVE: Name: Pete Saavedra

Title: Facilities Coordinator

Email: PSaavedra@miamigov.com

3. PROJECT: Hollow metal Door replacecment at Various Sites DATE: 2023-2024

   LOCATION: 90050 Overseas Highway

   Tavernier, FL 33070

OWNER REPRSENTATIVE: Name: Jeff Barrow

Title: Director of Maintenance

Email: Jeff.Barrow@KeysSchools.com

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Dekora, LLC.

2. This sworn statement is submitted by Dekora, LLC (entity submitting sworn statement), whose business address is 12011 SW 129TH CT Unit #5 Miami FL 33186 and its Federal Employer Identification Number (FEIN) is 26-3531092. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A.

3. My name is Javier Rodriguez (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/9/24
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 09 Day of DECEMBER, 2024, by JAVIER RODRIGUEZ, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: LISETTE COMPANIONI
Notary Public, State at large
My Commission Expires: 07/06/24

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| | | | |
| MAILING ADDRESS<br>N/A | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| | | | |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Randy Padilla
Typed name:

Alona Garcia
Typed name:

**BIDDER:**

By:

Name: Javier Rodriguez

Title: President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09, DECEMBER 2024 (*date*) by JAVIER RODRIGUEZ who is personally known to me or who has produced _____ as identification.

My commission expires:

L. Companioni
NOTARY PUBLIC

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

| | |
|---|---|
| Signature | Javier Rodriguez<br>Printed Name |
| Dekora, LLC<br>Bidder Name | 12/9/2024<br>Date |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

L Comp
**WITNESS**

**CONTRACTOR**

12/9/2024
**DATE**

**CITY OF PLANTATION**

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Dekora, LLC
Company's Name

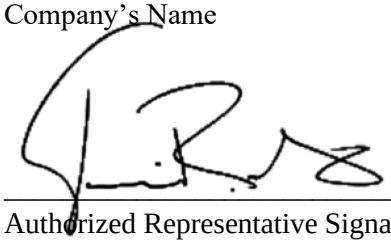

Authorized Representative Signature

Javier Rodriguez / President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Javier Rodriguez, am the undersigned Secretary of Dekora, LLC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 12011 SW 129TH CT Unit #5 Miami FL 33186. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 9 day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Javier Rodriguez (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for 077-24 Windows and Doors Replacement FS #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9 day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a LLC corporation, do certify that Javier Rodriguez (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Javier Rodriguez | | President | | |
| | | | | |
| | | | | |

This 9 day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Dekora, LLC

By (sign): 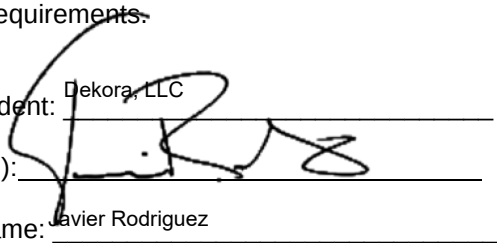

Print Name: Javier Rodriguez

## NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF N/A

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

## NOTARY BLOCK FOR A CORPORATION

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/9/24 (*date*) by JAVIER RODRIGUEZ (*name of officer or agent, title of officer or agent*), of DEMOWA, LLC (*name of corporation acknowledging*), a LLC (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: L. Comp.

NOTARY PUBLIC

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/9/24 (*date*) by JAVIER RODRIGUEZ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of DERMA, LLC (*name of company acknowledging*), a LLC. (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

L. Companioni

NOTARY PUBLIC

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

N/A

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

| Year | Description | ID/Serial number | Manufacturer | Model |
|---|---|---|---|---|
| 2011 | Thermo plastic Melter | 1C9B11628A1288649 | Thermoplastic Melter | 1500DH |
| 2019 | Bobcat Tiller | 55106513 | Bobcat | 76IN |
| 2021 | Bobcat Tiller | 55107546 | Bobcat | 76IN |
| 2023 | Bobcat Rotary Tiller | 55108227 | Bobcat | Rotary |
| 2023 | Scorpion Trailer | 4T9TA1715H1M71557 | TrafFix Scorpion | Trailer Attenuator |
| 2024 | Scorpion Trailer | 4T9TA1713H1M71606 | TrafFix Scorpion | Trailer Attenuator |
| 2018 | Scorpion Trailer | 1E9TF160DVC522491 | TrafFix Scorpion | Trailer Attenuator TL-3 |
| 2023 | Gator Trailer | 4Z1HD2524PS015822 | Aardvark | 20+5 |
| 2023 | Gator Trailer | 4Z1PB2529PS015820 | Gator Made | 25 Pintle Flat Trailer |
| 2017 | Triple Crown Trailer | 1XNC24144H1078200 | Triple Crown | 7X24 |
| 2022 | Dump Trailer | 3EUDB1422N1009808 | Iron Bull | Dump Trailer |
| 2009 | 10 TON TRAILER | 4MNDP142091000700 | BEBU | 10 TON |
| 2020 | RED Downing RPM Trailer | DO406042020 | Downing RPM | 28000 |
| 2020 | RED Downing RPM Trailer | DO409052020 | Downing RPM | 28000 |
| 2022 | Skid Steer Bobcat Compact Track Loader Close Cab | B4CE20859 | Bobcat | T76 T4 V2 |
| 2019 | Skid Steer Bobcat Compact Track Loader | B3CA15412 | Bobcat | T740 |
| 2022 | Skid Steer Bobcat Compact Track Loader | B4CE18291 | Bobcat | T76 |
| 2023 | Skid Steer Bobcat Compact Track Loader | B5FF12049 | Bobcat | T650 |
| 2022 | Skid Steer Bobcat Compact Track Loader | B4CE19271 | Bobcat | T76 |
| 2016 | Bobcat E63 Excavator | B34R11634 | Bobcat | E63 Excavator |
| 2022 | Bobcat excavator | B4GP14369 | Bobcat | E50 |
| 2023 | Bobcat MINI EXCAVATOR | B4GR14690 | Bobcat | E60 |
| 2024 | Bobcat Excavator Mini/Compact | B4NM14132 | Bobcat | E88 Excavator |
| 2019 | Backhoe Loader | HWB02175 | Caterpillar | 416F2 HRC |
| 2018 | Caterpillar Hydraulic Excavator | HDK10184 | Caterpillar | 313FLGC |

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# ALFARO, MAURICIO

DEKORA, LLC
1120 CORDOVA STREET
CORAL GABLES FL 33134

**LICENSE NUMBER: CGC1519267**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

6524

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Merchant Insurance Solutions<br>9220 Bonita Beach Road Suite 200-15<br>Bonita Springs FL 34135 | **CONTACT NAME:** Staci Merchant<br>**PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983<br>**E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com |
| **INSURED**<br>DEKORA, LLC<br>12011 SW 129TH CT UNIT 5<br>Miami FL 33186 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN / N/A<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **UMBRELLA LIAB** ☐ OCCUR<br>**EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65117 | 01/10/2024 | 01/10/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City Of Plantation
400 NW 73rd AVENUE
PLANTATION, FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Amanda Nogues | |
|---|---|---|
| Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | PHONE (A/C, No, Ext): (305) 595-3323 | FAX (A/C, No): (305) 595-7135 |
| | E-MAIL ADDRESS: amanda.nogues@eigrisk.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Admiral Insurance Company | 24856 |
| INSURER B : Landmark American Insurance Co | 33138 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Dekora, LLC
12011 SW 129 Ct, Unit 5
Miami FL 33186

**COVERAGES** **CERTIFICATE NUMBER:** 2024 Dekora Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | CA000043712-04 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 150,000<br>$ 1,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | ☐ **UMBRELLA LIAB** ☒ OCCUR<br>☒ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | LHA603789 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DEKORA LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12011 SW 129TH COURT Unit 5

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI, FL 33186

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 3 | 5 | 3 | 1 | 0 | 9 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Date ▶ 01/04/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*



6527

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1720199

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Dekora LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

**Company ID Number:** 1720199

## Approved by:

| **Employer** | |
|---|---|
| Dekora LLC | |
| **Name** (Please Type or Print)<br>Javier rodriguez | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |

**Company ID Number:** 1720199

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | Dekora LLC |
| **Company Facility Address** | 12011 SW 129 CT Unit # 5<br>Miami, FL 33186 |
| **Company Alternate Address** | |
| **County or Parish** | MIAMI-DADE |
| **Employer Identification Number** | 263531092 |
| **North American Industry Classification Systems Code** | 238 |
| **Parent Company** | |
| **Number of Employees** | 1 to 4 |
| **Number of Sites Verified for** | 1 site(s) |

**Company ID Number:** 1720199

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| FL | 1 |

**Company ID Number:** 1720199

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Javier Rodriguez |
| Phone Number | 7865731872 |
| Fax | |
| Email | dekorallc@gmail.com |

**Company ID Number:** 1720199

This list represents the first 20 Program Administrators listed for this company.

005763

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5593406

BUSINESS NAME/LOCATION
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
12011 SW 129TH CT 5
MIAMI FL 33186

RECEIPT NO.
RENEWAL
7468323

**EXPIRES**
**SEPTEMBER 30, 2025**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR
Worker(s) 1

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR
16BS00645

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 07/11/2024
INT-24-424551

**This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder s qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.**

**The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.**

For more information, visit www.miamidade.gov/taxcollector

# Detail by Entity Name

Florida Limited Liability Company
DEKORA, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L08000099777 |
| **FEI/EIN Number** | 26-3531092 |
| **Date Filed** | 10/23/2008 |
| **Effective Date** | 10/22/2008 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Mailing Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Registered Agent Name & Address**

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Name Changed: 04/05/2019

Address Changed: 04/05/2019

**Authorized Person(s) Detail**

**Name & Address**

Title President

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Title VP

ALFARO, MAURICIO
12011 SW 129TH CT
UNIT 5
miami, FL 33186

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 01/26/2022 |
| 2023 | 01/23/2023 |
| 2024 | 01/23/2024 |

**Document Images**

| | |
|---|---|
| 01/23/2024 -- ANNUAL REPORT | View image in PDF format |
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| 01/26/2022 -- ANNUAL REPORT | View image in PDF format |
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| 04/17/2013 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2011 -- ANNUAL REPORT | View image in PDF format |
| 03/31/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2009 -- ANNUAL REPORT | View image in PDF format |
| 10/23/2008 -- Florida Limited Liability | View image in PDF format |

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| TAFUR CORP-BCC | IXPISOM M | | VP | 786 781-0600 | EGM.TAFUR@GMAIL.COM |
| Hartzell | mike Goodwin | | P. D | 954-658-0515 | mgoodwin@myhartzell.com |
| PRESCO SOUTH CONSTRUCTION | RHONNY ALEX | | PM | 954 997 3714 | PSC@PRESCOSOUTH.COM |
| ARZ Builders Inc | GEORGE JAUDE | | Pres. | 561 239 9923 | george@ARZBuilders.com |
| TERRESTA Construction | Hileidys VALES | | OP | 786 226 4476 | MVALES@TERRESTACONSTRUCTION.COM |
| BHP Windows | Yasmany | | P | 786 371 3126 | yasmany@bhpwindows.com |

## WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this Site Visit sign in form, I hereby waive, release, and indemnify the City of Plantation, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for City **ITB # 077-24**. By signing this form and as a participant in this Site Visit I affirm that I am physically able to participate in the City of Plantation's prebid Site Visit. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin.

# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| J&JC CONSTRUCTION | JOSE CAPELLAN JR. | | PM | (954)439-0885 | jcapellan@jjcconstruction.net |
| Adal FGC | Benact Berhow | | PM | 786-208-3493 | berhon1953@gmail |
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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| Coast to Coast Garage Door | Jerome Payne | | | 954 607 9054 | JPayne@C2Cgaragedoors.com |
| A1 Property Services | Geo Madruga Lucas Rodriguez | | | 786-714-4416 | geo@a1propertyservices.net |
| Aarya construction & design | Nicholas/Eric Sami | | | 786-267-7436 | eric@aaryaconstruction.com Nick@aaryaconstruction.com |
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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| DEKORA, LLC | Mauricio Alegro | | VP | (786) 573-1872 | Dekorallc@gmail.com |
| Services One | Fdo. Zapata | | Pres | 617-602-0553 | Servicesone4@gmail.com |
| SFL Property Maintenance Corp | Armando Figueruello | | Owner | (786) 362 4574 | armando@SFL-Propertymaintenance.com |
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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| VPR construction | Andy R | Andy R | V.P | 754-204-3610 | andy@VPRconstructioncorp.com |
| South Florida Win + Doors | B | Brandon Rodemm | Res Div Dir | (954) 914-2679 | Brandon@myflwindows.com |
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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| Atlas Door & Gate Inc | Lazaro Diaz | | President | 305 463 9218 | Atlas12yo@gmail.com |
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## WAIVER AND RELEASE OF LIABILITY

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# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

| | |
|---|---|
| Signature | Javier Rodriguez<br>Printed Name |
| Dekora, LLC<br>Bidder Name | 12/9/2024<br>Date |

| Year | Description | ID/Serial number | Manufacturer | Model |
|---|---|---|---|---|
| 2011 | Thermo plastic Melter | 1C9B11628A1288649 | Thermoplastic Melter | 1500DH |
| 2019 | Bobcat Tiller | 55106513 | Bobcat | 76IN |
| 2021 | Bobcat Tiller | 55107546 | Bobcat | 76IN |
| 2023 | Bobcat Rotary Tiller | 55108227 | Bobcat | Rotary |
| 2023 | Scorpion Trailer | 4T9TA1715H1M71557 | TrafFix Scorpion | Trailer Attenuator |
| 2024 | Scorpion Trailer | 4T9TA1713H1M71606 | TrafFix Scorpion | Trailer Attenuator |
| 2018 | Scorpion Trailer | 1E9TF160DVC522491 | TrafFix Scorpion | Trailer Attenuator TL-3 |
| 2023 | Gator Trailer | 4Z1HD2524PS015822 | Aardvark | 20+5 |
| 2023 | Gator Trailer | 4Z1PB2529PS015820 | Gator Made | 25 Pintle Flat Trailer |
| 2017 | Triple Crown Trailer | 1XNC24144H1078200 | Triple Crown | 7X24 |
| 2022 | Dump Trailer | 3EUDB1422N1009808 | Iron Bull | Dump Trailer |
| 2009 | 10 TON TRAILER | 4MNDP142091000700 | BEBU | 10 TON |
| 2020 | RED Downing RPM Trailer | DO406042020 | Downing RPM | 28000 |
| 2020 | RED Downing RPM Trailer | DO409052020 | Downing RPM | 28000 |
| 2022 | Skid Steer Bobcat Compact Track Loader Close Cab | B4CE20859 | Bobcat | T76 T4 V2 |
| 2019 | Skid Steer Bobcat Compact Track Loader | B3CA15412 | Bobcat | T740 |
| 2022 | Skid Steer Bobcat Compact Track Loader | B4CE18291 | Bobcat | T76 |
| 2023 | Skid Steer Bobcat Compact Track Loader | B5FF12049 | Bobcat | T650 |
| 2022 | Skid Steer Bobcat Compact Track Loader | B4CE19271 | Bobcat | T76 |
| 2016 | Bobcat E63 Excavator | B34R11634 | Bobcat | E63 Excavator |
| 2022 | Bobcat excavator | B4GP14369 | Bobcat | E50 |
| 2023 | Bobcat MINI EXCAVATOR | B4GR14690 | Bobcat | E60 |
| 2024 | Bobcat Excavator Mini/Compact | B4NM14132 | Bobcat | E88 Excavator |
| 2019 | Backhoe Loader | HWB02175 | Caterpillar | 416F2 HRC |
| 2018 | Caterpillar Hydraulic Excavator | HDK10184 | Caterpillar | 313FLGC |

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF N/A )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF N/A )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF FLORIDA )

SS

COUNTY OF MIAMI-DADE )

On this 09 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared JAVIER RODRIGUEZ, to me known to be the individual described in and who executed the foregoing instrument as PRESIDENT of DEMONA, LLC, a LLC company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

L. Comp (Signature of Notary Public)

LISETTE COMPANIONI (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Randy Padilla
Witness

(Authorized Signature in Ink or Electronic)

Alina Garcia
Witness

Javier Rodriguez
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/9/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 09 day of DECEMBER, 2024, by JAVIER RODRIGUEZ, as PRESIDENT for DEKONA, LLC.
who is personally known to me or who has produced _____ as identification.

Notary Public Signature: L Cp

State of Florida at Large (Seal)

Print Name: LISETTE COMPANIONI

My commission expires: 07/06/27

*As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.*

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Randy Padilla
Typed name:

Alona Garcia
Typed name:

**BIDDER:**

By:

Name: Javier Rodriguez

Title: President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09, DECEMBER 2024 (*date*) by JAVIER RODRIGUEZ who is personally known to me or who has produced _____ as identification.

My commission expires:

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Dekora, LLC **Date:** 12/9/2024

**Base Bid Total:** $436,510.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Javier Rodriguez

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 317,392.88 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 436,510.16 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Dekora, LLC.

2. This sworn statement is submitted by Dekora, LLC (entity submitting sworn statement), whose business address is 12011 SW 129TH CT Unit #5 Miami FL 33186 and its Federal Employer Identification Number (FEIN) is 26-3531092. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A.

3. My name is Javier Rodriguez (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/9/24
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 09 Day of DECEMBER, 2024, by JAVIER RODRIGUEZ, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: LISETTE COMPANIONI
Notary Public, State at large
My Commission Expires: 07/06/24

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Dekora, LLC

1. PROJECT: Various City Parks DATE: 2023-2024

   LOCATION: 444 SW 2ND Ave, 8th Floor, Miami FL 33130

OWNER REPRSENTATIVE: Name: Tommaso Calautti

Title: Senior Construction Coordinator

Email: tcalautti@miamigov.com

2. PROJECT: Fire Station Rennovations DATE: 2023-2024

   LOCATION: 1151 NW 7 ST Miami, Fl 33136

OWNER REPRSENTATIVE: Name: Pete Saavedra

Title: Facilities Coordinator

Email: PSaavedra@miamigov.com

3. PROJECT: Hollow metal Door replacecment at Various Sites DATE: 2023-2024

   LOCATION: 90050 Overseas Highway

   Tavernier, FL 33070

OWNER REPRSENTATIVE: Name: Jeff Barrow

Title: Director of Maintenance

Email: Jeff.Barrow@KeysSchools.com

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Randy Padilla
Witness

(Authorized Signature in Ink or Electronic)

Alina Garcia
Witness

Javier Rodriguez
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/9/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 09 day of DECEMBER, 2024, by JAVIER RODRIGUEZ, as PRESIDENT for DEHONA, LLC.
who is personally known to me or who has produced _____ as identification.

Notary Public Signature: L Cup

State of Florida at Large (Seal)

Print Name: LISETTE COMPANIONI

My commission expires: 07/06/27

*As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Dekora, LLC
Company's Name

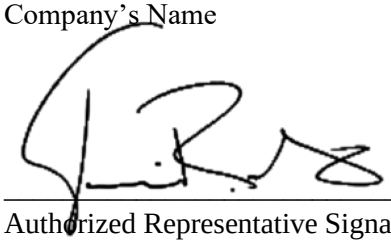

Authorized Representative Signature

Javier Rodriguez / President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Dekora, LLC

NAME: Javier Rodriguez

ADDRESS: 12011 SW 129TH CT Unit #5 Miami FL 33186

TELEPHONE NO.: 786-573-1872

FAX NO.: 305-397-2706

EMAIL ADDRESS: dekorallc@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Dekora, LLC

   The address of the principal place of business is: 12011 SW 129TH CT Unit #5 Miami FL 33186

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ LLC

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/22/2008
   b. State of Incorporation: Florida
   c. President's Name: Javier Rodriguez
   d. Vice President's Name: Mauricio Alfaro
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   LLC Javier Rodriguez / President

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 16

   a. Under what other former names has your organization operated?

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor License CGC1519267

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   None

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    no

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    State Wide General Contracting Services

    Court resurfacing,Epoxy Flooring, Painting, Demolition, Bathroom & Kitchen rennovations, Door replacecment at Various Sites

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

None

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Please See Attached

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

(Authorized Signature in Ink)

Witness

(Printed Name of Above Signer)

Javier Rodriguez

President.

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## ALFARO, MAURICIO

DEKORA, LLC
1120 CORDOVA STREET
CORAL GABLES FL 33134

**LICENSE NUMBER: CGC1519267**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

6584

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Merchant Insurance Solutions<br>9220 Bonita Beach Road Suite 200-15<br>Bonita Springs FL 34135 | **CONTACT NAME:** Staci Merchant<br>**PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983<br>**E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com |
| **INSURED**<br>DEKORA, LLC<br>12011 SW 129TH CT UNIT 5<br>Miami FL 33186 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN / N/A<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65117 | 01/10/2024 | 01/10/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City Of Plantation
400 NW 73rd AVENUE
PLANTATION, FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Amanda Nogues | |
|---|---|---|
| Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | PHONE (A/C, No, Ext): (305) 595-3323 | FAX (A/C, No): (305) 595-7135 |
| | E-MAIL ADDRESS: amanda.nogues@eigrisk.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Dekora, LLC<br>12011 SW 129 Ct, Unit 5<br>Miami FL 33186 | INSURER A : Admiral Insurance Company | 24856 |
| | INSURER B : Landmark American Insurance Co | 33138 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2024 Dekora Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CA000043712-04 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 150,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | LHA603789 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DEKORA LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12011 SW 129TH COURT Unit 5

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI, FL 33186

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 3 | 5 | 3 | 1 | 0 | 9 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Date ▶ 01/04/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*



6587

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1720199

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Dekora LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

**Company ID Number:** 1720199

## Approved by:

| **Employer** | |
|---|---|
| Dekora LLC | |
| **Name** (Please Type or Print)<br>Javier rodriguez | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1720199

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | Dekora LLC |
| **Company Facility Address** | 12011 SW 129 CT Unit # 5<br>Miami, FL 33186 |
| **Company Alternate Address** | |
| **County or Parish** | MIAMI-DADE |
| **Employer Identification Number** | 263531092 |
| **North American Industry Classification Systems Code** | 238 |
| **Parent Company** | |
| **Number of Employees** | 1 to 4 |
| **Number of Sites Verified for** | 1 site(s) |

**Company ID Number:** 1720199

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| FL | 1 |

**Company ID Number:** 1720199

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Javier Rodriguez |
| Phone Number | 7865731872 |
| Fax | |
| Email | dekorallc@gmail.com |

**Company ID Number:** 1720199

This list represents the first 20 Program Administrators listed for this company.

005763

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5593406

**BUSINESS NAME/LOCATION**
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
12011 SW 129TH CT 5
MIAMI FL 33186

**RECEIPT NO.**
RENEWAL
7468323

**EXPIRES**
**SEPTEMBER 30, 2025**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**OWNER**
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR
Worker(s) 1

**SEC. TYPE OF BUSINESS**
196 SPECIALTY BUILDING CONTRACTOR
16BS00645

**PAYMENT RECEIVED BY TAX COLLECTOR**
$75.00 07/11/2024
INT-24-424551

**This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder s qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.**

**The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.**

For more information, visit www.miamidade.gov/taxcollector






# Detail by Entity Name

Florida Limited Liability Company
DEKORA, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L08000099777 |
| **FEI/EIN Number** | 26-3531092 |
| **Date Filed** | 10/23/2008 |
| **Effective Date** | 10/22/2008 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Mailing Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Registered Agent Name & Address**

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Name Changed: 04/05/2019

Address Changed: 04/05/2019

**Authorized Person(s) Detail**

**Name & Address**

Title President

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Title VP

ALFARO, MAURICIO
12011 SW 129TH CT
UNIT 5
miami, FL 33186

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 01/26/2022 |
| 2023 | 01/23/2023 |
| 2024 | 01/23/2024 |

**Document Images**

| | |
|---|---|
| 01/23/2024 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2023 -- ANNUAL REPORT | View image in PDF format |
| 01/26/2022 -- ANNUAL REPORT | View image in PDF format |
| 01/29/2021 -- ANNUAL REPORT | View image in PDF format |
| 01/17/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/05/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/25/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/12/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2016 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2015 -- ANNUAL REPORT | View image in PDF format |
| 03/05/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/17/2013 -- ANNUAL REPORT | View image in PDF format |
| 02/10/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2011 -- ANNUAL REPORT | View image in PDF format |
| 03/31/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2009 -- ANNUAL REPORT | View image in PDF format |
| 10/23/2008 -- Florida Limited Liability | View image in PDF format |

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Dekora, LLC **Date:** 12/9/2024

**Base Bid Total:** $436,510.16

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☑

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☐ or No ☑

**Submitted Forms:**

☑ Bidders Certification

☑ Registered as a City of Plantation Vendor

☑ Bid Form

☑ Signed General Terms and Provisions

☑ Addendums (if any)

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ References

☑ Public Entity Crimes Forms

☑ Drug Free Workplace Form

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Bid Bond Form

☑ Certificate of Insurance Requirements Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: _____ Printed Name: Javier Rodriguez

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Randy Padilla
Witness

(Authorized Signature in Ink or Electronic)

Alina Garcia
Witness

Javier Rodriguez
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/9/24
(Date Signed)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 09 day of DECEMBER, 2024, by JAVIER RODRIGUEZ, as PRESIDENT for DEKONA, LLC.
who is personally known to me or who has produced _____ as identification.

Notary Public Signature: L Cp

State of Florida at Large (Seal)

Print Name: LISETTE COMPANIONI

My commission expires: 07/06/27

*As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.*

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 317,392.88 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 436,510.16 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. 121024BidBond

CONTRACTOR:
Name: Dekora, LLC.
Legal Status: Corporation
Address: 12011 SW 129 CT Unit #5 Miami, FL 33186

SURETY:
Name: Great American Insurance Company
Legal Status: Incorporated: Ohio
Principal place of Business: 301 E 4th Street Cincinnati, OH 45202

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ ---- 5% ---- Five Percent of Amount Bid

PROJECT:
ITB NO. 077-24 Windows and Doors Replacement – Fire Station # 6 Name, Location, Project Title
11050 West Sunrise Boulevard, Plantation, FL 33322

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10th, 2024.

Dekora, LLC.

(Name of CONTRACTOR) Javier Rodriguez, President

By: Jessie Sloan
(As Attorney in Fact) Jessie Sloan, Attorney-In-Fact & Florida Licensed Resident Agent

Great American Insurance Company
(Name of Surety)

DEKORA, LLC LIMITED LIABILITY COMPANY 2008 FLORIDA

Inquiries: (321) 800-6594

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 21494

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|---|---|---|
| JORGE BRACAMONTE | ALL OF | ALL |
| JESSIE SLOAN | ORLANDO, FLORIDA | $100,000,000 |
| KARLA YVONNE TOMASZEWSKI | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JANUARY, 2022.

Attest

*Assistant Secretary*

GREAT AMERICAN INSURANCE COMPANY

*Divisional Senior Vice President*

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JANUARY, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of December, 2024.

*Assistant Secretary*

# GUARANTEE OF BID PROPOSAL

Name of Company: Dekora, LLC

Street Address: 12011 SW 129TH CT Unit #5

Miami (City) FL (State) 33186 (Zip)

Mailing Address: 12011 SW 129TH CT Unit #5 Miami FL 33186

Phone No.: 786-573-1872 Fax#: 305-397-2706

Email Address: dekorallc@gmail.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida: ☑ Yes ☐ No If yes, License #: CGC1519267

State of Florida Corporation ID # (From Secretary of State): L08000099777

Federal Employer Identification Number (FEIN): 26-3531092

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Randy Padilla
Witness

Alina Garcia
Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Javier Rodriguez
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/9/24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Javier Rodriguez, on this 10, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24 Windows and Doors Replacement FS #6.

Addenda Numbers Received:

1

2

3

4

5

6

7

AUTHORIZED SIGNATURE: 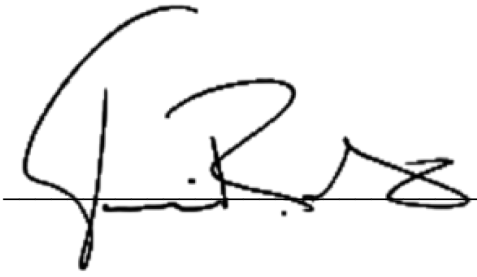

PRINTED NAME OF ABOVE: Javier Rodriguez

TITLE OF ABOVE: President

COMPANY NAME: Dekora, LLC

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF N/A )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF N/A )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF FLORIDA )

SS

COUNTY OF MIAMI-DADE )

On this 09 day of DECEMBER, 2024, before me, the undersigned authority, personally appeared JAVIER RODRIGUEZ, to me known to be the individual described in and who executed the foregoing instrument as PRESIDENT of DEMONA, LLC, a LLC company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

L. Comp (Signature of Notary Public)

LISETTE COMPANIONI (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Dekora, LLC

NAME: Javier Rodriguez

ADDRESS: 12011 SW 129TH CT Unit #5 Miami FL 33186

TELEPHONE NO.: 786-573-1872

FAX NO.: 305-397-2706

EMAIL ADDRESS: dekorallc@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Dekora, LLC

   The address of the principal place of business is: 12011 SW 129TH CT Unit #5 Miami FL 33186

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ LLC

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/22/2008
   b. State of Incorporation: Florida
   c. President's Name: Javier Rodriguez
   d. Vice President's Name: Mauricio Alfaro
   e. Secretary's Name: N/A
   f. Treasurer's Name: N/A
   g. Name and address of Resident Agent: N/A

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   LLC Javier Rodriguez / President

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 16

   a. Under what other former names has your organization operated?

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor License CGC1519267

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   None

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    no

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    State Wide General Contracting Services

    Court resurfacing,Epoxy Flooring, Painting, Demolition, Bathroom & Kitchen rennovations, Door replacecment at Various Sites

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

None

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Please See Attached

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

(Authorized Signature in Ink)

Witness

(Printed Name of Above Signer)

Javier Rodriguez

President.

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

12/9/24

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Dekora, LLC

1. PROJECT: Various City Parks DATE: 2023-2024

   LOCATION: 444 SW 2ND Ave, 8th Floor, Miami FL 33130

OWNER REPRSENTATIVE: Name: Tommaso Calautti

Title: Senior Construction Coordinator

Email: tcalautti@miamigov.com

2. PROJECT: Fire Station Rennovations DATE: 2023-2024

   LOCATION: 1151 NW 7 ST Miami, Fl 33136

OWNER REPRSENTATIVE: Name: Pete Saavedra

Title: Facilities Coordinator

Email: PSaavedra@miamigov.com

3. PROJECT: Hollow metal Door replacecment at Various Sites DATE: 2023-2024

   LOCATION: 90050 Overseas Highway

   Tavernier, FL 33070

OWNER REPRSENTATIVE: Name: Jeff Barrow

Title: Director of Maintenance

Email: Jeff.Barrow@KeysSchools.com

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Dekora, LLC.

2. This sworn statement is submitted by Dekora, LLC (entity submitting sworn statement), whose business address is 12011 SW 129TH CT Unit #5 Miami FL 33186 and its Federal Employer Identification Number (FEIN) is 26-3531092. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A.

3. My name is Javier Rodriguez (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/9/24
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 09 Day of DECEMBER, 2024, by JAVIER RODRIGUEZ, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: _____

PRINT: LISETTE COMPANIONI
Notary Public, State at large
My Commission Expires: 07/06/24

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| | | | |
| MAILING ADDRESS<br>N/A | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |
| | | | |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Randy Padilla
Typed name:

Alona Garcia
Typed name:

**BIDDER:**

By:

Name: Javier Rodriguez

Title: President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09, DECEMBER 2024 (*date*) by JAVIER RODRIGUEZ who is personally known to me or who has produced _____ as identification.

My commission expires:

L. Comp
NOTARY PUBLIC

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

| | |
|---|---|
| Signature | Javier Rodriguez<br>Printed Name |
| Dekora, LLC<br>Bidder Name | 12/9/2024<br>Date |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

L Comp
**WITNESS**

**CONTRACTOR**

12/9/2024
**DATE**

**CITY OF PLANTATION**

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Dekora, LLC
Company's Name

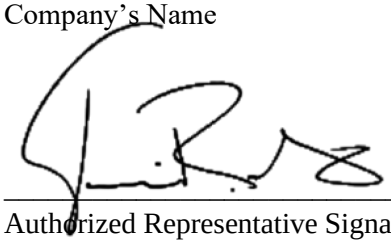

Authorized Representative Signature

Javier Rodriguez / President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Javier Rodriguez, am the undersigned Secretary of Dekora, LLC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 12011 SW 129TH CT Unit #5 Miami FL 33186. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 9 day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Javier Rodriguez (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for 077-24 Windows and Doors Replacement FS #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9 day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a LLC corporation, do certify that Javier Rodriguez (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Javier Rodriguez | | President | | |
| | | | | |
| | | | | |

This 9 day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Dekora, LLC

By (sign): 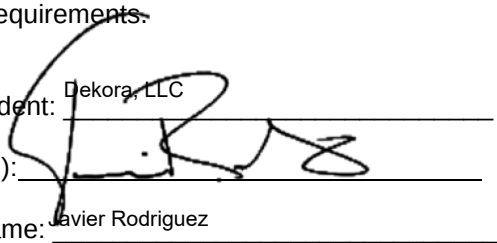

Print Name: Javier Rodriguez

## NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF N/A

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

## NOTARY BLOCK FOR A CORPORATION

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/9/24 (*date*) by JAVIER RODRIGUEZ (*name of officer or agent, title of officer or agent*), of DEMOWA, LLC (*name of corporation acknowledging*), a LLC (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: L. Comp.

NOTARY PUBLIC

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/9/24 (*date*) by JAVIER RODRIGUEZ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of DENOMA, LLC (*name of company acknowledging*), a LLC. (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

L. Companioni

NOTARY PUBLIC

LISETTE COMPANIONI
Notary Public - State of Florida
Commission # HH 383258
My Comm. Expires Jul 6, 2027
Bonded through National Notary Assn.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

N/A

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

| Year | Description | ID/Serial number | Manufacturer | Model |
|---|---|---|---|---|
| 2011 | Thermo plastic Melter | 1C9B11628A1288649 | Thermoplastic Melter | 1500DH |
| 2019 | Bobcat Tiller | 55106513 | Bobcat | 76IN |
| 2021 | Bobcat Tiller | 55107546 | Bobcat | 76IN |
| 2023 | Bobcat Rotary Tiller | 55108227 | Bobcat | Rotary |
| 2023 | Scorpion Trailer | 4T9TA1715H1M71557 | TrafFix Scorpion | Trailer Attenuator |
| 2024 | Scorpion Trailer | 4T9TA1713H1M71606 | TrafFix Scorpion | Trailer Attenuator |
| 2018 | Scorpion Trailer | 1E9TF160DVC522491 | TrafFix Scorpion | Trailer Attenuator TL-3 |
| 2023 | Gator Trailer | 4Z1HD2524PS015822 | Aardvark | 20+5 |
| 2023 | Gator Trailer | 4Z1PB2529PS015820 | Gator Made | 25 Pintle Flat Trailer |
| 2017 | Triple Crown Trailer | 1XNC24144H1078200 | Triple Crown | 7X24 |
| 2022 | Dump Trailer | 3EUDB1422N1009808 | Iron Bull | Dump Trailer |
| 2009 | 10 TON TRAILER | 4MNDP142091000700 | BEBU | 10 TON |
| 2020 | RED Downing RPM Trailer | DO406042020 | Downing RPM | 28000 |
| 2020 | RED Downing RPM Trailer | DO409052020 | Downing RPM | 28000 |
| 2022 | Skid Steer Bobcat Compact Track Loader Close Cab | B4CE20859 | Bobcat | T76 T4 V2 |
| 2019 | Skid Steer Bobcat Compact Track Loader | B3CA15412 | Bobcat | T740 |
| 2022 | Skid Steer Bobcat Compact Track Loader | B4CE18291 | Bobcat | T76 |
| 2023 | Skid Steer Bobcat Compact Track Loader | B5FF12049 | Bobcat | T650 |
| 2022 | Skid Steer Bobcat Compact Track Loader | B4CE19271 | Bobcat | T76 |
| 2016 | Bobcat E63 Excavator | B34R11634 | Bobcat | E63 Excavator |
| 2022 | Bobcat excavator | B4GP14369 | Bobcat | E50 |
| 2023 | Bobcat MINI EXCAVATOR | B4GR14690 | Bobcat | E60 |
| 2024 | Bobcat Excavator Mini/Compact | B4NM14132 | Bobcat | E88 Excavator |
| 2019 | Backhoe Loader | HWB02175 | Caterpillar | 416F2 HRC |
| 2018 | Caterpillar Hydraulic Excavator | HDK10184 | Caterpillar | 313FLGC |

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## ALFARO, MAURICIO

DEKORA, LLC
1120 CORDOVA STREET
CORAL GABLES FL 33134

**LICENSE NUMBER: CGC1519267**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

6646

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Merchant Insurance Solutions<br>9220 Bonita Beach Road Suite 200-15<br>Bonita Springs FL 34135 | **CONTACT NAME:** Staci Merchant<br>**PHONE (A/C, No, Ext):** (239) 273-2931 **FAX (A/C, No):** (866) 406-4983<br>**E-MAIL ADDRESS:** nealm@merchantinsurancesolutions.com |
| **INSURED**<br>DEKORA, LLC<br>12011 SW 129TH CT UNIT 5<br>Miami FL 33186 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** FLORIDA CITRUS BUSINESS & INDUSTRIES FUN / N/A<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65117 | 01/10/2024 | 01/10/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City Of Plantation
400 NW 73rd AVENUE
PLANTATION, FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Amanda Nogues | |
|---|---|---|
| Eastern Insurance Group, Inc.<br>7400 SW 50th Terrace<br>Suite 100<br>Miami FL 33155 | PHONE (A/C, No, Ext): (305) 595-3323 | FAX (A/C, No): (305) 595-7135 |
| | E-MAIL ADDRESS: amanda.nogues@eigrisk.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Dekora, LLC<br>12011 SW 129 Ct, Unit 5<br>Miami FL 33186 | INSURER A : Admiral Insurance Company | 24856 |
| | INSURER B : Landmark American Insurance Co | 33138 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2024 Dekora Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CA000043712-04 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 150,000 |
| | | | | | | | MED EXP (Any one person) | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Employee Benefits | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | LHA603789 | 11/18/2024 | 11/18/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DEKORA LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12011 SW 129TH COURT Unit 5

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI, FL 33186

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 3 | 5 | 3 | 1 | 0 | 9 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ _____ Date ▶ 01/04/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*



6649

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1720199

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Dekora LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

# ARTICLE VI
# PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

**Company ID Number:** 1720199

## Approved by:

| **Employer** | |
|---|---|
| Dekora LLC | |
| **Name** (Please Type or Print)<br>Javier rodriguez | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2021 |

**Company ID Number:** 1720199

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | Dekora LLC |
| **Company Facility Address** | 12011 SW 129 CT Unit # 5<br>Miami, FL 33186 |
| **Company Alternate Address** | |
| **County or Parish** | MIAMI-DADE |
| **Employer Identification Number** | 263531092 |
| **North American Industry Classification Systems Code** | 238 |
| **Parent Company** | |
| **Number of Employees** | 1 to 4 |
| **Number of Sites Verified for** | 1 site(s) |

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| FL | 1 |

**Company ID Number:** 1720199

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Javier Rodriguez |
| Phone Number | 7865731872 |
| Fax | |
| Email | dekorallc@gmail.com |

**Company ID Number:** 1720199

This list represents the first 20 Program Administrators listed for this company.

005763

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5593406

BUSINESS NAME/LOCATION
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
12011 SW 129TH CT 5
MIAMI FL 33186

RECEIPT NO.
RENEWAL
7468323

**EXPIRES**
**SEPTEMBER 30, 2025**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
ROGAR MANAGEMENT & CONSULTING OF FLORIDA LLC
C/O JAVIER RODRIGUEZ MGR
Worker(s) 1

SEC. TYPE OF BUSINESS
196 SPECIALTY BUILDING CONTRACTOR
16BS00645

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 07/11/2024
INT-24-424551

**This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder s qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.**

**The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.**

For more information, visit www.miamidade.gov/taxcollector






# Detail by Entity Name

Florida Limited Liability Company
DEKORA, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L08000099777 |
| **FEI/EIN Number** | 26-3531092 |
| **Date Filed** | 10/23/2008 |
| **Effective Date** | 10/22/2008 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Mailing Address**

12011 SW 129TH CT
UNIT 5
miami, FL 33186

Changed: 04/05/2019

**Registered Agent Name & Address**

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Name Changed: 04/05/2019

Address Changed: 04/05/2019

**Authorized Person(s) Detail**

**Name & Address**

Title President

RODRIGUEZ, JAVIER
12011 SW 129TH CT
UNIT 5
miami, FL 33186

Title VP

ALFARO, MAURICIO
12011 SW 129TH CT
UNIT 5
miami, FL 33186

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 01/26/2022 |
| 2023 | 01/23/2023 |
| 2024 | 01/23/2024 |

**Document Images**

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| 01/23/2024 -- ANNUAL REPORT | View image in PDF format |
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| 04/14/2016 -- ANNUAL REPORT | View image in PDF format |
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| 04/17/2013 -- ANNUAL REPORT | View image in PDF format |
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| 04/26/2011 -- ANNUAL REPORT | View image in PDF format |
| 03/31/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2009 -- ANNUAL REPORT | View image in PDF format |
| 10/23/2008 -- Florida Limited Liability | View image in PDF format |

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Dekora, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Dekora, LLC

# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| TAFUR CORP-BEC | IXPISOM M | | VP | 786 781-0600 | EGM.TAFUR@GMAIL.COM |
| Hartzell | mike Goodwin | | P. D | 954-658-0515 | mgoodwin@myhartzell.com |
| PRESCO SOUTH CONSTRUCTION | RHONNY ALEX | | PM | 954 997 3714 | PSC@PRESCOSOUTH.COM |
| ARZ Builders Inc | GEORGE JAUDE | | Pres. | 561 239 9923 | george@ARZBuilders.com |
| TERESTA Construction | Hileidys VALES | | OP | 786 226 4476 | MVALES@TERESTACONSTRUCTION.COM |
| BHP Windows | Yasmany | | P | 786 371 3126 | yasmany@bhpwindows.com |

## WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this Site Visit sign in form, I hereby waive, release, and indemnify the City of Plantation, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for City **ITB # 077-24**. By signing this form and as a participant in this Site Visit I affirm that I am physically able to participate in the City of Plantation's prebid Site Visit. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin.

# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| J&JC CONSTRUCTION | JOSE CAPELLAN JR. | | PM | (954) 439-0885 | jcapellan@jjcconstruction.net |
| Adal FGC | Benact Berhow | | PM | 786-208-3493 | berhon1953@gmail |
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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| Coast to Coast Garage Door | Jerome Payne | | | 954 607 9054 | JPayne@C2Cgaragedoors.com |
| A1 Property Services | Geo Madrigal Lucas Rodriguez | | | 786-714-4416 | geo@a1propertyservices.net |
| Aarya construction & design | Nicholas/Eric Sami | | | 786-267-7436 | eric@aaryaconstruction.com Nick@aaryaconstruction.com |
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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| DEKORA, LLC | Mauricio Alegro | | VP | (786) 573-1872 | Dekorallc@gmail.com |
| Services One | Fdo. Zapata | | Pres | 617-602-0553 | Servicesone4@gmail.com |
| SFL Property Maintenance Corp | Armando Figueruello | | Owner | (786) 362 4574 | armando@SFL-Propertymaintenance.com |
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## WAIVER AND RELEASE OF LIABILITY

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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| VPR construction | Andy R | Andy R | V.P | 754-204-3610 | andy@VPRconstructioncorp.com |
| South Florida Win + Doors | B | Brandon Rodemm | Res Div Dir | (954) 914-2679 | Brandon@myflwindows.com |
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## WAIVER AND RELEASE OF LIABILITY

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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| Atlas Door & Gate Inc | Lazaro Diaz | | President | 305 463 9218 | Atlas12yora@gmail.com |
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## WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this Site Visit sign in form, I hereby waive, release, and indemnify the City of Plantation, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for City **ITB # 077-24**. By signing this form and as a participant in this Site Visit I affirm that I am physically able to participate in the City of Plantation's prebid Site Visit. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin.

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 9th day of December, 2024, before me, the undersigned authority, personally appeared Nicole Perez, to me known to be the individual described in and who executed the foregoing instrument as Owner / Vice President of SFL Property Maintenance Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Nicole Perez

WITNESS my hand and official seal the date aforesaid.

B Figueredo (Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____. to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** SFL Property Maintenance Corp **Date:** 12/06/2024

**Base Bid Total:** 408,759.82

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☑ or No ☐

If Yes, please list the equivalent product(s) below:

-Eurocraft EC-600 Commercial Door with 1 3/16" insulated glass, Low E, solarban xl70
-Eurocraft EC-300 Horizontal Slider with 1 1/16" insulated glass, Low E, solarban xl70
-Overhead Door RHX Heavy Duty Commercial Operator
-Overhead Door 610 Rolling Steel Service Door
-Specifications for each equivalent product is included in the bid package

Signature: Nicole Perez Printed Name: Nicole Perez

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* SFL Property Maintenance Corp

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 408,759.82 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 527,877.18 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Nicole Perez, on this _____, day of_____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB No. 077-24.

Addenda Numbers Received:

Addendum No. 1 10/7/24

Addendum No. 2 10/21/24

Addendum No. 3 10/24/24

Addendum No. 4 10/28/24

Addendum No. 5 10/30/24

Addendum No. 6 11/19/24

Addendum No. 7 11/19/24

AUTHORIZED SIGNATURE: Nicole Perez

PRINTED NAME OF ABOVE: Nicole Perez

TITLE OF ABOVE: Owner

COMPANY NAME: SFL Property Maintenance Corp

# EUROCRAFT INDUSTRIES INC.

## *SERIES 600 COMMERCIAL DOOR*
## *(HVHZ)(IMPACT)*

GENERAL NOTES:

1. THE PRODUCT SHOWN HEREIN IS DESIGNED AND MANUFACTURED TO COMPLY WITH THE CURRENT EDITION FLORIDA BUILDING CODE (FBC) INCLUDING HVHZ. ALL PRODUCTS UNDER THE SCOPE OF THIS DOCUMENT HAVE BEEN EVALUATED ACCORDING TO THE FOLLOWING:
   - ASTM E283-04
   - ASTM E331-00(09)
   - ASTM E1886-13a
   - ASTM E1996-14a
   - TAS 201-94
   - TAS 202-94
   - TAS 203-94

2. ADEQUACY OF THE EXISTING STRUCTURAL CONCRETE/MASONRY, 2X AND METAL STUD FRAMING AS A MAIN WIND FORCE RESISTING SYSTEM CAPABLE OF WITHSTANDING AND TRANSFERRING APPLIED PRODUCT LOADS TO THE FOUNDATION IS THE RESPONSIBILITY OF THE ENGINEER OR ARCHITECT OF RECORD FOR THE PROJECT OF INSTALLATION.

3. 1X AND 2X BUCKS (WHEN USED) SHALL BE DESIGNED AND ANCHORED TO PROPERLY TRANSFER ALL LOADS TO THE STRUCTURE. BUCK DESIGN AND INSTALLATION IS THE RESPONSIBILITY OF THE ENGINEER OR ARCHITECT OF RECORD FOR THE PROJECT OF INSTALLATION.

4. INSTALL INDIVIDUAL INSTALLATION ANCHORS WITHIN A TOLERANCE OF ±1/4 INCH OF THE DEPICTED LOCATION IN THE ANCHOR LAYOUT DETAIL (I.E., WITHOUT CONSIDERATION OF TOLERANCES). TOLERANCES ARE NOT CUMULATIVE FROM ONE INSTALLATION ANCHOR TO THE NEXT.

5. THE INSTALLATION DETAILS DESCRIBED HEREIN ARE GENERIC AND MAY NOT REFLECT ACTUAL CONDITIONS FOR A SPECIFIC SITE. IF SITE CONDITIONS CAUSE INSTALLATION TO DEVIATE FROM THE REQUIREMENTS DETAILED HEREIN, A LICENSED ENGINEER OR ARCHITECT SHALL PREPARE SITE SPECIFIC DOCUMENTS FOR USE WITH THIS DOCUMENT IN HVHZ AREAS.

6. APPROVED IMPACT PROTECTIVE SYSTEM **IS NOT REQUIRED** TO PROTECT THIS PRODUCT IN AREAS REQUIRING IMPACT RESISTANCE.

7. WINDOW FRAME MATERIAL: ALUMINUM 6005-T5 & 6063-T6

8. GLASS MEETS THE REQUIREMENTS OF ASTM E1300 GLASS CHARTS. SEE SHEET 2 FOR GLAZING DETAILS.

**TABLE OF CONTENTS**


| SHEET | DESCRIPTION |
|---|---|
| 1 | GENERAL NOTES |
| 2 | GLAZING DETAILS |
| 3 | ELEVATIONS (10') |
| 4 | ELEVATIONS (10' WITH TRANSOM) |
| 5 | ELEVATIONS (8') |
| 6 | ELEVATIONS(8' WITH TRANSOM) |
| 7 | VERTICAL SECTIONS |
| 8 | HORIZONTAL SECTIONS |
| 9 | HORIZONTAL SECTIONS |
| 10 | HARDWARE OPTIONS |
| 11 | MULLION LOAD JAMB CAPACITY |
| 12 | INSTALLATION NOTES AND ANCHOR DETAILS |
| 13 | BILL OF MATERIALS |
| 14 | COMPONENTS |


| DESIGN PRESSURE RATING | | |
|---|---|---|
| GLAZING TYPE | MAX DESIGN PRESSURE | MISSILE RATING |
| G-1,G-2,G-3 & G-4 | SEE SHEET 3-6 FOR DESIGN PRESSURE TABLE | LARGE & SMALL IMPACT |


EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872


TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
GENERAL NOTES


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD, STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com


| REMARKS | BY | DATE |
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FLORIDA P.E. No 73778
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398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 1

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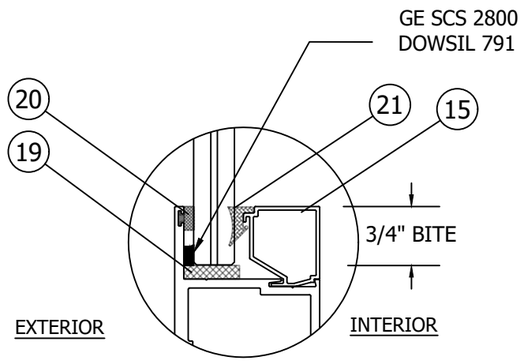


## GLAZING DETAIL 1

**GLASS TYPE 1:**
9/16" LAMINATED GLASS:
1/4" HEAT STRENGTHENED GLASS
0.090" TROFISOL PVB INTERLAYER BY KURARAY OF AMERICA
1/4" HEAT STRENGTHENED GLASS

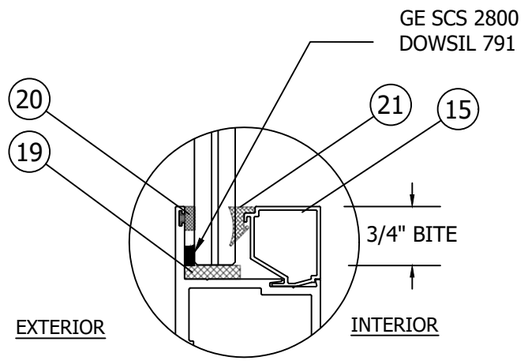


## GLAZING DETAIL 2

**GLASS TYPE 2:**
9/16" LAMINATED GLASS:
1/4" HEAT STRENGTHENED GLASS
0.090" SG INTERLAYER BY KURARAY OF AMERICA
1/4" HEAT STRENGTHENED GLASS

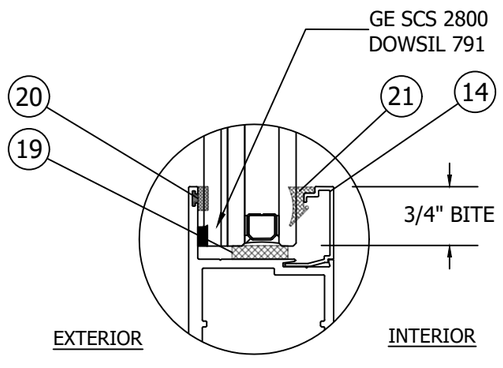


## GLAZING DETAIL 3

**GLASS TYPE 3:**
1 3/16" INSULATED LAMINATED GLASS:
3/16" HEAT STRENGTHENED GLASS
0.090" TROFISOL PVB INTERLAYER BY KURARAY OF AMERICA
3/16" HEAT STRENGTHENED GLASS
1/2" AIR SPACE
1/4" TEMPERED GLASS

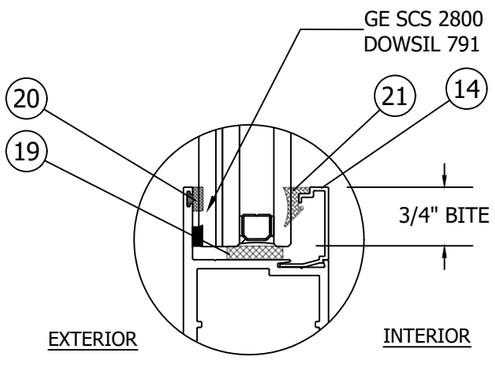


## GLAZING DETAIL 4

**GLASS TYPE 4:**
1 3/16" INSULATED LAMINATED GLASS:
3/16" HEAT STRENGTHENED GLASS
0.090" SG INTERLAYER BY KURARAY OF AMERICA
3/16" HEAT STRENGTHENED GLASS
1/2" AIR SPACE
1/4" TEMPERED GLASS

GLAZING NOTES:
1. GLASS TYPE SHALL COMPLY WITH ASTM E1300 REQUIREMENTS.
2. SETTING BLOCKS TO BE LOCATED AT 1/4 SPAN LENGTH FOR GLASS WIDER THAN 36" AS PER FBC CHAPTER 24.
3. SETTING BLOCK DUROMETER HARDNESS OF 70-90 (SHORE A) AS REFERENCED IN FBC CHAPTER 24.
4. GLASS TYPE SHALL COMPLY WITH APPLICABLE GLAZING REQUIREMENTS PER CHAPTER 24 OF THE FBC

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
GLAZING DETAILS

PREPARED BY:
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DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com

| REMARKS | BY | DATE |
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DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 2

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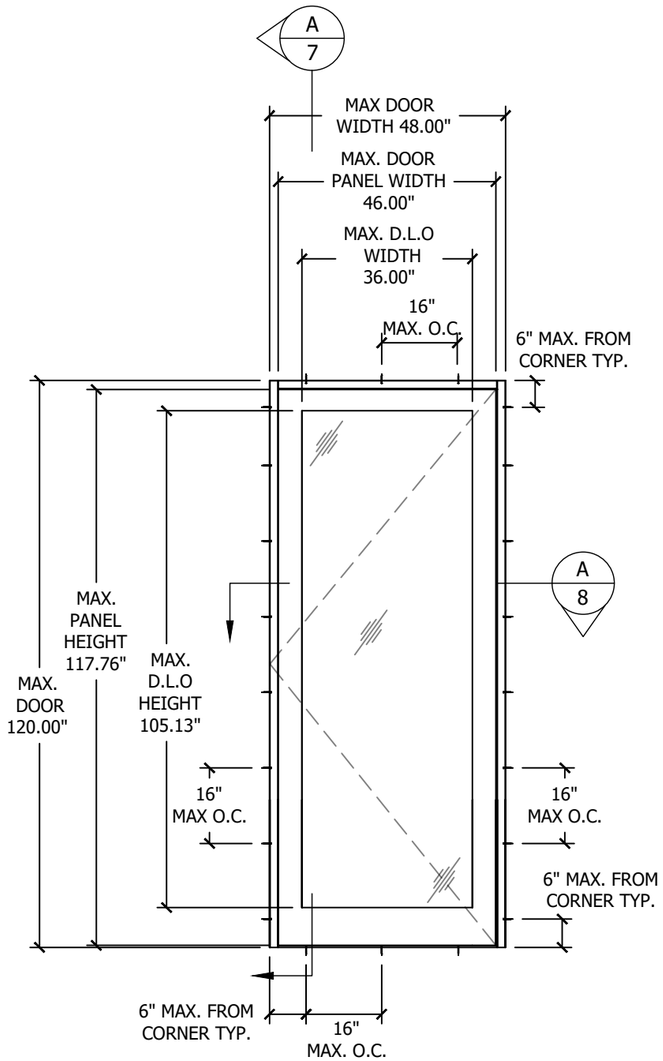


ELEVATION

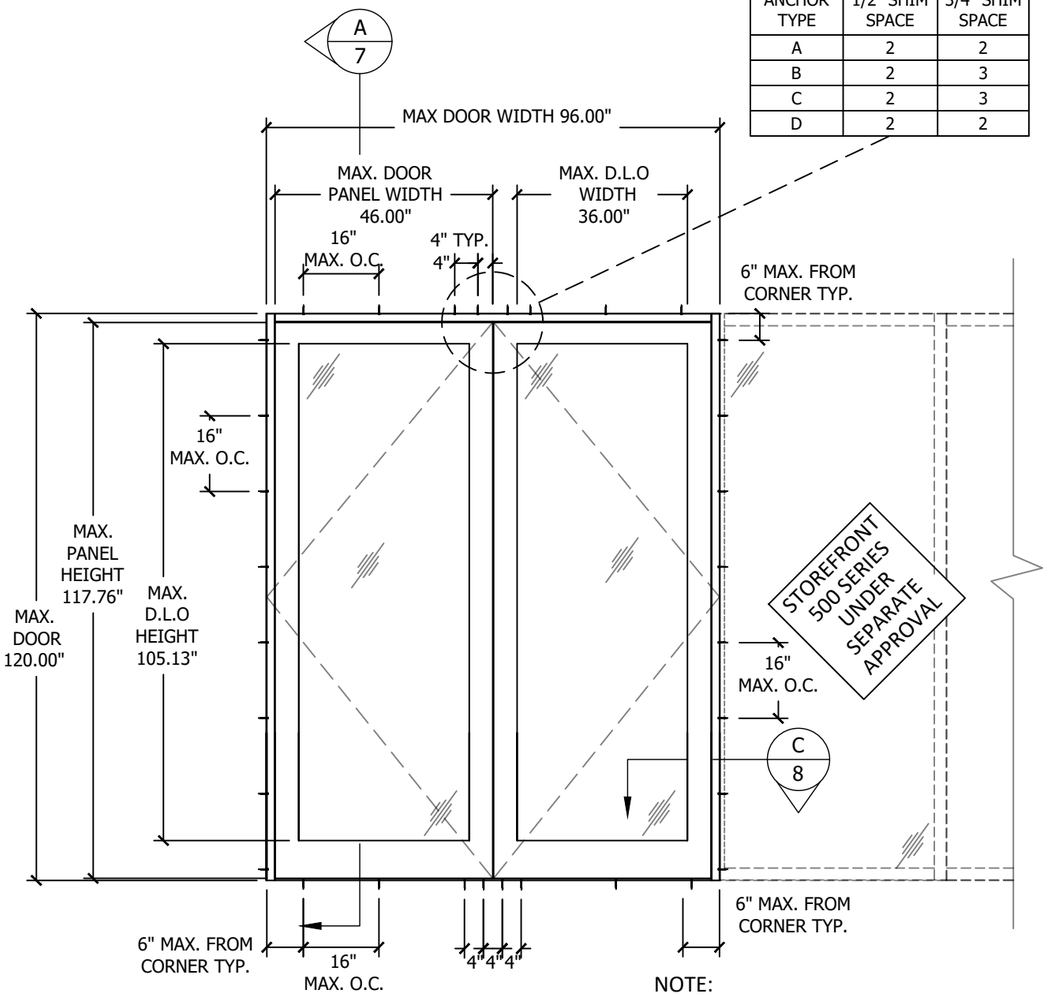


ELEVATION

| NO. OF ADDITIONAL ANCHORS AT ASTRAGAL ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

NOTE:
STOREFRONT 500 SERIES APPLICABLE FOR BOTH SINGLE & DOUBLE DOORS

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +120 PSF | G2, G4 |
| NEGATIVE | -120 PSF | |
| WITH ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

D.L.O. DAYLITE OPENING.
F.H. FRAME HEIGHT.
F.W. FRAME WIDTH.
D.O. DOOR OPENING
W/ WITH
W/O WITHOUT
O.C. ON CENTER

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MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

ELEVATIONS (10')

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| REMARKS | BY | DATE |
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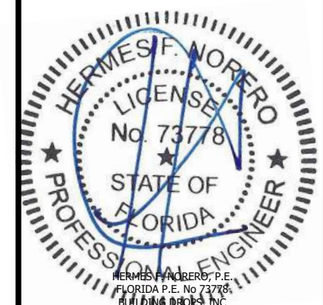


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FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

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| NO. OF ADDITIONAL ANCHORS AT TRANSOM ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

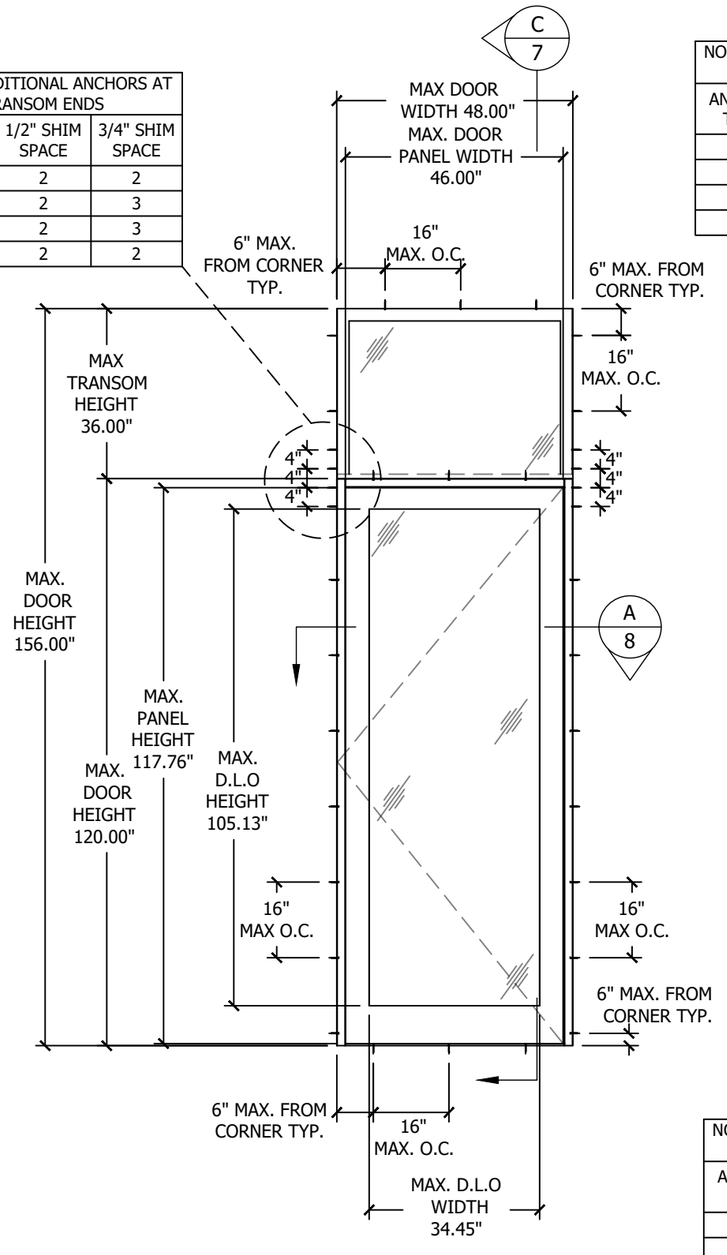


ELEVATION

| NO. OF ADDITIONAL ANCHORS AT ASTRAGAL ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

| NO. OF ADDITIONAL ANCHORS AT TRANSOM ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 4 |
| B | 2 | 4 |
| C | 2 | 4 |
| D | 2 | 4 |

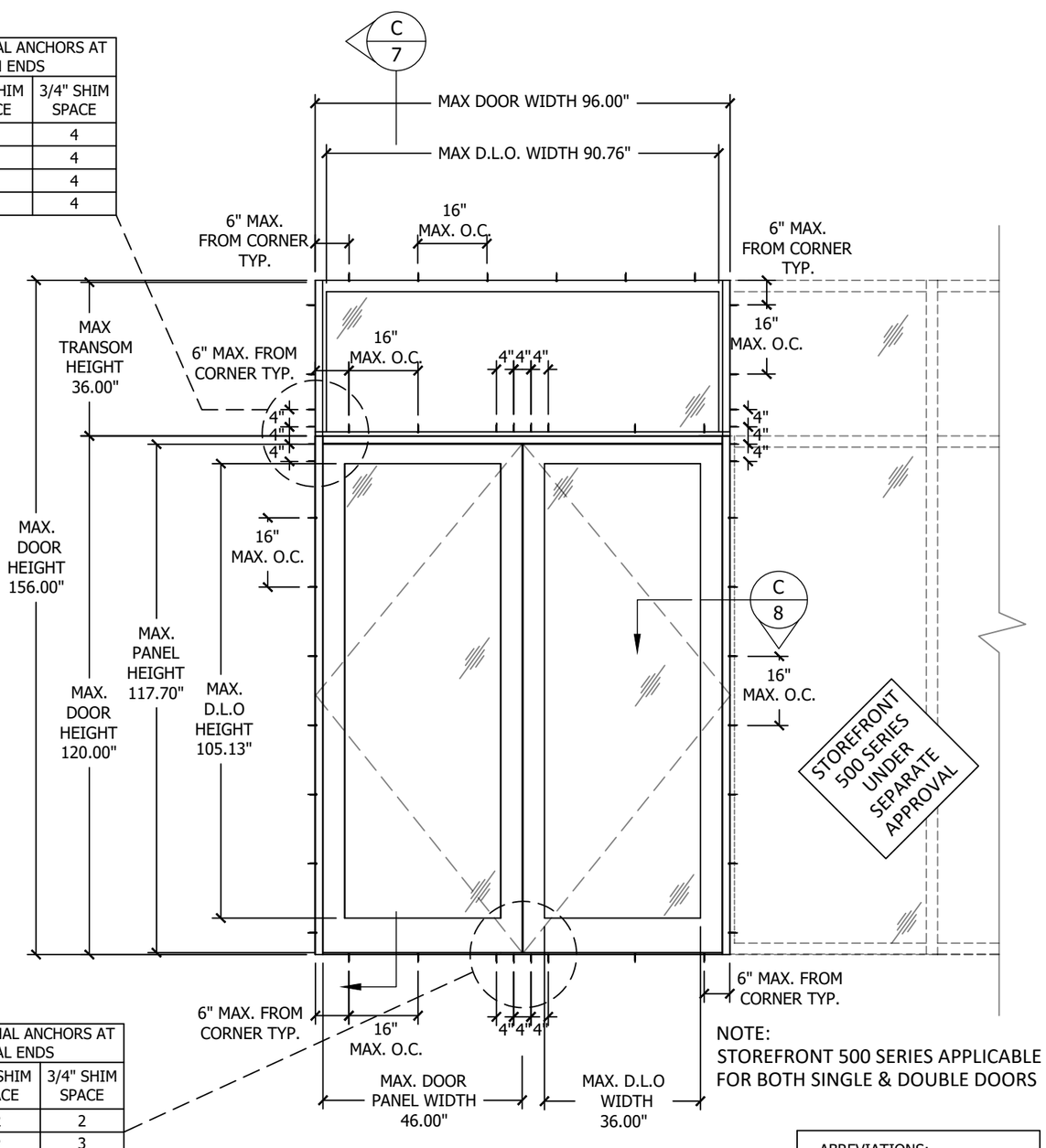


ELEVATION

NOTE:
STOREFRONT 500 SERIES APPLICABLE FOR BOTH SINGLE & DOUBLE DOORS

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +120 PSF | G2, G4 |
| NEGATIVE | -120 PSF | |
| WITH ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

| | |
|---|---|
| D.L.O. | DAYLITE OPENING. |
| F.H. | FRAME HEIGHT. |
| F.W. | FRAME WIDTH. |
| D.O. | DOOR OPENING |
| W/ | WITH |
| W/O | WITHOUT |
| O.C. | ON CENTER |


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ELEVATIONS (10' WITH TRANSOM)


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CHK. BY: HFN
SCALE: NTS
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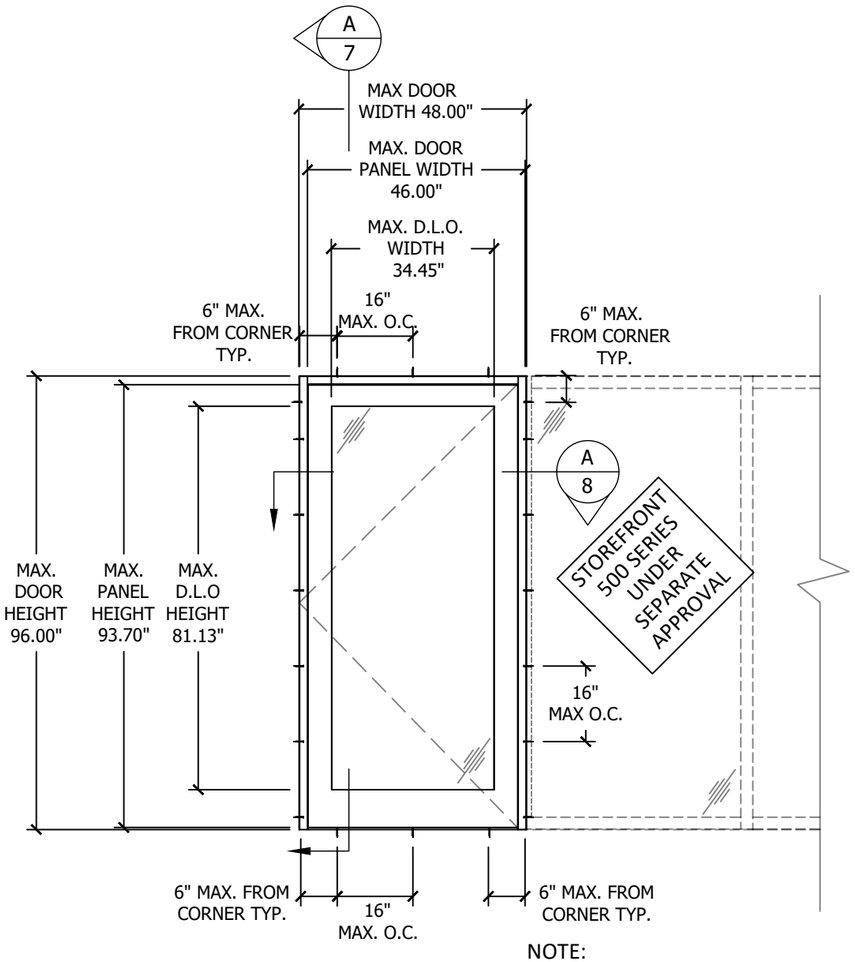


NOTE:
STOREFRONT 500 SERIES APPLICABLE
FOR BOTH SINGLE & DOUBLE DOORS

## ELEVATION

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|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

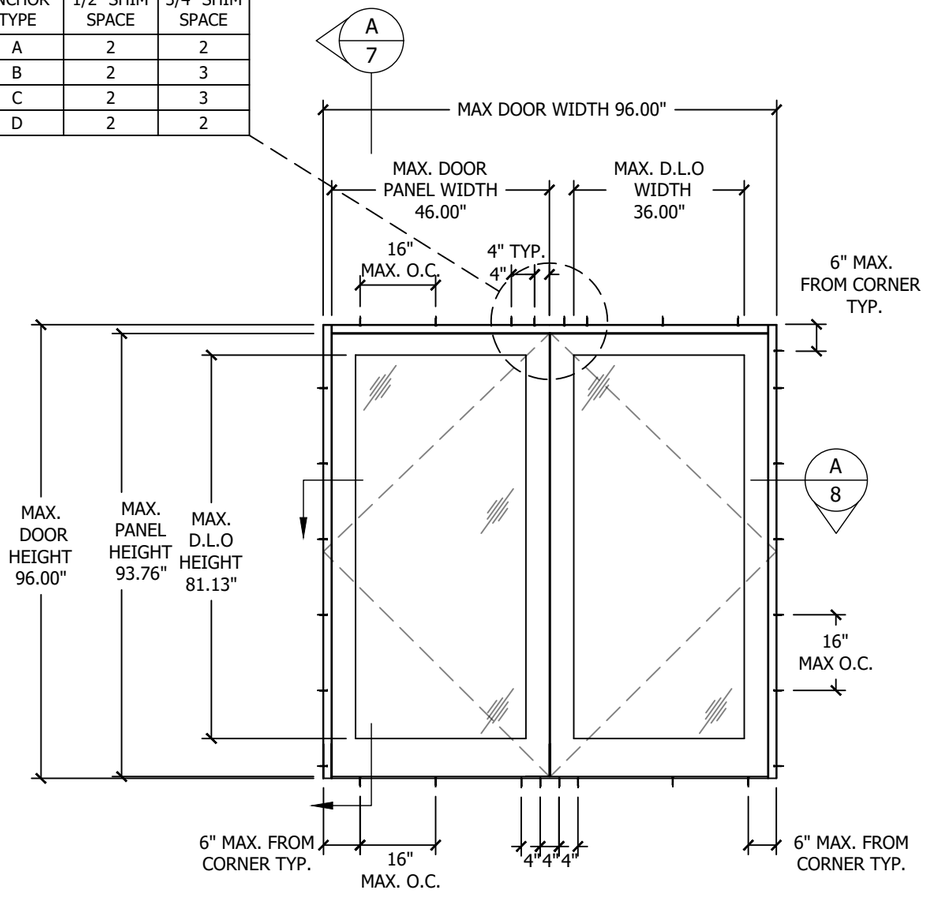


## ELEVATION

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +140 PSF | G1 , G2 , G3 , G4 |
| NEGATIVE | -140 PSF | |
| WITHOUT ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

D.L.O. DAYLITE OPENING.
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ELEVATIONS (8')

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DWG. #: ECI030
SHEET: 5
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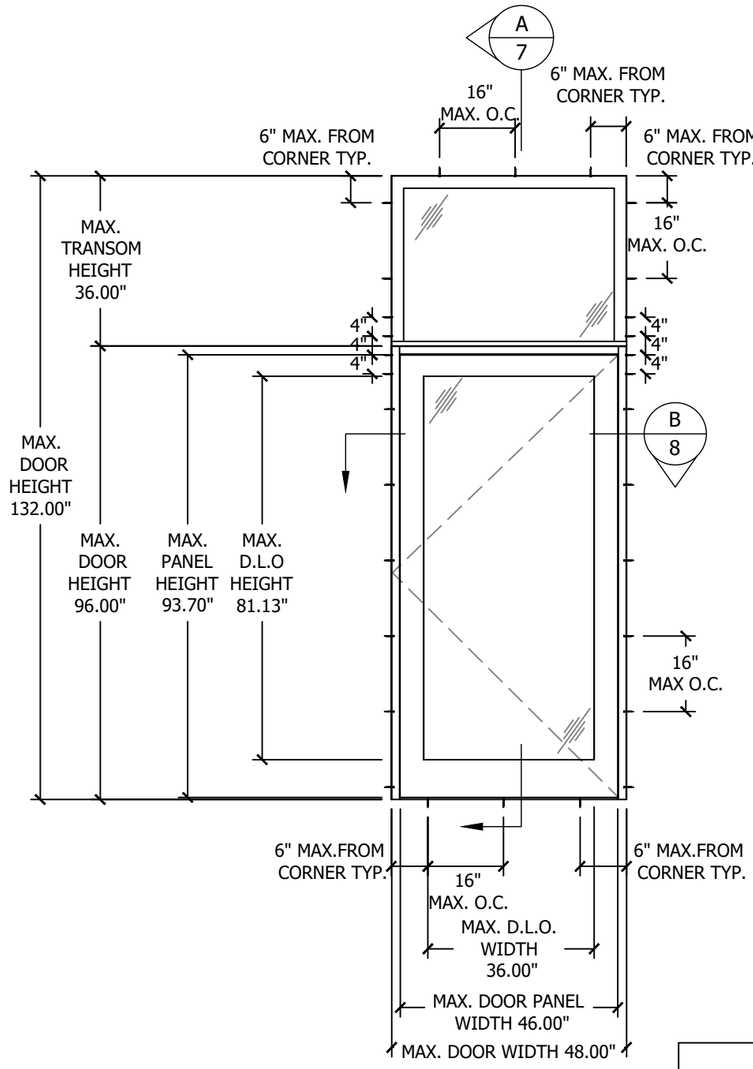


ELEVATION

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +140 PSF | G1 , G2 , G3 , G4 |
| NEGATIVE | -140 PSF | |
| WITHOUT ASTRAGAL REINFORCEMENT ITEM #16 | | |

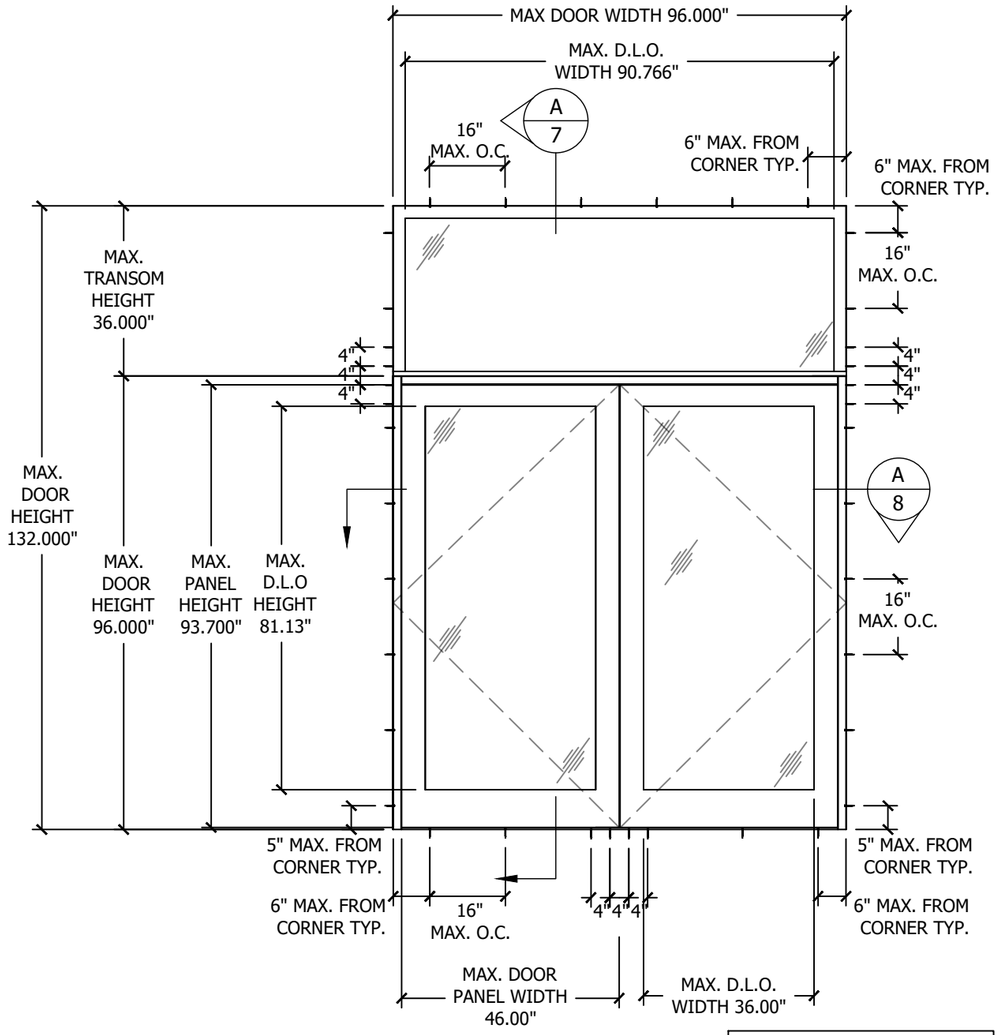


ELEVATION

ABREVIATIONS:

| | |
|---|---|
| D.L.O. | DAYLITE OPENING. |
| F.H. | FRAME HEIGHT. |
| F.W. | FRAME WIDTH. |
| D.O. | DOOR OPENING |
| W/ | WITH |
| W/O | WITHOUT |
| O.C. | ON CENTER |

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

ELEVATIONS (8' WITH TRANSOM)

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com

| REMARKS | BY | DATE |
|---|---|---|
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HERMES F. NORIEGA, P.E.
FLORIDA P.E. No 73778
FOR:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 6

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* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL

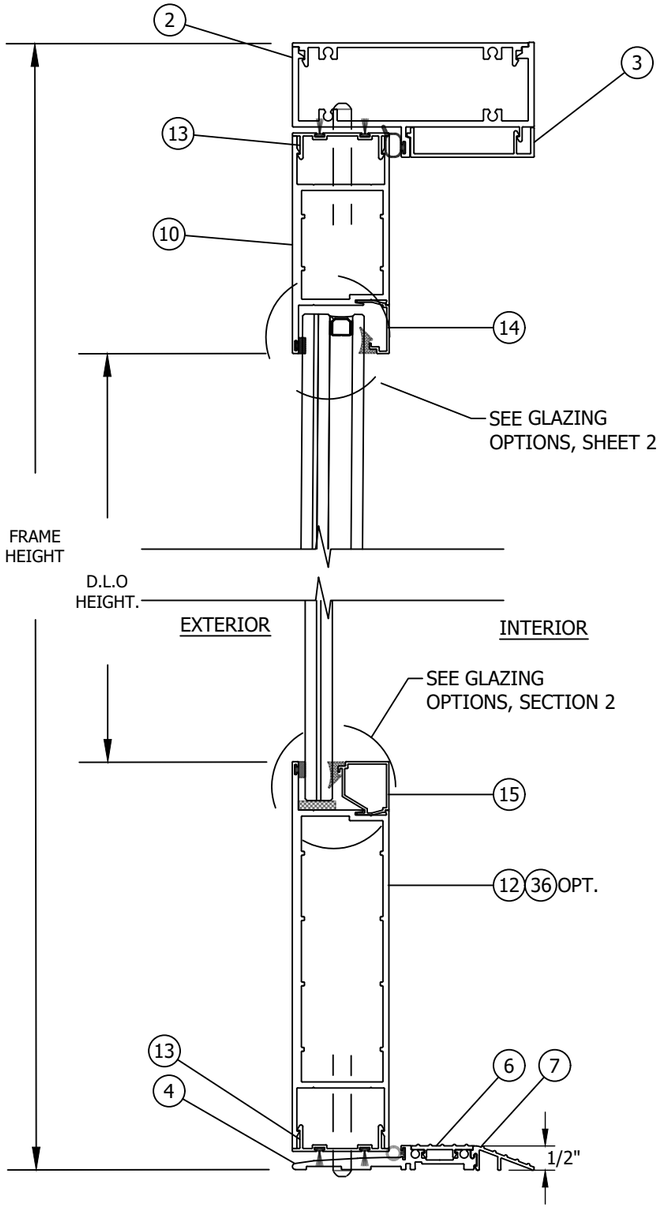


A/7 VERTICAL SECTION

HEAD -ADA SILL

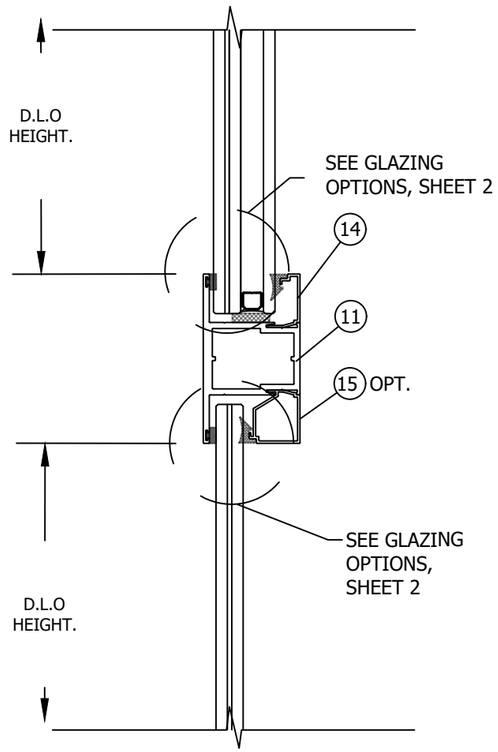


B/7 VERTICAL SECTION

MEETING RAIL
OPTIONAL

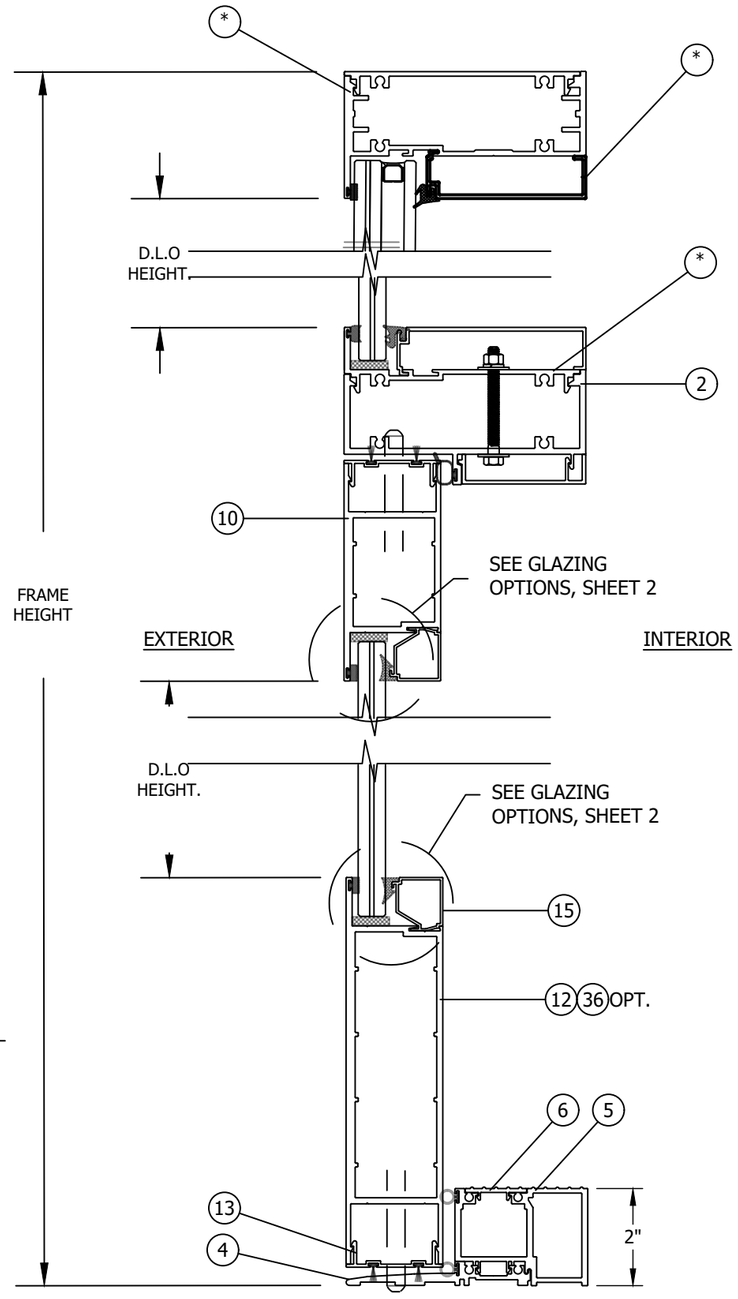


C/7 VERTICAL SECTION

HEAD W/TRANSOM- WATER SILL


EUROCRAFT

7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872


TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

VERTICAL SECTIONS


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com


| REMARKS | BY | DATE |
|---|---|---|
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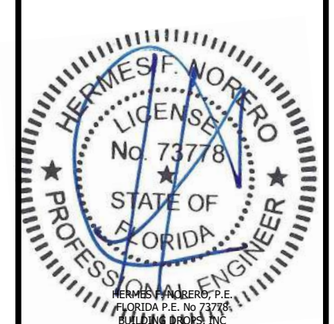



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FLORIDA P.E. No 73778
BUILDING DROPS, INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 7

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* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL

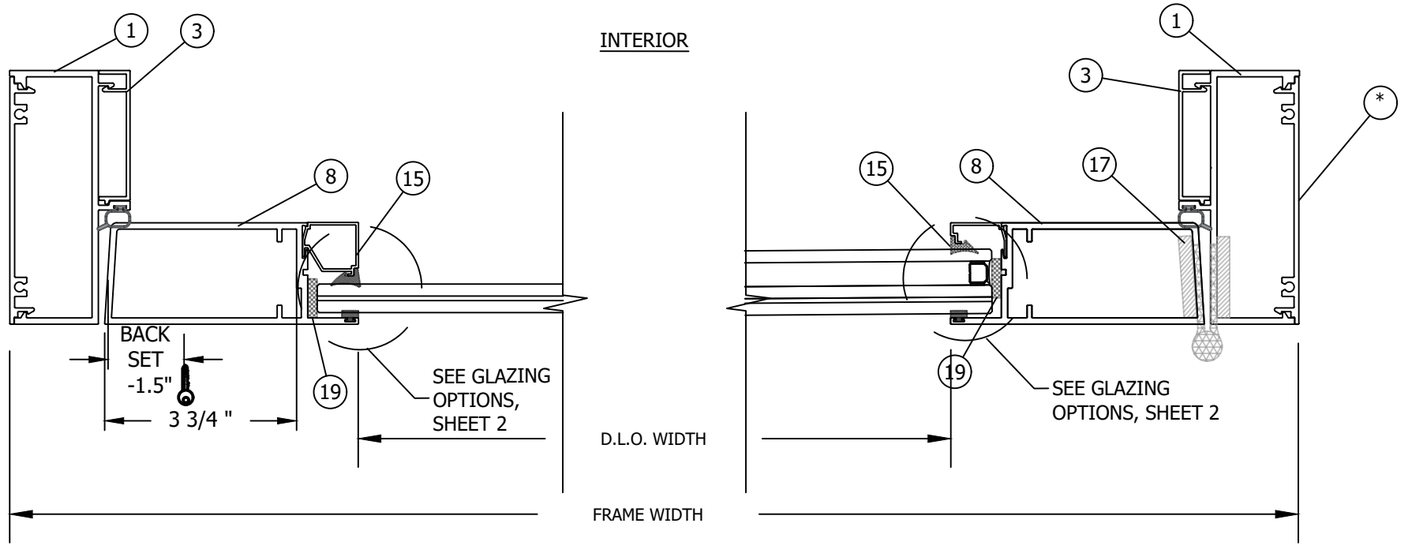


## A/8 HORIZONTAL SECTION

JAMBS

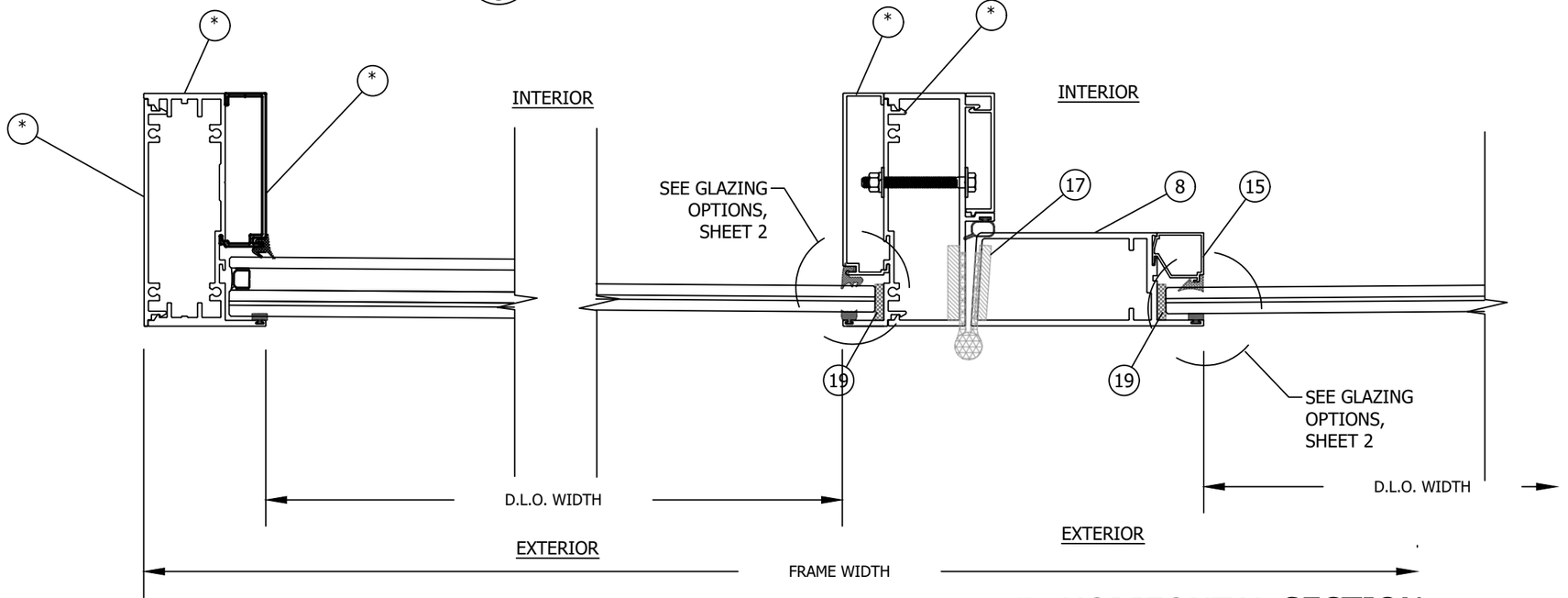


## B/8 HORIZONTAL SECTION

SIDELITE

## C/8 HORIZONTAL SECTION

DOOR JAMB W/SIDELITE


EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872


TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

HORIZONTAL SECTIONS


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com


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HERMES F. NORIEGA LICENSE No. 73778 STATE OF FLORIDA PROFESSIONAL ENGINEER

HERMES F. NORIEGA, P.E.
FLORIDA P.E. No 73778
BUILDING DROPS INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

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DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 8

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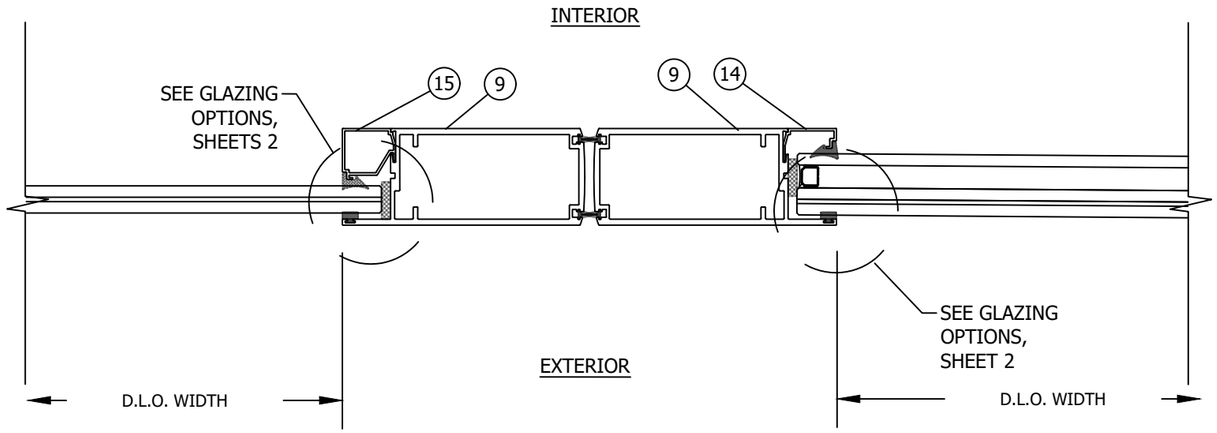


## A/9 HORIZONTAL SECTION

ASTRAGAL WITHOUT REINFORCEMENT DOOR HEIGHT < 96"

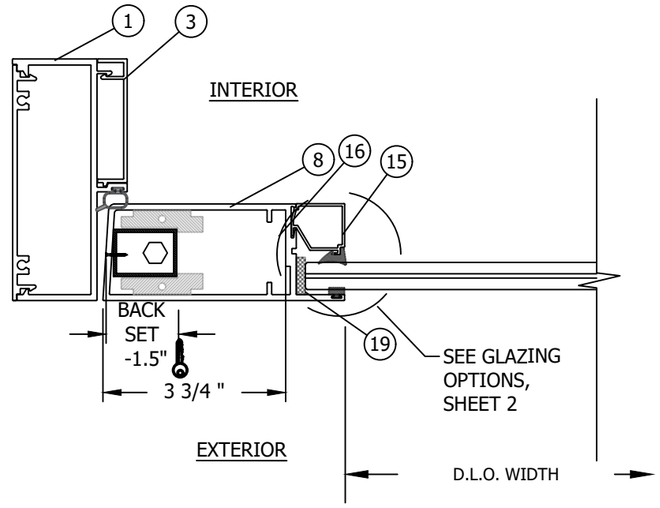


## C/9 HORIZONTAL SECTION

STILE REINFORCED ADAMS RITE 3 POINT LOCK

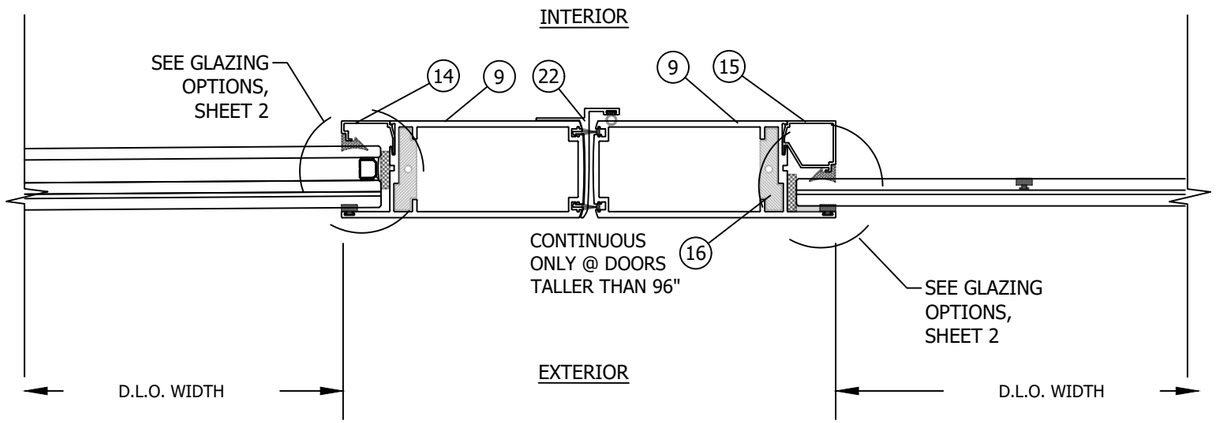


## B/9 HORIZONTAL SECTION

ASTRAGAL WITH REINFORCEMENT DOOR HEIGHT ≥ 96"

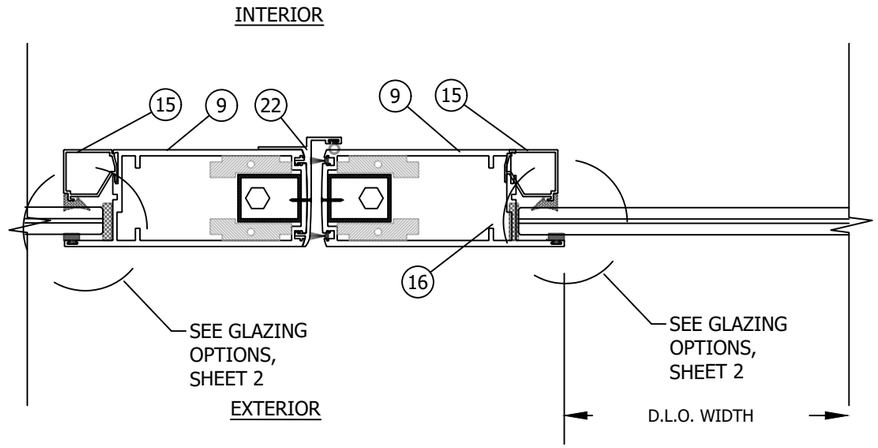


## D/9 HORIZONTAL SECTION

STILE REINFORCED ADAMS RITE 3 POINT LOCK

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
HORIZONTAL SECTIONS

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com

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FLORIDA P.E. No 73778
BUILDING DROPS INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

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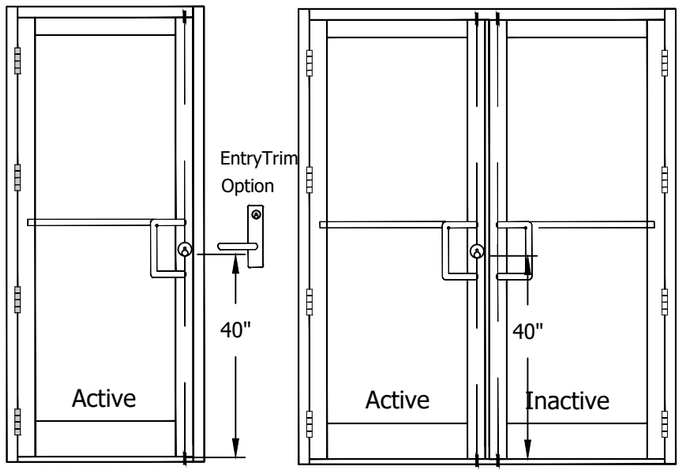


**LOCK OPTION #1**:

**ACTIVE LEAF**
3- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES DEAD BOLTS AND SHOOT BOLTS ENGAGING
AT HEAD AND SILL
KEY OPERATED ON EXTERIOR AND THUMB TURN ON INTERIOR

**INACTIVE LEAF**
2- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES SHOOT BOLTS ENGAGING AT HEAD AND SILL

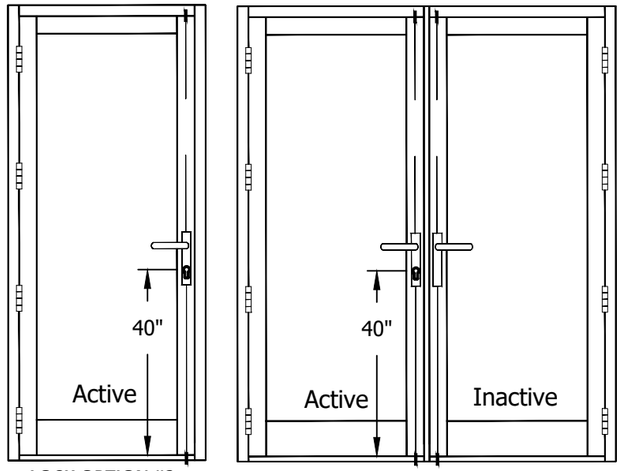


**LOCK OPTION #2**:

**ACTIVE LEA**F
3- POINT LOCK BY INTERLOCK (X3) AT 40" FROM BOTTOM
HANDLE ACTIVATES DEAD BOLTS AND SHOOT BOLTS ENGAGING
AT HEAD AND SILL
KEY OPERATED ON EXTERIOR AND THUMB TURN ON INTERIOR

**INACTIVE LEAF**
2- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES SHOOT BOLTS ENGAGING AT HEAD AND SILL

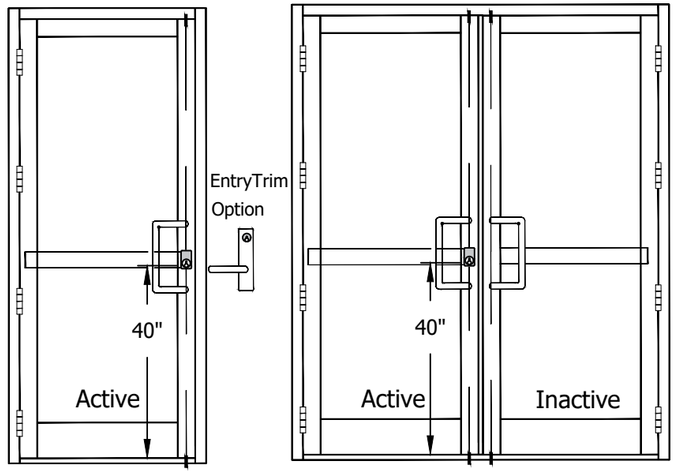


**LOCK OPTION #3**:

**ACTIVE AND INACTIVE LEAF**
CONCEALED VERTICAL ROD PANIC EXIT DEVICE BY VON DUPRIN
LOCATED AT 40" FROM SILL AT EACH LEAF

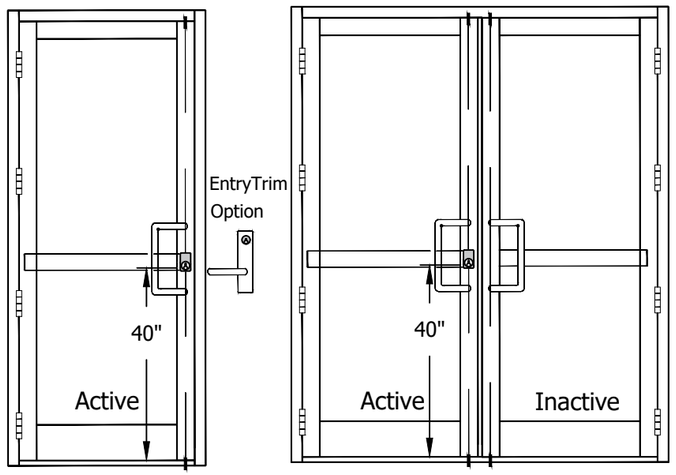


**LOCK OPTION #4**:

**ACTIVE AND INACTIVE LEAF**
CONCEALED VERTICAL ROD PANIC EXIT DEVICE BY ADAMS RIGHT
G-86 LOCATED AT 40" FROM SILL AT EACH LEAF

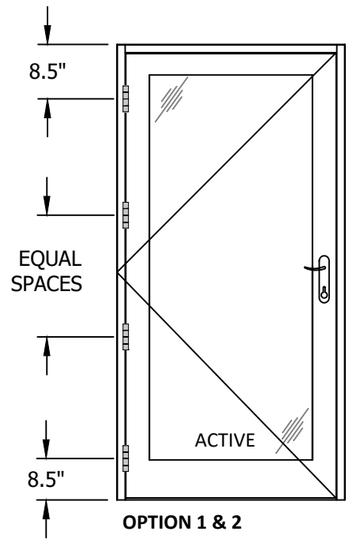


**OPTION 1 & 2**

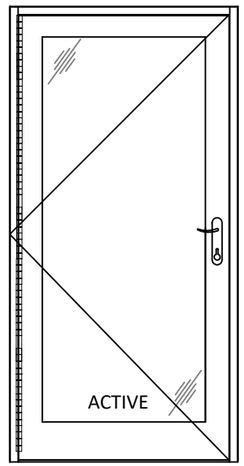


**OPTION 3**

## HINGE OPTIONS

**HINGE OPTION #1**:
BUTT HINGE BY HANGER/ IDH/ McKINNEY (3) PER LEAF UP TO 96"
F.H. @ 8 1/2" FROM HEAD AND SILL AND (2) EQUAL SPACES.

**HINGE OPTION #2**:
BUTT HINGE BY HANGER/ IDH/ McKINNEY (4) PER LEAF FROM 96"
TO 120" F.H.
@ 8 1/2" FROM HEAD AND SILL AND (3) EQUAL SPACES.

**HINGE OPTION #3**:
CONTINUOUS HINGE HALF MORTISE BY PEMCO

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
HARDWARE OPTIONS

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
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| REMARKS | BY | DATE |
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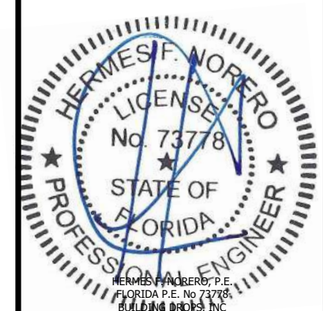


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398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

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| MULLION LOAD CAPACITY | | | |
|---|---|---|---|
| WIDTH (IN) | HEIGHT (IN) | "DESIGN PRESSURE (+/- PSF)" | |
| | | REINFORCED | NON-REINFORCED |
| 24.0 | 84.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 100.0 |
| 54.0 | | 140.0 | 95.2 |
| 60.0 | | 137.1 | 85.7 |
| 66.0 | | 124.7 | 77.9 |
| 72.0 | | 114.3 | - |
| 78.0 | | 105.5 | - |
| 84.0 | | 98.0 | - |
| 90.0 | | 91.4 | - |
| 96.0 | | 85.7 | - |
| 102.0 | | 80.7 | - |
| 24.0 | 90.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 100.0 |
| 54.0 | | 140.0 | 88.9 |
| 60.0 | | 128.0 | 80.0 |
| 66.0 | | 116.4 | - |
| 72.0 | | 106.7 | - |
| 78.0 | | 98.5 | - |
| 84.0 | | 91.4 | - |
| 90.0 | | 85.3 | - |
| 96.0 | | 80.0 | - |
| 24.0 | 96.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 93.8 |
| 54.0 | | 133.3 | 83.3 |
| 60.0 | | 120.0 | 75.0 |
| 66.0 | | 109.1 | - |
| 72.0 | | 100.0 | - |
| 78.0 | | 92.3 | - |
| 84.0 | | 85.7 | - |
| 90.0 | | 80.0 | - |
| 24.0 | 102.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 100.0 |
| 48.0 | | 120.0 | 88.2 |
| 54.0 | | 120.0 | 78.4 |
| 60.0 | | 112.9 | - |
| 66.0 | | 102.7 | - |
| 72.0 | | 94.1 | - |
| 78.0 | | 86.9 | - |
| 84.0 | | 80.7 | - |
| 24.0 | 108.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 95.2 |
| 48.0 | | 120.0 | 83.3 |
| 54.0 | | 118.5 | - |
| 60.0 | | 106.7 | - |
| 66.0 | | 97.0 | - |
| 72.0 | | 88.9 | - |
| 78.0 | | 82.1 | - |

| MULLION LOAD CAPACITY | | | |
|---|---|---|---|
| WIDTH (IN) | HEIGHT (IN) | "DESIGN PRESSURE (+/- PSF)" | |
| | | REINFORCED | NON-REINFORCED |
| 24.0 | 114.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 90.2 |
| 48.0 | | 120.0 | 78.9 |
| 54.0 | | 112.3 | - |
| 60.0 | | 101.1 | - |
| 66.0 | | 91.9 | - |
| 72.0 | | 84.2 | - |
| 24.0 | 120.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 95.6 |
| 42.0 | | 120.0 | 81.9 |
| 48.0 | | 120.0 | 71.7 |
| 54.0 | | 106.7 | - |
| 60.0 | | 96.0 | - |
| 66.0 | | 87.3 | - |
| 72.0 | | 80.0 | - |
| 24.0 | 126.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 99.1 |
| 36.0 | | 120.0 | 82.6 |
| 42.0 | | 118.5 | 70.8 |
| 48.0 | | 103.7 | - |
| 54.0 | | 92.1 | - |
| 60.0 | | 82.9 | - |
| 66.0 | | 75.4 | - |
| 24.0 | 132.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 86.2 |
| 36.0 | | 120.0 | 71.8 |
| 42.0 | | 103.0 | 61.5 |
| 48.0 | | 90.2 | - |
| 54.0 | | 80.1 | - |
| 60.0 | | 72.1 | - |
| 24.0 | 138.0 | 120.0 | 94.3 |
| 30.0 | | 120.0 | 75.4 |
| 36.0 | | 105.2 | 62.8 |
| 42.0 | | 90.2 | - |
| 48.0 | | 78.9 | - |
| 54.0 | | 70.1 | - |
| 60.0 | | 63.1 | - |
| 24.0 | 144.0 | 120.0 | 83.0 |
| 30.0 | | 111.1 | 66.4 |
| 36.0 | | 92.6 | 55.3 |
| 42.0 | | 79.4 | - |
| 48.0 | | 69.4 | - |
| 54.0 | | 61.7 | - |
| 60.0 | | 55.6 | - |

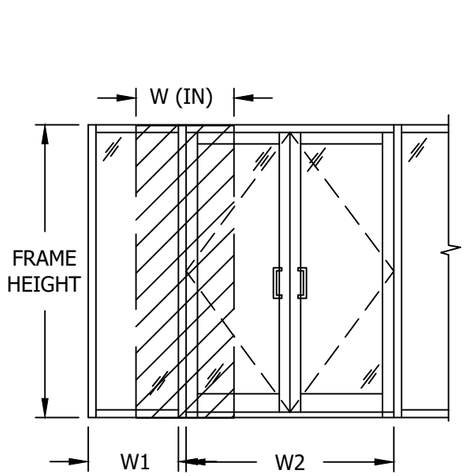


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{4}$

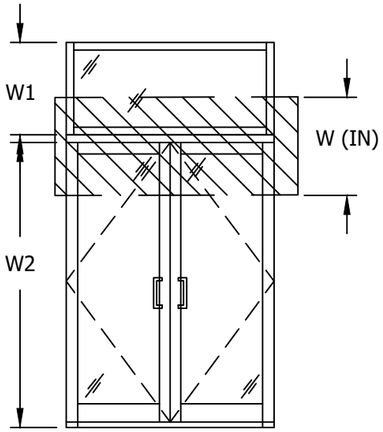


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{2}$

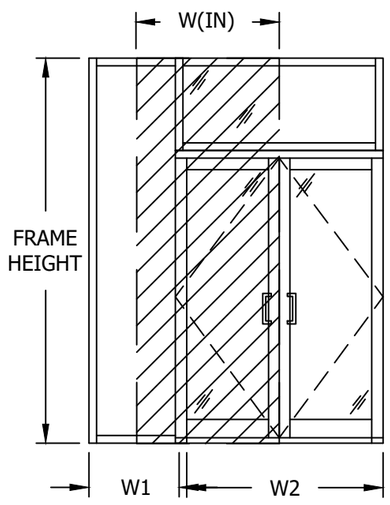


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{2}$

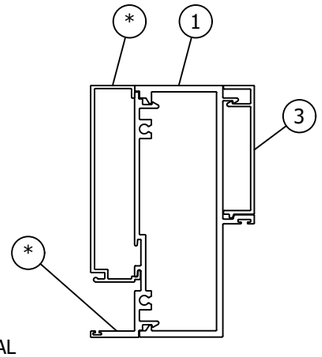


MULLION 1
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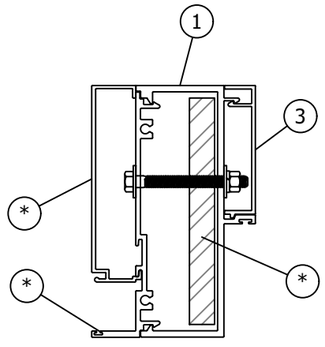


MULLION 2
(REINFORCED)

* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL


EUROCRAFT
7905 NW 77TH AVE
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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
MULLION LOAD JAMB CAPACITY


PREPARED BY:
BUILDING DROPS, INC.
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FAX: (954)744.4738
WEB: www.buildingdrops.com


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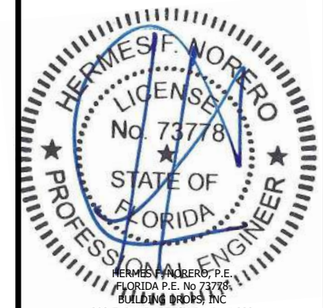



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FLORIDA P.E. No 73778
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 11

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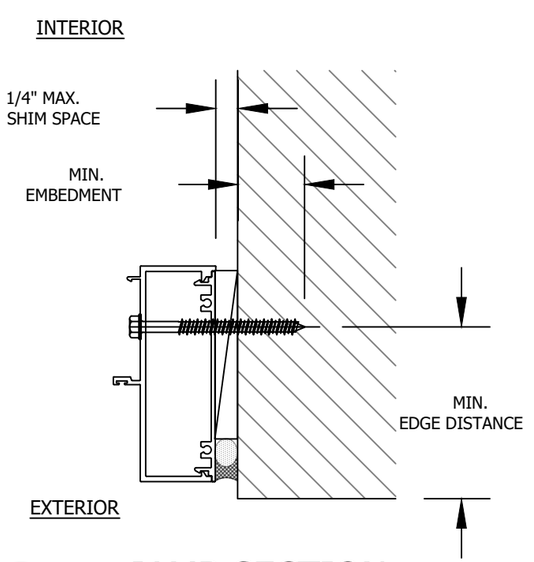


A 12 JAMB SECTION
THROUGH FRAME

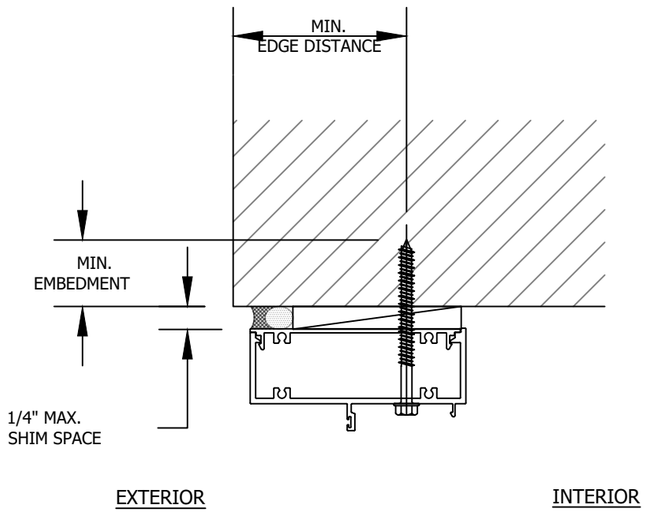


B 12 HEAD SECTION
THROUGH FRAME

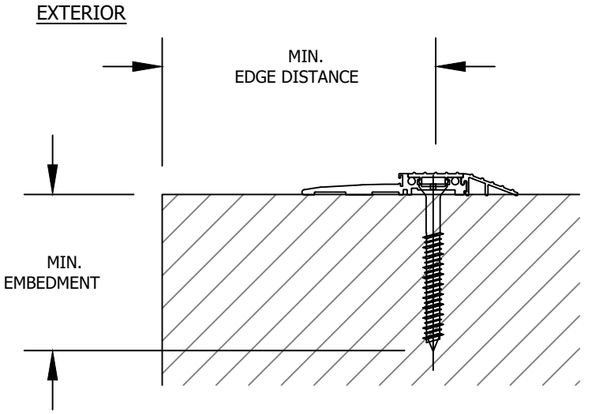


C 12 THRESHOLD SECTION
THROUGH FRAME

INSTALLATION NOTES:

1. ONE (1) INSTALLATION ANCHOR IS REQUIRED AT EACH ANCHOR LOCATION.
2. THE NUMBER OF INSTALLATION ANCHORS DEPICTED IS THE MINIMUM NUMBER OF ANCHORS TO BE USED FOR PRODUCT INSTALLATION OF THE MAXIMUM SIZE LISTED.
3. INSTALL INDIVIDUAL INSTALLATION ANCHORS WITHIN A TOLERANCE OF ±1/4 INCH THE DEPICTED LOCATION & SPACING IN THE ANCHOR LAYOUT DETAILS (I.E., WITHOUT CONSIDERATION OF TOLERANCES). TOLERANCES ARE NOT CUMULATIVE FROM ONE INSTALLATION ANCHOR TO THE NEXT.
4. SHIM AS REQUIRED AT EACH INSTALLATION ANCHOR WITH LOAD BEARING SHIM(S). MAXIMUM ALLOWABLE SHIM STACK TO BE 1/4 INCH. SHIM WHERE SPACE OF 1/16 INCH OR GREATER OCCURS. SHIM(S) SHALL BE CONSTRUCTED OF HIGH DENSITY PLASTIC OR BETTER.
5. FOR MASONRY OR CONCRETE OPENINGS, A 1X WOOD BUCK MAY BE USED (OPTIONAL) AS LONG AS THE MINIMUM EMBEDMENT AND EDGE DISTANCE REQUIREMENTS ARE STILL MET WITHIN THE CORRESPONDING HOST SUBSTRATE. SEE GENERAL NOTE #3 ON SHEET 1 FOR MORE INFORMATION.
6. MINIMUM EMBEDMENT AND EDGE DISTANCE EXCLUDE WALL FINISHES, INCLUDING BUT NOT LIMITED TO STUCCO, FOAM, BRICK VENEER, AND SIDING.
7. INSTALLATION ANCHORS AND ASSOCIATED HARDWARE MUST BE MADE OF CORROSION RESISTANT MATERIAL OR HAVE A CORROSION RESISTANT COATING.
8. FOR HOLLOW BLOCK AND GROUT FILLED BLOCK, DO NOT INSTALL INSTALLATION ANCHORS INTO MORTAR JOINTS. EDGE DISTANCE IS MEASURED FROM FREE EDGE OF BLOCK OR EDGE OF MORTAR JOINT INTO FACE SHELL OF BLOCK.
9. INSTALLATION ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ANCHOR MANUFACTURER'S INSTALLATION INSTRUCTIONS, AND ANCHORS SHALL NOT BE USED IN SUBSTRATES WITH STRENGTHS LESS THAN THE MINIMUM STRENGTH SPECIFIED BY THE ANCHOR MANUFACTURER.

| ANCHOR SCHEDULE | | | | | |
|---|---|---|---|---|---|
| METHOD | ANCHOR TYPE | SUBSTRATE | ANCHOR SCHEDULE | MIN. EMBEDMENT | MIN. EDGE DISTANCE |
| THROUGH FRAME | A | 2XWOOD: MIN. SG= 0.55 | 5/16" ULTRACON | 1.5" | 1.5" |
| | B | METAL: 18 GAUGE STEEL, MIN. FY= 33KSI | 5/16" SMS OR SELF DRILLING SCREW | 1.75" | 2.5" |
| | C | METAL: ALUMINUM MIN. 1/8" THICKNESS (6063-T5 MIN.) | | | |
| | D | CONCRETE: MIN. F'C= 3000 PSI OR MASONRY: CMU PER ASTM C90 MIN. 2000 PSI | 5/16" ULTRACON | 1.75" | 2.5" |

EUROCRAFT
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MEDLEY, FL 33166
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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
INSTALLATION NOTES & ANCHOR DETAILS

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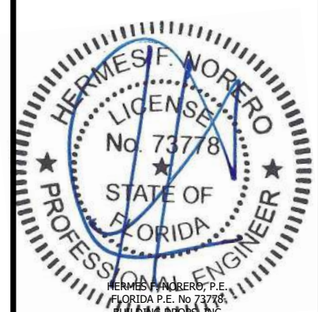


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BUILDING DROPS, INC
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DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771
DATE: 06.14.21
DWG. BY: ER
CHK. BY: HFN
SCALE: NTS
DWG. #: ECI030
SHEET: 12
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## BILL OF MATERIALS

| ITEM # | PART NO. | DESCRIPTION | MATERIAL | MANUFACTURER |
|---|---|---|---|---|
| 1 | 600-01 | JAMBS | 6063-T6 | EUROCRAFT |
| 2 | 600-02 | HEAD | 6063-T6 | EUROCRAFT |
| 3 | 600-03 | FRAME COVER | 6063-T6 | EUROCRAFT |
| 4 | 600-04 | TRHESHOLD | 6063-T6 | EUROCRAFT |
| 5 | 600-05 | THRESHOLD ADAPTER | 6063-T6 | EUROCRAFT |
| 6 | 600-06 | THRESHOLD COVER | 6063-T6 | EUROCRAFT |
| 7 | 600-07 | RAMP | 6063-T6 | EUROCRAFT |
| 8 | 600-09 | DOOR STILE | 6063-T6 | EUROCRAFT |
| 9 | 600-10 | DOOR STILE | 6063-T6 | EUROCRAFT |
| 10 | 600-11 | TOP RAIL | 6063-T6 | EUROCRAFT |
| 11 | 600-12 | MEETING RAIL | 6063-T6 | EUROCRAFT |
| 12 | 600-13 | BOTTOM RAIL 8" | 6063-T6 | EUROCRAFT |
| 13 | 600-15 | RAIL COVER | 6063-T6 | EUROCRAFT |
| 14 | 600-16 | IG- GLAZING BEAD | 6063-T6 | EUROCRAFT |
| 15 | 600-17 | LAMINATED- GLAZING BEAD | 6063-T6 | EUROCRAFT |
| 16 | 600-18 | ASTRAGAL REINFORCEMENT | 6063-T6 | EUROCRAFT |
| 17 | 600-19 | HINGE REINFORCEMENT | 6063-T5 | EUROCRAFT |
| 18 | 600-08 | SHEAR BLOCK | 6063-T5 | EUROCRAFT |
| 19 | | SETTING BLOCK | TPV | EXTRUSIONES, MPI |
| 20 | | GASKET | EPDM, TPV | |
| 21 | | GASKET | EPDM, TPV | EXTRUSIONES, MPI |
| 22 | 600-14 | ASTRAGAL ADAPTER | 6063-T6 | EUROCRAFT |
| 23 | | BUTL HINGES | | BY IDH |
| 24 | | BUTL HINGES | | BY MCKINNEY |
| 25 | | CONTINUOUS HINGES | | BY PEMKO |
| 26 | | CONTINUOUS HINGES | | BY ABH |
| 27 | | ASSEMBLING SCREW #12 x 1.5 STAINLESS STEEL | STAINLESS STEEL | |
| 28 | | ASSEMBLING SCREW #12 X 0.75 | STAINLESS STEEL | |
| 29 | | ASSEMBLING SCREW THRESHOLD #10 x 1.5 | STAINLESS STEEL | |
| 30 | | THREE POINT LOCK | | ADAMS RITE |
| 31 | | THREE POINT LOCK BY INTERLOCK | | INTERLOCK |
| 32 | | CONCEAL VERTICAL ROD PANIC DEVICE G-86 | | ADAM RITE |
| 33 | | PILE WEATHERSEALS ULTRAFAB | | ULTRA FAB |
| 34 | | 1/4" x 2" BOLT AND NUT | | |
| 35 | | CONCEAL VERTICAL ROD PANIC DEVICE SERIES 98 / 99 | | VON DUPRIN |
| 36 | 600-20 | BOTTOM RAIL 10" | | EUROCRAFT |


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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

BILL OF MATERIALS


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DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 13

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1 600-01 - JAMB

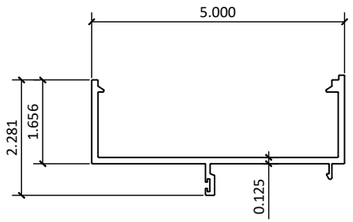


2 600-02 - HEAD

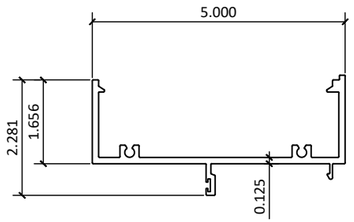


3 600-03 - FRAME COVER

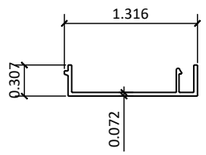


4 600-04 - THRESHOLD

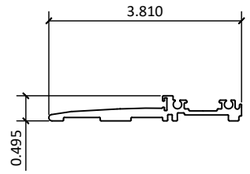


5 600-05 - THRESHOLD ADAPTER

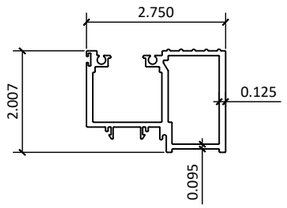


6 600-06 - THRESHOLD COVER

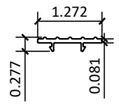


7 600-07 - RAMP

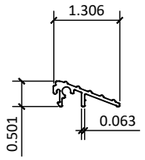


8 600-09 - DOOR STILE

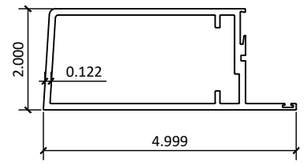


9 600-10 - DOOR STILE

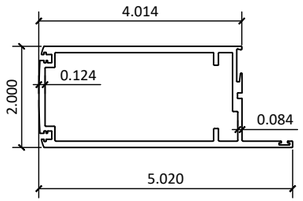


10 600-11 - TOP RAIL

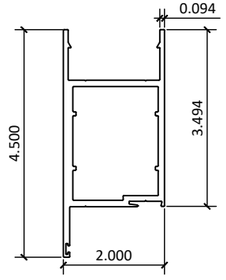


11 600-12 - MEETING RAIL - OPTIONAL

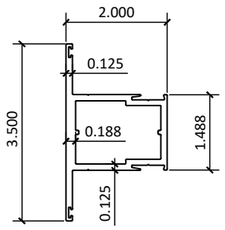


12 600-13 - BOTTOM RAIL 8"

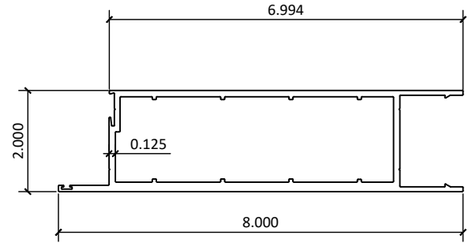


13 600-15 - RAIL COVER

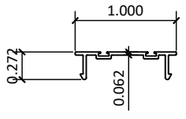


14 600-16 - IG GLAZING BEAD

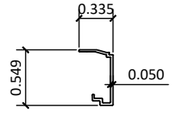


15 600-17 - LAM. GLAZING BEAD

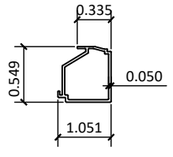


16 600-18 - ASTRAGAL REINFORCEMENT

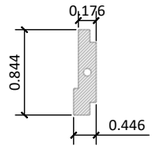


36 600-20 - BOTTOM RAIL 10" OPTIONAL

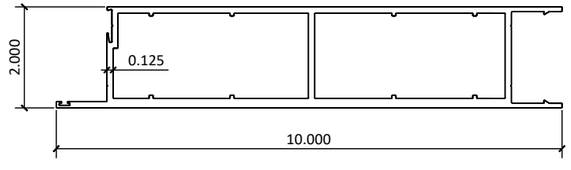


17 600-19 - HINGE REINFORCEMENT

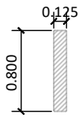


18 600-08 - SHEAR BLOCK

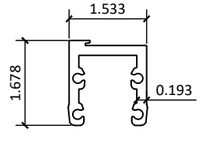


19 600-14 - ASTRAGAL ADAPTER

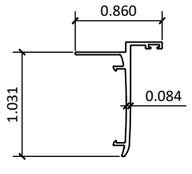


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COMPONENTS

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FLORIDA P.E. No 73778
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 14 OF 6707

s:\projects\eurocraft industries inc\fbc-20-0527.1 - fbc submittal commercial outswing aluminum door\dwgs\eci030 -fl38771- commercial swing door series 600 -2021-06-16.dwg
6/30/2021 12:35 PM

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| BIBERK<br>P.O. Box 113247<br>Stamford, CT 06911 | PHONE (A/C, No, Ext): 844-472-0967 | FAX (A/C, No): 203-654-3613 |
| | E-MAIL ADDRESS: customerservice@biBERK.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Liability & Fire Insurance Company | 20052 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
SFL Property Maintenance Corp

8030 SW 34th St
Miami, FL 33155

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 0 |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 0 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 0 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 0 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | N9WC814578 | 06/13/2024 | 06/13/2025 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | Professional Liability (Errors & Omissions): Claims-Made | | | | | | Per Occurrence/ Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions: Nicole Perez;

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation, FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Gil & Associates Insurance<br>9485 SW 72 St Suite A-120<br>Miami FL 33173 | **CONTACT NAME:** David Gil, Sr.<br>**PHONE (A/C, No, Ext):** (305) 279-7665 **FAX (A/C, No):** (305) 279-9705<br>**E-MAIL ADDRESS:** dgil@gilinsurance.com |
| **INSURED**<br>SFL Property Maintenance Corp<br>8030 SW 34 STREET<br>MIAMI FL 33155 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** KINSALE INS CO<br>**INSURER B :** PROGRESSIVE INS. CO.<br>**INSURER C :** LLOYDS OF LONDON<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 0100220684-1 | 01/04/2024 | 01/04/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ EXCLUDED<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 02003001 | 04/02/2024 | 04/02/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | PROFESSIONAL LIABILITY | | | PSN0140144228 | 11/15/2024 | 11/15/2025 | AGGREGATE LIMIT<br>EACH OCCURRENCI | $2,000,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.
10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

**CERTIFICATE HOLDER**

City OF Plantation
400 NW 73rd AVENUE
PLANTATION FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds:**

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* SFL Property Maintenance Corp

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 408,759.82 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 527,877.18 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. Bid Bond

CONTRACTOR:
Name: SFL Property Maintenance Corp.
Legal Status: Florida Corporation
Address: 3345 SW 81st Avenue. Miami . FL 33155

SURETY:
Name: The Ohio Casualty Insurance Company
Legal Status: New Hampshire Corporation
Principal place of Business: 175 Berkeley Street, Boston, MA 02116

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% of Amount Bid (Five Percent of Amount Bid)

PROJECT:
Windows and Doors Replacement – Fire Station # 6 - ITB NO. 077-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

SFL Property Maintenance Corp.
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jarrett Merlucci

The Ohio Casualty Insurance Company
(Name of Surety)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205265-964011

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

6728

# GUARANTEE OF BID PROPOSAL

Name of Company: SFL Property Maintenance Corp

Street Address: 8030 SW 34th St

Miami, FL 33155

City State Zip

Mailing Address: 8030 SW 34 St Miami, FL 33155

Phone No.: 786-382-4574 Fax#: N/A

Email Address: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1527912

State of Florida Corporation ID # (From Secretary of State): P12000063196

Federal Employer Identification Number (FEIN): 45-5621968

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez

(Authorized Signature in Ink or Electronic)

Nicole Perez

(Printed Name of Above Signer)

Owner

(Printed Title of Above Signer)

12/9/2024

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Nicole Perez, on this _____, day of_____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB No. 077-24.

Addenda Numbers Received:

Addendum No. 1 10/7/24

Addendum No. 2 10/21/24

Addendum No. 3 10/24/24

Addendum No. 4 10/28/24

Addendum No. 5 10/30/24

Addendum No. 6 11/19/24

Addendum No. 7 11/19/24

AUTHORIZED SIGNATURE: Nicole Perez

PRINTED NAME OF ABOVE: Nicole Perez

TITLE OF ABOVE: Owner

COMPANY NAME: SFL Property Maintenance Corp

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 9th day of December, 2024, before me, the undersigned authority, personally appeared Nicole Perez, to me known to be the individual described in and who executed the foregoing instrument as Owner / Vice President of SFL Property Maintenance Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Nicole Perez

WITNESS my hand and official seal the date aforesaid.

B Figueredo (Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____. to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: SFL P ropertyMaintenance Corp

NAME: Nicole Perez

ADDRESS: 8030 SW 34 St Miami, FL 33155

TELEPHONE NO.: 786-382-4574 / 786-382-4240

FAX NO.: N/A

EMAIL ADDRESS: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: SFL Property Maintenance Corp

   The address of the principal place of business is: 8030 Sw 34 St Miami, FL 33155

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 07/18/2012
   b. State of Incorporation: Florida
   c. President's Name: Armando Figueredo
   d. Vice President's Name: Nicole P erez
   e. Secretary's Name: Nicole Pere z
   f. Treasurer's Name: Nicole Perez
   g. Name and address of Resident Agent: Armando Figueredo
      8030 SW 34th St Miami, FL 33155

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following: N/A

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 12 years

   a. Under what other former names has your organization operated?

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor / License No. CGC1527912

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Nicole Perez / Contractor / Owner / 16 years of experience
    Submission of bidding documents, Contracts and contract compliance, Insurance Compliance, Accounting, Payroll, Budgeting, Assist in preparing schedule.

    Armando Figueredo / Superintendent / Owner
    Point of contact for City of Plantation Project Managers and any other representatives. Order Materials, Coordinate Subcontractors, Prepare schedule and supervise overall progress of project and timeliness of schedule. Communicate any issues, changes, and/or progress.

    Rolando Perez / Project Manager / 30 years of experience
    Oversee day to day operations, supervise employees and subcontractors, enforce site safety plans and procedures. Ensure work is being performed according to the schedule prepared

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Yes. Removal and Installation of Rolling Steel Doors will be completed by Overhead Door of South Florida

3949 Commerce Pkwy Miramar 33025, 954-266-7960 ext. 3505 Timothy Cooke

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Boom or scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink)

Nicole Perez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** SFL Property Maintenance Corp

1. PROJECT: Windows and Doors Replacement RPQ#2023KIHWDR DATE: 09/05/2024
   LOCATION: Kendall Indian Hammocks
   Construction Maintenance Admin Office
   11395 SW 79 Street Miami, FL 33173

OWNER REPRSENTATIVE: Name: Omar Rivero
Title: Construction Manager
Email: omar.rivero@miamidade.gov

2. PROJECT: Replacement of Windows at Various Trash Recycling Centers RPQ 17253-23 DATE: 09/26/2023
   LOCATION: Various Miami Dade County Department of Solid Waste Management locations

OWNER REPRSENTATIVE: Name: Humberto Contreras
Title: Facilities Maintenance Division Chief
Email: Humberto.Contreras@miamidade.gov

3. PROJECT: Peace and Prosperity Home Read Window and Door Replacement PP-001-CP DATE: 12/07/2023
   LOCATION: Varius Locations
   2029 NW 49 St Miami, FL 33142
   2300 NW 140 St Miami, FL 33142
   14235 NW 22 Place Miami, FL 33172

OWNER REPRSENTATIVE: Name: Shawn Angell
Title: Construction and Renovation Supervisor
Email: Shawn.Angell@miamidade.gov

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 077-2 4.

2. This sworn statement is submitted by SFL P roperty Maintenance Corp (entity submitting sworn statement), whose business address is 8030 Sw 34 St Miami, FL 33155 and its Federal Employer Identification Number (FEIN) is 45-5621968. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Nicole Perez (please print name of individual signing), and my relationship to the entity named above is Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Nicole Perez
(Signature)

12/9/2024
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 9th Day of December, 2024, by Nicole Perez, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

**NOTARY PUBLIC:**

SIGN: B Figueredo

PRINT: B FIGUEREDO

Notary Public, State at large

My Commission Expires: 2/26/27

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: Nicole Perez

Name: Nicole Perez

Title: Owner

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12-09-2024 (*date*) by Nicole Perez who is personally known to me or who has produced _____ as identification.

My commission expires: 2/26/2027

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

B Figueredo
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Nicole Perez
Signature

Nicole Perez
Printed Name

SFL Property Maintenance Corp
Bidder Name

12/9/2024
Date

# CORPORATE RESOLUTION

I hereby certify that I, Nicole Perez, am the undersigned Secretary of SFL Property Maintenance Corp (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 8030 SW 34 St Miami, FL 33155. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 3rd day of March, 2020 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Nicole Perez (name), Owner / Vice President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 077-24; Windows and Doors Replacement Fire Station#6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 3rd day of March, 2020

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Nicole Perez (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Nicole Perez | | Vice President, Secretary / Treasurer | | Nicole Perez |
| Armando Figueredo | | President | | |
| | | | | |

This 9th day of December, 2024.

N/A

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   ( ) Other, please describe:

CE FORM 4A – REV. 1-98

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** SFL Property Maintenance Corp **Date:** 12/06/2024

**Base Bid Total:** 408,759.82

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☑ or No ☐

If Yes, please list the equivalent product(s) below:

-Eurocraft EC-600 Commercial Door with 1 3/16" insulated glass, Low E, solarban xl70
-Eurocraft EC-300 Horizontal Slider with 1 1/16" insulated glass, Low E, solarban xl70
-Overhead Door RHX Heavy Duty Commercial Operator
-Overhead Door 610 Rolling Steel Service Door
-Specifications for each equivalent product is included in the bid package

Signature: Nicole Perez Printed Name: Nicole Perez

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

SFL Property Maintenance Corp
Company's Name

Nicole Perez
Authorized Representative Signature

Nicole Perez / Owner
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds:**

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| BIBERK<br>P.O. Box 113247<br>Stamford, CT 06911 | PHONE (A/C, No, Ext): 844-472-0967 | FAX (A/C, No): 203-654-3613 |
| | E-MAIL ADDRESS: customerservice@biBERK.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Liability & Fire Insurance Company | 20052 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
SFL Property Maintenance Corp

8030 SW 34th St
Miami, FL 33155

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 0 |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 0 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 0 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 0 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | N9WC814578 | 06/13/2024 | 06/13/2025 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | Professional Liability (Errors & Omissions): Claims-Made | | | | | | Per Occurrence/ Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions: Nicole Perez;

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation, FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Gil & Associates Insurance<br>9485 SW 72 St Suite A-120<br>Miami FL 33173 | **CONTACT NAME:** David Gil, Sr.<br>**PHONE (A/C, No, Ext):** (305) 279-7665 **FAX (A/C, No):** (305) 279-9705<br>**E-MAIL ADDRESS:** dgil@gilinsurance.com |
| **INSURED**<br>SFL Property Maintenance Corp<br>8030 SW 34 STREET<br>MIAMI FL 33155 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** KINSALE INS CO<br>**INSURER B :** PROGRESSIVE INS. CO.<br>**INSURER C :** LLOYDS OF LONDON<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 0100220684-1 | 01/04/2024 | 01/04/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ EXCLUDED<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 02003001 | 04/02/2024 | 04/02/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | PROFESSIONAL LIABILITY | | | PSN0140144228 | 11/15/2024 | 11/15/2025 | AGGREGATE LIMIT<br>EACH OCCURRENCI | $2,000,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.
10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

**CERTIFICATE HOLDER**

City OF Plantation
400 NW 73rd AVENUE
PLANTATION FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: SFL Property Maintenance Corp

By (sign): Nicole Perez

Print Name: Nicole Perez

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by Nicole Perez (*name of officer or agent, title of officer or agent*), of SFL Property Maintenance Corp (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 2/26/27 _____

NOTARY PUBLIC

NOTARY PUBLIC
Expires
02/26/2027
Belkis Figueredo
My Commission
HH 366271
STATE OF FLORIDA

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Overhead Door of South Florida a Division of DuraServ Corp., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

DuraServ Corp dba
Overhead Door of South Florida

By: _____
Signature

Hannah Clark / Contract Admin I
Name and Title

2200 Luna Rd., Suite 160
Street Address

Carrollton, TX 75006
City, State, Zip

12/9/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink or Electronic)

Nicoleperez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

STATE OF Floride

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 9th day of December, 20 24, by Nicole Perez, as Owner for SFL Property maintenance Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: B Figueredo

Print Name: B Figueredo

State of Florida at Large (Seal)

My commission expires: 2/26/2027

NOTARY PUBLIC STATE OF FLORIDA
Belkis Figueredo
My Commission HH 366271
Expires 02/26/2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## PEREZ, NICOLE

SFL PROPERTY MAINTENANCE CORP.
8030 SW 34TH ST
MIAMI FL 33155

**LICENSE NUMBER: CGC1527912**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

6790

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** SFL PROPERTY MAINTENANCE CORP

**Receipt #:** 180-347618
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** NICOLE PEREZ/QUAL
**Business Location:** 8030 SW 34TH ST
MIAMI DADE COUNTY
**Business Phone:** 786-382-4240

**Business Opened:** 10/28/2024
**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

**For Vending Business Only**
**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

SFL PROPERTY MAINTENANCE CORP
8030 SW 34TH ST
MIAMI, FL 33155-3406

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

**For Vending Business Only**
**Number of Machines:** **Vending Type:**


| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**


**6791**

Plantation the grass is greener®

Disclaimer | Vendor Registration Form | Contact

| | |
|---|---|
| Company Name | SFL PROPERTY MAINTENANCE CORP |
| D.B.A | N/A |

## Company Address(Please no P.O. Box address)

| | | | |
|---|---|---|---|
| Address(Suite/Unit#) | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | NICOLE PEREZ | | |
| Title | VICE PRESIDENT | | |
| Email | nicole@sflpropertymaintenance.com | | |
| Company Type | S Corporation | | |
| Commodity Code1 | Building Maintenance & Repair (Interior/Exterior) | | |
| Commodity Code2 | Construction Services | | |

Commodity Code3: Floor Covering, Installation & Removal Supplies

Are any of the owners/partners related to a City employee? ☐ No ☐ Yes

☑ check this box if the **Billing Address** address is same as **Company Address.** Otherwise please complete the following:

| | | | |
|---|---|---|---|
| Address/Suite/Unit# | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone# | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | ARMANDO FIGUEREDO | | |
| Title | PRESIDENT | | |
| Email Address | armando@sflpropertymaintenance.com | | |
| Principal line of business | GENERAL CONTRACTOR WINDOWS DOORS P/ | | |
| How long in present business | 12 YEARS | | |
| Federal ID# | 45-5621968 | | |
| Plantation Business Tax# | | | |

☐ Enroll for Electronic Payment (EPAY) ?

Please select your signed W-9(name it with your company name) form first, then click the "Upload" button:

Choose File No file chosen Your W9 is uploaded

Check this box if you don't have a W9 form

Submit Reset

© 2024 - Plantation Vendor Application

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Nicole Perez
Signature

Nicole Perez
Printed Name

SFL Property Maintenance Corp
Bidder Name

12/9/2024
Date

# 610/620 Rolling Service Doors

HEAVY-DUTY ROLLING SERVICE DOOR




STRENGTH.
VERSATILITY.
GOOD LOOKS.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

6796



***Cover image:*** *Model 610, perforation on top 2/3, bottom 1/3 solid, custom finish*

***Image above:*** *Stormtite™, Model 620, finish in Brown*

* FBC – Florida Building Code; TDI – Texas Department of Insurance; DADE – Miami-Dade Building Code Compliance Office
** When purchased together

## Standard features at a glance

| | |
|---|---|
| Max standard width | 30'4" (9246 mm) |
| Max standard height | 28'4" (8636 mm) |
| Curtain | 22 ga. galvanized steel up to 15'4" (4674 mm) wide<br>20 ga. galvanized steel over 18'4" to 25'4" (5588 -7722 mm) wide<br>18 ga. galvanized steel over 25'4" to 30'4" (7722-9245 mm) wide |
| Slat profile | Curved, type C-187 or C-275 (Model 610);<br>Flat, type F-265 (Model 620) |
| Finish | Gray, Tan, Brown or White |
| Hood | 24 ga. galvanized steel |
| Wind load | 20 psf |
| Standard mounting | Face-of-wall |
| Operation | Manual push-up up to 84 ft² (7804 mm²) or 12' x 7' (3658 mm x 2134 mm)<br>Chain hoist over 84 ft² (7804 mm²) or 12' x 7' (3658 mm x 2134 mm) |
| Standard spring | 20,000 cycle |
| Weatherseals | Bottom bar astragal<br>Guide weatherseals and hood baffle (Model 620) |
| Guides | Three structural steel angles; PowderGuard® weathered finish with black powder coat |
| Bottom bar | Extruded aluminum w/weatherseal to 15'4" (4674 mm)<br>Back-to-back steel angles w/weatherseal > 15'4" (>4674 mm) |
| Lock | Interior slide bolt on push-up<br>Padlockable chain keeper on chain hoist |
| Warranty | 24-month limited;<br>3 years/20,000 cycles limited on Overhead Door door and operator system** |

## Options

- Electric operator (RHX®, RSX®, RMX®) or crank operation
- Bottom sensing edge, sloping bottom bar
- Galvanized steel bottom bar angles and guides
- Between-jamb mounting
- Stainless steel or aluminum slats
- High-usage package
- High-wind load option (FBC, TDI, DADE)*
- Cylinder lock
- Exhaust ports
- Flat slat profile option F-265 and C-600 heavy-duty 6" curved slat (Model 610)
- Perforated 18-gauge steel slats with 1/16" (2 mm) diameter holes on 1/16" (2 mm) centers
- Fenestrated slats with uniformly spaced openings of 5/8" x 3" (16 mm x 76 mm) or 1" x 10" (25.4 mm x 254 mm) on F265 slat only
- PowderGuard® Premium powder coat paint finish in 197 standard colors, or color-matched to specification
- PowderGuard® Zinc and PowderGuard® Weathered finishes
- Special application doors:
  - Oversized doors to 1500 ft². (139.4 m²)
  - Combination doors with grilles and/or with full or partial standard, perforated or fenestrated slats
  - Spark-resistant doors, craneway doors, pass doors

## Door that is are strong, durable, handsome and versatile

Model 610 – the best selling door of our line. Stormtite™ Model 620 is an ideal choice for keeping climate-controlled air in and the elements out. Available to fit openings up to 30'4"x 28'4" (9246 mm x 8636 mm), these doors are fabricated of 18- to 24-gauge galvanized steel (depending upon door width), and can withstand wind loads up to 20 psf. Interlocking slats with endlocks ensure a tight fit while minimizing lateral movement.

Design versatility is afforded by a wide array of options, including a selection of slat profiles; curtain materials, finishes and colors; electric operation, and special features for unique applications. Each of our rolling service doors is configured for precise fitting of components, simpler installation, lower maintenance costs and trouble-free operation for life. The result is a door tough enough to perform exceptionally well in demanding industrial environments – and attractive enough to meet exacting aesthetic requirements.

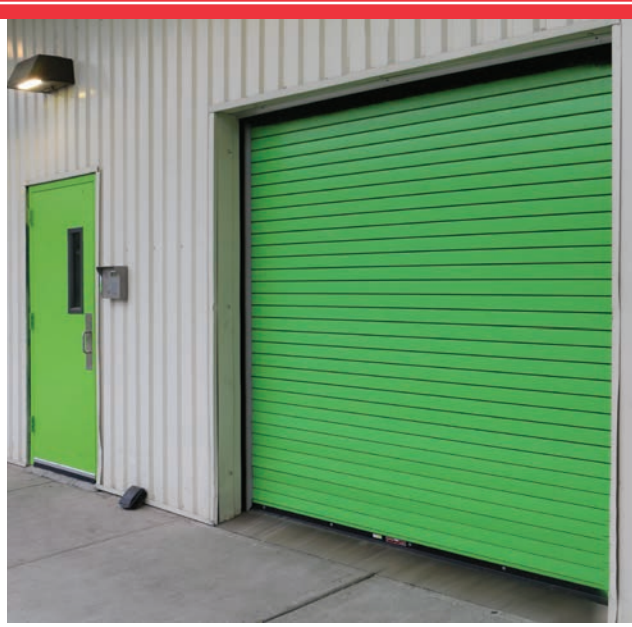

*Model 620, custom finish*

## Slat profiles

**Model 610**

C-187 Slat

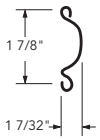


C-275 Slat

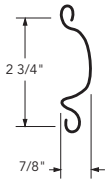


C-600 Slat

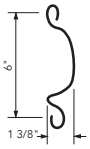


F-265 Slat, FE-265 Slat

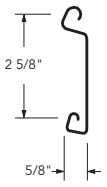


**Model 620**

F-265 Slat, FE-265 Slat

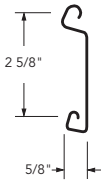


## Finish options

| | Finish details |
|---|---|
| Standard polyester base coat | Two-coat system with polyester based top coat. |
| PowderGuard® Premium powder coat | Weather resistant polyester powder coat available in 197 colors; custom color match and EZ Clean treatment options available. |
| PowderGuard® Zinc finish | Zinc enriched powder coat provides excellent corrosion protection that outperforms both hot dipped and cold galvanized steel. Color selection from 197 powder coat colors; custom color match also available. |
| PowderGuard® Weathered finish | Industrial textured powder coat provides a thicker, more scratch resistant coat for added product protection. |

### Colors

Gray

Tan

Brown

White

Actual colors may vary from brochure due to fluctuations in the printing process. Always request a color sample from your Overhead Door Distributor for accurate color matching.




*Model 610, perforated steel slat, PowderGuard® Weathered finish in Iron*




## Architect's Corner

**A resource for architects, containing comprehensive technical and resource materials to support your project, including drawings and specifications for commercial doors.**

**www.overheaddoor.com**

### The original, innovative choice for unequalled quality and service.

Overhead Door pioneered the upward-acting door industry, inventing the first upward-acting door in 1921 and the first electric door operator in 1926. Today, we continue to be the industry leader through the strength of our product innovation, superior craftsmanship and outstanding customer support, underscoring a legacy of quality, expertise and integrity. That's why design and construction professionals specify Overhead Door products more often than any other brand. Our family of over 400 Overhead Door Distributors across the U.S. and Canada not only share our name and logo, but also our commitment to excellence.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

2501 S. State Hwy. 121 Bus., Suite 200, Lewisville, TX 75067
**1-800-929-DOOR • sales@overheaddoor.com**
**www.overheaddoor.com**

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All other trademarks are property of their rightful owners. Consistent with our policy of continuing product improvement,
we reserve the right to change product specifications without notice or obligation. C900-103 10/16

# RHX®

## HEAVY DUTY COMMERCIAL OPERATOR




EASY OPERATION AND SUPERIOR FUNCTIONALITY FOR THE MOST STRINGENT APPLICATIONS.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

6800

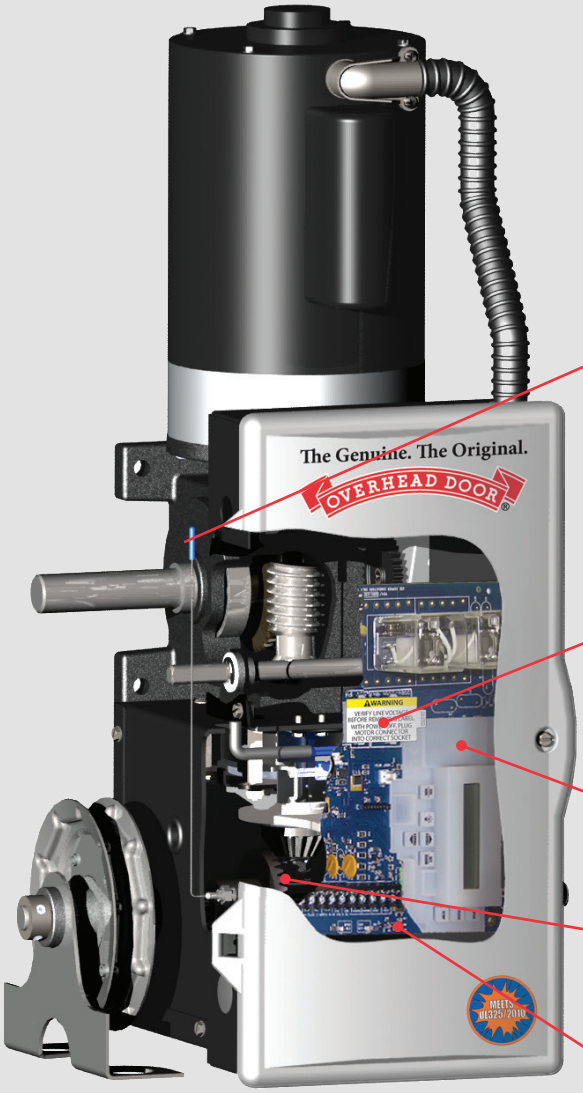


## Standard features at a glance

**Progressive braking***
An advanced DC brake system similar to anti-lock brakes brings the door to a soft stop for less wear and tear on the system.

**Easy limit setting with LimitLock®**
An electro/mechanical limit sensor that makes it easy to set and maintain limits.

**Advanced radio receiver system with auto seek frequency range**
Quickly and easily learns up to 250 CodeDodger® transmitters. This system will automatically cycle between 315 and 390 frequencies. It can add and delete transmitters from the menu and easily identify which transmitters are operating the door.

**Voltage freedom with Voltamatic®**
Voltamatic® provides 115/208/230V single phase in one unit, and 208/230/460V three phase in another unit. A separate 575V three phase unit is also available.

**16-character LCD display**
Simplifies installation and troubleshooting. Intelligent menu structure and expanded self-diagnostics.

**True gear head design**
This system's primary drive reduction is via worm gear running in oil bath, which provides reliable operation.

**UL325 2010 compliant**
This standard requires the addition of monitored external entrapment devices prior to the operator working in momentary contact in the close direction.

*Patents # 6,737,823 and # 6,388,412

## Sectional Steel Door square foot limits

| Commercial steel insulated & non-insulated | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Model | HP | UL Listed | Door Series → | | 416 | 418 | 420 | 422 | 424 | 426 | 430 | 432 | 470 |
| | | | Mounting type | Max. door weight (lbs) | 16 ga. Flush steel | 16 ga. Flush steel insulated | 20 ga. Ribbed steel | 20 ga. Ribbed steel insulated | 24 ga. Ribbed steel | 24 ga. Ribbed steel insulated | Nominal 24 ga. Ribbed steel | Nominal 24 ga. Ribbed steel insulated | Styrene steelback insulated |
| | | | | | Maximum door square footage | | | | | | | | |
| RHX® | 1/2 | Yes | TSC | 1310 | 330 | 262 | 406 | 330 | 448 | 366 | 326 | 326 | 281 |
| RHX® | 3/4 | Yes | TSC | 1450 | 366 | 294 | 490 | 406 | 536 | 448 | 326 | 326 | 281 |
| RHX® | 1 | Yes | TSC | 1650 | 448 | 366 | 536 | 448 | 632 | 490 | 326 | 326 | 281 |
| RHX® w/14 RPM direct couple kit | 1 | Yes | SC | 2400 | 490 | 406 | 684 | 536 | 792 | 584 | 326 | 326 | 281 |
| RHX® w/14 RPM direct couple kit | 3 | Yes | SC | 3696 | 701 | 588 | 1020 | 821 | 1020 | 821 | 326 | 326 | 281 |

| Thermacore | | | | | | | | | | | | | Aluminum | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Model | HP | UL Listed | Door Series → | | 591 | 592 | 593 | 594 | 596 | 598 | 599 | 850 | 511 | 521 |
| | | | Mounting type | Max. door weight (lbs) | Ribbed steel 1-5/8" | Ribbed steel 2" | Ribbed steel 1-3/8" | Raised panel steel 1-3/8" | 20 ga. Flush steel 2" | Ribbed steel 1" | Ribbed steel 2" | 20 ga. Flush steel 3" | | |
| | | | | | Maximum door square footage | | | | | | | | | |
| RHX® | 1/2 | Yes | TSC | 1310 | 490 | 448 | 326 | 326 | 380 | 200 | 448 | 400 | 326 | 406 |
| RHX® | 3/4 | Yes | TSC | 1450 | 536 | 490 | 326 | 326 | 419 | 200 | 448 | 420 | 326 | 506 |
| RHX® | 1 | Yes | TSC | 1650 | 632 | 584 | 326 | 326 | 501 | 200 | 448 | 470 | 326 | 526 |
| RHX® w/14 RPM direct couple kit | 1 | Yes | SC | 2400 | 792 | 736 | 326 | 326 | 591 | 200 | 448 | 605 | 326 | 526 |
| RHX® w/14 RPM direct couple kit | 3 | Yes | SC | 3696 | 1164 | 1020 | 326 | 326 | 888 | 200 | 448 | 840 | 326 | 526 |

T = Trolley S = Jackshaft, Side Mount C = Jackshaft, Center Mount
Note: Side/center direct couple kit output speed is 26 RPM for 1/2, 3/4, and 1hp. For large doors use 14 RPM output speed direct couple kit on 1, and 3 HP RHX operators.
Note: Total door weight, and not the square footage, is the critical factor in selecting the proper operator. Square foot measurements are based on "square doors". (Example = 16' x 16')
Note: Doors that require special windloading and wide doors normally require increased strutting (reinforcement). Strutting doors can significantly increase door weight beyond maximum weight shown. Consult factory personnel in these situations.

## Rolling Steel Door square foot limits

| Model | HP | Max. output torque (in lbs.) | UL listed | Rolling steel doors | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 600 | 610/620 | | | | | | 625 | | | | | 627 | | |
| | | | | 24 ga. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 16/18 ga. Alum. | 14 ga. Alum. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 14 ga. Alum. | 24 ga. | 22 ga. | 14 ga. Alum. |
| | | | | Maximum door square footage | | | | | | | | | | | | | | |
| RHX® | 1/2 | 466 | Yes | 256* | 465 | 403 | 351 | 268 | 450 | 660 | 247 | 215 | 199 | 169 | 600 | 180 | 144 | 144 |
| RHX® | 3/4 | 570 | Yes | 256* | 580 | 502 | 437 | 334 | 450 | 480 | 307 | 268 | 248 | 211 | 420 | 216 | 180 | 180 |
| RHX® | 1 | 667 | Yes | 256* | 690 | 600 | 523 | 399 | 450 | 660 | 367 | 320 | 297 | 252 | 660 | 228 | 216 | 216 |
| RHX® | 3 | 1972 | Yes | 256* | N/A | 1137 | 945 | 867 | 450 | 810 | 798 | 696 | 645 | 548 | 810 | 512 | 476 | 476 |

| Model | HP | Max. output torque (in lbs.) | UL listed | FireKing® | | Rolling fire doors/shutters | | | | | Counter | Grilles | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 635 | | 630/631/634 | | | | 640/641 | 650/651/652 | 670 | 671 |
| | | | | 24 ga. | 22 ga. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 22 ga. | 20 ga. Alum. | Alum. | Steel |
| | | | | Maximum door square footage | | | | | | | | | |
| RHX® | 1/2 | 466 | Yes | 247** | 215** | 172** | 168** | 351** | 268** | N/A | All* | 540 | 240 |
| RHX® | 3/4 | 570 | Yes | 307** | 268** | 172** | 168** | 416** | 334** | N/A | All* | 620 | 290 |
| RHX® | 1 | 667 | Yes | 367** | 320** | 172** | 168** | 480** | 399** | N/A | All* | 700 | 340 |
| RHX® | 3 | 1972 | Yes | 798** | 696** | 172** | 168** | 576** | 696** | N/A | All* | 1080 | 888 |

Note: Door chart represents max. door height of 24ft., over 24ft high consult factory.
* Operator must be wall mounted.
** Must use the Auxiliary Input/Output Module part number OPABIOX.S when used in conjunction with a Fire Sentinel®

## Optional accessories

| Accessory | Description |
|---|---|
| Transmitters  | The RHX® operator features a built-in Radio Receiver System that can store up to 250 transmitters, giving the customer the ability to identify which transmitters have been operating the door. Radio transmitters may be single-button, two-button, three-button, four-button, or Open-Close-Stop. They are easily programmed or erased using the LCD display. The patented CodeDodger® technology automatically cycles between 315 and 390 MHz with the touch of a button. |
| Motors  | The following motors are available when specified:<br>• **Totally Enclosed Non Ventilated** (TENV)<br>• **Totally Enclosed Fan Cooled** (TEFC)<br>• **Environmental modifications:** TENV, TEFC, NEMA 4 and NEMA 4X |
| Auxiliary modules  | • **Timer to Close Module** – provides auxiliary control inputs, auxiliary safety inputs, auxiliary timer hold input, and an automatic door closing feature with a user-selectable time delay. Safety inputs can be enabled or disabled using the on-board keypad. A monitored safety device must be used with this module.<br>• **Auxiliary Output Module** – this plug-in module will provide several auxiliary sets of dry contacts for monitoring door status. Outputs can be configured using the on-board keypad. |
| Sensing devices  | • **Bottom Sensing Edge** – stops and reverses the door upon contact with an obstruction.<br>• **Safe-T-Beam®** – senses an obstruction and signals the operator to stop or reverse the door. |

## RHX® advantages

### Mounting

A wide variety of mounting options are available to fit any application including:

Sectional Doors: Standard, side mount, and dual trolley applications. All models come standard with the DC brake system. Side-mount and center-mount chain couple or direct couple to the door shaft with hoist. Hoist models are left or right hand adjustable in the field.

Rolling Steel Doors: With hoist, front of hood, top of hood, bench mount, and wall-mount applications. Hoist models are left or right hand adjustable in the field.

### Motor

Open drip-proof motor available in ½, ¾, 1 and 3* horsepower, single or three-phase. Totally enclosed non-ventilated (TENV) construction and totally enclosed fan cooled (TEFC) construction units are available as options.

### On-board radio receiver

This standard feature can add radio functionality to every job with no additional cost for the receiver. Stores up to 250 CodeDodger® transmitters including the new commercial dual frequency cycling versions.

### Drive reduction

Primary reduction is worm gear running in oil bath. Secondary reduction is by chain and sprocket.

### **Direct coupling** (optional on sectional doors only)

Provides fast, easy installation and prevents chain slacking. Available as an optional kit for sectional side/center mount and hoist units.

For sectional, options include:

- 14 RPM kit
- 26 RPM kit

### Timed Close

Doors can be set to automatically close after a two second to five minute delay.

### Mechanical brake system

24V DC Disc Brake. Fewer mechanical parts for improved reliability.

### **Clutch** (standard with trolley; optional with hoist)

Adjustable disc-type helps protect door and operator from major damage should the door meet an obstruction. (Included in 14 and 26 RPM direct couple mounting kits).

### Cycle counter

LCD clearly indicates the exact number of cycles logged for easy maintenance support.

### Adjustable shaft

Output shaft of the optional direct coupling kits can be moved from one side to the other, providing flexible installation options.

### Trolley rail assembly

High strength 2 inch structural angle for added strength and durability.

### **NEMA 4/4X operators** (optional)

Available for wet, dusty and corrosive environments.

### **CodeDodger® commercial dual frequency cycling transmitters** (optional)

Available in 1, 2, 3, 4-button and Open/Close/Stop versions. Automatically operates at both 315 and 390 MHz every time a button is pressed.

### Limited Warranty

RHX® operator features a 2-year or 20,000 cycle limited warranty. See installation manual for complete limitations and details.

* 3 horsepower models come only in three phase standard with (TEFC) construction.







## Architect's Corner

A resource for architects, containing comprehensive technical and resource materials to support your project, including drawings and specifications for commercial doors.

www.overheaddoor.com

### The original, innovative choice for unequalled quality and service.

Overhead Door Corporation pioneered the upward-acting door industry, inventing the first upward-acting door in 1921 and the first electric door operator in 1926. Today, we continue to be the industry leader through the strength of our product innovation, superior craftsmanship and outstanding customer support, underscoring a legacy of quality, expertise and integrity. That's why design and construction professionals specify Overhead Door™ products more often than any other brand. Our family of over 400 Overhead Door™ Distributors across the U.S. and Canada not only share our name and logo, but also our commitment to excellence.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

2501 S. State Hwy. 121 Bus., Suite 200, Lewisville, TX 75067
**1-800-929-DOOR • sales@overheaddoor.com**
**overheaddoor.com**

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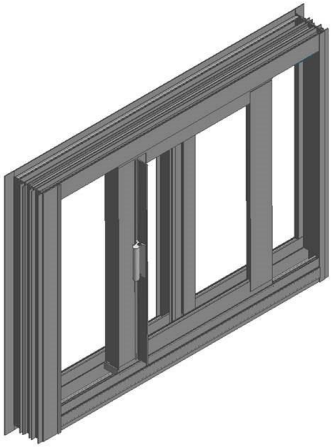

FRAME FINISH:
- WHITE
- BRONZE
- CLEAR ANODIZED

GLASS MAKE-UP:
- MPACT LAMINATED 7/16”
- IMPACT LAMINATED 9/16”
- IMPACT INSULATED 1 1/16”

SIZE:
- OX: MAX W:80”- H:76”
- XOX: MAX W:120” – H:76”

DP:
- UP TO 140 (+/- PSF)

EVALUATIONS:
- TAS 201-94
- TAS 202-94
- TAS 203-94
- ASTM E331-00
- ASTM E283-04
- ASTM E1886-13a
- ASTM E1996-14a

SCREENS:
- FIXED SCREENS AVAILABLE

COLONIALS:
- 1” FLAT BARS AVAILABLE





# EuroCraft
# Aluminum Horizontal Roller Series 300

6089

Serie

# EC 600

## Commercial French Door

Design options to meet a variety of architectural styles preference with ability to meet ADA standars code. Hi techprofile and rainforced material feature a higher design pressure, making them ideal for your new or existing construction.



### DESCRIPTION

- (LMI/SMI) missile impact rated
- Design loads PVB Interlayer (+/-120) SG Interlayer (+/-140)
- Frame depht 5"
- 1 1/4" - 2" Threshold option
- Bottom rail 4.5" - 8" symmetric available
- High performance low-e coating
- Sea Turtle Protection Code glass available
- Privacy glass available

### BENEFITS

- Quality and strength of heavy duty-gauge aluminun
- Our is perfect for hotels, schools, office and buildings
- Reinforced entry resistant
- Glass heat strengthened standard
- Aluminun material is chemically pre-treated
- Front glazing design

### GLASS TYPE

- Laminated 9/16" H.S.
- Insulated 1-5/16" H.S.

### MAXIMUM QUALIFIED SQFT

- Min Width: 26"
- Max Width: 48"
- Min Height: 64"
- Max Height: 120"

### MAX SQFT

- 40.00"

insurance
noise reduction
uv protection
energy saving
hurricane protection

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## PEREZ, NICOLE

SFL PROPERTY MAINTENANCE CORP.
8030 SW 34TH ST
MIAMI FL 33155

**LICENSE NUMBER: CGC1527912**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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6808

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** SFL PROPERTY MAINTENANCE CORP

**Receipt #:** 180-347618
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** NICOLE PEREZ/QUAL
**Business Location:** 8030 SW 34TH ST
MIAMI DADE COUNTY
**Business Phone:** 786-382-4240

**Business Opened:** 10/28/2024
**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

**For Vending Business Only**
**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

SFL PROPERTY MAINTENANCE CORP
8030 SW 34TH ST
MIAMI, FL 33155-3406

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** SFL PROPERTY MAINTENANCE CORP

**Receipt #:** 180-347618
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** NICOLE PEREZ/QUAL
**Business Location:** 8030 SW 34TH ST
MIAMI DADE COUNTY
**Business Phone:** 786-382-4240

**Business Opened:** 10/28/2024
**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

**For Vending Business Only**
**Number of Machines:** **Vending Type:**


| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

Plantation the grass is greener®

Disclaimer | Vendor Registration Form | Contact

| | |
|---|---|
| Company Name | SFL PROPERTY MAINTENANCE CORP |
| D.B.A | N/A |

## Company Address(Please no P.O. Box address)

| | | | |
|---|---|---|---|
| Address(Suite/Unit#) | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | NICOLE PEREZ | | |
| Title | VICE PRESIDENT | | |
| Email | nicole@sflpropertymaintenance.com | | |
| Company Type | S Corporation | | |
| Commodity Code1 | Building Maintenance & Repair (Interior/Exterior) | | |
| Commodity Code2 | Construction Services | | |

Commodity Code3: Floor Covering, Installation & Removal Supplies

Are any of the owners/partners related to a City employee? ☐ No ☐ Yes

☑ check this box if the **Billing Address** address is same as **Company Address.** Otherwise please complete the following:

| | | | |
|---|---|---|---|
| Address/Suite/Unit# | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone# | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | ARMANDO FIGUEREDO | | |
| Title | PRESIDENT | | |
| Email Address | armando@sflpropertymaintenance.com | | |
| Principal line of business | GENERAL CONTRACTOR WINDOWS DOORS P/ | | |
| How long in present business | 12 YEARS | | |
| Federal ID# | 45-5621968 | | |
| Plantation Business Tax# | | | |

☐ Enroll for Electronic Payment (EPAY) ?

Please select your signed W-9(name it with your company name) form first, then click the "Upload" button:

Choose File No file chosen Your W9 is uploaded

Check this box if you don't have a W9 form

Submit Reset

© 2024 - Plantation Vendor Application

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink or Electronic)

Nicoleperez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

STATE OF Floride

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 9th day of December, 20 24, by Nicole Perez, as Owner for SFL Property maintenance Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: B Figueredo

Print Name: B Figueredo

State of Florida at Large (Seal)

My commission expires: 2/26/2027

NOTARY PUBLIC STATE OF FLORIDA Belkis Figueredo Expires 02/26/2027 My Commission HH 366271

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: Nicole Perez

Name: Nicole Perez

Title: Owner

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12-09-2024 (*date*) by Nicole Perez who is personally known to me or who has produced _____ as identification.

My commission expires: 2/26/2027

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

B Figueredo
NOTARY PUBLIC

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 077-24.

2. This sworn statement is submitted by SFL Property Maintenance Corp (entity submitting sworn statement), whose business address is 8030 Sw 34 St Miami, FL 33155 and its Federal Employer Identification Number (FEIN) is 45-5621968. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Nicole Perez (please print name of individual signing), and my relationship to the entity named above is Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Nicole Perez
(Signature)

12/9/2024
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 9th Day of December, 2024, by Nicole Perez, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

**NOTARY PUBLIC:**

SIGN: B Figueredo

PRINT: B FIGUEREDO

Notary Public, State at large

My Commission Expires: 2/26/27

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** SFL Property Maintenance Corp

1. PROJECT: Windows and Doors Replacement RPQ#2023KIHWDR DATE: 09/05/2024
   LOCATION: Kendall Indian Hammocks
   Construction Maintenance Admin Office
   11395 SW 79 Street Miami, FL 33173

OWNER REPRSENTATIVE: Name: Omar Rivero
Title: Construction Manager
Email: omar.rivero@miamidade.gov

2. PROJECT: Replacement of Windows at Various Trash Recycling Centers RPQ 17253-23 DATE: 09/26/2023
   LOCATION: Various Miami Dade County Department of Solid Waste Management locations

OWNER REPRSENTATIVE: Name: Humberto Contreras
Title: Facilities Maintenance Division Chief
Email: Humberto.Contreras@miamidade.gov

3. PROJECT: Peace and Prosperity Home Read Window and Door Replacement PP-001-CP DATE: 12/07/2023
   LOCATION: Varius Locations
   2029 NW 49 St Miami, FL 33142
   2300 NW 140 St Miami, FL 33142
   14235 NW 22 Place Miami, FL 33172

OWNER REPRSENTATIVE: Name: Shawn Angell
Title: Construction and Renovation Supervisor
Email: Shawn.Angell@miamidade.gov

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

SFL Property Maintenance Corp
Company's Name

Nicole Perez
Authorized Representative Signature

Nicole Perez / Owner
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: SFL P ropertyMaintenance Corp

NAME: Nicole Perez

ADDRESS: 8030 SW 34 St Miami, FL 33155

TELEPHONE NO.: 786-382-4574 / 786-382-4240

FAX NO.: N/A

EMAIL ADDRESS: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: SFL Property Maintenance Corp

   The address of the principal place of business is: 8030 Sw 34 St Miami, FL 33155

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 07/18/2012
   b. State of Incorporation: Florida
   c. President's Name: Armando Figueredo
   d. Vice President's Name: Nicole P erez
   e. Secretary's Name: Nicole Pere z
   f. Treasurer's Name: Nicole Perez
   g. Name and address of Resident Agent: Armando Figueredo
      8030 SW 34th St Miami, FL 33155

3. If Bidder is an individual or a partnership, answer the following: N/A

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 12 years

   a. Under what other former names has your organization operated?

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor / License No. CGC1527912

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Nicole Perez / Contractor / Owner / 16 years of experience
    Submission of bidding documents, Contracts and contract compliance, Insurance Compliance, Accounting, Payroll, Budgeting, Assist in preparing schedule.

    Armando Figueredo / Superintendent / Owner
    Point of contact for City of Plantation Project Managers and any other representatives. Order Materials, Coordinate Subcontractors, Prepare schedule and supervise overall progress of project and timeliness of schedule. Communicate any issues, changes, and/or progress.

    Rolando Perez / Project Manager / 30 years of experience
    Oversee day to day operations, supervise employees and subcontractors, enforce site safety plans and procedures. Ensure work is being performed according to the schedule prepared

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Yes. Removal and Installation of Rolling Steel Doors will be completed by Overhead Door of South Florida

3949 Commerce Pkwy Miramar 33025, 954-266-7960 ext. 3505 Timothy Cooke

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Boom or scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

Nicole Perez

(Printed Name of Above Signer)

Owner

(Printed Title of Above Signer)

12/9/2024

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Overhead Door of South Florida a Division of DuraServ Corp., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

DuraServ Corp dba
Overhead Door of South Florida

By: _____
Signature

Hannah Clark / Contract Admin I
Name and Title

2200 Luna Rd., Suite 160
Street Address

Carrollton, TX 75006
City, State, Zip

12/9/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: SFL Property Maintenance Corp

By (sign): Nicole Perez

Print Name: Nicole Perez

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by Nicole Perez (*name of officer or agent, title of officer or agent*), of SFL Property Maintenance Corp (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 2/26/27 _____

NOTARY PUBLIC

NOTARY PUBLIC
Expires
02/26/2027
Belkis Figueredo
My Commission
HH 366271
STATE OF FLORIDA

# CORPORATE RESOLUTION

I hereby certify that I, Nicole Perez, am the undersigned Secretary of SFL Property Maintenance Corp (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 8030 SW 34 St Miami, FL 33155. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 3rd day of March, 2020 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Nicole Perez (name), Owner / Vice President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 077-24; Windows and Doors Replacement Fire Station#6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 3rd day of March, 2020

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Nicole Perez (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Nicole Perez | | Vice President, Secretary / Treasurer | | Nicole Perez |
| Armando Figueredo | | President | | |
| | | | | |

This 9th day of December, 2024.

N/A

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   ( ) Other, please describe:

CE FORM 4A – REV. 1-98

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# GUARANTEE OF BID PROPOSAL

Name of Company: SFL Property Maintenance Corp

Street Address: 8030 SW 34th St

Miami, FL 33155

City State Zip

Mailing Address: 8030 SW 34 St Miami, FL 33155

Phone No.: 786-382-4574 Fax#: N/A

Email Address: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1527912

State of Florida Corporation ID # (From Secretary of State): P12000063196

Federal Employer Identification Number (FEIN): 45-5621968

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez

(Authorized Signature in Ink or Electronic)

Nicole Perez

(Printed Name of Above Signer)

Owner

(Printed Title of Above Signer)

12/9/2024

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. Bid Bond

CONTRACTOR:
Name: SFL Property Maintenance Corp.
Legal Status: Florida Corporation
Address: 3345 SW 81st Avenue. Miami . FL 33155

SURETY:
Name: The Ohio Casualty Insurance Company
Legal Status: New Hampshire Corporation
Principal place of Business: 175 Berkeley Street, Boston, MA 02116

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% of Amount Bid (Five Percent of Amount Bid)

PROJECT:
Windows and Doors Replacement – Fire Station # 6 - ITB NO. 077-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

SFL Property Maintenance Corp.
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jarrett Merlucci

The Ohio Casualty Insurance Company
(Name of Surety)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205265-964011

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

6850

# 610/620 Rolling Service Doors

HEAVY-DUTY ROLLING SERVICE DOOR




STRENGTH.
VERSATILITY.
GOOD LOOKS.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

6851



***Cover image:*** *Model 610, perforation on top 2/3, bottom 1/3 solid, custom finish*

***Image above:*** *Stormtite™, Model 620, finish in Brown*

* FBC – Florida Building Code; TDI – Texas Department of Insurance; DADE – Miami-Dade Building Code Compliance Office
** When purchased together

## Standard features at a glance

| | |
|---|---|
| Max standard width | 30'4" (9246 mm) |
| Max standard height | 28'4" (8636 mm) |
| Curtain | 22 ga. galvanized steel up to 15'4" (4674 mm) wide<br>20 ga. galvanized steel over 18'4" to 25'4" (5588 -7722 mm) wide<br>18 ga. galvanized steel over 25'4" to 30'4" (7722-9245 mm) wide |
| Slat profile | Curved, type C-187 or C-275 (Model 610);<br>Flat, type F-265 (Model 620) |
| Finish | Gray, Tan, Brown or White |
| Hood | 24 ga. galvanized steel |
| Wind load | 20 psf |
| Standard mounting | Face-of-wall |
| Operation | Manual push-up up to 84 ft² (7804 mm²) or 12' x 7' (3658 mm x 2134 mm)<br>Chain hoist over 84 ft² (7804 mm²) or 12' x 7' (3658 mm x 2134 mm) |
| Standard spring | 20,000 cycle |
| Weatherseals | Bottom bar astragal<br>Guide weatherseals and hood baffle (Model 620) |
| Guides | Three structural steel angles; PowderGuard® weathered finish with black powder coat |
| Bottom bar | Extruded aluminum w/weatherseal to 15'4" (4674 mm)<br>Back-to-back steel angles w/weatherseal > 15'4" (>4674 mm) |
| Lock | Interior slide bolt on push-up<br>Padlockable chain keeper on chain hoist |
| Warranty | 24-month limited;<br>3 years/20,000 cycles limited on Overhead Door door and operator system** |

## Options

- Electric operator (RHX®, RSX®, RMX®) or crank operation
- Bottom sensing edge, sloping bottom bar
- Galvanized steel bottom bar angles and guides
- Between-jamb mounting
- Stainless steel or aluminum slats
- High-usage package
- High-wind load option (FBC, TDI, DADE)*
- Cylinder lock
- Exhaust ports
- Flat slat profile option F-265 and C-600 heavy-duty 6" curved slat (Model 610)
- Perforated 18-gauge steel slats with 1/16" (2 mm) diameter holes on 1/16" (2 mm) centers
- Fenestrated slats with uniformly spaced openings of 5/8" x 3" (16 mm x 76 mm) or 1" x 10" (25.4 mm x 254 mm) on F265 slat only
- PowderGuard® Premium powder coat paint finish in 197 standard colors, or color-matched to specification
- PowderGuard® Zinc and PowderGuard® Weathered finishes
- Special application doors:
  - Oversized doors to 1500 ft². (139.4 m²)
  - Combination doors with grilles and/or with full or partial standard, perforated or fenestrated slats
  - Spark-resistant doors, craneway doors, pass doors

## Door that is are strong, durable, handsome and versatile

Model 610 – the best selling door of our line. Stormtite™ Model 620 is an ideal choice for keeping climate-controlled air in and the elements out. Available to fit openings up to 30'4"x 28'4" (9246 mm x 8636 mm), these doors are fabricated of 18- to 24-gauge galvanized steel (depending upon door width), and can withstand wind loads up to 20 psf. Interlocking slats with endlocks ensure a tight fit while minimizing lateral movement.

Design versatility is afforded by a wide array of options, including a selection of slat profiles; curtain materials, finishes and colors; electric operation, and special features for unique applications. Each of our rolling service doors is configured for precise fitting of components, simpler installation, lower maintenance costs and trouble-free operation for life. The result is a door tough enough to perform exceptionally well in demanding industrial environments – and attractive enough to meet exacting aesthetic requirements.

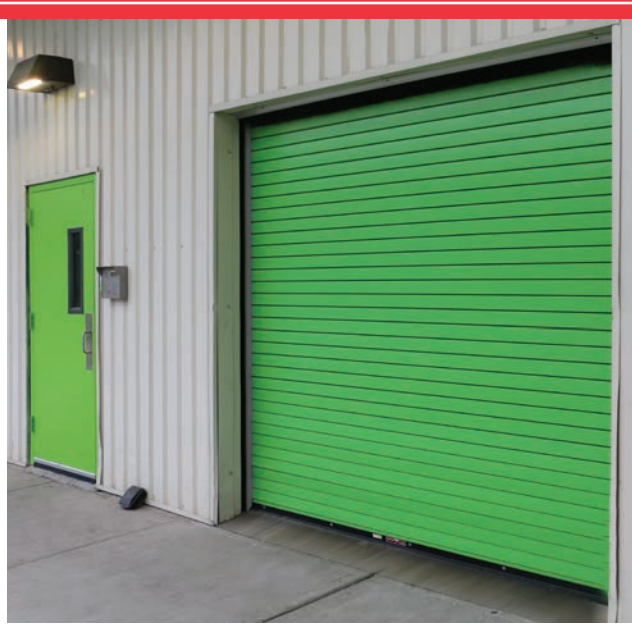

*Model 620, custom finish*

## Slat profiles

**Model 610**

C-187 Slat

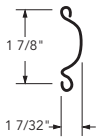


C-275 Slat

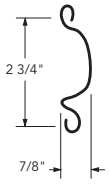


C-600 Slat

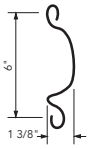


F-265 Slat, FE-265 Slat

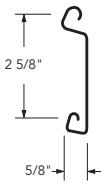


**Model 620**

F-265 Slat, FE-265 Slat

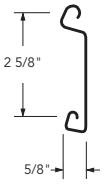


## Finish options

| | Finish details |
|---|---|
| Standard polyester base coat | Two-coat system with polyester based top coat. |
| PowderGuard® Premium powder coat | Weather resistant polyester powder coat available in 197 colors; custom color match and EZ Clean treatment options available. |
| PowderGuard® Zinc finish | Zinc enriched powder coat provides excellent corrosion protection that outperforms both hot dipped and cold galvanized steel. Color selection from 197 powder coat colors; custom color match also available. |
| PowderGuard® Weathered finish | Industrial textured powder coat provides a thicker, more scratch resistant coat for added product protection. |

### Colors

Gray

Tan

Brown

White

Actual colors may vary from brochure due to fluctuations in the printing process. Always request a color sample from your Overhead Door Distributor for accurate color matching.




*Model 610, perforated steel slat, PowderGuard® Weathered finish in Iron*




## Architect's Corner

**A resource for architects, containing comprehensive technical and resource materials to support your project, including drawings and specifications for commercial doors.**

**www.overheaddoor.com**

### The original, innovative choice for unequalled quality and service.

Overhead Door pioneered the upward-acting door industry, inventing the first upward-acting door in 1921 and the first electric door operator in 1926. Today, we continue to be the industry leader through the strength of our product innovation, superior craftsmanship and outstanding customer support, underscoring a legacy of quality, expertise and integrity. That's why design and construction professionals specify Overhead Door products more often than any other brand. Our family of over 400 Overhead Door Distributors across the U.S. and Canada not only share our name and logo, but also our commitment to excellence.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

2501 S. State Hwy. 121 Bus., Suite 200, Lewisville, TX 75067
**1-800-929-DOOR • sales@overheaddoor.com**
**www.overheaddoor.com**

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All other trademarks are property of their rightful owners. Consistent with our policy of continuing product improvement,
we reserve the right to change product specifications without notice or obligation. C900-103 10/16

# RHX®

## HEAVY DUTY COMMERCIAL OPERATOR




EASY OPERATION AND SUPERIOR FUNCTIONALITY FOR THE MOST STRINGENT APPLICATIONS.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

6855

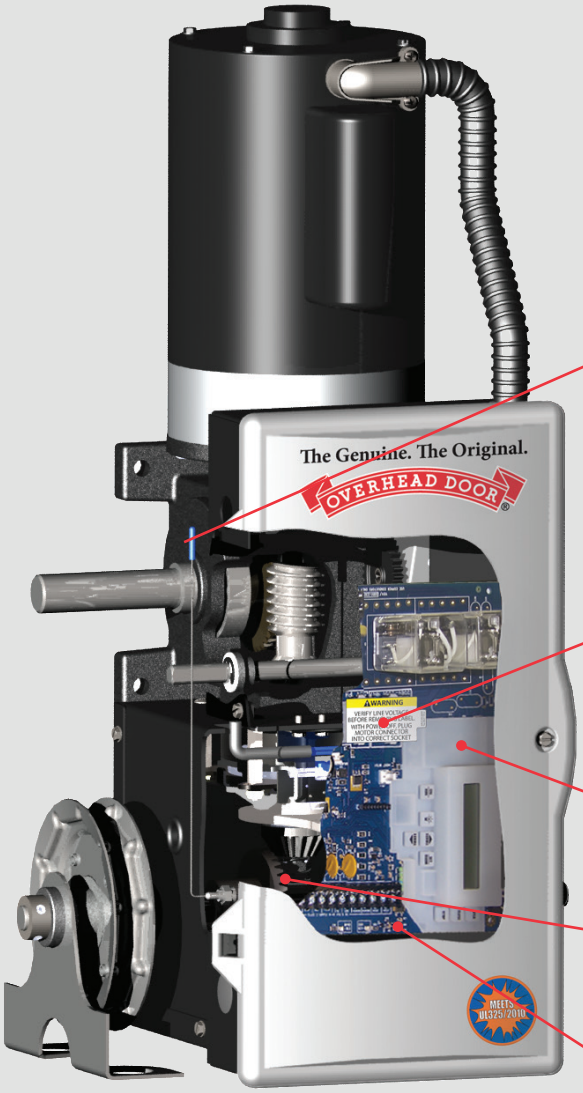


## Standard features at a glance

**Progressive braking***
An advanced DC brake system similar to anti-lock brakes brings the door to a soft stop for less wear and tear on the system.

**Easy limit setting with LimitLock®**
An electro/mechanical limit sensor that makes it easy to set and maintain limits.

**Advanced radio receiver system with auto seek frequency range**
Quickly and easily learns up to 250 CodeDodger® transmitters. This system will automatically cycle between 315 and 390 frequencies. It can add and delete transmitters from the menu and easily identify which transmitters are operating the door.

**Voltage freedom with Voltamatic®**
Voltamatic® provides 115/208/230V single phase in one unit, and 208/230/460V three phase in another unit. A separate 575V three phase unit is also available.

**16-character LCD display**
Simplifies installation and troubleshooting. Intelligent menu structure and expanded self-diagnostics.

**True gear head design**
This system's primary drive reduction is via worm gear running in oil bath, which provides reliable operation.

**UL325 2010 compliant**
This standard requires the addition of monitored external entrapment devices prior to the operator working in momentary contact in the close direction.

*Patents # 6,737,823 and # 6,388,412

## Sectional Steel Door square foot limits

| Commercial steel insulated & non-insulated | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Model | HP | UL Listed | Door Series → | | 416 | 418 | 420 | 422 | 424 | 426 | 430 | 432 | 470 |
| | | | Mounting type | Max. door weight (lbs) | 16 ga. Flush steel | 16 ga. Flush steel insulated | 20 ga. Ribbed steel | 20 ga. Ribbed steel insulated | 24 ga. Ribbed steel | 24 ga. Ribbed steel insulated | Nominal 24 ga. Ribbed steel | Nominal 24 ga. Ribbed steel insulated | Styrene steelback insulated |
| | | | | | Maximum door square footage | | | | | | | | |
| RHX® | 1/2 | Yes | TSC | 1310 | 330 | 262 | 406 | 330 | 448 | 366 | 326 | 326 | 281 |
| RHX® | 3/4 | Yes | TSC | 1450 | 366 | 294 | 490 | 406 | 536 | 448 | 326 | 326 | 281 |
| RHX® | 1 | Yes | TSC | 1650 | 448 | 366 | 536 | 448 | 632 | 490 | 326 | 326 | 281 |
| RHX® w/14 RPM direct couple kit | 1 | Yes | SC | 2400 | 490 | 406 | 684 | 536 | 792 | 584 | 326 | 326 | 281 |
| RHX® w/14 RPM direct couple kit | 3 | Yes | SC | 3696 | 701 | 588 | 1020 | 821 | 1020 | 821 | 326 | 326 | 281 |

| Thermacore | | | | | | | | | | | | | Aluminum | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Model | HP | UL Listed | Door Series → | | 591 | 592 | 593 | 594 | 596 | 598 | 599 | 850 | 511 | 521 |
| | | | Mounting type | Max. door weight (lbs) | Ribbed steel 1-5/8" | Ribbed steel 2" | Ribbed steel 1-3/8" | Raised panel steel 1-3/8" | 20 ga. Flush steel 2" | Ribbed steel 1" | Ribbed steel 2" | 20 ga. Flush steel 3" | | |
| | | | | | Maximum door square footage | | | | | | | | | |
| RHX® | 1/2 | Yes | TSC | 1310 | 490 | 448 | 326 | 326 | 380 | 200 | 448 | 400 | 326 | 406 |
| RHX® | 3/4 | Yes | TSC | 1450 | 536 | 490 | 326 | 326 | 419 | 200 | 448 | 420 | 326 | 506 |
| RHX® | 1 | Yes | TSC | 1650 | 632 | 584 | 326 | 326 | 501 | 200 | 448 | 470 | 326 | 526 |
| RHX® w/14 RPM direct couple kit | 1 | Yes | SC | 2400 | 792 | 736 | 326 | 326 | 591 | 200 | 448 | 605 | 326 | 526 |
| RHX® w/14 RPM direct couple kit | 3 | Yes | SC | 3696 | 1164 | 1020 | 326 | 326 | 888 | 200 | 448 | 840 | 326 | 526 |

T = Trolley S = Jackshaft, Side Mount C = Jackshaft, Center Mount
Note: Side/center direct couple kit output speed is 26 RPM for 1/2, 3/4, and 1hp. For large doors use 14 RPM output speed direct couple kit on 1, and 3 HP RHX operators.
Note: Total door weight, and not the square footage, is the critical factor in selecting the proper operator. Square foot measurements are based on "square doors". (Example = 16' x 16')
Note: Doors that require special windloading and wide doors normally require increased strutting (reinforcement). Strutting doors can significantly increase door weight beyond maximum weight shown. Consult factory personnel in these situations.

## Rolling Steel Door square foot limits

| Model | HP | Max. output torque (in lbs.) | UL listed | Rolling steel doors | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 600 | 610/620 | | | | | | 625 | | | | | 627 | | |
| | | | | 24 ga. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 16/18 ga. Alum. | 14 ga. Alum. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 14 ga. Alum. | 24 ga. | 22 ga. | 14 ga. Alum. |
| | | | | Maximum door square footage | | | | | | | | | | | | | | |
| RHX® | 1/2 | 466 | Yes | 256* | 465 | 403 | 351 | 268 | 450 | 660 | 247 | 215 | 199 | 169 | 600 | 180 | 144 | 144 |
| RHX® | 3/4 | 570 | Yes | 256* | 580 | 502 | 437 | 334 | 450 | 480 | 307 | 268 | 248 | 211 | 420 | 216 | 180 | 180 |
| RHX® | 1 | 667 | Yes | 256* | 690 | 600 | 523 | 399 | 450 | 660 | 367 | 320 | 297 | 252 | 660 | 228 | 216 | 216 |
| RHX® | 3 | 1972 | Yes | 256* | N/A | 1137 | 945 | 867 | 450 | 810 | 798 | 696 | 645 | 548 | 810 | 512 | 476 | 476 |

| Model | HP | Max. output torque (in lbs.) | UL listed | FireKing® | | Rolling fire doors/shutters | | | | | Counter | Grilles | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 635 | | 630/631/634 | | | | 640/641 | 650/651/652 | 670 | 671 |
| | | | | 24 ga. | 22 ga. | 24 ga. | 22 ga. | 20 ga. | 18 ga. | 22 ga. | 20 ga. Alum. | Alum. | Steel |
| | | | | Maximum door square footage | | | | | | | | | |
| RHX® | 1/2 | 466 | Yes | 247** | 215** | 172** | 168** | 351** | 268** | N/A | All* | 540 | 240 |
| RHX® | 3/4 | 570 | Yes | 307** | 268** | 172** | 168** | 416** | 334** | N/A | All* | 620 | 290 |
| RHX® | 1 | 667 | Yes | 367** | 320** | 172** | 168** | 480** | 399** | N/A | All* | 700 | 340 |
| RHX® | 3 | 1972 | Yes | 798** | 696** | 172** | 168** | 576** | 696** | N/A | All* | 1080 | 888 |

Note: Door chart represents max. door height of 24ft., over 24ft high consult factory.
* Operator must be wall mounted.
** Must use the Auxiliary Input/Output Module part number OPABIOX.S when used in conjunction with a Fire Sentinel®

## Optional accessories

| Accessory | Description |
|---|---|
| Transmitters  | The RHX® operator features a built-in Radio Receiver System that can store up to 250 transmitters, giving the customer the ability to identify which transmitters have been operating the door. Radio transmitters may be single-button, two-button, three-button, four-button, or Open-Close-Stop. They are easily programmed or erased using the LCD display. The patented CodeDodger® technology automatically cycles between 315 and 390 MHz with the touch of a button. |
| Motors  | The following motors are available when specified:<br>• **Totally Enclosed Non Ventilated** (TENV)<br>• **Totally Enclosed Fan Cooled** (TEFC)<br>• **Environmental modifications:** TENV, TEFC, NEMA 4 and NEMA 4X |
| Auxiliary modules  | • **Timer to Close Module** – provides auxiliary control inputs, auxiliary safety inputs, auxiliary timer hold input, and an automatic door closing feature with a user-selectable time delay. Safety inputs can be enabled or disabled using the on-board keypad. A monitored safety device must be used with this module.<br>• **Auxiliary Output Module** – this plug-in module will provide several auxiliary sets of dry contacts for monitoring door status. Outputs can be configured using the on-board keypad. |
| Sensing devices  | • **Bottom Sensing Edge** – stops and reverses the door upon contact with an obstruction.<br>• **Safe-T-Beam®** – senses an obstruction and signals the operator to stop or reverse the door. |

## RHX® advantages

### Mounting

A wide variety of mounting options are available to fit any application including:

Sectional Doors: Standard, side mount, and dual trolley applications. All models come standard with the DC brake system. Side-mount and center-mount chain couple or direct couple to the door shaft with hoist. Hoist models are left or right hand adjustable in the field.

Rolling Steel Doors: With hoist, front of hood, top of hood, bench mount, and wall-mount applications. Hoist models are left or right hand adjustable in the field.

### Motor

Open drip-proof motor available in ½, ¾, 1 and 3* horsepower, single or three-phase. Totally enclosed non-ventilated (TENV) construction and totally enclosed fan cooled (TEFC) construction units are available as options.

### On-board radio receiver

This standard feature can add radio functionality to every job with no additional cost for the receiver. Stores up to 250 CodeDodger® transmitters including the new commercial dual frequency cycling versions.

### Drive reduction

Primary reduction is worm gear running in oil bath. Secondary reduction is by chain and sprocket.

### **Direct coupling** (optional on sectional doors only)

Provides fast, easy installation and prevents chain slacking. Available as an optional kit for sectional side/center mount and hoist units.

For sectional, options include:

- 14 RPM kit
- 26 RPM kit

### Timed Close

Doors can be set to automatically close after a two second to five minute delay.

### Mechanical brake system

24V DC Disc Brake. Fewer mechanical parts for improved reliability.

### **Clutch** (standard with trolley; optional with hoist)

Adjustable disc-type helps protect door and operator from major damage should the door meet an obstruction. (Included in 14 and 26 RPM direct couple mounting kits).

### Cycle counter

LCD clearly indicates the exact number of cycles logged for easy maintenance support.

### Adjustable shaft

Output shaft of the optional direct coupling kits can be moved from one side to the other, providing flexible installation options.

### Trolley rail assembly

High strength 2 inch structural angle for added strength and durability.

### **NEMA 4/4X operators** (optional)

Available for wet, dusty and corrosive environments.

### **CodeDodger® commercial dual frequency cycling transmitters** (optional)

Available in 1, 2, 3, 4-button and Open/Close/Stop versions. Automatically operates at both 315 and 390 MHz every time a button is pressed.

### Limited Warranty

RHX® operator features a 2-year or 20,000 cycle limited warranty. See installation manual for complete limitations and details.

* 3 horsepower models come only in three phase standard with (TEFC) construction.







## Architect's Corner

A resource for architects, containing comprehensive technical and resource materials to support your project, including drawings and specifications for commercial doors.

www.overheaddoor.com

### The original, innovative choice for unequalled quality and service.

Overhead Door Corporation pioneered the upward-acting door industry, inventing the first upward-acting door in 1921 and the first electric door operator in 1926. Today, we continue to be the industry leader through the strength of our product innovation, superior craftsmanship and outstanding customer support, underscoring a legacy of quality, expertise and integrity. That's why design and construction professionals specify Overhead Door™ products more often than any other brand. Our family of over 400 Overhead Door™ Distributors across the U.S. and Canada not only share our name and logo, but also our commitment to excellence.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

2501 S. State Hwy. 121 Bus., Suite 200, Lewisville, TX 75067
**1-800-929-DOOR • sales@overheaddoor.com**
**overheaddoor.com**

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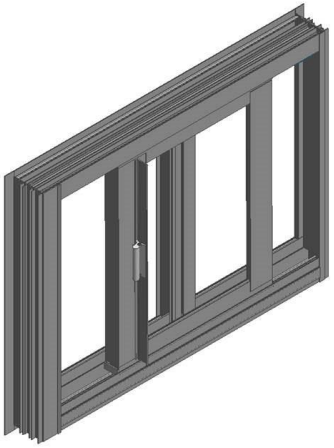

FRAME FINISH:
- WHITE
- BRONZE
- CLEAR ANODIZED

GLASS MAKE-UP:
- MPACT LAMINATED 7/16”
- IMPACT LAMINATED 9/16”
- IMPACT INSUALTED 1 1/16”

SIZE:
- OX: MAX W:80”- H:76”
- XOX: MAX W:120” – H:76”

DP:
- UP TO 140 (+/- PSF)

EVALUATIONS:
- TAS 201-94
- TAS 202-94
- TAS 203-94
- ASTM E331-00
- ASTM E283-04
- ASTM E1886-13a
- ASTM E1996-14a

SCREENS:
- FIXED SCREENS AVAILABLE

COLONIALS:
- 1” FLAT BARS AVAILABLE





# EuroCraft
# Aluminum Horizontal Roller Series 300

6861

Serie

# EC 600

## Commercial French Door

Design options to meet a variety of architectural styles preference with ability to meet ADA standars code. Hi techprofile and rainforced material feature a higher design pressure, making them ideal for your new or existing construction.



### DESCRIPTION

- (LMI/SMI) missile impact rated
- Design loads PVB Interlayer (+/-120) SG Interlayer (+/-140)
- Frame depht 5"
- 1 1/4" - 2" Threshold option
- Bottom rail 4.5" - 8" symmetric available
- High performance low-e coating
- Sea Turtle Protection Code glass available
- Privacy glass available

### BENEFITS

- Quality and strength of heavy duty-gauge aluminun
- Our is perfect for hotels, schools, office and buildings
- Reinforced entry resistant
- Glass heat strengthened standard
- Aluminun material is chemically pre-treated
- Front glazing design

### GLASS TYPE

- Laminated 9/16" H.S.
- Insulated 1-5/16" H.S.

### MAXIMUM QUALIFIED SQFT

- Min Width: 26"
- Max Width: 48"
- Min Height: 64"
- Max Height: 120"

### MAX SQFT

- 40.00"

insurance
noise reduction
uv protection
energy saving
hurricane protection

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## PEREZ, NICOLE

SFL PROPERTY MAINTENANCE CORP.
8030 SW 34TH ST
MIAMI FL 33155

**LICENSE NUMBER: CGC1527912**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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This is your license. It is unlawful for anyone other than the licensee to use this document.

6863

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** SFL PROPERTY MAINTENANCE CORP

**Receipt #:** 180-347618
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** NICOLE PEREZ/QUAL
**Business Location:** 8030 SW 34TH ST
MIAMI DADE COUNTY
**Business Phone:** 786-382-4240

**Business Opened:** 10/28/2024
**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

**For Vending Business Only**
**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

SFL PROPERTY MAINTENANCE CORP
8030 SW 34TH ST
MIAMI, FL 33155-3406

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** SFL PROPERTY MAINTENANCE CORP

**Receipt #:** 180-347618
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** NICOLE PEREZ/QUAL
**Business Location:** 8030 SW 34TH ST
MIAMI DADE COUNTY
**Business Phone:** 786-382-4240

**Business Opened:** 10/28/2024
**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

**For Vending Business Only**
**Number of Machines:** **Vending Type:**


| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**


**6864**

Plantation the grass is greener®

Disclaimer | Vendor Registration Form | Contact

| | |
|---|---|
| Company Name | SFL PROPERTY MAINTENANCE CORP |
| D.B.A | N/A |

## Company Address(Please no P.O. Box address)

| | | | |
|---|---|---|---|
| Address(Suite/Unit#) | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | NICOLE PEREZ | | |
| Title | VICE PRESIDENT | | |
| Email | nicole@sflpropertymaintenance.com | | |
| Company Type | S Corporation | | |
| Commodity Code1 | Building Maintenance & Repair (Interior/Exterior) | | |
| Commodity Code2 | Construction Services | | |

Commodity Code3: Floor Covering, Installation & Removal Supplies

Are any of the owners/partners related to a City employee? ☐ No ☐ Yes

☑ check this box if the **Billing Address** address is same as **Company Address.** Otherwise please complete the following:

| | | | |
|---|---|---|---|
| Address/Suite/Unit# | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone# | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | ARMANDO FIGUEREDO | | |
| Title | PRESIDENT | | |
| Email Address | armando@sflpropertymaintenance.com | | |
| Principal line of business | GENERAL CONTRACTOR WINDOWS DOORS P/ | | |
| How long in present business | 12 YEARS | | |
| Federal ID# | 45-5621968 | | |
| Plantation Business Tax# | | | |

☐ Enroll for Electronic Payment (EPAY) ?

Please select your signed W-9(name it with your company name) form first, then click the "Upload" button:

Choose File No file chosen Your W9 is uploaded

☐ Check this box if you don't have a W9 form

Submit Reset

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# EUROCRAFT INDUSTRIES INC.

## *SERIES 600 COMMERCIAL DOOR*
## *(HVHZ)(IMPACT)*

GENERAL NOTES:

1. THE PRODUCT SHOWN HEREIN IS DESIGNED AND MANUFACTURED TO COMPLY WITH THE CURRENT EDITION FLORIDA BUILDING CODE (FBC) INCLUDING HVHZ. ALL PRODUCTS UNDER THE SCOPE OF THIS DOCUMENT HAVE BEEN EVALUATED ACCORDING TO THE FOLLOWING:
   - ASTM E283-04
   - ASTM E331-00(09)
   - ASTM E1886-13a
   - ASTM E1996-14a
   - TAS 201-94
   - TAS 202-94
   - TAS 203-94

2. ADEQUACY OF THE EXISTING STRUCTURAL CONCRETE/MASONRY, 2X AND METAL STUD FRAMING AS A MAIN WIND FORCE RESISTING SYSTEM CAPABLE OF WITHSTANDING AND TRANSFERRING APPLIED PRODUCT LOADS TO THE FOUNDATION IS THE RESPONSIBILITY OF THE ENGINEER OR ARCHITECT OF RECORD FOR THE PROJECT OF INSTALLATION.

3. 1X AND 2X BUCKS (WHEN USED) SHALL BE DESIGNED AND ANCHORED TO PROPERLY TRANSFER ALL LOADS TO THE STRUCTURE. BUCK DESIGN AND INSTALLATION IS THE RESPONSIBILITY OF THE ENGINEER OR ARCHITECT OF RECORD FOR THE PROJECT OF INSTALLATION.

4. INSTALL INDIVIDUAL INSTALLATION ANCHORS WITHIN A TOLERANCE OF ±1/4 INCH OF THE DEPICTED LOCATION IN THE ANCHOR LAYOUT DETAIL (I.E., WITHOUT CONSIDERATION OF TOLERANCES). TOLERANCES ARE NOT CUMULATIVE FROM ONE INSTALLATION ANCHOR TO THE NEXT.

5. THE INSTALLATION DETAILS DESCRIBED HEREIN ARE GENERIC AND MAY NOT REFLECT ACTUAL CONDITIONS FOR A SPECIFIC SITE. IF SITE CONDITIONS CAUSE INSTALLATION TO DEVIATE FROM THE REQUIREMENTS DETAILED HEREIN, A LICENSED ENGINEER OR ARCHITECT SHALL PREPARE SITE SPECIFIC DOCUMENTS FOR USE WITH THIS DOCUMENT IN HVHZ AREAS.

6. APPROVED IMPACT PROTECTIVE SYSTEM **IS NOT REQUIRED** TO PROTECT THIS PRODUCT IN AREAS REQUIRING IMPACT RESISTANCE.

7. WINDOW FRAME MATERIAL: ALUMINUM 6005-T5 & 6063-T6

8. GLASS MEETS THE REQUIREMENTS OF ASTM E1300 GLASS CHARTS. SEE SHEET 2 FOR GLAZING DETAILS.

**TABLE OF CONTENTS**


| SHEET | DESCRIPTION |
|---|---|
| 1 | GENERAL NOTES |
| 2 | GLAZING DETAILS |
| 3 | ELEVATIONS (10') |
| 4 | ELEVATIONS (10' WITH TRANSOM) |
| 5 | ELEVATIONS (8') |
| 6 | ELEVATIONS(8' WITH TRANSOM) |
| 7 | VERTICAL SECTIONS |
| 8 | HORIZONTAL SECTIONS |
| 9 | HORIZONTAL SECTIONS |
| 10 | HARDWARE OPTIONS |
| 11 | MULLION LOAD JAMB CAPACITY |
| 12 | INSTALLATION NOTES AND ANCHOR DETAILS |
| 13 | BILL OF MATERIALS |
| 14 | COMPONENTS |


| DESIGN PRESSURE RATING | | |
|---|---|---|
| GLAZING TYPE | MAX DESIGN PRESSURE | MISSILE RATING |
| G-1,G-2,G-3 & G-4 | SEE SHEET 3-6 FOR DESIGN PRESSURE TABLE | LARGE & SMALL IMPACT |


EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872


TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
GENERAL NOTES


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD, STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com


| REMARKS | BY | DATE |
|---|---|---|
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HERMES F. NORIEGA, P.E.
FLORIDA P.E. No 73778
BUILDING DROPS, INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

| DWG. BY: | CHK. BY: |
|---|---|
| ER | HFN |

SCALE: NTS

DWG. #: ECI030

SHEET: 1

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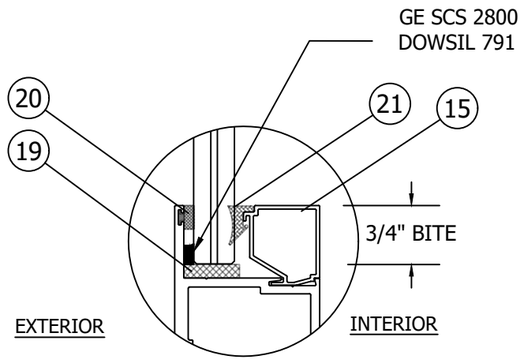


## GLAZING DETAIL 1

**GLASS TYPE 1:**
9/16" LAMINATED GLASS:
1/4" HEAT STRENGTHENED GLASS
0.090" TROFISOL PVB INTERLAYER BY KURARAY OF AMERICA
1/4" HEAT STRENGTHENED GLASS

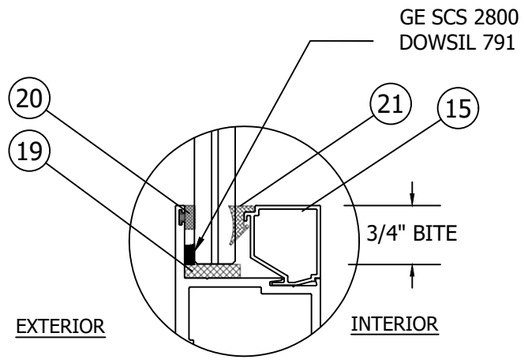


## GLAZING DETAIL 2

**GLASS TYPE 2:**
9/16" LAMINATED GLASS:
1/4" HEAT STRENGTHENED GLASS
0.090" SG INTERLAYER BY KURARAY OF AMERICA
1/4" HEAT STRENGTHENED GLASS

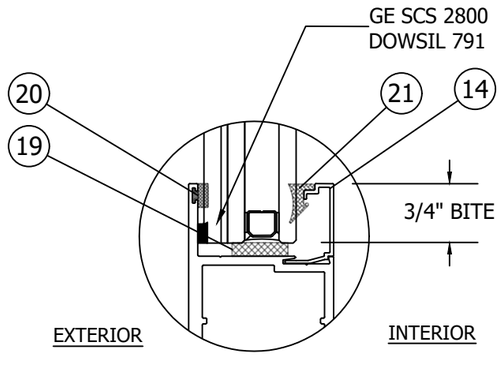


## GLAZING DETAIL 3

**GLASS TYPE 3:**
1 3/16" INSULATED LAMINATED GLASS:
3/16" HEAT STRENGTHENED GLASS
0.090" TROFISOL PVB INTERLAYER BY KURARAY OF AMERICA
3/16" HEAT STRENGTHENED GLASS
1/2" AIR SPACE
1/4" TEMPERED GLASS

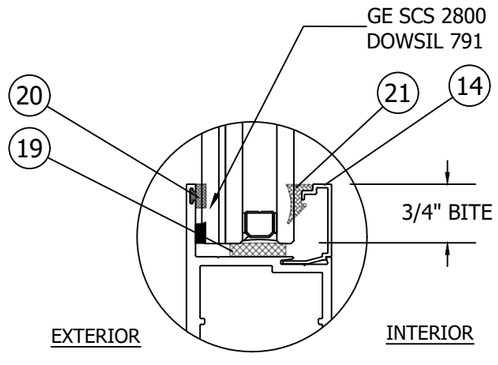


## GLAZING DETAIL 4

**GLASS TYPE 4:**
1 3/16" INSULATED LAMINATED GLASS:
3/16" HEAT STRENGTHENED GLASS
0.090" SG INTERLAYER BY KURARAY OF AMERICA
3/16" HEAT STRENGTHENED GLASS
1/2" AIR SPACE
1/4" TEMPERED GLASS

GLAZING NOTES:
1. GLASS TYPE SHALL COMPLY WITH ASTM E1300 REQUIREMENTS.
2. SETTING BLOCKS TO BE LOCATED AT 1/4 SPAN LENGTH FOR GLASS WIDER THAN 36" AS PER FBC CHAPTER 24.
3. SETTING BLOCK DUROMETER HARDNESS OF 70-90 (SHORE A) AS REFERENCED IN FBC CHAPTER 24.
4. GLASS TYPE SHALL COMPLY WITH APPLICABLE GLAZING REQUIREMENTS PER CHAPTER 24 OF THE FBC

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
GLAZING DETAILS

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com

| REMARKS | BY | DATE |
|---|---|---|
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FLORIDA P.E. No 73778
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 2

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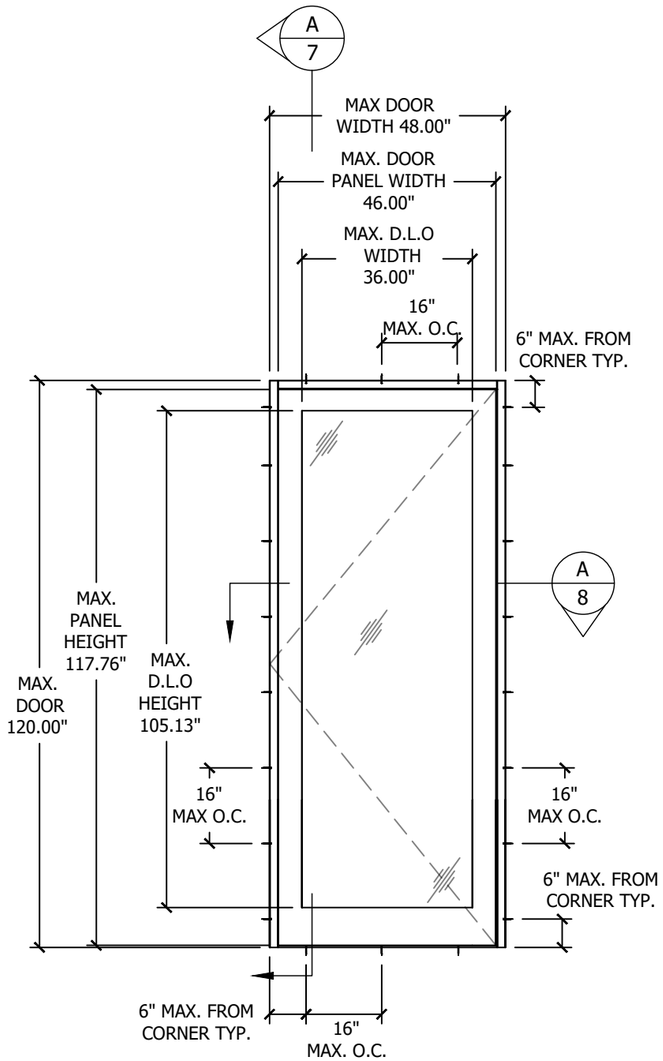


ELEVATION

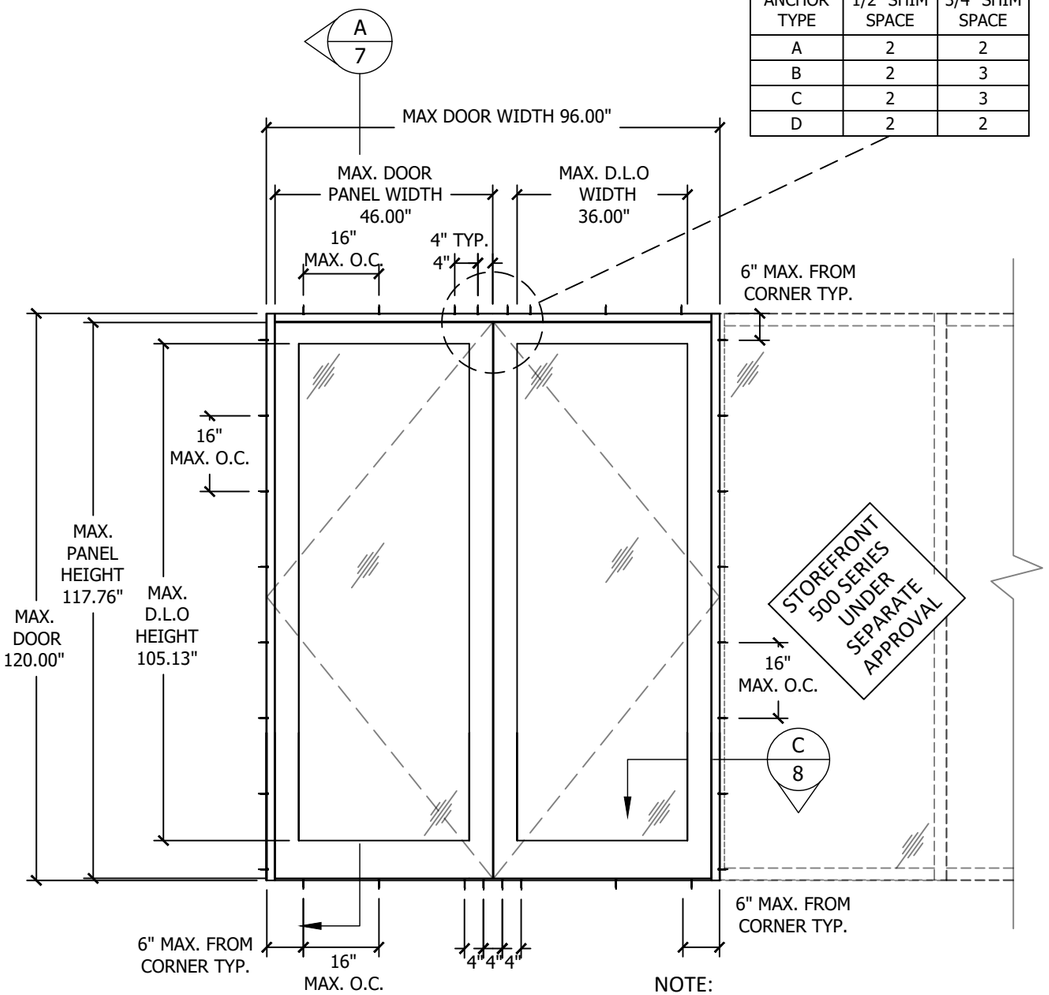


ELEVATION

| NO. OF ADDITIONAL ANCHORS AT ASTRAGAL ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

NOTE:
STOREFRONT 500 SERIES APPLICABLE FOR BOTH SINGLE & DOUBLE DOORS

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +120 PSF | G2, G4 |
| NEGATIVE | -120 PSF | |
| WITH ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

D.L.O. DAYLITE OPENING.
F.H. FRAME HEIGHT.
F.W. FRAME WIDTH.
D.O. DOOR OPENING
W/ WITH
W/O WITHOUT
O.C. ON CENTER

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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

ELEVATIONS (10')

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| REMARKS | BY | DATE |
|---|---|---|
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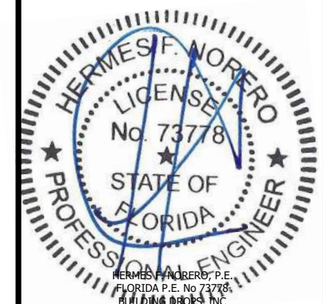


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FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 3

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| NO. OF ADDITIONAL ANCHORS AT TRANSOM ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

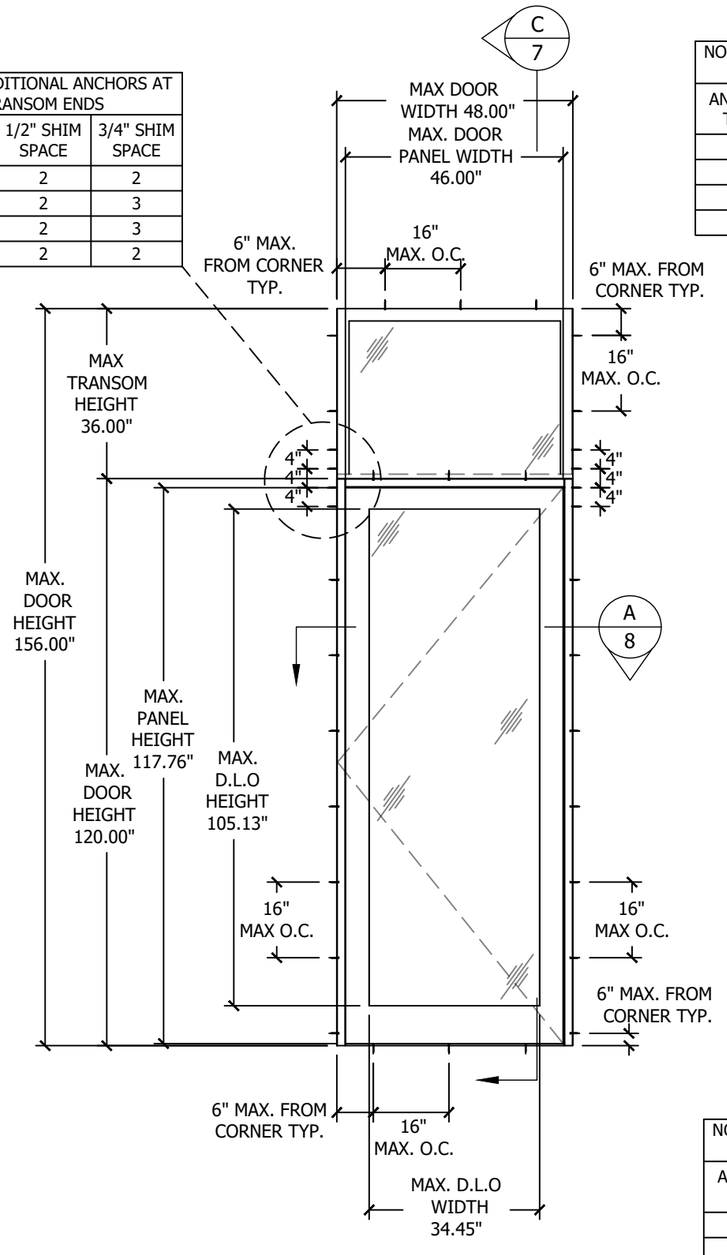


ELEVATION

| NO. OF ADDITIONAL ANCHORS AT ASTRAGAL ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

| NO. OF ADDITIONAL ANCHORS AT TRANSOM ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 4 |
| B | 2 | 4 |
| C | 2 | 4 |
| D | 2 | 4 |

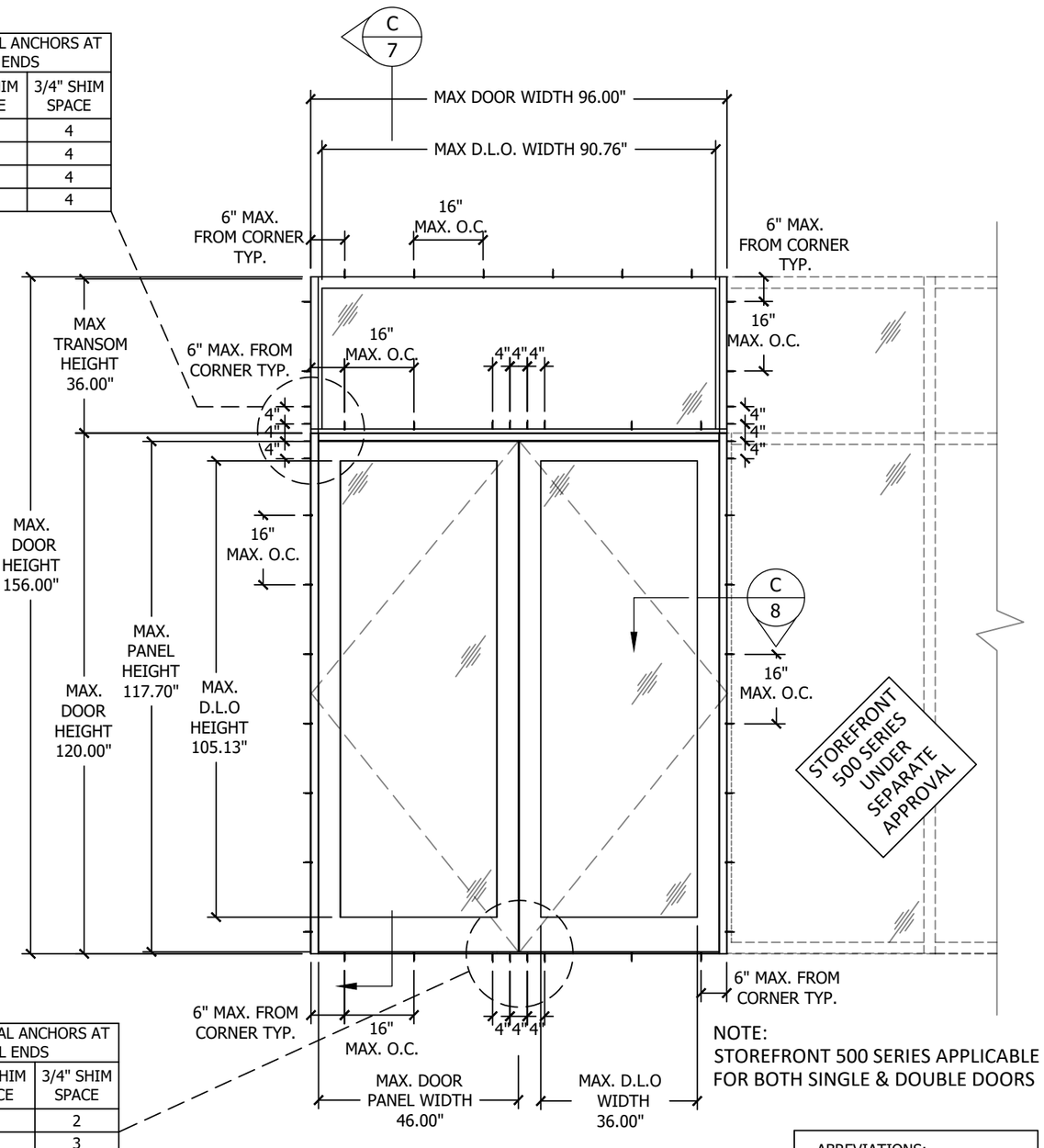


ELEVATION

NOTE:
STOREFRONT 500 SERIES APPLICABLE FOR BOTH SINGLE & DOUBLE DOORS

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +120 PSF | G2, G4 |
| NEGATIVE | -120 PSF | |
| WITH ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

| | |
|---|---|
| D.L.O. | DAYLITE OPENING. |
| F.H. | FRAME HEIGHT. |
| F.W. | FRAME WIDTH. |
| D.O. | DOOR OPENING |
| W/ | WITH |
| W/O | WITHOUT |
| O.C. | ON CENTER |


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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
ELEVATIONS (10' WITH TRANSOM)


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| REMARKS | BY | DATE |
|---|---|---|
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FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 4 OF 6871


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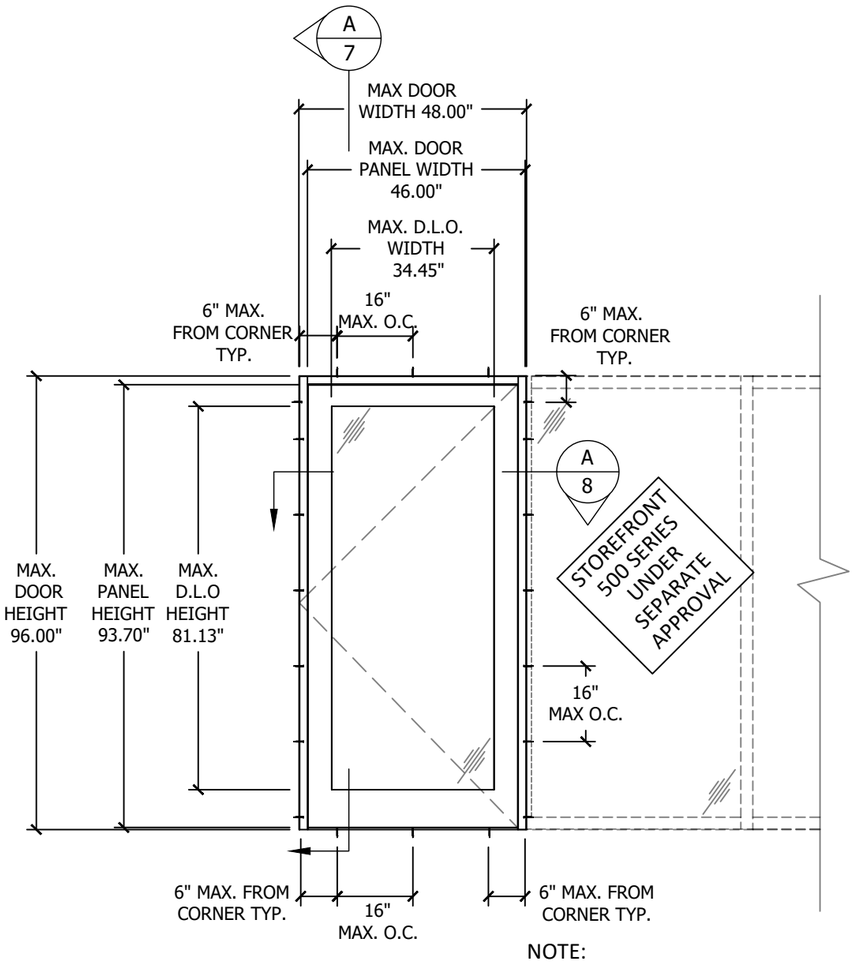


NOTE:
STOREFRONT 500 SERIES APPLICABLE
FOR BOTH SINGLE & DOUBLE DOORS

## ELEVATION

| NO. OF ADDITIONAL ANCHORS AT ASTRAGAL STILE ENDS | | |
|---|---|---|
| ANCHOR TYPE | 1/2" SHIM SPACE | 3/4" SHIM SPACE |
| A | 2 | 2 |
| B | 2 | 3 |
| C | 2 | 3 |
| D | 2 | 2 |

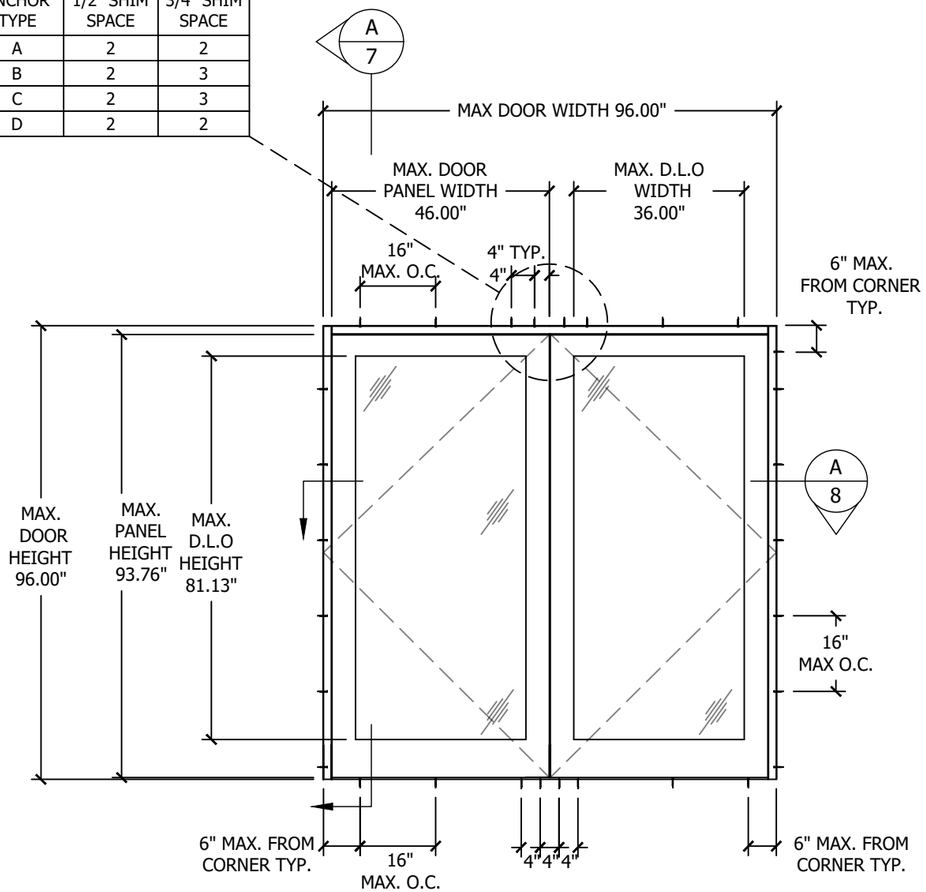


## ELEVATION

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +140 PSF | G1 , G2 , G3 , G4 |
| NEGATIVE | -140 PSF | |
| WITHOUT ASTRAGAL REINFORCEMENT ITEM #16 | | |

ABREVIATIONS:

| | |
|---|---|
| D.L.O. | DAYLITE OPENING. |
| F.H. | FRAME HEIGHT. |
| F.W. | FRAME WIDTH. |
| D.O. | DOOR OPENING |
| W/ | WITH |
| W/O | WITHOUT |
| O.C. | ON CENTER |

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PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
ELEVATIONS (8')

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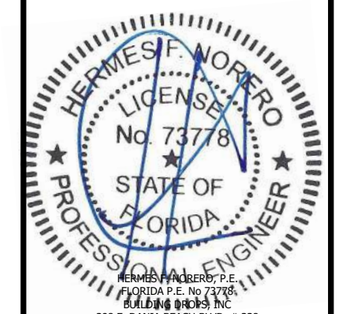


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FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 5 OF 6872

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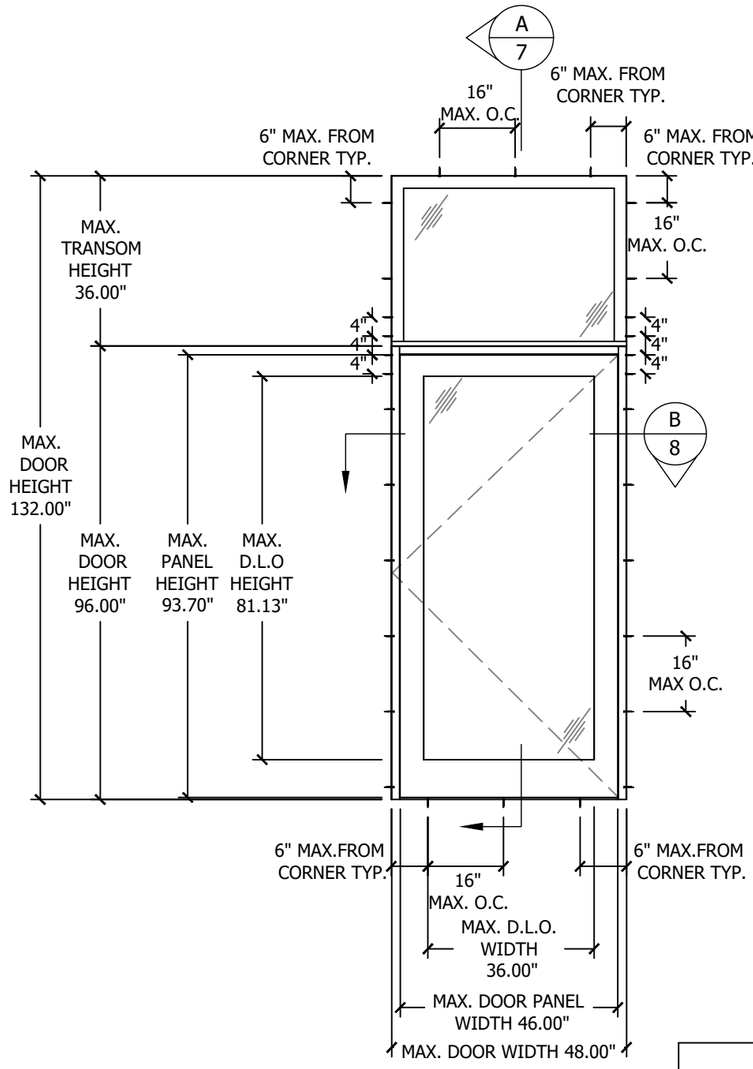


ELEVATION

| DESIGN PRESSURE RATING | | GLAZING OPTIONS |
|---|---|---|
| POSITIVE | +140 PSF | G1 , G2 , G3 , G4 |
| NEGATIVE | -140 PSF | |
| WITHOUT ASTRAGAL REINFORCEMENT ITEM #16 | | |

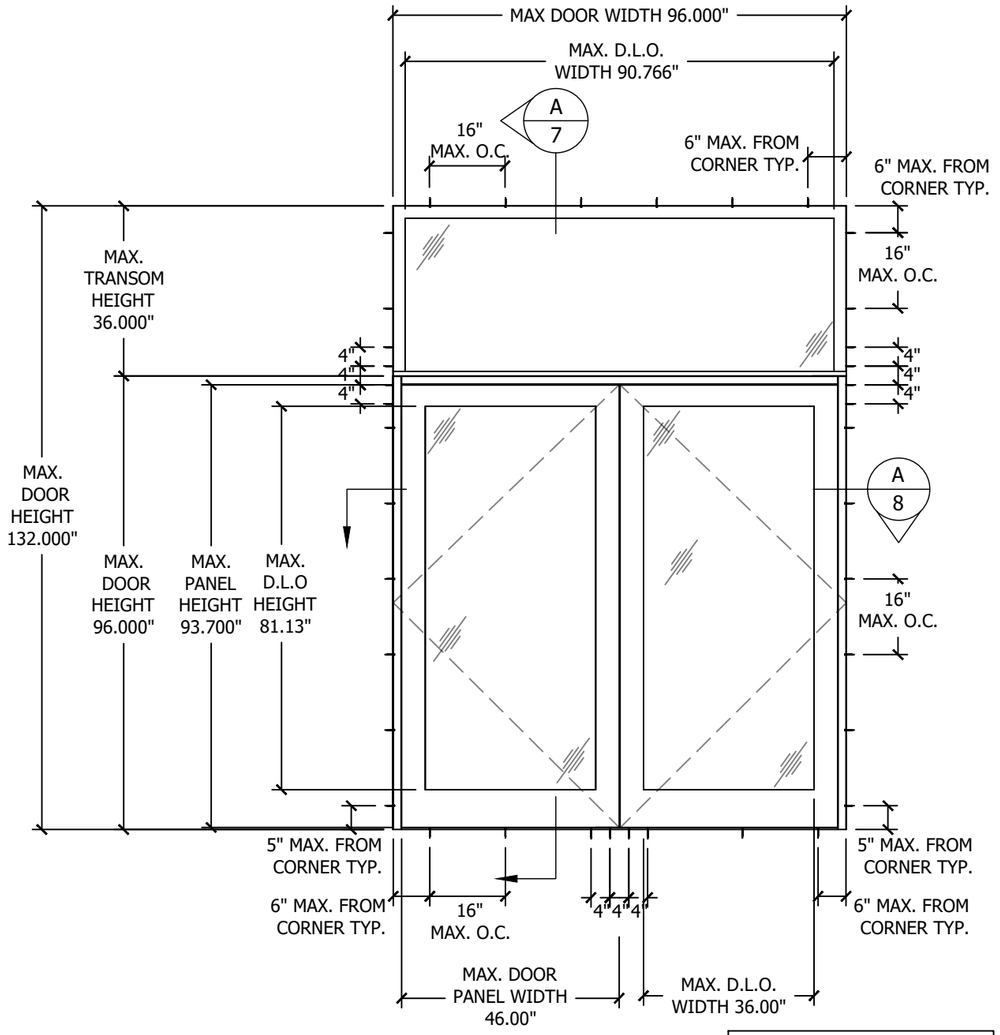


ELEVATION

ABREVIATIONS:

| | |
|---|---|
| D.L.O. | DAYLITE OPENING. |
| F.H. | FRAME HEIGHT. |
| F.W. | FRAME WIDTH. |
| D.O. | DOOR OPENING |
| W/ | WITH |
| W/O | WITHOUT |
| O.C. | ON CENTER |

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
ELEVATIONS (8' WITH TRANSOM)

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com

| REMARKS | BY | DATE |
|---|---|---|
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FLORIDA P.E. No 73778
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

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* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL

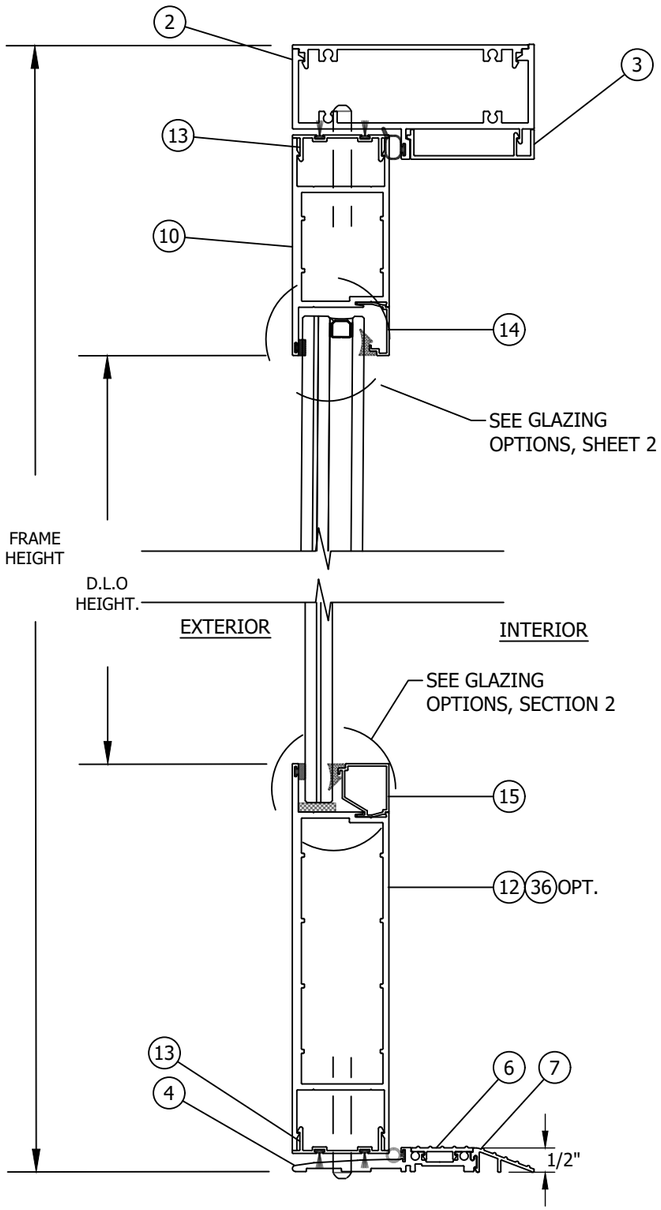


A/7 VERTICAL SECTION

HEAD -ADA SILL

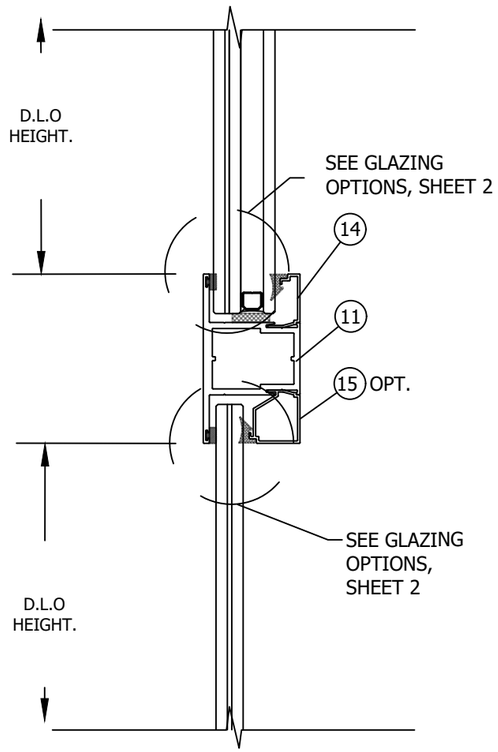


B/7 VERTICAL SECTION

MEETING RAIL
OPTIONAL

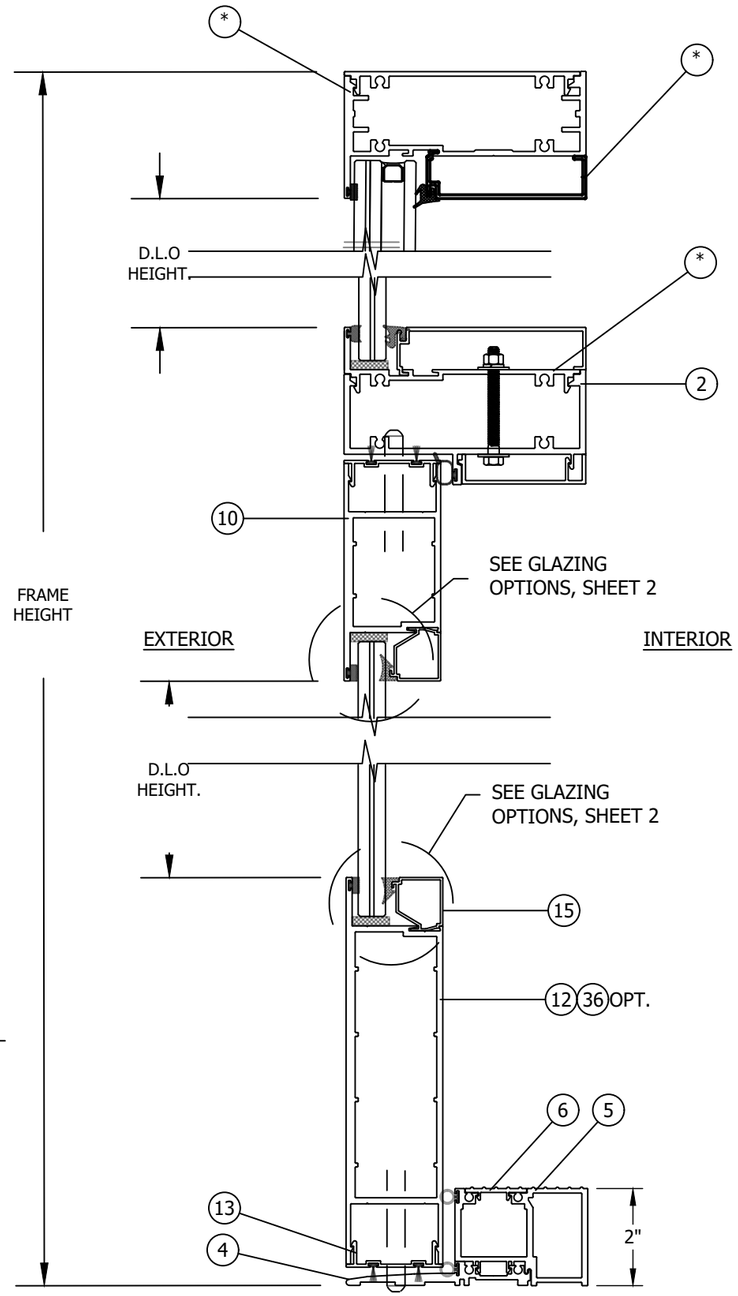


C/7 VERTICAL SECTION

HEAD W/TRANSOM- WATER SILL


EUROCRAFT

7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872


TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

VERTICAL SECTIONS


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com


| REMARKS | BY | DATE |
|---|---|---|
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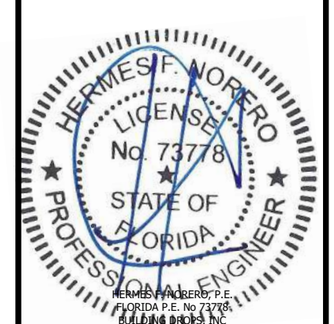



HERMES F. NORIEGA, P.E.
FLORIDA P.E. No 73778
BUILDING DROPS, INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 7

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* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL

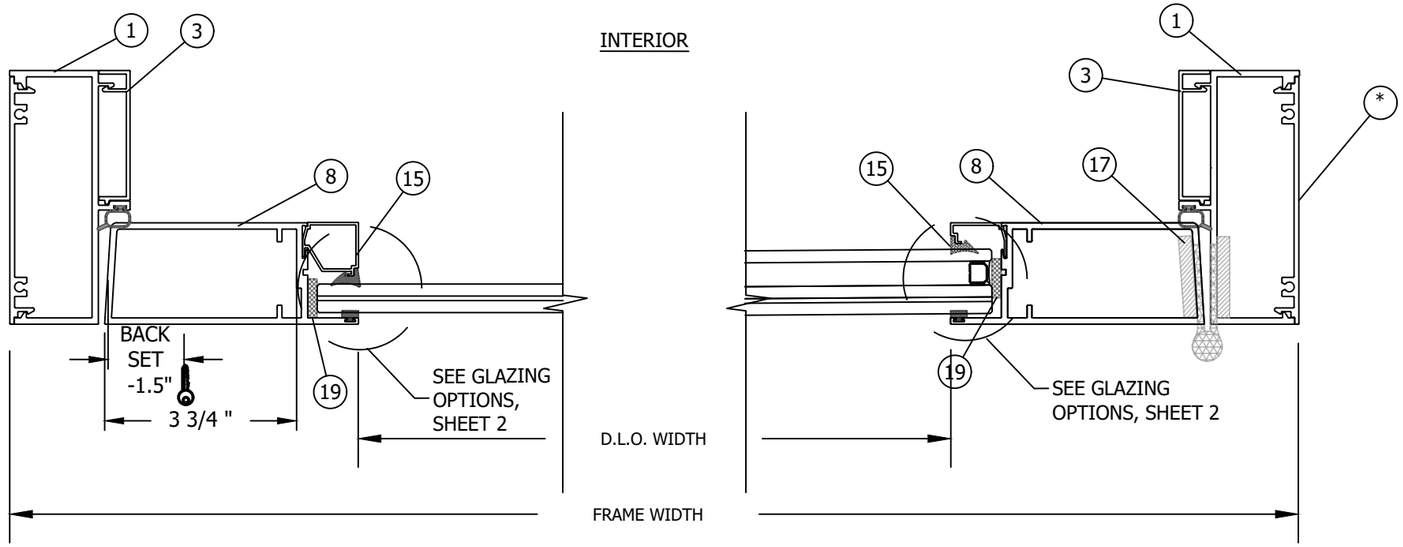


## A/8 HORIZONTAL SECTION

JAMBS

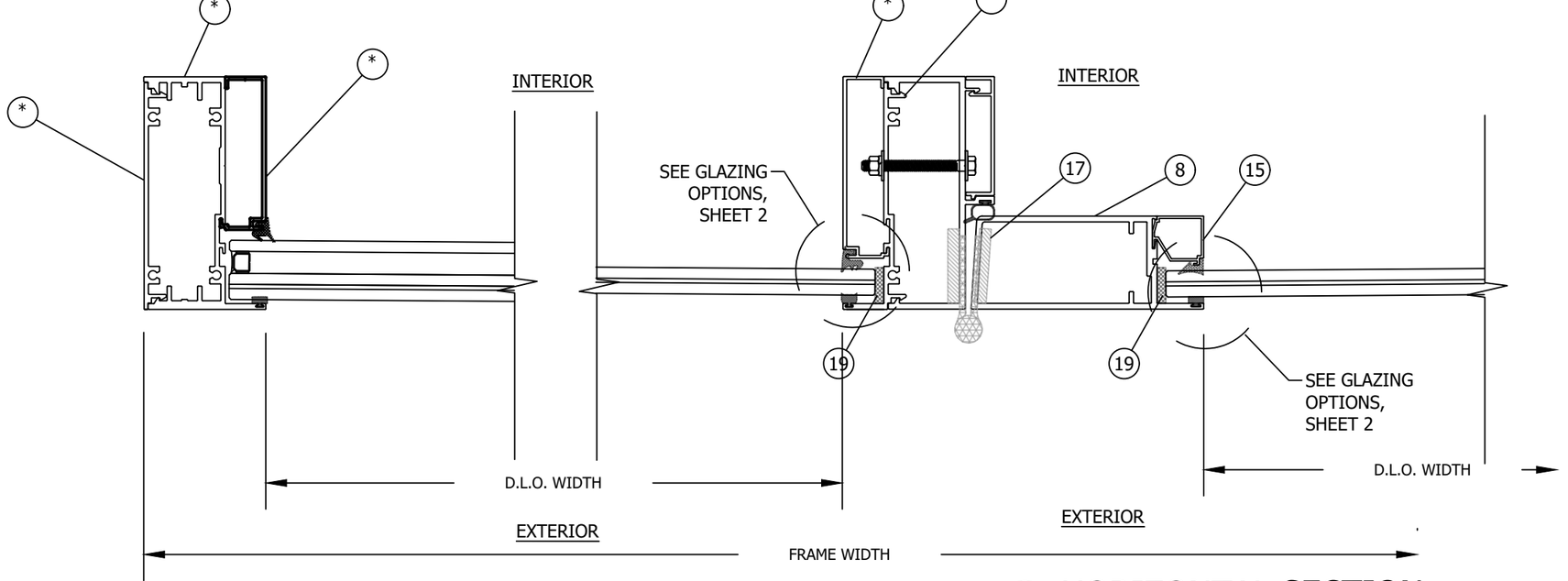


## B/8 HORIZONTAL SECTION

SIDELITE

## C/8 HORIZONTAL SECTION

DOOR JAMB W/SIDELITE


EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872


TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

HORIZONTAL SECTIONS


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
WEB: www.buildingdrops.com


| REMARKS | BY | DATE |
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HERMES F. NORIEGA LICENSE No. 73778 STATE OF FLORIDA PROFESSIONAL ENGINEER

HERMES F. NORIEGA, P.E.
FLORIDA P.E. No 73778
BUILDING DROPS INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 8

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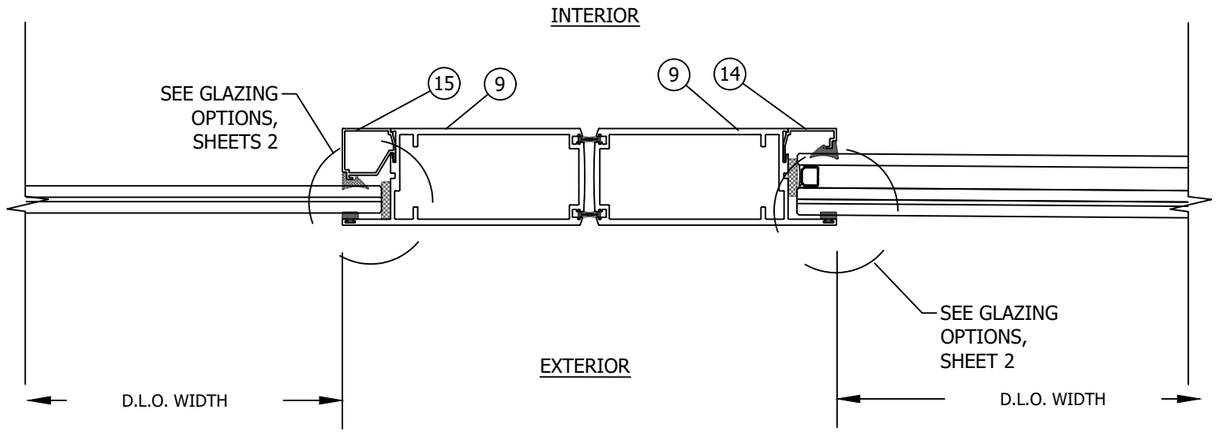


## A/9 HORIZONTAL SECTION

ASTRAGAL WITHOUT REINFORCEMENT DOOR HEIGHT < 96"

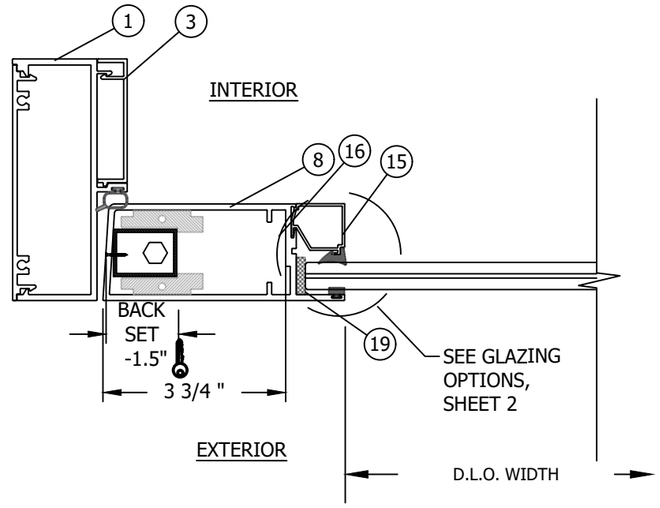


## C/9 HORIZONTAL SECTION

STILE REINFORCED ADAMS RITE 3 POINT LOCK

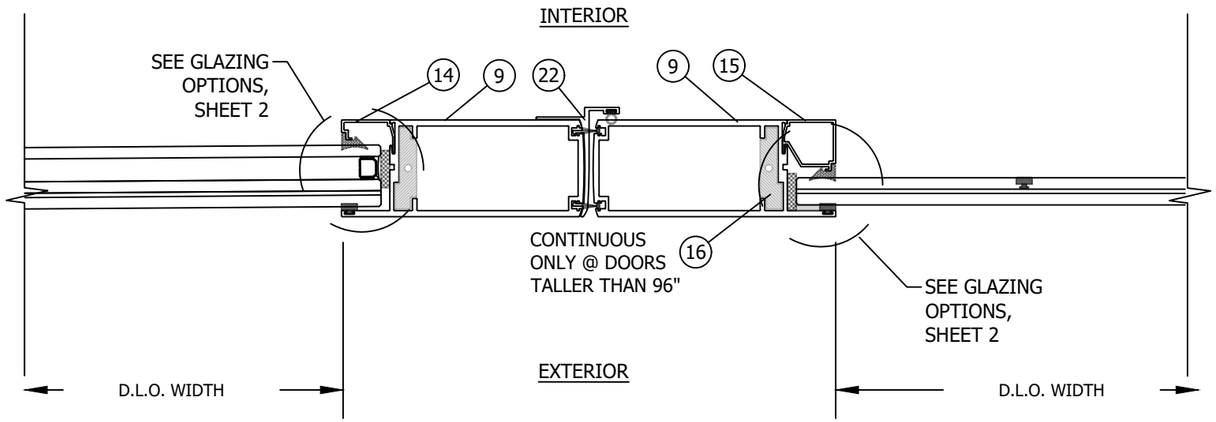


## B/9 HORIZONTAL SECTION

ASTRAGAL WITH REINFORCEMENT DOOR HEIGHT ≥ 96"

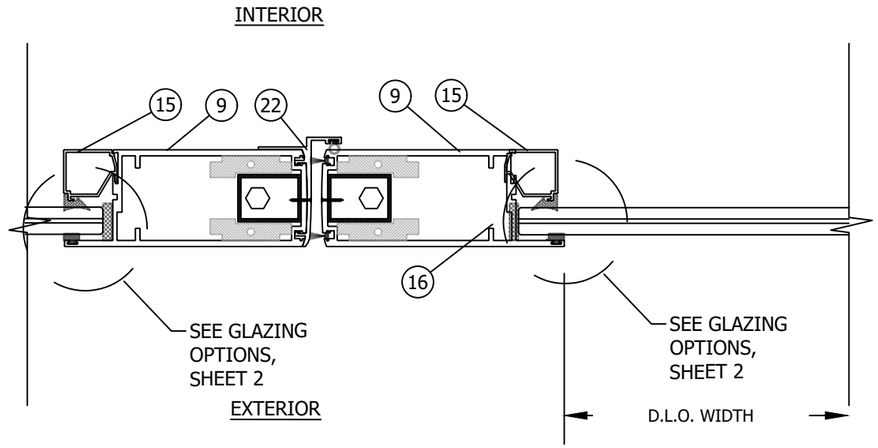


## D/9 HORIZONTAL SECTION

STILE REINFORCED ADAMS RITE 3 POINT LOCK

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
HORIZONTAL SECTIONS

PREPARED BY:
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398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 9

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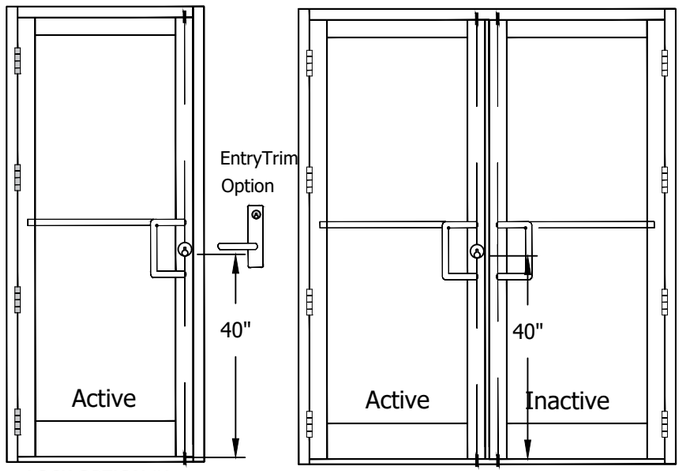


**LOCK OPTION #1**:

**ACTIVE LEAF**
3- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES DEAD BOLTS AND SHOOT BOLTS ENGAGING
AT HEAD AND SILL
KEY OPERATED ON EXTERIOR AND THUMB TURN ON INTERIOR

**INACTIVE LEAF**
2- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES SHOOT BOLTS ENGAGING AT HEAD AND SILL

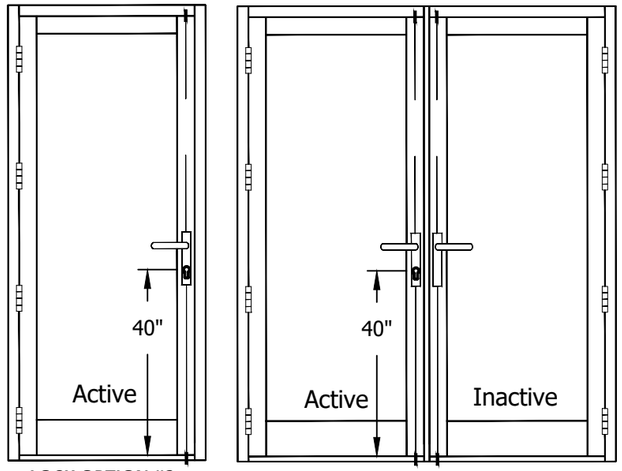


**LOCK OPTION #2**:

**ACTIVE LEA**F
3- POINT LOCK BY INTERLOCK (X3) AT 40" FROM BOTTOM
HANDLE ACTIVATES DEAD BOLTS AND SHOOT BOLTS ENGAGING
AT HEAD AND SILL
KEY OPERATED ON EXTERIOR AND THUMB TURN ON INTERIOR

**INACTIVE LEAF**
2- POINT LOCK SYSTEM BY ADAMS RITE AT 40" FROM BOTTOM
HANDLE ACTIVATES SHOOT BOLTS ENGAGING AT HEAD AND SILL

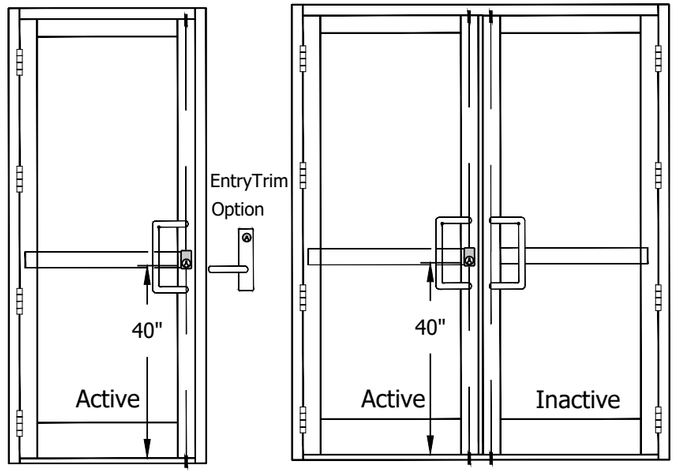


**LOCK OPTION #3**:

**ACTIVE AND INACTIVE LEAF**
CONCEALED VERTICAL ROD PANIC EXIT DEVICE BY VON DUPRIN
LOCATED AT 40" FROM SILL AT EACH LEAF

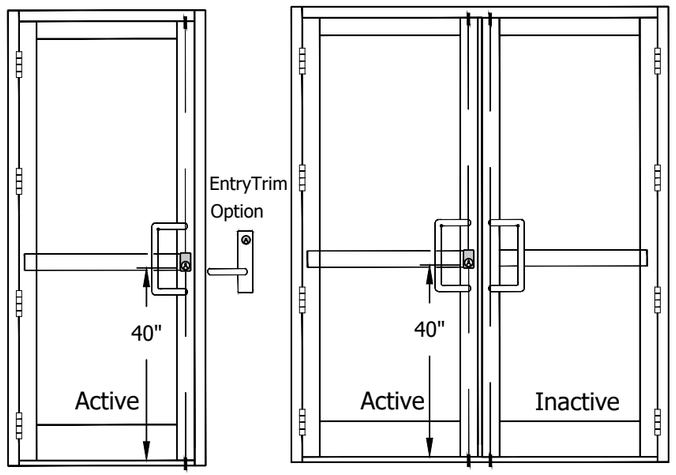


**LOCK OPTION #4**:

**ACTIVE AND INACTIVE LEAF**
CONCEALED VERTICAL ROD PANIC EXIT DEVICE BY ADAMS RIGHT
G-86 LOCATED AT 40" FROM SILL AT EACH LEAF

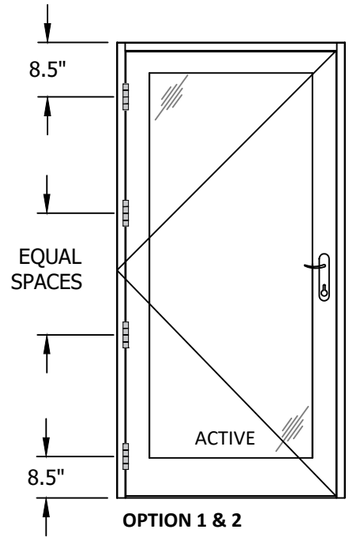


**OPTION 1 & 2**

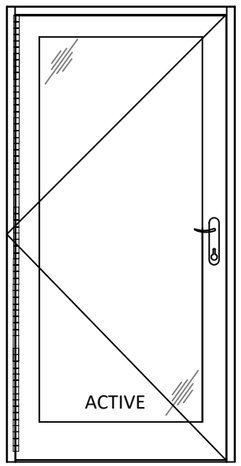


**OPTION 3**

## HINGE OPTIONS

**HINGE OPTION #1**:
BUTT HINGE BY HANGER/ IDH/ McKINNEY (3) PER LEAF UP TO 96"
F.H. @ 8 1/2" FROM HEAD AND SILL AND (2) EQUAL SPACES.

**HINGE OPTION #2**:
BUTT HINGE BY HANGER/ IDH/ McKINNEY (4) PER LEAF FROM 96"
TO 120" F.H.
@ 8 1/2" FROM HEAD AND SILL AND (3) EQUAL SPACES.

**HINGE OPTION #3**:
CONTINUOUS HINGE HALF MORTISE BY PEMCO

EUROCRAFT
7905 NW 77TH AVE
MEDLEY, FL 33166
PH: (305) 713-1871FX: (305) 713-1872

TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
HARDWARE OPTIONS

PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
PH: (954)399-8478
FAX: (954)744.4738
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| REMARKS | BY | DATE |
|---|---|---|
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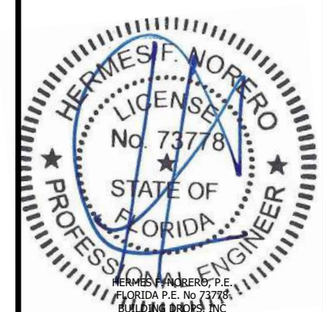


HERMES F. NORIEGA, P.E.
FLORIDA P.E. No 73778
BUILDING DROPS, INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

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| MULLION LOAD CAPACITY | | | |
|---|---|---|---|
| WIDTH (IN) | HEIGHT (IN) | "DESIGN PRESSURE (+/- PSF)" | |
| | | REINFORCED | NON-REINFORCED |
| 24.0 | 84.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 100.0 |
| 54.0 | | 140.0 | 95.2 |
| 60.0 | | 137.1 | 85.7 |
| 66.0 | | 124.7 | 77.9 |
| 72.0 | | 114.3 | - |
| 78.0 | | 105.5 | - |
| 84.0 | | 98.0 | - |
| 90.0 | | 91.4 | - |
| 96.0 | | 85.7 | - |
| 102.0 | | 80.7 | - |
| 24.0 | 90.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 100.0 |
| 54.0 | | 140.0 | 88.9 |
| 60.0 | | 128.0 | 80.0 |
| 66.0 | | 116.4 | - |
| 72.0 | | 106.7 | - |
| 78.0 | | 98.5 | - |
| 84.0 | | 91.4 | - |
| 90.0 | | 85.3 | - |
| 96.0 | | 80.0 | - |
| 24.0 | 96.0 | 140.0 | 100.0 |
| 30.0 | | 140.0 | 100.0 |
| 36.0 | | 140.0 | 100.0 |
| 42.0 | | 140.0 | 100.0 |
| 48.0 | | 140.0 | 93.8 |
| 54.0 | | 133.3 | 83.3 |
| 60.0 | | 120.0 | 75.0 |
| 66.0 | | 109.1 | - |
| 72.0 | | 100.0 | - |
| 78.0 | | 92.3 | - |
| 84.0 | | 85.7 | - |
| 90.0 | | 80.0 | - |
| 24.0 | 102.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 100.0 |
| 48.0 | | 120.0 | 88.2 |
| 54.0 | | 120.0 | 78.4 |
| 60.0 | | 112.9 | - |
| 66.0 | | 102.7 | - |
| 72.0 | | 94.1 | - |
| 78.0 | | 86.9 | - |
| 84.0 | | 80.7 | - |
| 24.0 | 108.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 95.2 |
| 48.0 | | 120.0 | 83.3 |
| 54.0 | | 118.5 | - |
| 60.0 | | 106.7 | - |
| 66.0 | | 97.0 | - |
| 72.0 | | 88.9 | - |
| 78.0 | | 82.1 | - |

| MULLION LOAD CAPACITY | | | |
|---|---|---|---|
| WIDTH (IN) | HEIGHT (IN) | "DESIGN PRESSURE (+/- PSF)" | |
| | | REINFORCED | NON-REINFORCED |
| 24.0 | 114.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 100.0 |
| 42.0 | | 120.0 | 90.2 |
| 48.0 | | 120.0 | 78.9 |
| 54.0 | | 112.3 | - |
| 60.0 | | 101.1 | - |
| 66.0 | | 91.9 | - |
| 72.0 | | 84.2 | - |
| 24.0 | 120.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 100.0 |
| 36.0 | | 120.0 | 95.6 |
| 42.0 | | 120.0 | 81.9 |
| 48.0 | | 120.0 | 71.7 |
| 54.0 | | 106.7 | - |
| 60.0 | | 96.0 | - |
| 66.0 | | 87.3 | - |
| 72.0 | | 80.0 | - |
| 24.0 | 126.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 99.1 |
| 36.0 | | 120.0 | 82.6 |
| 42.0 | | 118.5 | 70.8 |
| 48.0 | | 103.7 | - |
| 54.0 | | 92.1 | - |
| 60.0 | | 82.9 | - |
| 66.0 | | 75.4 | - |
| 24.0 | 132.0 | 120.0 | 100.0 |
| 30.0 | | 120.0 | 86.2 |
| 36.0 | | 120.0 | 71.8 |
| 42.0 | | 103.0 | 61.5 |
| 48.0 | | 90.2 | - |
| 54.0 | | 80.1 | - |
| 60.0 | | 72.1 | - |
| 24.0 | 138.0 | 120.0 | 94.3 |
| 30.0 | | 120.0 | 75.4 |
| 36.0 | | 105.2 | 62.8 |
| 42.0 | | 90.2 | - |
| 48.0 | | 78.9 | - |
| 54.0 | | 70.1 | - |
| 60.0 | | 63.1 | - |
| 24.0 | 144.0 | 120.0 | 83.0 |
| 30.0 | | 111.1 | 66.4 |
| 36.0 | | 92.6 | 55.3 |
| 42.0 | | 79.4 | - |
| 48.0 | | 69.4 | - |
| 54.0 | | 61.7 | - |
| 60.0 | | 55.6 | - |

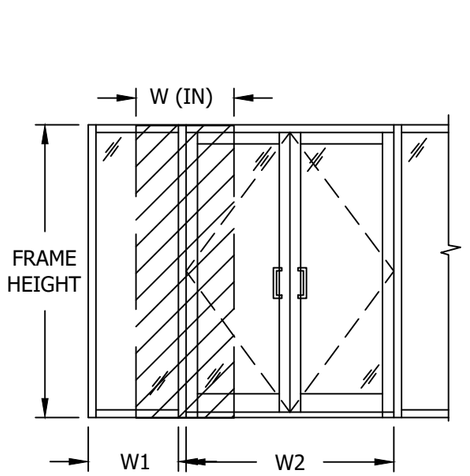


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{4}$

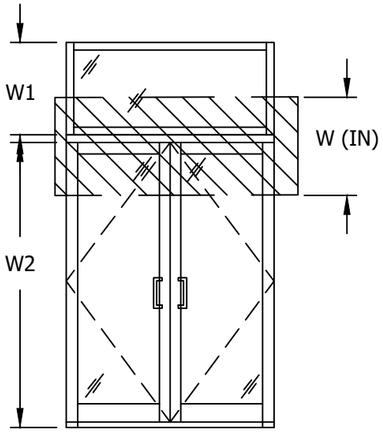


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{2}$

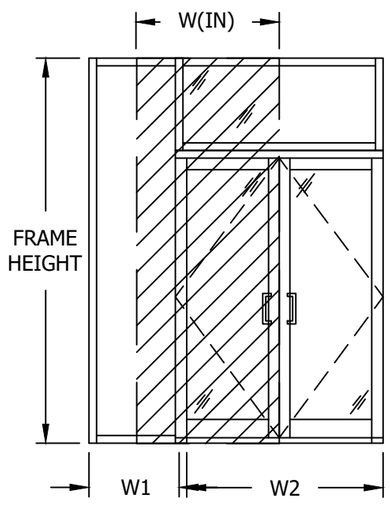


WIDTH (W) = $\frac{W1}{2} + \frac{W2}{2}$

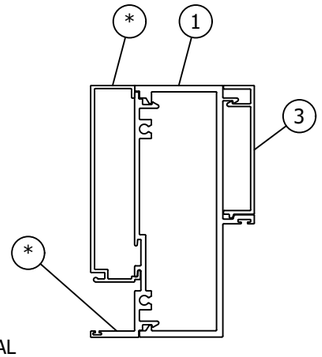


MULLION 1
(NON-REINFORCED)

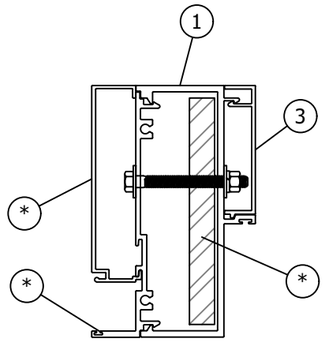


MULLION 2
(REINFORCED)

* SEE SERIES 500 DETAILS UNDER SEPARATE APPROVAL


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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
MULLION LOAD JAMB CAPACITY


PREPARED BY:
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD., STE. 338
DANIA BEACH, FL 33004
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FAX: (954)744.4738
WEB: www.buildingdrops.com


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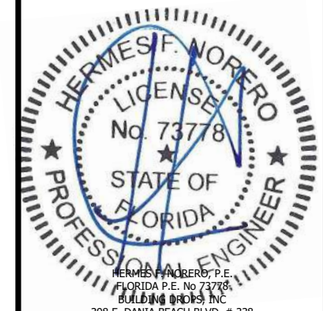



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FLORIDA P.E. No 73778
BUILDING DROPS, INC.
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

DATE: 06.14.21

DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 11 OF 6878


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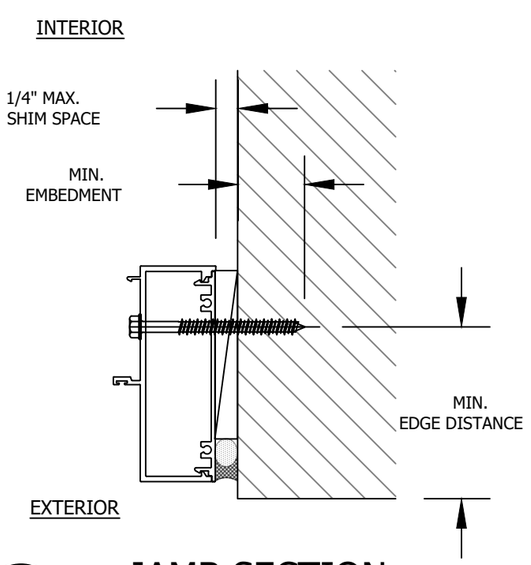


A 12 JAMB SECTION
THROUGH FRAME

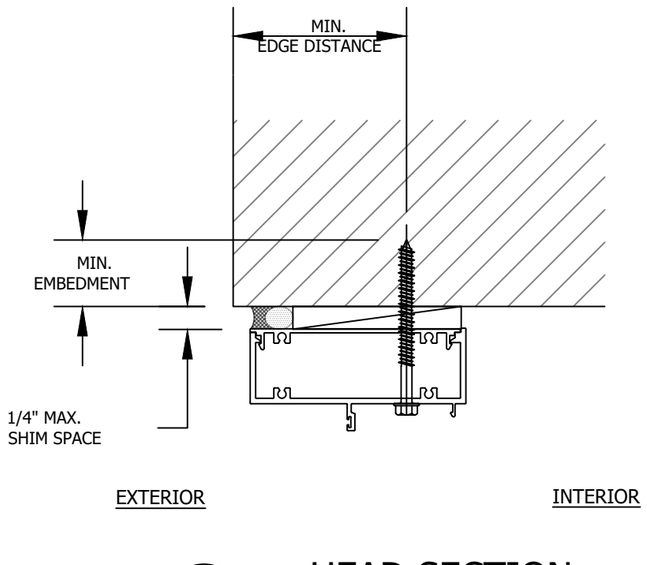


B 12 HEAD SECTION
THROUGH FRAME

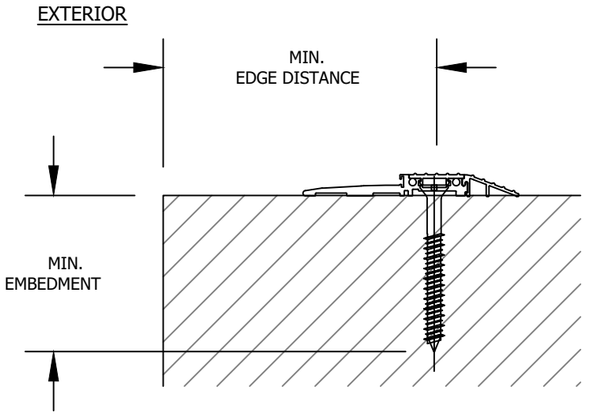


C 12 THRESHOLD SECTION
THROUGH FRAME

INSTALLATION NOTES:

1. ONE (1) INSTALLATION ANCHOR IS REQUIRED AT EACH ANCHOR LOCATION.
2. THE NUMBER OF INSTALLATION ANCHORS DEPICTED IS THE MINIMUM NUMBER OF ANCHORS TO BE USED FOR PRODUCT INSTALLATION OF THE MAXIMUM SIZE LISTED.
3. INSTALL INDIVIDUAL INSTALLATION ANCHORS WITHIN A TOLERANCE OF ±1/4 INCH THE DEPICTED LOCATION & SPACING IN THE ANCHOR LAYOUT DETAILS (I.E., WITHOUT CONSIDERATION OF TOLERANCES). TOLERANCES ARE NOT CUMULATIVE FROM ONE INSTALLATION ANCHOR TO THE NEXT.
4. SHIM AS REQUIRED AT EACH INSTALLATION ANCHOR WITH LOAD BEARING SHIM(S). MAXIMUM ALLOWABLE SHIM STACK TO BE 1/4 INCH. SHIM WHERE SPACE OF 1/16 INCH OR GREATER OCCURS. SHIM(S) SHALL BE CONSTRUCTED OF HIGH DENSITY PLASTIC OR BETTER.
5. FOR MASONRY OR CONCRETE OPENINGS, A 1X WOOD BUCK MAY BE USED (OPTIONAL) AS LONG AS THE MINIMUM EMBEDMENT AND EDGE DISTANCE REQUIREMENTS ARE STILL MET WITHIN THE CORRESPONDING HOST SUBSTRATE. SEE GENERAL NOTE #3 ON SHEET 1 FOR MORE INFORMATION.
6. MINIMUM EMBEDMENT AND EDGE DISTANCE EXCLUDE WALL FINISHES, INCLUDING BUT NOT LIMITED TO STUCCO, FOAM, BRICK VENEER, AND SIDING.
7. INSTALLATION ANCHORS AND ASSOCIATED HARDWARE MUST BE MADE OF CORROSION RESISTANT MATERIAL OR HAVE A CORROSION RESISTANT COATING.
8. FOR HOLLOW BLOCK AND GROUT FILLED BLOCK, DO NOT INSTALL INSTALLATION ANCHORS INTO MORTAR JOINTS. EDGE DISTANCE IS MEASURED FROM FREE EDGE OF BLOCK OR EDGE OF MORTAR JOINT INTO FACE SHELL OF BLOCK.
9. INSTALLATION ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ANCHOR MANUFACTURER'S INSTALLATION INSTRUCTIONS, AND ANCHORS SHALL NOT BE USED IN SUBSTRATES WITH STRENGTHS LESS THAN THE MINIMUM STRENGTH SPECIFIED BY THE ANCHOR MANUFACTURER.

| ANCHOR SCHEDULE | | | | | |
|---|---|---|---|---|---|
| METHOD | ANCHOR TYPE | SUBSTRATE | ANCHOR SCHEDULE | MIN. EMBEDMENT | MIN. EDGE DISTANCE |
| THROUGH FRAME | A | 2XWOOD: MIN. SG= 0.55 | 5/16" ULTRACON | 1.5" | 1.5" |
| | B | METAL: 18 GAUGE STEEL, MIN. FY= 33KSI | 5/16" SMS OR SELF DRILLING SCREW | 1.75" | 2.5" |
| | C | METAL: ALUMINUM MIN. 1/8" THICKNESS (6063-T5 MIN.) | | | |
| | D | CONCRETE: MIN. F'C= 3000 PSI OR MASONRY: CMU PER ASTM C90 MIN. 2000 PSI | 5/16" ULTRACON | 1.75" | 2.5" |

EUROCRAFT
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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)
INSTALLATION NOTES & ANCHOR DETAILS

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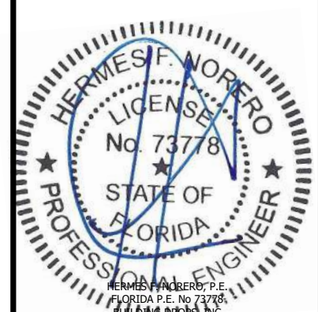


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BUILDING DROPS, INC
398 E. DANIA BEACH BLVD. # 338
DANIA BEACH, FL 33004
FBPE CERT. OF AUTHORIZATION No. 29578

FL #: FL38771
DATE: 06.14.21
DWG. BY: ER
CHK. BY: HFN
SCALE: NTS
DWG. #: ECI030
SHEET: 12
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## BILL OF MATERIALS

| ITEM # | PART NO. | DESCRIPTION | MATERIAL | MANUFACTURER |
|---|---|---|---|---|
| 1 | 600-01 | JAMBS | 6063-T6 | EUROCRAFT |
| 2 | 600-02 | HEAD | 6063-T6 | EUROCRAFT |
| 3 | 600-03 | FRAME COVER | 6063-T6 | EUROCRAFT |
| 4 | 600-04 | TRHESHOLD | 6063-T6 | EUROCRAFT |
| 5 | 600-05 | THRESHOLD ADAPTER | 6063-T6 | EUROCRAFT |
| 6 | 600-06 | THRESHOLD COVER | 6063-T6 | EUROCRAFT |
| 7 | 600-07 | RAMP | 6063-T6 | EUROCRAFT |
| 8 | 600-09 | DOOR STILE | 6063-T6 | EUROCRAFT |
| 9 | 600-10 | DOOR STILE | 6063-T6 | EUROCRAFT |
| 10 | 600-11 | TOP RAIL | 6063-T6 | EUROCRAFT |
| 11 | 600-12 | MEETING RAIL | 6063-T6 | EUROCRAFT |
| 12 | 600-13 | BOTTOM RAIL 8" | 6063-T6 | EUROCRAFT |
| 13 | 600-15 | RAIL COVER | 6063-T6 | EUROCRAFT |
| 14 | 600-16 | IG- GLAZING BEAD | 6063-T6 | EUROCRAFT |
| 15 | 600-17 | LAMINATED- GLAZING BEAD | 6063-T6 | EUROCRAFT |
| 16 | 600-18 | ASTRAGAL REINFORCEMENT | 6063-T6 | EUROCRAFT |
| 17 | 600-19 | HINGE REINFORCEMENT | 6063-T5 | EUROCRAFT |
| 18 | 600-08 | SHEAR BLOCK | 6063-T5 | EUROCRAFT |
| 19 | | SETTING BLOCK | TPV | EXTRUSIONES, MPI |
| 20 | | GASKET | EPDM, TPV | |
| 21 | | GASKET | EPDM, TPV | EXTRUSIONES, MPI |
| 22 | 600-14 | ASTRAGAL ADAPTER | 6063-T6 | EUROCRAFT |
| 23 | | BUTL HINGES | | BY IDH |
| 24 | | BUTL HINGES | | BY MCKINNEY |
| 25 | | CONTINUOUS HINGES | | BY PEMKO |
| 26 | | CONTINUOUS HINGES | | BY ABH |
| 27 | | ASSEMBLING SCREW #12 x 1.5 STAINLESS STEEL | STAINLESS STEEL | |
| 28 | | ASSEMBLING SCREW #12 X 0.75 | STAINLESS STEEL | |
| 29 | | ASSEMBLING SCREW THRESHOLD #10 x 1.5 | STAINLESS STEEL | |
| 30 | | THREE POINT LOCK | | ADAMS RITE |
| 31 | | THREE POINT LOCK BY INTERLOCK | | INTERLOCK |
| 32 | | CONCEAL VERTICAL ROD PANIC DEVICE G-86 | | ADAM RITE |
| 33 | | PILE WEATHERSEALS ULTRAFAB | | ULTRA FAB |
| 34 | | 1/4" x 2" BOLT AND NUT | | |
| 35 | | CONCEAL VERTICAL ROD PANIC DEVICE SERIES 98 / 99 | | VON DUPRIN |
| 36 | 600-20 | BOTTOM RAIL 10" | | EUROCRAFT |


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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT)

BILL OF MATERIALS


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FBPE CERT. OF AUTHORIZATION No. 29578


FL #: FL38771

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DWG. BY: ER | CHK. BY: HFN

SCALE: NTS

DWG. #: ECI030

SHEET: 13

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1 600-01 - JAMB

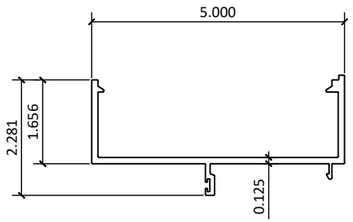


2 600-02 - HEAD

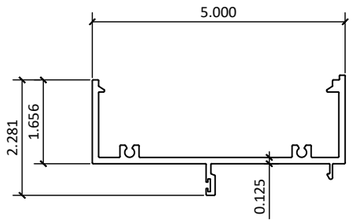


3 600-03 - FRAME COVER

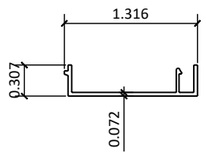


4 600-04 - THRESHOLD

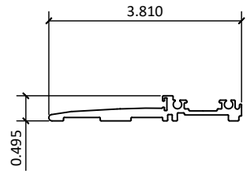


5 600-05 - THRESHOLD ADAPTER

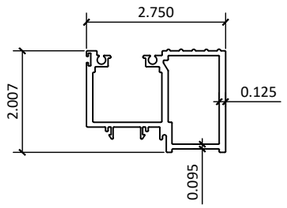


6 600-06 - THRESHOLD COVER

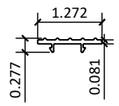


7 600-07 - RAMP

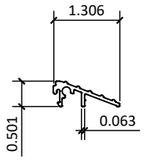


8 600-09 - DOOR STILE

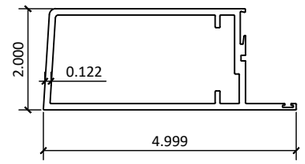


9 600-10 - DOOR STILE

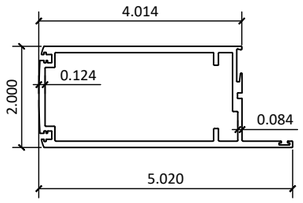


10 600-11 - TOP RAIL

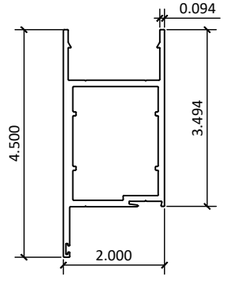


11 600-12 - MEETING RAIL - OPTIONAL

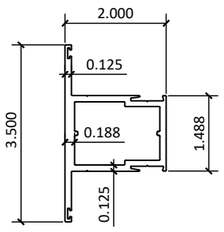


12 600-13 - BOTTOM RAIL 8"

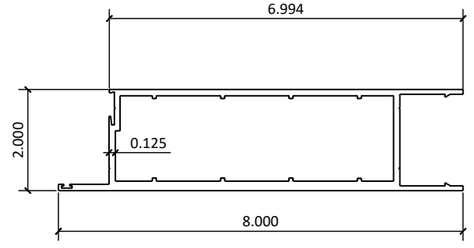


13 600-15 - RAIL COVER

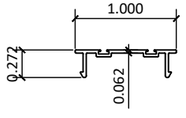


14 600-16 - IG GLAZING BEAD

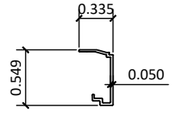


15 600-17 - LAM. GLAZING BEAD

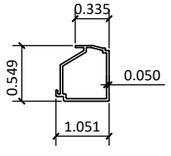


16 600-18 - ASTRAGAL REINFORCEMENT

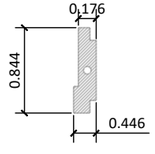


36 600-20 - BOTTOM RAIL 10" OPTIONAL

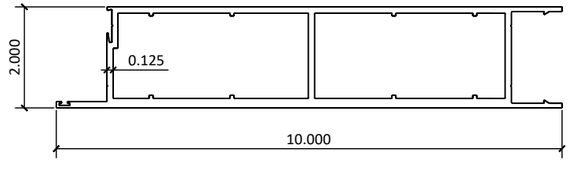


17 600-19 - HINGE REINFORCEMENT

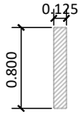


18 600-08 - SHEAR BLOCK

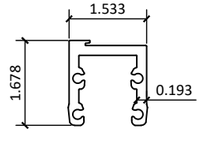


19 600-14 - ASTRAGAL ADAPTER

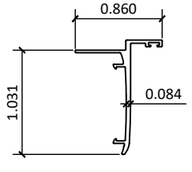



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TITLE: SERIES 600 OUTSWING COMMERCIAL DOOR (HVHZ)(IMPACT) COMPONENTS


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HERMES F. NORIEGA LICENSE No. 73778 STATE OF FLORIDA PROFESSIONAL ENGINEER


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***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* SFL Property Maintenance Corp

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 408,759.82 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 527,877.18 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. Bid Bond

CONTRACTOR:
Name: SFL Property Maintenance Corp.
Legal Status: Florida Corporation
Address: 3345 SW 81st Avenue. Miami . FL 33155

SURETY:
Name: The Ohio Casualty Insurance Company
Legal Status: New Hampshire Corporation
Principal place of Business: 175 Berkeley Street, Boston, MA 02116

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ 5% of Amount Bid (Five Percent of Amount Bid)

PROJECT:
Windows and Doors Replacement – Fire Station # 6 - ITB NO. 077-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24.

SFL Property Maintenance Corp.
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jarrett Merlucci

The Ohio Casualty Insurance Company
(Name of Surety)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205265-964011

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

6884

# GUARANTEE OF BID PROPOSAL

Name of Company: SFL Property Maintenance Corp

Street Address: 8030 SW 34th St

Miami, FL 33155

City State Zip

Mailing Address: 8030 SW 34 St Miami, FL 33155

Phone No.: 786-382-4574 Fax#: N/A

Email Address: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1527912

State of Florida Corporation ID # (From Secretary of State): P12000063196

Federal Employer Identification Number (FEIN): 45-5621968

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez

(Authorized Signature in Ink or Electronic)

Nicole Perez

(Printed Name of Above Signer)

Owner

(Printed Title of Above Signer)

12/9/2024

(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Nicole Perez, on this _____, day of_____, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

ITB No. 077-24.

Addenda Numbers Received:

Addendum No. 1 10/7/24

Addendum No. 2 10/21/24

Addendum No. 3 10/24/24

Addendum No. 4 10/28/24

Addendum No. 5 10/30/24

Addendum No. 6 11/19/24

Addendum No. 7 11/19/24

AUTHORIZED SIGNATURE: Nicole Perez

PRINTED NAME OF ABOVE: Nicole Perez

TITLE OF ABOVE: Owner

COMPANY NAME: SFL Property Maintenance Corp

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** SFL Property Maintenance Corp

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** S ropert aintenance orp

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 9th day of December, 2024, before me, the undersigned authority, personally appeared Nicole Perez, to me known to be the individual described in and who executed the foregoing instrument as Owner / Vice President of SFL Property Maintenance Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Nicole Perez

WITNESS my hand and official seal the date aforesaid.

B Figueredo (Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____. to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: SFL P ropertyMaintenance Corp

NAME: Nicole Perez

ADDRESS: 8030 SW 34 St Miami, FL 33155

TELEPHONE NO.: 786-382-4574 / 786-382-4240

FAX NO.: N/A

EMAIL ADDRESS: nicole@sflpropertymaintenance.com / armando@sflpropertymaintenance.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: SFL Property Maintenance Corp

   The address of the principal place of business is: 8030 Sw 34 St Miami, FL 33155

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 07/18/2012
   b. State of Incorporation: Florida
   c. President's Name: Armando Figueredo
   d. Vice President's Name: Nicole P erez
   e. Secretary's Name: Nicole Pere z
   f. Treasurer's Name: Nicole Perez
   g. Name and address of Resident Agent: Armando Figueredo
      8030 SW 34th St Miami, FL 33155

3. If Bidder is an individual or a partnership, answer the following: N/A

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 12 years

   a. Under what other former names has your organization operated?

   N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   General Contractor / License No. CGC1527912

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Nicole Perez / Contractor / Owner / 16 years of experience
    Submission of bidding documents, Contracts and contract compliance, Insurance Compliance, Accounting, Payroll, Budgeting, Assist in preparing schedule.

    Armando Figueredo / Superintendent / Owner
    Point of contact for City of Plantation Project Managers and any other representatives. Order Materials, Coordinate Subcontractors, Prepare schedule and supervise overall progress of project and timeliness of schedule. Communicate any issues, changes, and/or progress.

    Rolando Perez / Project Manager / 30 years of experience
    Oversee day to day operations, supervise employees and subcontractors, enforce site safety plans and procedures. Ensure work is being performed according to the schedule prepared

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

N/A

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

No

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Yes. Removal and Installation of Rolling Steel Doors will be completed by Overhead Door of South Florida

3949 Commerce Pkwy Miramar 33025, 954-266-7960 ext. 3505 Timothy Cooke

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Boom or scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

N/A

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

Nicole Perez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** SFL Property Maintenance Corp

1. PROJECT: Windows and Doors Replacement RPQ#2023KIHWDR DATE: 09/05/2024
   LOCATION: Kendall Indian Hammocks
   Construction Maintenance Admin Office
   11395 SW 79 Street Miami, FL 33173

OWNER REPRSENTATIVE: Name: Omar Rivero
Title: Construction Manager
Email: omar.rivero@miamidade.gov

2. PROJECT: Replacement of Windows at Various Trash Recycling Centers RPQ 17253-23 DATE: 09/26/2023
   LOCATION: Various Miami Dade County Department of Solid Waste Management locations

OWNER REPRSENTATIVE: Name: Humberto Contreras
Title: Facilities Maintenance Division Chief
Email: Humberto.Contreras@miamidade.gov

3. PROJECT: Peace and Prosperity Home Read Window and Door Replacement PP-001-CP DATE: 12/07/2023
   LOCATION: Varius Locations
   2029 NW 49 St Miami, FL 33142
   2300 NW 140 St Miami, FL 33142
   14235 NW 22 Place Miami, FL 33172

OWNER REPRSENTATIVE: Name: Shawn Angell
Title: Construction and Renovation Supervisor
Email: Shawn.Angell@miamidade.gov

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 077-2 4.

2. This sworn statement is submitted by SFL P roperty Maintenance Corp (entity submitting sworn statement), whose business address is 8030 Sw 34 St Miami, FL 33155 and its Federal Employer Identification Number (FEIN) is 45-5621968. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Nicole Perez (please print name of individual signing), and my relationship to the entity named above is Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Nicole Perez
(Signature)

12/9/2024
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 9th Day of December, 2024, by Nicole Perez, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

**NOTARY PUBLIC:**

SIGN: B Figueredo

PRINT: B FIGUEREDO

Notary Public, State at large

My Commission Expires: 2/26/27

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: Nicole Perez

Name: Nicole Perez

Title: Owner

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12-09-2024 (*date*) by Nicole Perez who is personally known to me or who has produced _____ as identification.

My commission expires: 2/26/2027

NOTARY PUBLIC Expires 02/26/2027 Belkis Figueredo My Commission HH 366271 STATE OF FLORIDA

B Figueredo
NOTARY PUBLIC

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Nicole Perez
Signature

Nicole Perez
Printed Name

SFL Property Maintenance Corp
Bidder Name

12/9/2024
Date

# CORPORATE RESOLUTION

I hereby certify that I, Nicole Perez, am the undersigned Secretary of SFL Property Maintenance Corp (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 8030 SW 34 St Miami, FL 33155. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 3rd day of March, 2020 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Nicole Perez (name), Owner / Vice President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB No. 077-24; Windows and Doors Replacement Fire Station#6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 3rd day of March, 2020

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Nicole Perez (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Nicole Perez | | Vice President, Secretary / Treasurer | | Nicole Perez |
| Armando Figueredo | | President | | |
| | | | | |

This 9th day of December, 2024.

N/A

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   ( ) Other, please describe:

CE FORM 4A – REV. 1-98

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** SFL Property Maintenance Corp **Date:** 12/06/2024

**Base Bid Total:** 408,759.82

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☒ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☑ or No ☐

If Yes, please list the equivalent product(s) below:

-Eurocraft EC-600 Commercial Door with 1 3/16" insulated glass, Low E, solarban xl70
-Eurocraft EC-300 Horizontal Slider with 1 1/16" insulated glass, Low E, solarban xl70
-Overhead Door RHX Heavy Duty Commercial Operator
-Overhead Door 610 Rolling Steel Service Door
-Specifications for each equivalent product is included in the bid package

Signature: Nicole Perez Printed Name: Nicole Perez

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

SFL Property Maintenance Corp
Company's Name

Nicole Perez
Authorized Representative Signature

Nicole Perez / Owner
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds:**

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| BIBERK<br>P.O. Box 113247<br>Stamford, CT 06911 | PHONE (A/C, No, Ext): 844-472-0967 | FAX (A/C, No): 203-654-3613 |
| | E-MAIL ADDRESS: customerservice@biBERK.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Liability & Fire Insurance Company | 20052 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
SFL Property Maintenance Corp

8030 SW 34th St
Miami, FL 33155

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 0 |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 0 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 0 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 0 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | N9WC814578 | 06/13/2024 | 06/13/2025 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | Professional Liability (Errors & Omissions): Claims-Made | | | | | | Per Occurrence/ Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions: Nicole Perez;

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd AVENUE
Plantation, FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Gil & Associates Insurance<br>9485 SW 72 St Suite A-120<br>Miami FL 33173 | **CONTACT NAME:** David Gil, Sr.<br>**PHONE (A/C, No, Ext):** (305) 279-7665 **FAX (A/C, No):** (305) 279-9705<br>**E-MAIL ADDRESS:** dgil@gilinsurance.com |
| **INSURED**<br>SFL Property Maintenance Corp<br>8030 SW 34 STREET<br>MIAMI FL 33155 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** KINSALE INS CO<br>**INSURER B :** PROGRESSIVE INS. CO.<br>**INSURER C :** LLOYDS OF LONDON<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 0100220684-1 | 01/04/2024 | 01/04/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ EXCLUDED<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 02003001 | 04/02/2024 | 04/02/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | PROFESSIONAL LIABILITY | | | PSN0140144228 | 11/15/2024 | 11/15/2025 | AGGREGATE LIMIT<br>EACH OCCURRENCE | $2,000,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.
10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

**CERTIFICATE HOLDER**

City OF Plantation
400 NW 73rd AVENUE
PLANTATION FL 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: SFL Property Maintenance Corp

By (sign): Nicole Perez

Print Name: Nicole Perez

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by Nicole Perez (*name of officer or agent, title of officer or agent*), of SFL Property Maintenance Corp (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: 2/26/27 _____

NOTARY PUBLIC

NOTARY PUBLIC
Expires
02/26/2027
Belkis Figueredo
My Commission
HH 366271
STATE OF FLORIDA

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Overhead Door of South Florida a Division of DuraServ Corp., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

DuraServ Corp dba
Overhead Door of South Florida

By: _____
Signature

Hannah Clark / Contract Admin I
Name and Title

2200 Luna Rd., Suite 160
Street Address

Carrollton, TX 75006
City, State, Zip

12/9/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Nicole Perez
(Authorized Signature in Ink or Electronic)

Nicoleperez
(Printed Name of Above Signer)

Owner
(Printed Title of Above Signer)

12/9/2024
(Date Signed)

STATE OF Floride

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 9th day of December, 20 24, by Nicole Perez, as Owner for SFL Property maintenance Corp, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: B Figueredo

Print Name: B Figueredo

State of Florida at Large (Seal)

My commission expires: 2/26/2027

NOTARY PUBLIC STATE OF FLORIDA
Belkis Figueredo
My Commission HH 366271
Expires 02/26/2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## PEREZ, NICOLE

SFL PROPERTY MAINTENANCE CORP.
8030 SW 34TH ST
MIAMI FL 33155

**LICENSE NUMBER: CGC1527912**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

6946

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

**Business Name:** SFL PROPERTY MAINTENANCE CORP

**Receipt #:** 180-347618
**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** NICOLE PEREZ/QUAL
**Business Location:** 8030 SW 34TH ST
MIAMI DADE COUNTY
**Business Phone:** 786-382-4240

**Business Opened:** 10/28/2024
**State/County/Cert/Reg:** CGC1527912
**Exemption Code:**

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |

**For Vending Business Only**
**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

Receipt Fee 27.00
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

SFL PROPERTY MAINTENANCE CORP
8030 SW 34TH ST
MIAMI, FL 33155-3406

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

## 2024 - 2025


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**

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| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 5 | | |


**Signature**

**For Vending Business Only**
**Number of Machines:** **Vending Type:**


| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 |

**Receipt #WWW-24-00007906**
**Paid 11/01/2024 27.00**

Plantation the grass is greener®

Disclaimer | Vendor Registration Form | Contact

| | |
|---|---|
| Company Name | SFL PROPERTY MAINTENANCE CORP |
| D.B.A | N/A |

## Company Address(Please no P.O. Box address)

| | | | |
|---|---|---|---|
| Address(Suite/Unit#) | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | NICOLE PEREZ | | |
| Title | VICE PRESIDENT | | |
| Email | nicole@sflpropertymaintenance.com | | |
| Company Type | S Corporation | | |
| Commodity Code1 | Building Maintenance & Repair (Interior/Exterior) | | |
| Commodity Code2 | Construction Services | | |

Commodity Code3: Floor Covering, Installation & Removal Supplies

Are any of the owners/partners related to a City employee? ☐ No ☐ Yes

☑ check this box if the **Billing Address** address is same as **Company Address.** Otherwise please complete the following:

| | | | |
|---|---|---|---|
| Address/Suite/Unit# | 8030 SW 34TH STREET | | |
| City/State/Zip | MIAMI | FLORIDA | 33155 |
| Country | United States | | |
| Office Phone# | 786-382-4240 | Ext# | |
| Fax# | | | |
| Mobile# | 786-382-4574 | | |
| Contact Person | ARMANDO FIGUEREDO | | |
| Title | PRESIDENT | | |
| Email Address | armando@sflpropertymaintenance.com | | |
| Principal line of business | GENERAL CONTRACTOR WINDOWS DOORS P/ | | |
| How long in present business | 12 YEARS | | |
| Federal ID# | 45-5621968 | | |
| Plantation Business Tax# | | | |

☐ Enroll for Electronic Payment (EPAY) ?

Please select your signed W-9(name it with your company name) form first, then click the "Upload" button:

Choose File No file chosen Your W9 is uploaded

☐ Check this box if you don't have a W9 form

Submit Reset

---

© 2024 - Plantation Vendor Application

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Rycon Construction, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Rycon Construction, Inc.

By: _____
Signature

Lewis Kent, Executive VP, Fort Lauderdale
Name and Title

15471 SW 12th Street, Suite 205
Street Address

Sunrise, FL 33326
City, State, Zip

12/09/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

# CORPORATE RESOLUTION

I hereby certify that I, Kevin Montez, am the undersigned Secretary of Rycon Construction, Inc. (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 2501 Smallman Street, Suite 100, Pittsburgh, PA 15222. The Corporation is duly organized and existing under laws of the State of Pennsylvania and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 27th day of April, 1989 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Lewis Kent (name), Executive VP, Fort Lauderdale (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Windows & Doors Replacement - Fire Station # 6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____S_____ corporation, do certify that _____Kevin Montez_____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| John Sabatos | | CEO | | 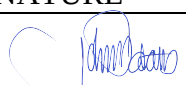 |
| Kevin Montez | | COO | |  |
| Gretchen Gring | | CFO | | 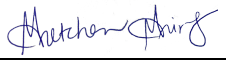 |

This _9th_ day of _December_____, 2024___.

RYCON Construction
Employee-Owned. Client-Driven.

35 YEARS 1989 - 2024

15471 SW 12th Street, Suite 205
Sunrise, FL 33326
954-851-9494
www.ryconinc.com

Regarding Form 4A Disclosure of Business Transaction, Relationship or Interest, Rycon Construction has no family conflicts of interest with the City of Plantation.

Lewis Kent, Executive Vice President, Fort Lauderdale
Rycon Construction
12/09/2024

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Rycon Construction, Inc.

By (sign): _____

Print Name: Lewis Kent

## NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF N/A

COUNTY OF N/A

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this N/A (*date*) by N/A (*name of personal acknowledging*), who is personally known to me or who has produced N/A (*type of identification*) as identification.

My commission expires: N/A

NOTARY PUBLIC

## NOTARY BLOCK FOR A CORPORATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/09/24 (*date*) by Lewis Kent, EVP (*name of officer or agent, title of officer or agent*), of Rycon Construction, Inc (*name of corporation acknowledging*), a PA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

CLARA JENICE MCLEMORE
Notary Public - State of Florida
Commission # HH 318457
My Comm. Expires Jan 24, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF N/A

COUNTY OF N/A

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this N/A (*date*) by N/A (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of N/A (*name of company acknowledging*), a N/A (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced N/A (type of identification) as identification.

My commission expires: N/A

NOTARY PUBLIC

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Rycon Construction, Inc. **Date:** 12/09/2024

**Base Bid Total:** $705,732.00

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☒ Bid Guarantee Form

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Hazard Mitigation Grant Program Requirement Form

☒ Corporate Resolution Form

☒ Certificate of Insurance Requirements Form

☒ References

☒ Drug Free Workplace Form

☒ Bid Bond Form

☒ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: _____ Printed Name: Lewis Kent

***REVISED***

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Rycon Construction, Inc.

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** 705,732.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** 824,849.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

RYCON Construction

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# Proposal

| | | | |
|---|---|---|---|
| **Project:** | Windows & Doors Replacement - Fire Station #6 | **Proposal Date:** | **12/10/2024** |
| | | **Project #** | **202400-1400** |
| **Address:** | Plantation, FL | **Revision #** | **000** |

**Client:** City of Plantation
**Contact:** Carlos Marmolejos
**Address:** Plantation, FL

**Estimator:** James Malkasian
jmalkasian@ryconinc.com
**15471 SW 12th Street, Suite 205, Sunrise FL 33326**
**p. (954) 851-9494 / f. (954) 208-3565**

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Sunrise, FL 33326
954-851-9494
www.ryconinc.com

# PROPOSAL

| | | | |
|---|---|---|---|
| **Project:** | **Windows & Doors Replacement - Fire Station #6** | **Date:** | **12/10/2024** |
| **Location:** | **Plantation, FL** | **Project #** | **202400-1400** |
| | | **Rev #** | **000** |
| **Documents** | **ITB NO. 077-24** | **Addenda** | **0** |
| **Date** | **N/A** | | |
| **Architect** | **N/A** | | |
| **Engineer** | **N/A** | | |

| | Description | Cost $ |
|---|---|---|
| | **Division 1 - General Requirements** | |
| | General Conditions and Supervision | $ 91,616.00 |
| | Site Protection and Fencing | N/A |
| | Material Testing and Soil Density | N/A |
| | Subtotal | $ 91,616.00 |
| | **Division 2 - Site Construction** | |
| | Demolition | $ 7,600.00 |
| | Earthwork | N/A |
| | Site Utilities | N/A |
| | Paving & Markings | N/A |
| | Landscape & Irrigation | $ 1,200.00 |
| | Subtotal | $ 8,800.00 |
| | **Division 3 - Concrete** | |
| | Structural Concrete | N/A |
| | Misc. Concrete | N/A |
| | Sidewalks | N/A |
| | Subtotal | $ - |
| | **Division 4 - Masonry** | |
| | Structural Masonry | N/A |
| | Misc. Masonry | N/A |
| | Brick / Stone Veneers | $ 14,800.00 |
| | Subtotal | $ 14,800.00 |
| | **Division 5 - Metals** | |
| | Structural Steel | N/A |
| | Misc. Metals | N/A |
| | Ornamental Metals | N/A |
| | Light Gauge Steel Framing | N/A |
| | Subtotal | $ - |
| | **Division 6 - Woods and Plastics** | |
| | Rough Carpentry and Backing | $ 8,828.00 |
| | Heavy Timber and Wood Framing | N/A |
| | Finished Carpentry | N/A |
| | Subtotal | $ 8,828.00 |

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# PROPOSAL

| | Division 7 - Thermal and Moisture Protection | |
|---|---|---|
| | Waterproofing | $ 7,250.00 |
| | Caulking and Fireproofing | $ 5,075.00 |
| | Membrane and Tile Roofing | N/A |
| | Subtotal | $ 12,325.00 |

| | Division 8 - Doors and Windows | |
|---|---|---|
| | Doors, Frames and Hardware | $ 6,900.00 |
| | Louvers | $ 50,580.00 |
| | Overhead Doors | $ 221,100.00 |
| | Windows and Storefront Systems | $ 112,175.00 |
| | Automatic Storefront Doors | N/A |
| | Subtotal | $ 390,755.00 |

| | Division 9 - Finishes | |
|---|---|---|
| | Plastering and EIFS | N/A |
| | Gypsum Board Assemblies | $ 5,850.00 |
| | Flooring Finishes | $ 2,000.00 |
| | Brick Veneer | N/A |
| | Acoustical Ceilings | N/A |
| | Painting | $ 4,100.00 |
| | Wallcovering and Paneling | N/A |
| | Subtotal | $ 11,950.00 |

| | Division 10 - Specialties | |
|---|---|---|
| | Bathroom Specialties | N/A |
| | Fire Extinguishers | N/A |
| | Awnings and Canopies | N/A |
| | Misc. Specialty Items | N/A |
| | Subtotal | $ - |

| | Division 11 - Equipment | |
|---|---|---|
| | Dock Equipment | N/A |
| | Waste Compactor | N/A |
| | Misc. Equipment | N/A |
| | Subtotal | $ - |

| | Division 12 - Furnishings | |
|---|---|---|
| | Blinds and Shutters | $ 2,025.00 |
| | Misc. FF&E | N/A |
| | Subtotal | $ 2,025.00 |

| | Division 13 - Special Construction | |
|---|---|---|
| | Special Construction Items | N/A |
| | Subtotal | $ - |

| | Division 14 - Conveying Systems | |
|---|---|---|
| | Elevators | N/A |
| | Escalators | N/A |
| | Subtotal | $ - |

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# PROPOSAL

| | Division 15 - Mechanical | |
|---|---|---|
| | Fire Sprinkler System | N/A |
| | Plumbing | N/A |
| | HVAC | N/A |
| | Subtotal | $ - |

| | Division 16 - Electrical | |
|---|---|---|
| | Electrical Gear / Switchgear | $ 55,500.00 |
| | Light Fixture Package | N/A |
| | Power & Distribution | N/A |
| | Low Voltage | N/A |
| | Fire Alarm | N/A |
| | Subtotal | $ 55,500.00 |

| | | |
|---|---|---|
| | Subtotal | $ 596,599.00 |
| | General Liability Insurance and WC Insurance | $ 10,143.00 |
| | Payment and Performance Bond | $ 9,500.00 |
| | Builder's Risk Insurance | N/A |
| | Building Permits | By Owner |
| | Contractor's Markup | $ 89,490.00 |
| | | |

| | Grand Total | $ 705,732.00 |
|---|---|---|

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35 YEARS 1989 - 2024

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www.ryconinc.com

# Exhibit A - Scope of Work

**Project:** Windows & Doors Replacement - Fire Station #6
**Location:** Plantation, FL

**Date:** 12/10/2024
**Project #** 202400-1400
**Rev #** 000

| Notes | Scope Description | Project Size 2,500 |
|---|---|---|
| | **Division 1 - General Requirements** | |
| | **General Conditions and Supervision** | |
| | Project Management | **Included** |
| | Site Supervision | **Included** |
| | Daily Cleanup | **Included** |
| | Dumpsters | **Included** |
| | Temporary Facilities | **Included** |
| | Equipment & Tools | **Included** |
| | Post Construction Cleanup | **Included** |
| | | |
| | **Subtotal** | **$ 91,616.00** |
| | **Division 2 - Site Construction** | |
| | **Demolition** | |
| | **Exterior Building Demolition** | |
| | Demo & Remove Existing Window Shutters | **Included** |
| | Demo & Remove Existing Top Mesh | **Included** |
| | Demo & Remove Existing Louvers | **Included** |
| | | |
| | | |
| | **Subtotal** | **$ 7,600.00** |
| | **Landscape and Irrigation** | |
| | Misc. Landscape Protection & Repairs | **Included** |
| | | |
| | | |
| | **Subtotal** | **$ 1,200.00** |
| | **Division 3 - Concrete** | |
| | **Structural Concrete** | |
| EXCL | Repairs / Modifications to Existing Structure | **Not Included** |
| | | |
| | | |
| | **Subtotal** | **$ -** |
| | **Concrete Sidewalks** | |
| EXCL | Repairs / Modifications to Existing Sidewalks & Building Entrances / Walkways | **Not Included** |
| EXCL | ADA Requirement Upgrades / Modifications | **Not Included** |
| | | |
| | **Subtotal** | **$ -** |
| | **Division 4 - Masonry** | |
| | **Structural Masonry** | |
| EXCL | Repairs / Modifications to Existing CMU | **Not Included** |
| | | |
| | | |
| | **Subtotal** | **$ -** |
| | **Brick / Stone Veneer** | |
| | Repair Exterior Brick after Shutter Removal | **Included** |
| | Acid Wash Bricks | **Included** |
| | Ground Prep / Cleanup | **Included** |
| | Mortar | **Included** |
| | Misc. Brick Veneer Coordination | **Included** |
| | | |
| | | |
| | **Subtotal** | **$ 14,800.00** |
| | **Division 5 - Metals** | |
| | **Structural Steel** | |
| EXCL | Repairs / Modifications to Existing Structure | **Not Included** |
| | | |
| | | |
| | **Subtotal** | **$ -** |

RYCON Construction
Employee-Owned. Client-Driven.
35 YEARS 1989 - 2024

15471 SW 12th Street, Suite 205
Sunrise, FL 33326
954-851-9494
www.ryconinc.com

# Exhibit A - Scope of Work

**Project:** Windows & Doors Replacement - Fire Station #6
**Location:** Plantation, FL

**Date:** 12/10/2024
**Project #** 202400-1400
**Rev #** 000

| Notes | Scope Description | Project Size 2,500 |
|---|---|---|
| | **Misc. Metals** | |
| EXCL | Repairs / Modifications to Existing Misc. Metal Fabrications, Railings, Bollards, etc. | Not Included |
| | | |
| | | |
| | Subtotal | $ - |

| | Division 6 - Woods and Plastics | |
|---|---|---|
| | **Rough Carpentry and Backing** | |
| | **Exterior Rough Carpentry** | |
| | Construct Temporary Partitions @ Existing Openings | Included |
| | Misc. Metals & Plywood for Temporary Partitions | Included |
| | Rough Carpentry Tools & Supplies | Included |
| | | |
| | | |
| | Subtotal | $ 8,828.00 |

| | Division 7 - Thermal and Moisture Protection | |
|---|---|---|
| | **Waterproofing** | |
| | Waterproofing Membrane @ Existing Openings | Included |
| | | |
| | | |
| | Subtotal | $ 7,250.00 |
| | **Caulking and Fireproofing** | |
| | Caulking @ New Louvers, Windows, OH Doors | Included |
| EXCL | Caulking @ Existing Openings to Remain | Not Included |
| | Misc. Caulking | Included |
| | Caulking Tools & Supplies | Included |
| | | |
| | | |
| | Subtotal | $ 5,075.00 |
| | **Roofing** | |
| | **Membrane Roofing** | |
| EXCL | Repairs / Modifications to Existing Roof Membrane & Related Roofing Accessories | Not Included |
| | | |
| | | |
| | Subtotal | $ - |

| | Division 8 - Doors and Windows | |
|---|---|---|
| | **Doors, Frames and Hardware** | |
| | Furnish & Install New Panic Device Hardware | Included |
| | Reinstall Misc. Hardware @ Rear Doors | Included |
| | Door Alarms | Included |
| | | |
| | | |
| | Subtotal | $ 6,900.00 |
| | **Louvers** | |
| | Furnish New Exterior Louvers | Included |
| | Install New Exterior Louvers | Included |
| | Misc. Louver Coordination | Included |
| | Goosenecks | Included |
| | Engineering | Included |
| | | |
| | | |
| | Subtotal | $ 50,580.00 |
| | **Overhead Doors** | |
| | Demo & Remove Existing OH Doors | Included |
| | Furnish & Install New Motorized OH Doors | Included |
| | Misc. OH Door Coordination | Included |
| | | |
| | | |
| | Subtotal | $ 221,100.00 |

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# Exhibit A - Scope of Work

**Project:** Windows & Doors Replacement - Fire Station #6
**Location:** Plantation, FL

**Date:** 12/10/2024
**Project #** 202400-1400
**Rev #** 000

| Notes | Scope Description | Project Size 2,500 |
|---|---|---|
| | **Windows and Storefront Systems** | |
| | Demo & Remove Existing Windows | Included |
| | Furnish & Install New Storefront Openings | Included |
| | Engineering | Included |
| | Threshold Inspections | Included |
| | | |
| | | |
| | Subtotal | $ 112,175.00 |
| | **Division 9 - Finishes** | |
| | **Gypsum Board Assemblies** | |
| | Drywall Repair @ New Window Installation | Included |
| EXCL | Repair Existing Drywall Partitions Adjacent to Exterior Openings | Not Included |
| | Misc. Interior Finish Coordination | Included |
| | | |
| | | |
| | Subtotal | $ 5,850.00 |
| | **Flooring Finishes** | |
| | Modifications to Existing Flooring / Transitions | Included |
| | | |
| | | |
| | Subtotal | $ 2,000.00 |
| | **Acoustical Ceilings** | |
| | Modifications to Existing Acoustical Ceiling Tiles & Grid | Not Included |
| | | |
| | | |
| | Subtotal | $ - |
| | **Painting** | |
| | **Interior Painting** | |
| | Paint / Patch Interior Walls @ New Window Installation | Included |
| EXCL | Paint Adjacent Interior Partitions | Not Included |
| | **Exterior Painting** | |
| | Patch & Repair Existing Fascia / Stucco / Exterior Wall Finishes | Included |
| | Repaint Existing Bollards | Included |
| | | |
| | Subtotal | $ 4,100.00 |
| | **Wallcovering and Paneling** | |
| | Modifications to Existing Interior Wall Coverings / Finishes | Not Included |
| | | |
| | | |
| | Subtotal | $ - |
| | **Division 11 - Equipment** | |
| | **Dock Equipment** | |
| EXCL | Track Guards / Protection @ New OH Doors | Not Included |
| EXCL | Exterior Equipment Modifications or Upgrades | Not Included |
| | | |
| | Subtotal | $ - |
| | **Division 12 - Furnishings** | |
| | **Blinds and Shutters** | |
| | Remove & Protect Existing Window Blinds | Included |
| | Reinstall Existing Window Blinds | Included |
| EXCL | Replace Existing Window Blinds | Not Included |
| | | |
| | | |
| | Subtotal | $ 2,025.00 |
| | **Misc. FF&E** | |
| EXCL | Furnishings, Fixtures & Equipment | By Owner |
| | | |
| | | |
| | Subtotal | $ - |

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# Exhibit A - Scope of Work

**Project:** Windows & Doors Replacement - Fire Station #6
**Location:** Plantation, FL

**Date:** 12/10/2024
**Project #** 202400-1400
**Rev #** 000

| Notes | Scope Description | Project Size 2,500 |
|---|---|---|
| | **Division 15 - Mechanical** | |
| | **Fire Sprinkler System** | |
| EXCL | Repairs / Modifications to Existing Fire Sprinkler System | Not Included |
| | | |
| | | |
| | Subtotal | $ - |
| | **Plumbing** | |
| EXCL | Repairs / Modifications to Existing Plumbing System | Not Included |
| | | |
| | | |
| | Subtotal | $ - |
| | **HVAC** | |
| EXCL | Repairs / Modifications to Existing Mechanical Systems | Not Included |
| | | |
| | | |
| | Subtotal | $ - |
| | **Division 16 - Electrical** | |
| | **Electrical** | |
| | Access Control System Coordination | Included |
| | Power Supply to New OH Doors | Included |
| | Misc. Electrical Coordination | Included |
| | | |
| | | |
| | Subtotal | $ 55,500.00 |
| | **Fire Alarm** | |
| EXCL | Repairs / Modifications to Existing Fire Alarm System | Not Included |
| | | |
| | | |
| | Subtotal | $ - |
| | | |
| | **Subtotal** | $ 596,599.00 |
| | **General Liability Insurance and WC Insurance** | $ 10,143.00 |
| | **Payment and Performance Bond** | $ 9,500.00 |
| | **Builder's Risk Insurance** | N/A |
| | **Building Permits** | By Owner |
| | **Contractor's Markup** | $ 89,490.00 |
| | | |
| | **Grand Total** | $ 705,732.00 |

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# Exhibit C - Statement of Qualifications

| | Division 1 - General Requirements |
|---|---|
| 1 | This proposal is valid for 30 days. |
| 2 | Prevailing Wages / Davis-Bacon wages are not included. |
| 3 | Payment and Performance bond is included. |
| 4 | Builder's Risk Insurance and deductibles are excluded. |
| 5 | Insurance requirements are included as Rycon's standard coverages. |
| 6 | Construction Site security is excluded. |
| 7 | Permit expediting is not included. By Owner. |
| 8 | All Building and Civil permit fees are excluded. |
| 9 | Impact fees are excluded. |
| 10 | Design fees of any kind are excluded. |
| 11 | Warranties are standard 1-Year. Extended warranties are not included. |
| 12 | Material escalations is not included, but unforeseen. |
| 13 | Asbestos and Lead Testing are excluded. |
| 14 | Overtime, Nighttime or Weekend work is included to meet project duration schedule. It is assumed that reasonable access during traditional business working hours will be permitted. |
| 15 | Small, Minority, Disadvantaged Business Enterprise participation requirements are not included. |
| | |

| | Division 2 - Site Work & Demolition |
|---|---|
| 1 | Demolition of existing Louvers, Doors, Windows and OH Doors is included. |
| 2 | Protection and repair of existing Landscaping and Sod is included. |
| | |

| | Division 3 - Concrete |
|---|---|
| 1 | Repairs and modifications of existing slab-on-grade and structure is not included. |
| 2 | Repairs and modifications of existing sidewalks, building entrances and walkways is not included. |
| 3 | ADA compliance requirement upgrades or modifications is not included. |
| | |

| | Division 4 - Masonry |
|---|---|
| 1 | Repairs and modifications of existing CMU structure is not included. |
| 2 | Patching and repair of existing brick veneer at building openings is included. |
| 3 | Acid wash and ground preparation of brick veneer at building openings is included. |
| 4 | Cleaning, patching or repair of adjacent brick veneer is not included. |
| | |

| | Division 5 - Structural Steel / Misc. Metals |
|---|---|
| 1 | Repairs and modifications of existing steel structure is not included. |
| 2 | Repairs and modifications of existing misc. metal fabrications, railings, bollards, etc. is not included. |
| | |

| | Division 6 - Rough Carpentry and Millwork |
|---|---|
| 1 | Construction of temporary partitions at exposed openings during construction is included. |
| | |

| | Division 7 - Building Insulation, Fire Stopping, & Roofing |
|---|---|
| 1 | Caulking of new Louvers, Doors, Windows and OH Doors is included. |
| 2 | Caulking of any joints, existing openings to remain is not included. |
| 3 | Repairs and modifications of existing Roof membrane and related roofing accessories is not included. |
| | |

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# Exhibit C - Statement of Qualifications

| | Division 8 - Doors and Windows |
|---|---|
| 1 | Replacement of existing Louvers, Doors, Windows and OH Doors is included per ITB instructions and jobsite walkthrough quantities. |
| 2 | Round Louvers are not Level E rated, this size/shape is not available in a Level E rated assembly. |
| 3 | New panic device hardware is included. |
| 4 | Engineering and threshold inspections are included. |
| | |

| | Division 9 - Finishes |
|---|---|
| 1 | Drywall repairs and touch up is included at exterior wall opening partitions only. |
| 2 | Repairs and modifications to existing door / flooring thresholds is included. |
| 3 | Repairs and modifications to existing Acoustical Ceiling Tiles & Grid is not included. |
| 4 | Painting and touch up is included at exterior wall opening partitions only. Painting of adjacent partitions is not included. |
| 5 | Repairs and modifications to existing wall coverings or finishes is not included. |
| | |

| | Division 10 - Specialties |
|---|---|

| | Division 11 - Equipment |
|---|---|
| 1 | Track guards at new OH Doors is included. |
| 2 | Modifications or upgrades to any existing equipment is not included. |
| | |

| | Division 12 - Furnishings |
|---|---|
| 1 | Removal, protection and reinstallation of existing window treatments is included. |
| 2 | New window treatments are not included. |
| 3 | Supply, Handling and Installation of any Owner FF&E is not included. |
| | |

| | Division 13 - Special Construction |
|---|---|

| | Division 14 - Conveying Systems |
|---|---|

| | Division 15 - Plumbing , Mechanical, Fire Protection |
|---|---|
| 1 | Repairs and modifications to existing Fire Protection system is not included. |
| 2 | Repairs and modifications to existing Plumbing system is not included. |
| 3 | Repairs and modifications to existing Mechanical systems is not included. |
| | |

| | Division 16 - Electrical & Fire Alarm |
|---|---|
| 1 | Power to Door Access and OH Door motors is included. |
| 2 | Repairs and modifications to existing Electrical system and service is not included. |
| 3 | Repairs and modifications to existing Fire Alarm system is not included. |
| | |

Construction Services Group

Alliant

December 9, 2024

Danielle Redding
Rycon Construction, Inc.
2501 Smallman Street, Suite 100
Pittsburgh, PA 15222

Re:
Type of Bond: Bid Bond
ECV: 937,932.00$
Obligee: City of Plantation
Description: Windows and Doors Replacement - Fire Station #6 077-24
Bond Amount: 5%
Bid Date: 12/10/24

Danielle,

Enclosed please find the above captioned bid bond executed per your request.

The bid bond must be signed by an authorized representative of your company, and sealed with the corporate seal.

We urge you to double-check all signatures, dates, amounts and job descriptions for accuracy. This will avoid the possibility of having a low bid rejected because of a clerical error. Please verify again that the bid bond we executed are the forms required by the specification. In addition, please verify that anything unusual that has been requested by the obligee is attached.

The bid bond authorization is based upon your original estimate. If the actual bid price exceeds this estimate by 10% or more, please contact us for additional authority!

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Abby Simkin

**PLEASE NOTE: IN THE EVENT THAT THE TIME TO COMPLETE EXCEEDS 24 MONTHS A TIME SURCHARGE OF 1% PER MONTH FOR EVERY MONTH OVER 24 MONTHS WILL BE ADDED TO THE PREMIUM. PLEASE CONTACT US FOR THE RATES.**

Your bid results are very important, please email this information to Andrew.Bly@alliant.com.

| Contractors Name | Contract Price |
|---|---|
| 1. _____ | $ _____ |
| 2. _____ | $ _____ |
| 3. _____ | $ _____ |

Where did you place _____ and your price $ _____

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: Rycon Construction, Inc.
Legal Status: Corporation
Address: 2501 Smallman Street, Suite 100
Pittsburgh, PA 15222

SURETY:
Name: Fidelity and Deposit Company of Maryland
Legal Status: Corporation
Principal place of Business: 1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount Bid (5%)

PROJECT:
Windows and Doors Replacement - Fire Station #6 077-24 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 9th , 20 24 .

Rycon Construction, Inc.

(Name of CONTRACTOR)

By: Abigayle Simkin
(As Attorney in Fact) Abigayle Simkin

Fidelity and Deposit Company of Maryland
(Name of Surety)

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Ryan BURKE, James L. BLY, Andrew BLY, Pamela L. NUNEZ, Daniel A. PAPAJCIK, Abigayle SIMKIN of Pittsburgh, Pennsylvania, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of October, A.D. 2022.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1990

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 18th day of October, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of December, 2024.




MJ Pethick

By: Mary Jean Pethick
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

6981

# GUARANTEE OF BID PROPOSAL

Name of Company: Rycon Construction, Inc.

Street Address: 15471 SW 12th Street, Suite 205

| Sunrise | FL | 33326 |
|---|---|---|
| City | State | Zip |

Mailing Address: 15471 SW 12th Street, Suite 205, Sunrise, FL 33326

Phone No.: 954-851-9494 Fax#: N/A

Email Address: lkent@ryconinc.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: CGC1506050

State of Florida Corporation ID # (From Secretary of State): F07000001732

Federal Employer Identification Number (FEIN): 25-1601544

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Lewis Kent
(Printed Name of Above Signer)

Executive Vice President, Fort Lauderdale
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Lewis Kent, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24; Windows and Doors Replacement - Fire Station # 6.

Addenda Numbers Received:

1 - 10/07/24

2 - 10/21/24

3 - 10/24/24

4 - 10/28/24

5 - 10/30/24

6 - 11/19/24

7 - 11/19/24

AUTHORIZED SIGNATURE: 

PRINTED NAME OF ABOVE: Lewis Kent

TITLE OF ABOVE: Executive Vice President, Fort Lauderdale

COMPANY NAME: Rycon Construction, Inc.

Plantation
the grass is greener®

# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Rycon Construction, Inc.

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Rycon Construction, Inc.

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Rycon Construction, Inc.

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Rycon Construction, Inc.

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Rycon Construction, Inc.

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Rycon Construction, Inc.

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1** – **Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** **Rycon Construction, Inc.**

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 20 24 , before me, the undersigned authority, personally appeared Lewis Kent, to me known to be the individual described in and who executed the foregoing instrument as Executive VP, Fort Lauderdale of Rycon Construction, Inc, , a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

Clara Jenice Mclemore (Signature of Notary Public)

Clara Jenice Mclemore (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

CLARA JENICE MCLEMORE
Notary Public - State of Florida
Commission # HH 318457
My Comm. Expires Jan 24, 2027
Bonded through National Notary Assn.

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF N/A )

SS

COUNTY OF N/A )

On this N/A day of N/A, 20 , before me, the undersigned authority, personally appeared N/A, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative N/A

WITNESS my hand and official seal the date aforesaid.

N/A (Signature of Notary Public)

N/A (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF N/A )

SS

COUNTY OF N/A )

On this N/A day of N/A , 20 , before me, the undersigned authority, personally appeared N/A , to me known to be the individual described in and who executed the foregoing instrument as N/A of N/A , a N/A company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative N/A

WITNESS my hand and official seal the date aforesaid.

N/A (Signature of Notary Public)

N/A (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known or product identification

Type of identification produced **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Rycon Construction, Inc.

NAME: Lewis Kent

ADDRESS: 15471 SW 12th Street, Suite 205, Sunrise, FL 33326

TELEPHONE NO.: 954-851-9494

FAX NO.: N/A

EMAIL ADDRESS: lkent@ryconinc.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Rycon Construction, Inc.

   The address of the principal place of business is: 2501 Smallman St., Ste. 100, Pittsburgh, PA 15222

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: April 27, 1989
   b. State of Incorporation: Pennsylvania
   c. President's Name: John Sabatos
   d. Vice President's Name: Rycon has 23 VP's. Please see attached.
   e. Secretary's Name: Kevin Montez
   f. Treasurer's Name: John Sabatos
   g. Name and address of Resident Agent: C T Corporation System
      1200 South Pine Island Rd., Plantation, FL 33324

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: N/A

   b. Name, address and ownership units of all partners: N/A

   c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name: 35

   a. Under what other former names has your organization operated?

      N/A

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   Please see attached.

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No.

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No.

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    Please see attached for our Senior Leadership.

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

Please see attached for Litigation history.

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

N/A

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

N/A

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Will provide upon project award.

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Rycon owns 4 forklifts, 2 telehandlers, 7 skid steers, 15 trucks/vans, CNC router, edgebander, and various sanders and saws.

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

No objections.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

(Authorized Signature in Ink)

Lewis Kent
(Printed Name of Above Signer)

Executive VP, Fort Lauderdale
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# SENIOR LEADERSHIP

## CORPORATE LEADERSHIP



**JOHN W. SABATOS**
**CEO**
30+ years' experience



**KEVIN T. MONTEZ**
**COO**
30+ years' experience



**GRETCHEN GRING**
**CFO**
15+ years' experience



**HEATHER SAXON**
**VP OF HUMAN RESOURCES**
10+ years' experience

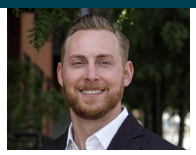

**REID CSERVAK**
**VP OF BD & MARKETING**
12+ years' experience

## PITTSBURGH



**LOU FERRARO**
**CO-PRESIDENT**
40+ years' experience



**STEPHEN KOSMER**
**CO-PRESIDENT**
35+ years' experience



**JAMES CELMO**
**VP OF FIELD OPS.**
45+ years' experience



**MICHAEL PENROD**
**VP OF RISK MGMT/LABOR**
20+ years' experience



**PATRICK STONE**
**SR. VP OF OPERATIONS**
35+ years' experience



**TOM HACKE**
**VP OF OPERATIONS**
40+ years' experience



**JIM FROEHLICH**
**VP OF SPECIAL PROJECTS**
25+ years' experience



**BRENDAN MADDEN**
**VP OF SPECIAL PROJECTS**
15+ years' experience

## PHILADELPHIA



**MATT PENTZ**
**EXECUTIVE VICE PRESIDENT**
15+ years' experience

## CLEVELAND



**DAVID J. SEMLER**
**EXECUTIVE VICE PRESIDENT**
35+ years' experience



**GIANNI DEANGELIS**
**VP OF PRECON**
20+ years' experience

## ATLANTA



**PAUL W. THOMANN**
**PRESIDENT**
35+ years' experience



**CONO PASSIONE**
**VP OF PROJECT MGMT.**
15+ years' experience

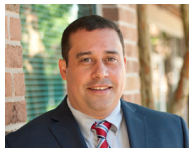

**JARED GUTIERREZ**
**VP OF PRECON**
15+ years' experience

## FT. LAUDERDALE



**ANTHONY RODRIGUEZ**
**EXECUTIVE VICE PRESIDENT**
20+ years' experience



**LEWIS KENT**
**EXECUTIVE VICE PRESIDENT**
15+ years' experience

## WASHINGTON, DC



**RONALD MAIN**
**VICE PRESIDENT**
40+ years' experience



**JARROD SCHIDING**
**VICE PRESIDENT**
18+ years' experience

## FT. MYERS



**MATT MASTROFRANCESCO**
**EXECUTIVE VICE PRESIDENT**
15+ years' experience

## CHARLOTTE

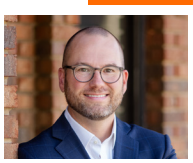

**BEN PRUITT**
**EXECUTIVE VICE PRESIDENT**
20+ years' experience

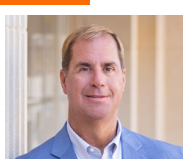

**BRIAN FISH**
**VP OF OPERATIONS**
25+ years' experience

## HOUSTON

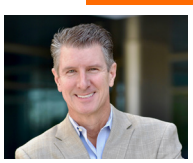

**MIKE DIEHL**
**PRESIDENT**
30+ years' experience

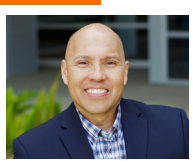

**WILLIAM FLORES**
**VICE PRESIDENT**
25+ years' experience

## Craftworks USA

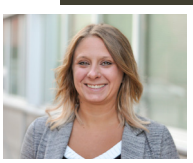

**DANIELLE MCCULLOUGH**
**VICE PRESIDENT**
20+ years' experience



**BOB GILD**
**VICE PRESIDENT**
20+ years' experience

# LITIGATION HISTORY

**Narcoossee Commons North Buildings 100 – 300**
Ground up construction of three new retail buildings that started construction in July of 2022. Construction was over 80% complete and the owner stopped payments to Rycon. Rycon and subcontractors are owed over three months' worth of payments, and such have filed a lien September 2023 and filed litigation against ownership, Narcoossee Commercial, LLC. As of February 2024 the litigation date is pending.

**Southpointe Town Square Office Building**
Rycon constructed an office building in Southpointe II office park south of Pittsburgh. The project was completed, turned over, and occupied by the tenant in 2015. On 1/8/2018 after a weeklong cold in the single digits, a sprinkler riser froze and burst in the building stairwell causing flooding to some portion of all 5 floors. Acadia Insurance carrier for the owner adjusted and paid for the repairs from the flood loss, then filed a subrogation suit 3/8/19 against the design and construction firms three years prior. Two rounds of testing and inspection failed to produce evidence of any construction related defect. Final settlement was reached by all parties on 2/21/2023.

**Arrakis LLC Hotel**
Rycon constructed and completed a new hotel that received substantial completion 11/11/20 with final certificate of occupancy issued 12/17/20. After non-payment by the owner for monies owed, Rycon filed a lien on the project. Arbitration was set, though a settlement was reached prior on 3/4/22 paying Rycon 98.8% of monies owed.

**Tanger Outlet Center**
Job completed in 2018. Two suits filed by Tanger Properties and Ace American Insurance against Rycon for storm basin failure. Rycon asserts storm detention basins installed per plans and specifications and inspected during installation by manufacturer and local building inspectors. A settlement was reached on 6/27/22 satisfying all parties involved.

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:**

1. PROJECT: Collier County Fire & EMS Station 74 DATE: 1/8/2024 - 5/5/2025

   LOCATION: 4490 Golden Gate Blvd E

   Naples, FL 34117

OWNER REPRSENTATIVE: Name: Tony Barone

Title: Principal Project Manager

Email: Tony.Barone@colliercountyfl.gov

2. PROJECT: Xebec Multi-Tenant Office & Industrial Warehouses DATE: 05/12/23- 03/10/25

   LOCATION: 6601 NW 167th Street

   Hialeah, FL 33015

OWNER REPRSENTATIVE: Name: Brooks King

Title: Vice President - Southeast Region

Email: brooks@xebecrealty.com

3. PROJECT: Countyline Corporate Park DATE: 2018 - Ongoing

   LOCATION: 11215 W. 43rd Ave.

   Hialeah, FL 33018

OWNER REPRSENTATIVE: Name: Christopher Sutton

Title: Managing Principal

Email: csutton@vsre.net

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB No. 077-24.

2. This sworn statement is submitted by Rycon Construction, Inc. (entity submitting sworn statement), whose business address is 15471 SW 12th Street, Ste. 205, Sunrise, FL 33326 and its Federal Employer Identification Number (FEIN) is 25-1601544. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A.

3. My name is Lewis Kent (please print name of individual signing), and my relationship to the entity named above is Executive VP, Fort Lauderdale.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024, by Lewis Kent, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: Clara Jenice Mclemore

PRINT: Clara Jenice Mclemore

Notary Public, State at large

My Commission Expires: _____

CLARA JENICE MCLEMORE
Notary Public - State of Florida
Commission # HH 318457
My Comm. Expires Jan 24, 2027
Bonded through National Notary Assn.

RYCON Construction
Employee-Owned. Client-Driven.

35 YEARS 1989 - 2024

15471 SW 12th Street, Suite 205
Sunrise, FL 33326
954-851-9494
www.ryconinc.com

Regarding Form 4A Disclosure of Business Transaction, Relationship or Interest, Rycon Construction has no family conflicts of interest with the City of Plantation.

Lewis Kent, Executive Vice President, Fort Lauderdale
Rycon Construction
12/09/2024

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| Lewis Kent | Executive VP, Fort Lauderdale |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: Rycon Construction, Inc.

Name: Lewis Kent

Title: Executive VP, Fort Lauderdale

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th December 2024 (*date*) by Lewis Kent who is personally known to me or who has produced _____ as identification.

My commission expires:

CLARA JENICE MCLEMORE
Notary Public - State of Florida
Commission # HH 318457
My Comm. Expires Jan 24, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

| | |
|---|---|
| Signature | Lewis Kent<br>Printed Name |
| Rycon Construction, Inc.<br>Bidder Name | 12/09/2024<br>Date |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

7011

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | Lewis Kent<br>**CONTRACTOR** |
| 12/09/2024<br>**DATE** | **CITY OF PLANTATION** |

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) **12/12/2018**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER<br>**American Underwriters**<br>**Miami, FL 33166** | CONTACT NAME: **Agent Name**<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | **Agent CONTACT INFORMATION** — NAIC # |
| | INSURER A : |
| INSURED **Any-Business**<br>**1101 Easy St**<br>**MIAMI, FL 33131** | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-C JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | **UMBRELLA LIAB** X OCCUR CLAIMS-<br>X **EXCESS LIAB** MADE<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

**7012**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Graham Company, a Marsh & McLennan Agency, LLC company
The Graham Building
One Penn Square West
Philadelphia PA 19102

**CONTACT NAME:** John Kilgarriff/Brett Nealis
**PHONE (A/C, No, Ext):** 215-701-5291 **FAX (A/C, No):**
**E-MAIL ADDRESS:** MMAEastGrahamKilgarriffUnit@MarshMMA.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Union Fire Ins. Co. of Pittsburgh, PA | 19445 |
| INSURER B : The Cincinnati Insurance Company | 10677 |
| INSURER C : Travelers P&C Co of America | 25674 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** RYCOCON-01
Rycon Construction, Inc.
2501 Smallman Street Suite 100
Pittsburgh, PA 15222-4679

**COVERAGES** **CERTIFICATE NUMBER:** 1159467992 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | **COMMERCIAL GENERAL LIABILITY** | | | 329-20-93 | 9/1/2024 | 9/1/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | [X] Stop Gap OH & WV | | | | | | MED EXP (Any one person) | $ 10,000 |
| | [X] No Excl for XCU | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| B | **AUTOMOBILE LIABILITY** | | | EBA0693771 | 9/1/2024 | 9/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [X] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | [X] Comp: $2000 [X] Coll: $2000 | | | | | | | $ |
| C | [X] **UMBRELLA LIAB** [X] OCCUR | | | CUP-6Y218276-24-NF | 9/1/2024 | 9/1/2025 | EACH OCCURRENCE | $ 15,000,000 |
| | **EXCESS LIAB** [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 15,000,000 |
| | [ ] DED [X] RETENTION $ $10,000 | | | | | | | $ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | N / A | | 022-29-8379 | 9/1/2024 | 9/1/2025 | [X] PER STATUTE [ ] OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Evidence of Coverage

**CERTIFICATE HOLDER**

Rycon Construction Inc
2501 Smallman Street
Pittsburgh PA 15222
United States

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Rycon Construction, Inc.
Company's Name

Authorized Representative Signature

Lewis Kent, Executive VP, Fort Lauderdale
Print Name and Title

12/09/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Kevin Montez, am the undersigned Secretary of Rycon Construction, Inc. (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 2501 Smallman Street, Suite 100, Pittsburgh, PA 15222. The Corporation is duly organized and existing under laws of the State of Pennsylvania and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 27th day of April, 1989 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Lewis Kent (name), Executive VP, Fort Lauderdale (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Windows & Doors Replacement - Fire Station # 6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____S_____ corporation, do certify that _____Kevin Montez_____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| John Sabatos | | CEO | | 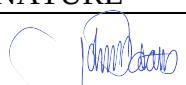 |
| Kevin Montez | | COO | |  |
| Gretchen Gring | | CFO | | 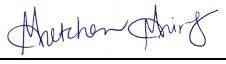 |

This _9th_ day of _December_____, 2024___.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Rycon Construction, Inc.

By (sign): _____

Print Name: Lewis Kent

## NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF N/A

COUNTY OF N/A

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this N/A (*date*) by N/A (*name of personal acknowledging*), who is personally known to me or who has produced N/A (*type of identification*) as identification.

My commission expires: N/A

NOTARY PUBLIC

## NOTARY BLOCK FOR A CORPORATION

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 12/09/24 (*date*) by Lewis Kent, EVP (*name of officer or agent, title of officer or agent*), of Rycon Construction, Inc (*name of corporation acknowledging*), a PA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

CLARA JENICE MCLEMORE
Notary Public - State of Florida
Commission # HH 318457
My Comm. Expires Jan 24, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF N/A

COUNTY OF N/A

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this N/A (*date*) by N/A (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of N/A (*name of company acknowledging*), a N/A (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced N/A (type of identification) as identification.

My commission expires: N/A

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Rycon Construction, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Rycon Construction, Inc.

By: _____
Signature

Lewis Kent, Executive VP, Fort Lauderdale
Name and Title

15471 SW 12th Street, Suite 205
Street Address

Sunrise, FL 33326
City, State, Zip

12/09/2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**OFFICE OF THE MAYOR**
Nick Sortal
Mayor

**PROCUREMENT DEPARTMENT**
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener

**CITY COUNCIL**
Louis Reinstein, President
Denise Horland, President Pro Tem
Erik Anderson
Jennifer Andreu
Timothy J. Fadgen

January 9, 2025

Parbattie Ramsaywack
VPR Construction Corporation
461 NW 87th Lane Unit 101
Plantation, Fl 33324
Email: trisha@vprconstructioncorp.com

Ref: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6

Dear Mr. Ramsaywack,

In review of your Company's bid submission for above referenced project, it has been determined that your Company is considered "Qualified Local Business" pursuant to Sec. 2-227. – Local Business Preference of the City's Code. In addition, the total monetary value listed in your submission falls within five (5%) of the lowest bidder triggering the use of the provisions mentioned in Sec. 2-227 of the City's Code.

In accordance with to Sec. 2-227 of the City's Code, the Qualified Local Business shall be provided an opportunity to match the price of the low response.

Low Response: $ 406,667.36

Revised "Qualified Local Business" Response: $ 406,667.36

Parbattie Ramsaywack — Parbattie Ramsaywack — 01/09/2025
Print: Sign: Date:

The Qualified Local Business must provide a written response within two (2) days of issuance of this letter/notice. Failure to respond shall be deemed to be a denial of the opportunity to match the low response.

In, addition, attached you will find a blank bid and bid guarantee form that must be completed with your Company's revised cost (if any) and returned with this letter/notice

**Note:** Any and all information provided to the City from the Contractor is hereby made part of the Agreement Documents for the referenced ITB, and shall be utilized to further review submitted bid submittals.

Respectfully,

Approval Date: 1 / 9 / 2025

Carlos Marmolejos, CPM, MSM
Procurement Agent
Email: cmarmolejos-rosario@plantation.org

Ezzard C. Spencer, Jr.
Charles Spencer, Procurement Director

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 287,550.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 406,667.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FL 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FL 33324

Phone No.: 954-859-5496 / 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com / andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P10200008884 6

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Barbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Barbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

01/09/2025
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

VPR Construction Corporation
461 NW 87 Lane #101
Plantation FL 33324

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 159088

Account #: OC16-0247

**Valid from 10/01/2016 to 09/30/2017**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**d/b/a VPR Construction Corporation**
**461 NW 87 Lane #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN16-04739 • Paid: 10/14/2016 • $150.15 **7031**

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: 09/13/2024 • $136.50 **7032**

# State of Florida

## *Woman & Minority Business Certification*

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026



J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

7033

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Tarbattie Ramsaywack Printed Name: Tarbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Parbattie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
the grass is greener

# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
the grass is greener

# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation FL 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vpronstructionwrp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation FL 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7055

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7056

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation

## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7057**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

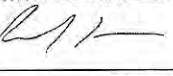


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Tarbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Tarbattie Ramsaywack Printed Name: Tarbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLANDER NOTARY PUBLIC STATE OF NEW YORK Qualified in New York County 02ENG6351223 MY COMMISSION EXPIRES 11/28/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

## GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FL 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FL 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation FL 33324

TELEPHONE NO.: 954-859-5496 / 754-201-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vpronstructionwrp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation FL 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7106

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7107

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7108**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

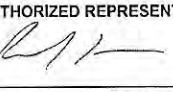


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsayward (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG351223
MY COMMISSION EXPIRES 11/28/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

## GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FL 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FL 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#:

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation FL 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vpronstructionwrp.com / andy@vpronstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation FL 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7157

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7158

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7159**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / X PRO-JECT / LOC<br>OTHER: | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB / X OCCUR<br>X EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

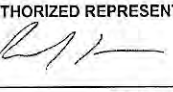


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsayward (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

7190

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7208

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7209

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7210**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

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## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

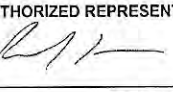


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Tarbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsayward (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#:

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7259

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7260

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation

## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7261**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

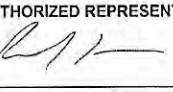


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Tarbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbathie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Parbattie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/28/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

## GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FL 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FL 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7310

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7311

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7312**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

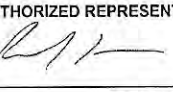


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Tarbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsayward (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywark
Signature

Parbattie Ramsaywark
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Tarbattie Ramsaywack Printed Name: Tarbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Parbattie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

## GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Plantation
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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7361

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7362

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7363**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbathie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Tarbattie Ramsaywack Printed Name: Tarbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7412

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7413

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7414**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

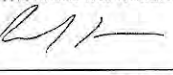


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Tarbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsayvack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

## GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FL 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FL 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation FL 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vpronstructionwrp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation FL 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

74633

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7464

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7465**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Barbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Barbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

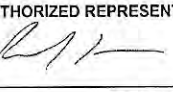


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsayward (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7514

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7515

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7516**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

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## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

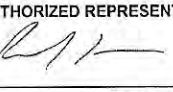


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Tarbattie Ramsaywack Printed Name: Tarbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tamatbi Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLAND NOTARY PUBLIC STATE OF NEW YORK NOTARY PUBLIC Qualified in New York County 02ENG6351223 MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

## GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7565

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7566

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation

## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7567**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

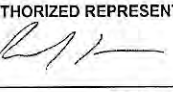


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Tarbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbathe Ramsayvack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLANDER NOTARY PUBLIC STATE OF NEW YORK Qualified in New York County 02ENG6351223 MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7616

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7617

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7618**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A | | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

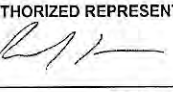


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Tarbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsayward (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Tarbattie Ramsaywack Printed Name: Tarbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Parbattie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Plantation
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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7667

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7668

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
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# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7669**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

*Fill in Form*

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Barbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Barbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

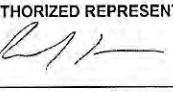


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbathe Ramsayvack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG351223
MY COMMISSION EXPIRES 11/28/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

## GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FL 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FL 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-201-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

77718

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7719

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7720**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

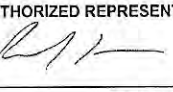


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Tarbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tamatbi Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLEHARDT
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FL 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FL 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#:

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7769

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7770

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7771**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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The ACORD name and logo are registered marks of ACORD

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbathe Ramsayvack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Parbattie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vpronstructionwrp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7820

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7821

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7822**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

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## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

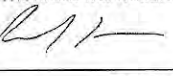


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbathe Ramsaywak (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Tarbattie Ramsaywack Printed Name: Tarbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Parbattie Ramsaywack
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLAND
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/28/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____
Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

_____
Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## QUESTIONS AND ANSWERS

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7871

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7872

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7873**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

   OWNER REPRSENTATIVE: Name: Edith Galloza

   Title: Property Manager

   Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

   OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

   Title: Project Manager

   Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

   OWNER REPRSENTATIVE: Name: Kanya Oliver

   Title: Project Manager

   Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Parbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Parbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

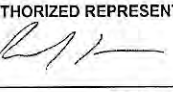


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbathe Ramsayvack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# State of Florida

## *Woman & Minority Business Certification*

VPR Construction Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

04/11/2024 to 04/11/2026



J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com

7901

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** VPR Construction Corporation **Date:** 12/9/2024

**Base Bid Total:** 421,205.36

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

Signature: Parbattie Ramsaywack Printed Name: Parbattie Ramsaywack

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* VPR Construction Corporation

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 302,148.00 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 421,265.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. BND1011346-00

CONTRACTOR:
Name: VPR Construction Corporation
Legal Status: Florida Corporation
Address: 4762 Commercial Blvd.
Tamarac, FL 33319

SURETY:
Name: Fair American Insurance and Reinsurance Company
Legal Status: New York Corporation
Principal place of Business: One Liberty Plaza, 165 Brodway
New York, NY 10006

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 2024.

VPR Construction Corporation
Tanoattai Ramsaywaek
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

Fair American Insurance and Reinsurance Company
(Name of Surety)

# FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
**One Liberty Plaza, 165 Broadway, New York, NY 10006**
## POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ENGLISH
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
02ENG6351223
MY COMMISSION EXPIRES 11/26/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 10th day of December, 2024

_____
Christopher O'Gwen, President and CEO

Bond # BND1011346-00

No. **7959**

# GUARANTEE OF BID PROPOSAL

Name of Company: VPR Construction Corporation

Street Address: 461 NW 87th Lane Unit 101

Plantation FI 33324
City State Zip

Mailing Address: 461 NW 87th Lane Unit 101 Plantation FI 33324

Phone No.: 954-859-5496/ 754-204-3610 Fax#: _____

Email Address: trisha@vprconstructioncorp.com/andy@vprconstructioncorp.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☑ Yes ☐ No If yes, License #: CGC1523881

State of Florida Corporation ID # (From Secretary of State): P12000088846

Federal Employer Identification Number (FEIN): 45-2794091

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/8/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Parbattie Ramsaywack, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. 077-24, Windows & Doors Replacement.

Addenda Numbers Received:

1 10/7/24
2 10/21/24
3 10/24/24
4 10/28/24
5 10/30/24
6 11/19/24
7 11/20/24

AUTHORIZED SIGNATURE: Parbattie Ramsaywack

PRINTED NAME OF ABOVE: Parbattie Ramsaywack

TITLE OF ABOVE: President

COMPANY NAME: VPR Construction Corporation

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

Plantation
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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6.**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** VPR Construction Corporation

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 9th day of December, 2024 before me, the undersigned authority, personally appeared Parbattie Ramsaywack, to me known to be the individual described in and who executed the foregoing instrument as President of VPR Construction Corp, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Parbattie Ramsaywack

WITNESS my hand and official seal the date aforesaid.

HSamuel (Signature of Notary Public)

Hilroy Samuel (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____ )

SS

COUNTY OF_____ )

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: VPR Construction Corporation

NAME: Parbattie Ramsaywack

ADDRESS: 401 NW 87th Lane Unit 101 Plantation Fl 33324

TELEPHONE NO.: 954-859-5496 / 754-204-3610

FAX NO.: _____

EMAIL ADDRESS: trisha@vprconstructionwp.com / andy@vprconstructioncorp.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: VPR Construction Corporation

   The address of the principal place of business is: 401 NW 87th Lane Unit 101 Plantation Fl 33324

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) X

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: 10/19/2012
   b. State of Incorporation: Florida
   c. President's Name: Parbattie Ramsaywack
   d. Vice President's Name: Vickram Ramsaywack
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

## QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: NA

   b. Name, address and ownership units of all partners: NA

   c. State whether general or limited partnership: NA

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: 9 years

   a. Under what other former names has your organization operated?

   A 3 M Home Remodeling Corp

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   CGC1523881 / CCC1332285

8. Have you personally inspected the site(s) of the proposed work? (Y) ✓ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    President has 12 years experience, VP has 22 years experience

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CCC1332285**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7923

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## RAMSAYWACK, PARBATTIE

VPR CONSTRUCTION CORPORATION
4762 W COMMERCIAL BLVD
TAMARAC FL 33319

**LICENSE NUMBER: CGC1523881**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

7924

VPR Construction Corporation
4762 W Commercial Blvd
Tamarac FL 33319

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation

**LOCAL BUSINESS**
**TAX CERTIFICATE**

Certificate #: 197392

Account #: OC22-0993

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (4)a General Contractor - Building

Business Name & Address:

**Ramsaywack, Parbattie**
**461 NW 87 Ln #101**
**Plantation FL 33324**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-03525 • Paid: • **7925**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

NA

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NA

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

TBD

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

## QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Parbattie Ramsaywack
(Authorized Signature in Ink)

Witness

Parbattie Ramsaywack
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12/09/2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** VPR Construction Corporation

1. PROJECT: Broward County Housing Authority DATE: Ongoing

   LOCATION: Various locations throughout Broward County

OWNER REPRSENTATIVE: Name: Edith Galloza

Title: Property Manager

Email: egalloza@bchafl.org

2. PROJECT: Historical Museum Windows & Doors Replacement DATE: 04/2024

   LOCATION: City of Plantation 511 North Fig Tree Lane Plantation Fl 33317

OWNER REPRSENTATIVE: Name: Elson Soto, Jr.

Title: Project Manager

Email: esotojr@plantation.org

3. PROJECT: Firestation 44 - Replacement of curtainwall DATE: 07/2022

   LOCATION: City of North Lauderdale 7700 Hampton Blvd North Lauderdale Fl 33068

OWNER REPRSENTATIVE: Name: Kanya Oliver

Title: Project Manager

Email: Koliver@nlauderdale.org

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ITB NO. 077-24.

2. This sworn statement is submitted by VPR Construction Corporation (entity submitting sworn statement), whose business address is 4101 NW 87th Lane unit 101 Plantation FL 33324 and its Federal Employer Identification Number (FEIN) is 45-2794091. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Parasthre Ramsaywack (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

## PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parbattie Ramsaywack
(Signature)

12/09/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th Day of December, 2024 by Parbattie Ramsaywack, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

**NOTARY PUBLIC:**

SIGN: HSamuel

PRINT: Hilroy Samuel
Notary Public, State at large
My Commission Expires: 02/04/2028

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| NA | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is NA; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| Parbattie Ramsaywack | 01/9/2024 | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A – REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NA | NA |

**Witnesses:**

Typed name:

Typed name:

**BIDDER:**

By: VPR Construction Corporation

Name: Barbattie Ramsaywack

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/09/2024 (*date*) by Barbattie Ramsaywack who is personally known to me or who has produced _____ as identification.

My commission expires: 02/04/2028

H Samuel
NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Parbattie Ramsaywak
Signature

Parbattie Ramsaywak
Printed Name

VPR Construction Corporation
Bidder Name

12/9/2024
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** |
| 12/9/2024 | |
| **DATE** | **CITY OF PLANTATION** |

VPRCONS-01 FOXM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Richard Kerr
PHONE (A/C, No, Ext): (407) 998-4140 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: richard.kerr@ioausa.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Specialty Builders Insurance Company | 16826 |
| INSURER B : Nationwide Assurance Company | 10723 |
| INSURER C : American Builders Insurance Company | 11240 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VPR Construction Corporation
4762 W Commercial Blvd Tamarac
Tamarac, FL 33319

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | GLP034724401 | 4/27/2024 | 4/27/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | X | ACPBA023008860221 | 9/27/2023 | 9/27/2024 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | UMB-0347245-01 | 4/27/2024 | 4/27/2025 | AGGREGATE | $ 2,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N/A | X | WCV026367209 | 4/27/2024 | 4/27/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Plantation is Additional Insured with respect to General Liability & is primary and noncontributory, when required by written contract.
30 Days' Notice of Cancellation /10 Days Non-Payment of Premium in accordance with the policy provisions.
Waiver of Subrogation with respect to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

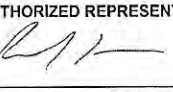


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41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Tarbattie Ramsaywack
(Authorized Signature in Ink or Electronic)

Witness

Tarbattie Ramsaywack
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12/09/2024
(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: H Samuel

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

VPR Construction Corporation
Company's Name

Parbattie Ramsaywaek
Authorized Representative Signature

Parbattie Ramsaywaek, President
Print Name and Title

12/9/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# CORPORATE RESOLUTION

I hereby certify that I, Hilroy Samuel, am the undersigned Secretary of VPR Construction Corporation (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 4101 NW 87th Lane Unit 101 Plantation FL 33324 The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 1st day of September, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that Parbathie Ramsaywack (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for ITB NO 077-24 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 9th day of December, 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Florida corporation, do certify that Hilroy Samuel (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| Vickram Ramsaywack | | Vice President | | |
| Parbattie Ramsaywack | | President | | Parbattie Ramsaywack |
| | | | | |

This 9th day of December, 2024.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements
2. 49 CFR Part 26, Disadvantage Business Enterprise Program
3. American with Disabilities Act of 1990 (ADA)
4. Convict Labor Prohibition
5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
    a. Disaster related purchases (those made with a special "disaster purchase order form") shall never be co-mingled with regular invoices
    b. All disaster invoices shall include the location where delivered or where used, if appropriate
6. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements
    a. Time Cards
    b. Daily work reports for every employee, by each separate FEMA category of work
    c. Daily equipment use, by each separate FEMA category of work
    d. List of all supplies and materials used, by each separate FEMA category of work
    e. Includes both prime and sub-contractors
7. All work must be properly grouped according to FEMA damage categories as specified in the contract
8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.
9. **Minority/Women's/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: VPR Construction Corporation

By (sign): Parbattie Ramsaywack

Print Name: Parbattie Ramsaywack

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/9/24 (*date*) by Parbattie Ramsaywack (*name of officer or agent, title of officer or agent*), of VPR construction corporation (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: H Samuel

NOTARY PUBLIC

HILROY SAMUEL
Notary Public-State of Florida
Commission # HH 488607
My Commission Expires
February 04, 2028

Attachment H

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, VPR Construction Corporation, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

VPR Construction Corporation

By: Parbattie Ramsaywack
Signature

Parbattie Ramsaywack
Name and Title

4101 NW 87th Lane Unit 101
Street Address

Plantation FL 33324
City, State, Zip

12/09/2024
Date

City of Plantation
Sub-Recipient's Name

H1046
DEM Contract Number

4486-025-R
FEMA Project Number

# Detail by FEI/EIN Number

Florida Profit Corporation
VPR CONSTRUCTION CORPORATION

**Filing Information**

| | |
|---|---|
| **Document Number** | P12000088846 |
| **FEI/EIN Number** | 45-2794091 |
| **Date Filed** | 10/19/2012 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | NAME CHANGE AMENDMENT |
| **Event Date Filed** | 12/09/2015 |
| **Event Effective Date** | NONE |

**Principal Address**

4762 W. COMMERICAL BLVD
TAMARAC, FL 33319

Changed: 06/27/2022

**Mailing Address**

4762 W. COMMERICAL BLVD
TAMARAC, FL 33319

Changed: 06/27/2022

**Registered Agent Name & Address**

Ramsaywack , Parbattie
4762 W. COMMERICAL BLVD
TAMARAC, FL 33319

Name Changed: 03/12/2020

Address Changed: 11/14/2022

**Officer/Director Detail**

**Name & Address**

Title President

RAMSAYWACK , PARBATTIE
4762 W. COMMERICAL BLVD
TAMARAC, FL 33319

Title VP

RAMSAYWACK, VICKRAM
4762 W. COMMERICAL BLVD
TAMARAC, FL 33319

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2024 | 02/12/2024 |
| 2024 | 06/19/2024 |
| 2024 | 08/13/2024 |

**Document Images**

| | |
|---|---|
| 08/13/2024 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 06/19/2024 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/12/2024 -- ANNUAL REPORT | View image in PDF format |
| 03/15/2023 -- ANNUAL REPORT | View image in PDF format |
| 11/14/2022 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/10/2022 -- ANNUAL REPORT | View image in PDF format |
| 01/13/2021 -- ANNUAL REPORT | View image in PDF format |
| 06/25/2020 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 03/12/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2019 -- ANNUAL REPORT | View image in PDF format |
| 04/01/2018 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2017 -- ANNUAL REPORT | View image in PDF format |
| 03/09/2016 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/21/2016 -- ANNUAL REPORT | View image in PDF format |
| 12/09/2015 -- Name Change | View image in PDF format |
| 12/08/2015 -- Amendment and Name Change | View image in PDF format |
| 04/17/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2014 -- ANNUAL REPORT | View image in PDF format |
| 10/11/2013 -- Amendment | View image in PDF format |
| 05/01/2013 -- ANNUAL REPORT | View image in PDF format |
| 10/19/2012 -- Domestic Profit | View image in PDF format |

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, **Jose Capellan Jr.**, on this **02**, day of **December**, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

**ITB No.: 077-24 - Fire Station #6 - Doors and Window Replacement** .

Addenda Numbers Received:

**Addendum No.: 1**

**Addendum No.: 2**

**Addendum No.: 3**

**Addendum No.: 4**

**Addendum No.: 5**

**Addendum No.: 6**

**Addendum No.: 7**

AUTHORIZED SIGNATURE: 

PRINTED NAME OF ABOVE: **Jose Capellan Jr.**

TITLE OF ABOVE: **Managing Director**

COMPANY NAME: **J&IC Construction Services LLC**

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: J&IC Construction Services LLC**

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: JDC Partners & Associates LLC | |
|---|---|---|
| NSi Insurance Group<br>12001 SW 128 Court<br>Suite 210<br>Miami FL 33186 | PHONE (A/C, No, Ext): (305) 441-9932 | FAX (A/C, No): (305) 441-8632 |
| | E-MAIL ADDRESS: cary@jdcpartners.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : EVANSTON INSURANCE CO | |
| INSURED<br>J & IC Construction Services llc<br>3003 SW 127 Ter<br>Miramar FL 33027 | INSURER B : EVANSTON INSURANCE CO | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [ ] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | X | 3AA756329 | 02/23/2024 | 02/23/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | X | X | EZXS3175948 | 10/09/2024 | 10/09/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

GENERAL CONTRACTOR LICENSE # CGC061608

**CERTIFICATE HOLDER**

CITY OF PLANTATION
400 NW 73RD AVENUE
PLANTATION, FLORIDA 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**

State Farm

Tim Hewett
4400 W Sample Road Suite 130
Coconut Creek FL 330733457

**CONTACT NAME:** Tim Hewett
**PHONE (A/C, No, Ext):** 954-972-2431 **FAX (A/C, No):**
**E-MAIL ADDRESS:** tim.hewett.bxga@statefarm.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : State Farm Mutual Automobile Insurance Company | 25178 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Capellan, Isabel & Jose
3003 SW 137TH TER
MIRAMAR FL 330273931

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | N | 688 9249-C30-59L | 09/30/2024 | 03/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ 1,000,000 |
| | ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ 1,000,000 |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ 1,000,000 |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ | | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

CITY OF PLANTATION
400 NW 73RD AVENUE
PLANTATION, FLORIDA 33317

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

This form was system-generated on 10/31/2024 .

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# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

WITNESS

J&IC Construction Services LLC
CONTRACTOR

December 02, 2024
DATE

CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Replacement of the existing exterior Windows, Doors, and Louvers for Fire Station # 6**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the complete replacement of existing exterior Windows, Doors, and Louvers at the City of Plantation Fire Station # 6.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening Date: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Mandatory Pre-Bid/Site Visit Meetings:
  - Location: 11050 West Sunrise Boulevard**,** Plantation, FL 33322
  - Time: 11:00 AM to 12:00 PM
  - Dates: October 10, 2024 or October 24, 2024

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

STATE OF **Florida**

COUNTY OF **Miami-Dade**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this **02** day of **December**, 20**24**, by **Jose Capellan Jr.**, as **Managing Director** for **J&IC Construction Services LLC**, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: **Mercedes E. Mañana** My commission expires: 8/25/2026

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. COMPENSATION

6.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

6.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

7. GUARANTEES

7.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

8. EXAMINATION OF BID DOCUMENTS AND SITE

8.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

8.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

8.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

9. INTERPRETATIONS AND ADDENDA

9.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

10. SUBMISSION OF BIDS

10.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

12. OPENING OF BIDS

12.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. AWARD OF CONTRACT

13.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

13.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

13.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

14. INDEMNITY

14.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

14.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

14.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. QUALIFICATIONS OF BIDDERS

15.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

15.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

15.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Work shall be undertaken by a Licensed General Contractor with minimum of five (5) years of commercial installation in similar Projects within the State of Florida. Bidder or Bidder's subcontractor(s) must be a certified installer by the manufacturer of any proposed material/equipment/products. In addition, Bidder must demonstrate the ability and experience necessary for this project. Contractor shall submit the following:

- State License for qualifying individual(s) or Broward County Certificate of Competency and State Registration.
- Broward County Local Business Tax (formerly known as Broward County Occupational License) or Home County Occupational License, if other than Broward.

15.4 List of three (3) projects completed in the last five (5) years of similar complexity to this project. Description of projects shall include:
Name of project
Location
City's name, address and business phone number
Scope of work and contract amount

16. BID SECURITY

16.1. **An original bid bond is required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

16.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

16.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar

day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

16.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

16.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

17.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

18. LIQUIDATED DAMAGES

18.1. City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **$750.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **$1,000.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

19. SCHEDULE OF VALUES

19.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

20. CONTRACT TIMELINE

20.1. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

21. CONTRACT SECURITY

21.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**CITY OF PLANTATION**
**FIRE STATION # 6**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

## PRODUCT "BASIS OF DESIGN"

### Storefront Windows and Doors

#### Products:

- WinDoor Estate SH-360 Single Hung
- Single Hung and CGIC SE-3550 Entry Door
- Architectural Louvers E6WF – 6" Deep 45 Degree Hurricane Duty WDR Blade Extruded Aluminum Stationary Louver with internal bird/insect screen AND High-Performance 3-Coat Fluoropolymer finish in compliance with AAMA 2605

### Specifications:

- Frames: AAMA 2605 Black Finish (Kynar or equal)
- Glass: Clear, Insulated Laminated (Solar Ban 70 or equal)
- Mullions: to match existing window layout
- Entry Door Sill: ADA Compliant

### Window and Louver Openings:

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work.
- All quantities are to be field verified by the CONTRACTOR as part of scope of work.

### Door Openings

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work
- All quantities are to be field verified by the CONTRACTOR as part of scope of work
- Miami-Dade protocols: Louver design shall pass the following tests.
    - PA 201-94 Large Missile Impact.
    - PA 202-94 Uniform Pressure (for ±150 psf wind load).
    - PA 203-94 Cyclic Wind Pressure.

### Warranty Period

- Frame Coverage – Five (5) Years
- Hardware, Screens and Moving Parts – Three (3) Years
- Insulating Laminated Glass – Five (5) Years
- Stress Cracks – One (1) Year
- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the

date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**Apparatus Bay Doors**

**Products: (Basis of Design)**

- New Best Rolling Doors, Inc. Motorized Steel Roll-Up Door LMI/HVHZ FL19-1015.15 or Equivalent. Motorized roll up bay doors are to be equipped with automatic and push button door openers; obstacle sensors and 24 gauge or thicker coil hoods. Roll-up doors shall be capable of 24" per second up travel and 15" per second down travel. All roll-up doors are to meet Florida Building Code Impact and Wind ratings for essential facilities.

- Apparatus Bay Doors shall have Miami-Dade County Product Approval for Large Missile Impact. Contractor shall submit fully detailed Engineered shop drawings with product approval.

- Provide electrical wiring and door operating controls conforming to the applicable requirements of NFPA 70. Electric door-operator assemblies need to be the sizes and capacities recommended and provided by the door manufacturer for specified doors. Furnish complete assemblies with electric motors and factory pre-wired motor controls, sensors, starters, gear reduction units, solenoid operated brakes, clutch, remote-control stations, manual and automatic control devices and accessories as required for proper operation of the doors.

- Provide a manual operator of chain-gear mechanism with release clutch to permit manual operation of the doors in case of power failure. Arrange the emergency manual operator so that it may be put into and out of operation from floor level and its use does not affect the adjustment of the limit switches. Provide an electrical or mechanical device that automatically disconnects the motor from the operating mechanism when the emergency manual operating mechanism is engaged. Provide full weather stripping; 3 point compressible vinyl gasket bottom seal, extending into guides, vinyl strip guide seals against facia side of curtain, neoprene/rayon baffle at hood to impede air flow/water intrusion above coil and nylon brush lintel seal fitted at door header to impede air flow/water intrusion.

- Warranty: Five years from date of Substantial Completion against defects in material and workmanship.

- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Maintenance: Submit for CITY's consideration and acceptance of a maintenance service agreement for motorized roll-up doors.

**Manufacturer Qualifications:**

Alternate manufactures would be considered but must meet or exceed "Basis of Design" and design intent. All proposed alternates are to be submitted to the City with all appropriate complete documentation and comparisons showing the alternate products meet or exceed basis of design with bid submittal. The City shall have sole discretion as pertains to final approval and acceptance of all equal/alternate products/equipment/materials.

**General Requirements:**

- The City's budget for this project is $937,932.00

- Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

    - Americans with Disabilities Act (ADA)
    - Florida Building Code Accessibility
    - Florida Building Code
    - National Fire Protection Association (NFPA)
    - Florida Fire Prevention Code (FFPC)
    - City of Plantation Code of Ordinances

- The quality of all materials must meet the highest standards, and must be installed using best practices of the construction industry. The method of window removal shall allow for the removal of only as many windows from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

- CONTRACTOR shall be responsible for all permit submissions, fees, and associated building construction cost.

- CONTRACTOR is responsible for all submissions and fees associated with Planning Boards, City Commission approvals, and any County or State approval processes if applicable.

- Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 to complete the project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of legally by contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Plantation waste containers.

- CONTRACTOR shall coordinate with the City for utilizing which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, portable toilet facilities, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. CONTRACTOR shall coordinate the flow of work with the CITY and Fire Department in order to maintain a fully operations facility at all times during the course of the project.

- CONTRACTOR shall insure that all safety measures are maintained throughout the duration of construction.

- CONTRACTOR is responsible for all demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 windows and doors replacement project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of by contractor utilizing the City's franchised solid waste contractor.

- CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- CONTRACTOR shall be responsible for inspecting and examining the site to understand the complete project prior to submitting a bid proposal.

- **The City's schedule for this project is 180 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, a Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities.

- **The City's schedule for this project is 210 days** from Notice to Proceed to final completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- All work for this project must be **completed within 210 days** from the start of when the Notice to Procced is issued, unless a different time is specifically agreed upon for that particular order, by the City of Plantation Contract Administrator.

The CONTRACTOR shall demonstrate good project management practices. Among these practices, the CONTRACTOR firm shall demonstrate clear and effective communication with the City of Plantation and respective staff, outside permitting agencies, and the involved parties. The CONTRACTOR shall demonstrate efficient and effective management of time, resources, and documentation.

The City enforces Section 16-2 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

The CONTRACTOR shall, at its expense, as requested by Project Manager, attend any and all meetings called by Project Manager to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Project Manager or designee with typed minutes of each meeting distributed to all attendees within three (3) days of the meeting.

CONTRACTOR shall comply with and shall cooperate with Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building is fully occupied and will be operational during the window, door, roll-up door and louver replacement. The safety and operation of City functions shall take priority over all matters. Disruption of City services shall not be allowed.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Work site or who may be affected by the Work.

**Permit Fees**

Payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance permit fee amount shown on the Bid Schedule is an estimate of permit fees required for the project and is cost pass through item. The CITY will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the CITY will be paid as part of this bid item.

**Language Proficiency**

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* **J&IC Construction Services LLC**

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$ 320,355.88** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$ 439,472.24** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: **J&IC Construction Services, LLC**
Legal Status: Limited Liability Company
Address: **3003 SW 137th Terrace**
**Miramar, Florida 33027**

SURETY:
Name: Old Republic Surety Company
Legal Status: Corporation
Principal place of Business: PO BOX 1635, MILWAUKEE, WI 53201 - 1635

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount Bid

PROJECT:
**Windows and Doors Replacement - Fire Station #6** Name, Location, Project Title
ITB No. 077-24

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 6, 20 24.

**J&IC Construction Services, LLC**
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Warren M. Alter / Attorney-In-Fact

Old Republic Surety Company
(Name of Surety)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: WARREN M. ALTER, DAVID T. SATINE, JONATHAN A. BURSEVICH of MIAMI LAKES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
**(Expiration of notary's commission does not invalidate this instrument)**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3000

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 6th day of December, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

**8004**

ALTER SURETY GROUP INC

# GUARANTEE OF BID PROPOSAL

Name of Company: J&IC Construction Services LLC

Street Address: 3003 SW 137th Terrace

| Miramar | Florida | 33027 |
|---|---|---|
| City | State | Zip |

Mailing Address: 3003 SW 137th Terrace, Miramar, Florida 33027

Phone No.: (954) 439-0885 Fax#: _____

Email Address: JCapellan@jicconstruction.net

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: CGC-061608

State of Florida Corporation ID # (From Secretary of State): L22000272532

Federal Employer Identification Number (FEIN): 88-2995668

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Jose Capellan Jr.
(Printed Name of Above Signer)

Managing Director
(Printed Title of Above Signer)

December 02, 2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, **Jose Capellan Jr.**, on this **02**, day of **December**, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

**ITB No.: 077-24 - Fire Station #6 - Doors and Window Replacement** .

Addenda Numbers Received:

**Addendum No.: 1**

**Addendum No.: 2**

**Addendum No.: 3**

**Addendum No.: 4**

**Addendum No.: 5**

**Addendum No.: 6**

**Addendum No.: 7**

AUTHORIZED SIGNATURE:

PRINTED NAME OF ABOVE: **Jose Capellan Jr.**

TITLE OF ABOVE: **Managing Director**

COMPANY NAME: **J&IC Construction Services LLC**

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME: J&IC Construction Services LLC**

# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 02nd day of December, 20 24, before me, the undersigned authority, personally appeared Jose Capellan Jr., to me known to be the individual described in and who executed the foregoing instrument as Managing Director of J&IC Construction Services LLC a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Jose Capellan Jr.

WITNESS my hand and official seal the date aforesaid.

Mercedes E. Mañana (Signature of Notary Public)

Mercedes E. Mañana (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: **J&IC Construction Services LLC**

NAME: **Jose Capellan Jr.**

ADDRESS: **3003 SW 137th Terrace, Miramar, Florida 33027**

TELEPHONE NO.: **(954) 439-0885**

FAX NO.: _____

EMAIL ADDRESS: **JCapellan@jicconstruction.net**

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: **J&IC Construction Services LLC**

   The address of the principal place of business is: **3003 SW 137th Terrace, Miramar, Florida 33027**

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ **LLC X**

2. If Bidder is a corporation, answer the following: **N/A**
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following: **N/A**

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
   **The organization is a Limited Liability Company.**
   **The Owners are Jose and Isabel Capellan**
   **Address is: 3003 SW 137th Terrace, Miramar, Florida 33027**

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   **N/A**

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   **Jose Capellan Jr. is a licensed General Contractor in the State of Florida: CGC-061608**

8. Have you personally inspected the site(s) of the proposed work? (Y) **X** (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   **NO**

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    **NO**

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    **See attached copy of Jose Capellan Jr. Resume and a list of completed projects.**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

**N/A**

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

**N/A**

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

**N/A**

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

**See list on a separate sheet.**

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract. **All Equipment will be provided by Subcontractors or rented from;**
**Miami Dade Equipment**
**3251 W Okeechobee Road**
**Hialeah, Florida 33012**

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

**NONE**

**Jose Capellan Jr., PMP®, CGC, MBA, LEED® AP**
Managing Director
**J&IC Construction Services, LLC**

3003 SW 137th Terrace
Miramar, Florida
Cell phone: (954) 439-0885
E-mail: JCapellan@jicconstruction.net

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## EDUCATION

**Project Management Professional (PMP)® Certification** from Project Management Institute (PMI).
**Master in Business Administration** from Florida Atlantic University (FAU) 2014.
**Bachelors in Construction Management** from Everglades University, Boca Raton, Florida, 2010.
**Associate Degree in Civil Engineering Technology** from New York City Technical College, 1981.
**Licensed General Contractor by the State of Florida**: License Number: CG C 061608.
LEED® AP **Accredidation** (Leadership in Energy and Environmental Design – Accredited Professional).

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## WORK EXPERIENCE:

**COASTLAND CONSTRUCTION INC;** Pinecrest, Florida (November 2023 to February 13, 2024)
**Senior Project Manager**

- Managed and supervised multiple project managers, superintendents, and subcontractors.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Experienced in the completion of projects with seamless safety performances, healthy profit margins, on time, and high quality.
- Developed detailed progress reports and financial reports with project teams to distribute to VP of Construction and project executives.
- Lead and scheduled meetings, prepared agendas, developed and maintained master project budget and schedule.

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**LINK CONSTRUCTION GROUP, INC;** Doral, Florida
**Project Manager**

- Managed and supervised multiple project managers, superintendents, and subcontractors.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Experienced in the completion of projects with seamless safety performances, healthy profit margins, on time, and high quality.
- Developed detailed progress reports and financial reports with project teams to distribute to VP of Construction and project executives.
- Lead and scheduled meetings, prepared agendas, developed and maintained master project budget and schedule.
- Manage and supervise the selection of subcontractors and develop subcontract agreements as necessary for each project.
- Reviewed subcontractors schedule of values for payment applications to assure that subcontractors do not front load their schedule of values. Reviewed and approved all payment requisitions.

- Reviewed and approved all Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders and other invoices associated with the projects.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**Part-Time Adjunct Lecturer at FIU Moss School of Construction;** Miami, FL

- Coarse taught was Construction Documentation and Communication.
- Taught students on-line and in person, one course there were 27 students online and 27 in class.
- Received exceptional ratings of 4.5 out of 5 from students at the completion of the courses.

---

**WEST CONSTRUCTION, INC.;** Lantana, Florida
**Senior Project Manager**

- Worked closely with Design, Architects and other project stakeholders within new construction and renovations to develop relationships that exceed the client satisfaction.
- Managed four (4) Project Managers each having 3-5 projects of $8M to $18M.
- Provided oversight in managing all resources throughout the entire project from start-up through closeout and ensured that the Owner's expectations, budgetary and profitability objectives are met.
- Checked Payment Requisitions packages on a monthly basis and assured packages were accurate and complete.
- Payment Requisitions consisted of G702 and G703, monthly schedule update, progress pictures and aerial pictures, daily reports, Architect Owner's Conference progress meetings minutes, and Consent of Surety (if needed).
- Assist Project Managers in solving budget issues, costs issues, unexpected events, general performance and overall progress on each of their projects.
- Set Milestones and assigned staff to handle the scopes and complexity of new projects.
- Mentored, trained and coached staff to perform and to exceed West standards.
- Assist in the Business Development efforts of West and participated in presentations for project acquisitions.

---

**PIRTLE CONSTRUCTION, Co. Inc.;** Davie, Florida,
**Senior Project Manager**

- Experienced pre-construction and estimator for Design Build, Construction Management (CM) at Risk Projects, or Design-Bid-Build Lump Sum projects.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Collaborated with Business Team and prepared complete and thorough response for Request for Proposal (RFP).
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality
- Conduct the elaboration of reports with project teams and project executives.
- Coordinate and manage the close out process on multiple projects.

- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**SKANSKA USA BUILDING, Inc. S**outh Florida Operations, Florida,
**Senior Project Manager**

- Experienced pre-construction and estimator for Design Build, Construction Management (CM) at Risk Projects, or Design-Bid-Build Lump Sum projects.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Collaborated with Business Team and prepare **complete** and thorough response for Request for Proposal (RFP).
- Manage and supervise the Request For Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality.
- Conduct the elaboration of reports with project teams and project executives.
- Coordinate and manage the close out process on multiple projects.
- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**A.V.I. CONCTRACTORS, Inc.** Weston, Florida,
**General Contractor –**
**Senior Project Manager / Business Development**

- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality.
- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**CAPMEN CONSTRUCTION COMPANY, Inc. –Coconut Creek, FL**
**Founder and President**

CapMen Construction Company, Inc. I established the company with an initial capital of $10,000 and grossed $1,500,000 during our first year and five years later we grossed $5,500,000. Our success was due to the quality of work we completed for our clients. Most of our clients were repeat clients due to their satisfaction of projects completed on time and with no major incidents.

- Executed all duties and responsibility as Chief Executive Officer.

- Business developer and sales. Researched the local Construction Industry trade reports in order to help obtain new business and new projects to Bid. I used the following trade reports, Dodge Reports, Reed Construction Data and The Blue Book.
- Estimating CSI Division 03 and 04 – Structural Shell Scope of work.
- Daily management of personnel, recruited personnel, orientated new personnel, and evaluated project personnel in coordination with the site Superintendent.
- Managed five (5) structural shell projects simultaneously and eighty-five (85) men with a volume of over $5 million dollars.
- Managed costs, schedules, and quality of all the projects under contract by overseeing the projects deliverables.
- Ensured schedules and budgets were met. Identified the needs for changes and revised established guidelines/policies as necessary.

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**JAMES B. PIRTLE CONSTRUCTION CO, Inc. – Davie, Florida**
**Project Manager**

- Coordinate and manage the close out process on multiple projects.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**ROEPNACK CORPORATION, Pompano Beach, Florida**
**Project Manager**

- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Coordinate and manage the close out process on multiple projects.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**Computer Skills:**

- Microsoft Word, Excel, Outlook and Powerpoint.
- Scheduling Computer Skills in Microsoft Project and Primavera P6.
- Project Management Computer Skills in Autodesk, PROCORE, CMiC, e-BUILDER.
- Bidding Software iSQFT.

**References:**
Can be supplied upon your request.

# Jose Capellan Jr., PMP®, CGC, MBA, LEED® AP

Senior Project Manager

# Project List

## Projects completed with Link Construction Group Inc. as a Project Manager.

### Kendal Square K-8 Elementary School

9325 SW 169th Place
Miami, FL 33196

CM at Risk project for Miami-Dade County Public Schools, Florida. $18.9 Million dollar project; New Build from the ground up and the construction of a 95,000 gsf Elementary School with future infrastructure for a Middle School. Tilt Up construction on exterior walls, Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed ahead of schedule, zero accidents, and with the project Fee plus.

### Fire Station #2 – City of Coral Gables, Florida

525 S. Dixie Highway
Coral Gables, FL 33134

CM at Risk Project for the City of Coral Gables. Interior demolition of the existing Fire Station #2 which was Historically Protected, a new 11,600 gsf two story building was constructed connecting to the existing Fire Station and it included four additional bays on the ground floor for fire trucks, with a state-of-the-art training room, and a gym for firefighters on the second floor, plus a new rescue training tower. This project also included the new construction of a 12,600 gsf, eight-bay Trolley Maintenance building to service the trolley fleet with corresponding administrative and support offices. This project was constructed right next to the Metrorail which was a challenge with the logistics of the new construction.

### Bonaventure Fire Rescue Station #21 – Weston, Florida

275 Bonaventure Blvd
Weston, FL 33326

CM At Risk project for the City of Weston. Weston's newest Fire Rescue Station is a state-of-the-art Fire Rescue station design with redundant utilities systems and two Emergency Generators that run on natural gas and propane gas so this facility can function as an Emergency Facility. Total of 11,561 gsf at a cost of $9.5 million.

## Parkside Assisted Living Facility – Tamarc, Florida

7501 NW 76th Street
Tamarac, Florida 33129

Lump Sum negotiated project of a brand new from the ground up Assisted Living Facility of 45,995 gsf, 72 beds, one central fully functioning kitchen, four warming kitchens, and two Emergency Generators running on natural gas. The total cost of this project was $15.5 million.

## Projects completed with Pirtle Construction Company, Inc. as a Project Manager and a Senior Project Manager.

**Glade View Elementary School**
900 SE Avenue G
Belle Glade, FL 33340

CM at Risk project for the School District of Palm Beach, County Florida. $17.1 Million dollar project; Demolition of existing school and the construction of a new 92,000 gsf Elementary School. Tilt Up construction on exterior walls, Thermal Energy Storage Tanks HVAC system, an Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed ahead of schedule, zero accidents, and with the project Fee plus.

**Bay Lake Elementary School**
12005 Silverlake Park Drive
Windermere, FL 34786

CM at Risk project for Orange County Public Schools, Orlando, Florida. $15.3 Million dollar project; new school of 85,000 gsf Elementary School. Tilt Up construction on exterior walls, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed in 10 months and it was on schedule, zero accidents, and with the project Fee plus.

**Eido's Café and Bookstore**
**Broward College – Building #41**
1000 Coconut Creek Boulevard
Coconut Creek, FL 33069

CM at Risk project for Broward College. Interior renovation of an existing exterior Atrium into Eido's Café and Bookstore. Renovations of interior offices. $1.1 million dollar project completed in four (5) months. Completed on time, zero accidents and with the projected Fee plus.

**University of Florida – Institute of Food and Agricultural Science**
**Laboratory 105 Renovation – Building 5001**
3205 College Avenue
Davie, FL 33314

CM at Risk project for the University of Florida. $333 K project of an existing scientific laboratory. Relocated existing underground plumbing rough, new Casework, new BioSafety Cabinet, renovated existing Fume Hood. Project completed in four (4) months, ahead of schedule, zero accidents, and with the projected fee.

## Projects completed with Skanska USA Building Inc. as a Project Manager and a Senior Project Manager.

**Cooper City High School**
9401 Stirling Road
Cooper City, Florida 33328

Lump Sum – Design Build project for the School Board of Broward County, Florida. $18.1 million dollar project; I was involved from the RFQ in the putting together the submittal, to the Design Build process where I was the design build Manager, to the actual construction of the project. A Phase replacement project on an existing campus which included Design Build Services for construction of a 3-Story Administration / Classroom Building of 115,082 SF gsf High School additional and renovation.

**Herron Heights Elementary School**
11010 Nob Hill Road
Parkland, Florida

Successfully completed the first "GREEN" school for the School Board of Broward County, Florida; Heron Heights Elementary School in Parkland, Florida. A $24.5 MM dollar, 112,800 SF facility capable of handling 990 students. The schools "GREEN" features are; 49.5 Kilowatt Solar Panel system with an interactive web site; www.heronheightssolar.com that can be used for the monitoring of the system and for lessons plans at the school. There are three Wild Life Habitats, two high efficiency Chillers, an Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project had LEED Score Card for LEED Silver Certification and possibly a Gold Certification, but the District did not want to spend the additional funds required for the building modeling and the independent Commissioning Agent.

This project was projected to have a FEE of 2.75% and I completed this project and the final FEE was 5.5%. We completed $1.5 MM in Change Orders, returned over $700,000 to the School Board

of Broward County, Florida in buyout contingency and we had over $200,000 in Tax Savings by using Owner Direct Purchase Orders.

**Lakes by the Bay Park Improvements**
18250 SW 216th Street
Cutler Bay, Florida

Design Build Park project for the Town of Cutler Bay, Florida. Successfully completed an $8.6 MM dollar project on a 22 acre lot, where there are three baseball fields, two soccer fields, a 2,500 SF concession stand building, future hard courts and basketball courts with state of the art sports lighting facilities. A 1.98 mile walking trail with exercise stations along the walking path. This project was completed on schedule and on budget.

This project was project to have a FEE of 6% and I completed this project and the Final FEE was 12.75%.

## Projects completed with A.V.I. Contractors, Inc. as a Senior Project Manager.

**Cynergi Condominiums**
2700 North Miami Avenue
City of Miami, Florida 33127

High end, Condominium, Multifamily; 110,000 SF condo building, 13 stories, Post Tension with CBS in-fill condo tower with private terraces on the roof of the tower. With a separate Parking Garage building, 98,400 SF, 6 stories, with a swimming pool and a gymnasium on the 6th story of the Parking Garage Building. Also, the two buildings were connected on the 5th story with a Post Tension bridge. We self performed the structural shell portion of these two buildings. The entire project was completed ahead of schedule and within the budget of $19.5 million dollars.

**93rd Street Community Baptists Church**
2330 NW 93rd Street
Miami, Florida 33147

High end, State of the art Baptist Church; 14,500 SF, 2 stories, 1,186 seat sanctuary and offices. With a computerized Energy Management System. We self performed the structural shell portion of this project. This project was extremely complex and was completed within the schedule and significantly under the budget of $4.5 Million Dollars.

**Mr. and Mrs. Mish Residence**
2760 Paddock Road
Weston, Florida

This was a 10,500 SF High end Residential project with a very detailed oriented structure. We self performed the structural shell portion of this project. Two stories, with a structural poured in place second floor slab. The owner of this residence was the Owner and President of A.V.I. Contractors, Inc. the company that I was employed by at the time. Mr. Vince Mish and his wife performed all the

project management duties after I completed the structural work, which was completed one month ahead of schedule and within their budget of $450,000.00 for the Shell Scope of Work.

**Privata Town Homes**
25-135 North Shore Drive
Miami Beach, Florida

High-end Multifamily town homes style condominiums, seven buildings; five story each building, CBS structure with structural slabs, $7.25 million dollar structural shell project.

**Place Des Arts Condominiums**
Fort Lauderdale, FL

Six (6) stories, 16 units, Multi Level Units, Post Tension with CBS in-fill condo's off Las Olas Boulevard, high end luxury condominiums, with a roof pool and a roof top recreation area. The entire project was completed ahead of schedule and very profitable. Total Project budget was $10.5 Million.

**Meritage Condominiums**
Fort Lauderdale, FL

Six (6) stories, 16 units, Multi Level Units, Structural Slabs with CBS in-fill condo's off Las Olas Boulevard, Very high end luxury condominiums. The entire project was completed ahead of schedule and very profitable. Total Project budget was $9.5 Million.

**Northside Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Fort Lauderdale, FL

Northside Elementary School Additions and Renovations, it was a two story addition of classrooms to an existing school constructed around school activities, while the school was in operation. The total project size was 19,300 SF, CBS structure with Hollow Core planks as the 2nd floor slabs, with intrigue PIP concrete radius windows and gable ends. In addition, there was a 14,500 SF, Multi Purpose Cafeteria, Kitchen and Auditorium Building. The project was completed with the schedule and within the budget of $6.5 Million.

**Martin Luther King Jr. Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Sunrise, FL

This project was a 16,500 SF, one story, Multi purpose building, Auditorium, Cafeteria and Kitchen, CBS structure with steel joists and metal deck roof. Connecting sidewalks and concrete covered walkways. In addition, there were some interior concrete renovations. All work was performed around school activities and while the schools were in operation. The project was completed with the schedule and within the budget of $4.5 Million.

## Projects Completed with James B. Pirtle Construction, Inc. as a Project Manager.

**Additions and Renovations to Village Green Elementary School**
Miami, Florida

Interior Renovations, new additions for classrooms and administration offices and state of the Art Music room. 14,900 SF, CBS structure with steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, state of the art intercom system through out the entire school. $6.5 million dollar project completed ahead of schedule and under the guaranteed not to exceed price.

**New Office Building for the Florida Fruit Exchange**
Pompano Beach, Florida

New 5 story office building, CBS structure with structural slabs. $5.5 million dollar project, completed 5 months ahead of schedule and significantly below the budget. ***High end Commercial Office Building project.***

**Additions and Renovations to Westwood Heights Elementary School**
Hollywood, Florida

Interior Renovations, 33,500 SF, new additions for classrooms and cafeteria/multi purpose building, CBS structure with steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, intercom system through out the entire school. $7.5 million dollar project completed ahead of schedule and under the budget.

**Additions and Renovations to North Miami Beach Senior High School**
North Miami Beach, Florida

Interior Renovations, 22,300 SF, new additions for classrooms, 2 story CBS structure with structural slab and steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, intercom system through out the entire school. $5.9 million dollar project completed ahead of schedule and under the budget.

## Projects Completed with Roepnack Corporation as a Project Manager.

**Braman Honda Dealership**
Coral Way in Miami, Florida

6 stories Architectural prefabricated concrete parking garage building, 81,000 SF, and a new conventional CBS show room, 12,100 SF, completed ahead of schedule and under the budget, a $10.5 million dollar project.

**Interior remodeling and renovations for a major telecom company**
Boca Raton, Florida

Remodeled and renovated 75,000 SF of the old Motorola plant in Boca Raton, Florida and converted it into new office space for the Telecom Company. This project had a total cost of $4.5 million dollar completed it on schedule and on budget.

**Braman BMW Dealership**
West Palm Beach, Florida

Remodeled the existing dealership and added a new showroom and new service area. A $ 5.3 million dollar project that was completed on schedule and within the GMP.

**New Wellness Center and Remodeling and Adding a new outdoor Cafeteria Area**
Motorola Plant in Plantation, Florida

New 12,700 SF, Wellness center with a Daycare, Gymnasium, and offices for the Motorola employees. New exterior Cafeteria eating area by the Lake. New sidewalks throughout the project. $8.5 million dollar project completed on schedule and within the GMP.

## Projects completed with CapMen Construction, Inc. a structural shell contractor, where I was the President.

**45 Hendricks Isles**
Fort Lauderdale, FL
General Contractor: Highpoint Construction Group, Inc.

Hard Bid, $1,650,000.00, 6 stories, 20 units, high end luxury condominiums, Post Tension with CBS in-fill condo's off Las Olas Boulevard with private terraces on the roof. CSI Divisions 03 and 04 scope of work only. Very High end Multifamily, Condominium Project.

**Residence East and West Venetian Way**
**17-19 Venetian Way**
**Miami Beach, Florida**
General Contractor: Brodson Construction Company

Hard bid, 8,500 SF, $495,500.00 Venetian East and 8,300 SF $485,000.00 Venetian West, high end residential structural project with a very detailed oriented structure. Two stories, with a structural poured in place second floor slab. With poured in place swimming pool with infinity edge on the roof of the residences. CSI Divisions 03 and 04 scope of work only. Very High end Residential Mansion.

**Village Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Sunrise, FL
General Contractor: A.V.I. Contractors, Inc.

This was a $650,000.00, hard bid project. It was a 23,800 SF, two story, classroom building, CBS structure with structural slabs and steel joists and metal deck roof, with connecting sidewalks. CSI Divisions 03 and 04 scope of work only.

**Performing Arts Center of Greater Miami**
Structural Renovations of the Sears Tower
Miami, FL
General Contractors; PACB Joint Venture; Odebrecht Construction / The Haskell Company and Ellis Don Construction

The hard bid on this project was $455,000.00 for the Structural renovations and remodeling of the Sears Tower at the center. CSI Divisions 03 scope of work only.

**Interior Renovation of Existing Building and Construction of new Condominiums**
Ocean Drive, Miami Beach, FL
General Contractors; G.T. McDonald Development Corporation

The hard bid on this project was $1,350,000.00. Interior renovations of six story art deco building on 10th Street and Ocean Drive. New construction of six story condo building right next to the renovated building, between 10th and 9th Street on Ocean Drive. CBS in fill with a concrete structure with structural slabs. CSI Divisions 03 and 04 scope of work only.

**Castle Hill Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Fort Lauderdale, FL
General Contractors; G.T. McDonald Development Corporation

The hard bid on this project was $590,000.00. This was a 23,500 SF addition of a Multi Purpose building, Cafeteria, Kitchen, and Auditorium, one story CBS structure with steel joists and metal deck roof. Connecting sidewalks and concrete covered walkways and a covered play area. In addition, there were some interior concrete renovations. All work was performed around school activities. CSI Divisions 03 and 04 scope of work only.

**Lake Forest Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Hallandale Beach, FL
General Contractors; South Florida Construction Services, Inc. (SFCS, Inc.)

The hard bid on this project was $985,000.00. When it was completed with all the approved change orders the total contract was $1,350,000.00. This was a 28,500 SF addition of new classrooms, one story CBS structure with steel joists and metal deck roof. In addition, 16,500 SF, one story, Multi purpose building, Auditorium, Cafeteria and Kitchen, CBS structure with steel joists and metal deck roof. There were connecting concrete walkways connecting one phase of the school with another phase. CSI Divisions 03 and 04 scope of work only.

**Driftwood Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Hollywood, FL
General Contractors; South Florida Construction Services, Inc. (SFCS, Inc.)

The hard bid on this project was $425,000.00. It was an 18,500 SF addition of new classrooms, one story CBS structure with steel joists and metal deck roof. With connecting sidewalks and concrete covered walkways. CSI Divisions 03 and 04 scope of work only.

**Broward Mall Renovations, Interior Renovation of the entire Mall,**
**Exterior Walkways and Atrium Fountain**
Sunrise, FL
General Contractor, VCC

The hard bid on this project was $350,000.00. Concrete structural work throughout the mall, exterior signs, sidewalks, and a new Atrium Fountain and new foundations for structural steel entrance work. CSI Divisions 03 and 04 scope of work only.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME: J&IC Construction Services LLC**

1. PROJECT: **2023-6601 - Warehouse Interior Build-out** DATE: **April 2024 to Present**

   LOCATION: **6601 NW 37th Avenue**

   **Miami, Florida 33147**

OWNER REPRSENTATIVE: Name: **Mike Ruiz**

Title: **Vice President**

Email: **miker@gmail.com**

2. PROJECT: **Bonaventure Fire Station #21** DATE: **03/2020 to 07/2021**

   LOCATION: **275 Bonaventure Blvd**

   **Weston, Florida 33326**

OWNER REPRSENTATIVE: Name: **Reddy Chitepu, P.E.**

Title: **Director of Public Works - City of Weston**

Email: **rchitepu@westonfl.org**

3. PROJECT: **Fire Station #2** DATE: **12/2018 to 02/2022**

   LOCATION: **525 S. Dixie Highway**

   **City of Coral Gables, FL 33134**

OWNER REPRSENTATIVE: Name: **Edward Lamas**

Title: **Project Manager - Public Works**

Email: **elamas@coralgables.com**

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for **ITB 078-24**.

2. This sworn statement is submitted by **J&IC Construction Services LLC** (entity submitting sworn statement), whose business address is **3003 SW 137th Terrace, Miramar, FL 33027** and its Federal Employer Identification Number (FEIN) is **88-2995668**. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is **Jose Capellan Jr.** (please print name of individual signing), and my relationship to the entity named above is **Managing Director**.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

José Capellan Jr.
(Signature)

December 02, 2024
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 02nd Day of December, 20 24, by Jose Capellan Jr., who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

**NOTARY PUBLIC:**

SIGN: Mercedes E. Mañana

PRINT: Mercedes E. Mañana
Notary Public, State at large
My Commission Expires: 8/25/2026

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| N/A | |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| Jose Capellan Jr. | Managing Director |

**Witnesses:**

Typed name: Isabel Capellan

Typed name: Josefina Capellan

**BIDDER:**

By: _____

Name: Jose Capellan Jr.

Title: Managing Director

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 02, 2024 (*date*) by Jose Capellan Jr. who is personally known to me or who has produced _____ as identification.

My commission expires: 8/25/2026

NOTARY PUBLIC

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

**Jose Capellan Jr.**
Printed Name

**J&IC Construction Services LLC**
Bidder Name

**December 02, 2024**
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

J&IC Construction Services LLC
CONTRACTOR

December 02, 2024
DATE

CITY OF PLANTATION

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) **12/12/2018**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER<br>**American Underwriters**<br>**Miami, FL 33166** | CONTACT NAME: **Agent Name**<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | **Agent CONTACT INFORMATION** — NAIC # |
| | INSURER A : |
| INSURED **Any-Business**<br>**1101 Easy St**<br>**MIAMI, FL 33131** | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-C JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | **UMBRELLA LIAB** X OCCUR CLAIMS-<br>X **EXCESS LIAB** MADE<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

**8048**

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

**J&IC Construction Services LLC**
Company's Name

Authorized Representative Signature

**Jose Capellan Jr.**
Print Name and Title

**December 02, 2024**
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** J&IC Construction Services LLC **Date:** December 02, 2024

**Base Bid Total:** $439,472.24

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☐

**Submitted Forms:**

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☒ Bid Guarantee Form

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Hazard Mitigation Grant Program Requirement Form

☒ Corporate Resolution Form

☒ Certificate of Insurance Requirements Form

☒ References

☒ Drug Free Workplace Form

☒ Bid Bond Form

☒ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: José Capellan Jr. Printed Name: Jose Capellan Jr.

WE ARE A LIMITED LIABILITY COMPANY AND THIS IS N/A

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: **J&IC Construction Services LLC**

By (sign): Jose Capellan Jr.

Print Name: **Jose Capellan Jr.**

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 02nd (*date*) by Jose Capellan Jr. (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of J&IC Construction Services LLC (*name of company acknowledging*), a Florida (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: 8/25/2026

Mercedes E Manana

NOTARY PUBLIC

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

**N/A**

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

## FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)

1. The full legal name and business address of the person or entity submitting this bid:

**J&IC Construction Services LLC**

**3003 SW 137th Terrace**

**Miramar, Florida 33027**

2. By submission of this bid and subsequent execution of this Contract, the undersigned Bidder certifies that as Successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

3. The undersigned Bidder certifies that as Successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

4. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid (if applicable) and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes as amended from time to time). The Bidder further identifies the costs (if any) are summarized on this page:

| | Trench Safety Measure | Units of Measure | Unit Quantity | Extended Unit Cost | Cost |
|---|---|---|---|---|---|
| A. | 1 | LF | 1 | $100.00 | $100.00 |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| | | | | TOTAL: | $100.00 |

Date: **December 07, 2024**

**Jose Capellan Jr. - Manager**
Name and Title of Authorized Officer

Signature

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 6 ("Project")**
**Agreement No. 077-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 6".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL** *Equipment, Removal, Delivery, Assembly, and Installation* ***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 077-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 **CONTRACTOR'S** RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 **OWNER'S** RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFES**SIONAL'S STATUS DURING** CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 6**
**Project No. 077-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

## SCRUTINIZED COMPANIES CERTIFICATION
## PURSUANT TO FLORIDA STATUTE § 215.4725 AND § 215.473

I, Jose Capellan Jr., on behalf of J&IC Construction Services LLC,
Print Name — Company Name

certifies that J&IC Construction Services LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Manager
Title

(954) 439-0885
Phone

December 07, 2024
Date

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1046
# BETWEEN
# CITY OF PLANTATION
# AND
# THE DIVISION OF EMERGENCY MANAGEMENT
# FOR
# HAZARD MITIGATION GRANT PROGRAM (HMGP)

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 26, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-025-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1046 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
Date: 2024.02.28 15:54:07 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1046

**Project Number:** 4486-025-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $803,942.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $844,138.80 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $844,138.80 |
| Federal award project description (see FFATA): | Wind Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Carole Morris
   Assistant City Administrator
   400 NW 73rd Avenue
   Plantation, FL 33317
   Telephone: 954-797-2210
   Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$803,942.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: CITY OF PLANTATION**

By: Nick Sortal

Name and Title: Nick Sortal, Mayor

Date: February 13, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:53:53 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 28-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$803,942.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #6 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-025-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #6, in Plantation, Florida 33322, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
   a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation.

Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-025-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $412,170.00 | $370,953.00 | $41,217.00 |
| Labor: | $274,960.00 | $247,464.00 | $27,496.00 |
| Fees: | $206,139.00 | $185,525.10 | $20,613.90 |
| **Initial Agreement Amount:** | **$893,269.00** | **$803,942.10** | **$89,326.90** |
| ***Contingency Funds: | $44,663.00 | $40,196.70 | $4,466.30 |
| **Project Total:** | **$937,932.00** | **$844,138.80** | **$93,793.20** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $44,663.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $844,138.80 | (90.00%) |
| Non-Federal Share: | $93,793.20 | (10.00%) |
| **Total Project Cost:** | **$937,932.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
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| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] **ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example**<br>**ADMINISTRATIVE COSTS**<br>**(Include Secondary Administration.)** | |
| **For example**<br>**PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

## QUARTERLY REPORT FORM

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

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**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

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- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

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1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | |
| Signature: | Nick Sortal |
| Title: | Mayor |
| Date: | 2/14/2024 |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

**Jose Capellan Jr.**
Printed Name

**J&IC Construction Services LLC**
Bidder Name

**December 02, 2024**
Date

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 02nd day of December, 20 24, before me, the undersigned authority, personally appeared Jose Capellan Jr., to me known to be the individual described in and who executed the foregoing instrument as Managing Director of J&IC Construction Services LLC a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Jose Capellan Jr.

WITNESS my hand and official seal the date aforesaid.

Mercedes E. Mañana (Signature of Notary Public)

Mercedes E. Mañana (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 6 ("Project")**
**Agreement No. 077-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 6".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL** *Equipment, Removal, Delivery, Assembly, and Installation* ***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 077-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 **CONTRACTOR'S** RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 **OWNER'S** RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFES**SIONAL'S STATUS DURING** CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 6**
**Project No. 077-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| Jose Capellan Jr. | Managing Director |

**Witnesses:**

Typed name: Isabel Capellan

Typed name: Josefina Capellan

**BIDDER:**

By: _____

Name: Jose Capellan Jr.

Title: Managing Director

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 02, 2024 (*date*) by Jose Capellan Jr. who is personally known to me or who has produced _____ as identification.

My commission expires: 8/25/2026

NOTARY PUBLIC

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** J&IC Construction Services LLC **Date:** December 02, 2024

**Base Bid Total:** $439,472.24

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☐

**Submitted Forms:**

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☒ Bid Guarantee Form

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Hazard Mitigation Grant Program Requirement Form

☒ Corporate Resolution Form

☒ Certificate of Insurance Requirements Form

☒ References

☒ Drug Free Workplace Form

☒ Bid Bond Form

☒ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: José Capellan Jr. Printed Name: Jose Capellan Jr.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* **J&IC Construction Services LLC**

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$ 320,355.88** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$ 439,472.24** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

José Capellan Jr.
(Signature)

December 02, 2024
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 02nd Day of December, 20 24, by Jose Capellan Jr., who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

**NOTARY PUBLIC:**

SIGN: Mercedes E. Mañana

PRINT: Mercedes E. Mañana
Notary Public, State at large
My Commission Expires: 8/25/2026

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME: J&IC Construction Services LLC**

1. PROJECT: **2023-6601 - Warehouse Interior Build-out** DATE: **April 2024 to Present**

   LOCATION: **6601 NW 37th Avenue**

   **Miami, Florida 33147**

OWNER REPRSENTATIVE: Name: **Mike Ruiz**

Title: **Vice President**

Email: **miker@gmail.com**

2. PROJECT: **Bonaventure Fire Station #21** DATE: **03/2020 to 07/2021**

   LOCATION: **275 Bonaventure Blvd**

   **Weston, Florida 33326**

OWNER REPRSENTATIVE: Name: **Reddy Chitepu, P.E.**

Title: **Director of Public Works - City of Weston**

Email: **rchitepu@westonfl.org**

3. PROJECT: **Fire Station #2** DATE: **12/2018 to 02/2022**

   LOCATION: **525 S. Dixie Highway**

   **City of Coral Gables, FL 33134**

OWNER REPRSENTATIVE: Name: **Edward Lamas**

Title: **Project Manager - Public Works**

Email: **elamas@coralgables.com**

## SCRUTINIZED COMPANIES CERTIFICATION
## PURSUANT TO FLORIDA STATUTE § 215.4725 AND § 215.473

I, Jose Capellan Jr., on behalf of J&IC Construction Services LLC,
Print Name — Company Name

certifies that J&IC Construction Services LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Manager
Title

(954) 439-0885
Phone

December 07, 2024
Date

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

**J&IC Construction Services LLC**
Company's Name

Authorized Representative Signature

**Jose Capellan Jr.**
Print Name and Title

**December 02, 2024**
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: **J&IC Construction Services LLC**

NAME: **Jose Capellan Jr.**

ADDRESS: **3003 SW 137th Terrace, Miramar, Florida 33027**

TELEPHONE NO.: **(954) 439-0885**

FAX NO.: _____

EMAIL ADDRESS: **JCapellan@jicconstruction.net**

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: **J&IC Construction Services LLC**

   The address of the principal place of business is: **3003 SW 137th Terrace, Miramar, Florida 33027**

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ **LLC X**

2. If Bidder is a corporation, answer the following: **N/A**
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following: **N/A**

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
**The organization is a Limited Liability Company.**
**The Owners are Jose and Isabel Capellan**
**Address is: 3003 SW 137th Terrace, Miramar, Florida 33027**

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   **N/A**

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

**Jose Capellan Jr. is a licensed General Contractor in the State of Florida: CGC-061608**

8. Have you personally inspected the site(s) of the proposed work? (Y) **X** (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

**NO**

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

**NO**

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

**See attached copy of Jose Capellan Jr. Resume and a list of completed projects.**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

**N/A**

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

**N/A**

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

**N/A**

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

**See list on a separate sheet.**

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract. **All Equipment will be provided by Subcontractors or rented from;**
**Miami Dade Equipment**
**3251 W Okeechobee Road**
**Hialeah, Florida 33012**

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

**NONE**

**Jose Capellan Jr., PMP®, CGC, MBA, LEED® AP**
Managing Director
**J&IC Construction Services, LLC**

3003 SW 137th Terrace
Miramar, Florida
Cell phone: (954) 439-0885
E-mail: JCapellan@jicconstruction.net

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## EDUCATION

**Project Management Professional (PMP)® Certification** from Project Management Institute (PMI).
**Master in Business Administration** from Florida Atlantic University (FAU) 2014.
**Bachelors in Construction Management** from Everglades University, Boca Raton, Florida, 2010.
**Associate Degree in Civil Engineering Technology** from New York City Technical College, 1981.
**Licensed General Contractor by the State of Florida**: License Number: CG C 061608.
LEED® AP **Accredidation** (Leadership in Energy and Environmental Design – Accredited Professional).

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## WORK EXPERIENCE:

**COASTLAND CONSTRUCTION INC;** Pinecrest, Florida (November 2023 to February 13, 2024)
**Senior Project Manager**

- Managed and supervised multiple project managers, superintendents, and subcontractors.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Experienced in the completion of projects with seamless safety performances, healthy profit margins, on time, and high quality.
- Developed detailed progress reports and financial reports with project teams to distribute to VP of Construction and project executives.
- Lead and scheduled meetings, prepared agendas, developed and maintained master project budget and schedule.

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**LINK CONSTRUCTION GROUP, INC;** Doral, Florida
**Project Manager**

- Managed and supervised multiple project managers, superintendents, and subcontractors.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Experienced in the completion of projects with seamless safety performances, healthy profit margins, on time, and high quality.
- Developed detailed progress reports and financial reports with project teams to distribute to VP of Construction and project executives.
- Lead and scheduled meetings, prepared agendas, developed and maintained master project budget and schedule.
- Manage and supervise the selection of subcontractors and develop subcontract agreements as necessary for each project.
- Reviewed subcontractors schedule of values for payment applications to assure that subcontractors do not front load their schedule of values. Reviewed and approved all payment requisitions.

- Reviewed and approved all Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders and other invoices associated with the projects.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**Part-Time Adjunct Lecturer at FIU Moss School of Construction;** Miami, FL

- Coarse taught was Construction Documentation and Communication.
- Taught students on-line and in person, one course there were 27 students online and 27 in class.
- Received exceptional ratings of 4.5 out of 5 from students at the completion of the courses.

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**WEST CONSTRUCTION, INC.;** Lantana, Florida
**Senior Project Manager**

- Worked closely with Design, Architects and other project stakeholders within new construction and renovations to develop relationships that exceed the client satisfaction.
- Managed four (4) Project Managers each having 3-5 projects of $8M to $18M.
- Provided oversight in managing all resources throughout the entire project from start-up through closeout and ensured that the Owner's expectations, budgetary and profitability objectives are met.
- Checked Payment Requisitions packages on a monthly basis and assured packages were accurate and complete.
- Payment Requisitions consisted of G702 and G703, monthly schedule update, progress pictures and aerial pictures, daily reports, Architect Owner's Conference progress meetings minutes, and Consent of Surety (if needed).
- Assist Project Managers in solving budget issues, costs issues, unexpected events, general performance and overall progress on each of their projects.
- Set Milestones and assigned staff to handle the scopes and complexity of new projects.
- Mentored, trained and coached staff to perform and to exceed West standards.
- Assist in the Business Development efforts of West and participated in presentations for project acquisitions.

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**PIRTLE CONSTRUCTION, Co. Inc.;** Davie, Florida,
**Senior Project Manager**

- Experienced pre-construction and estimator for Design Build, Construction Management (CM) at Risk Projects, or Design-Bid-Build Lump Sum projects.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Collaborated with Business Team and prepared complete and thorough response for Request for Proposal (RFP).
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality
- Conduct the elaboration of reports with project teams and project executives.
- Coordinate and manage the close out process on multiple projects.

- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**SKANSKA USA BUILDING, Inc. S**outh Florida Operations, Florida,
**Senior Project Manager**

- Experienced pre-construction and estimator for Design Build, Construction Management (CM) at Risk Projects, or Design-Bid-Build Lump Sum projects.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Collaborated with Business Team and prepare **complete** and thorough response for Request for Proposal (RFP).
- Manage and supervise the Request For Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality.
- Conduct the elaboration of reports with project teams and project executives.
- Coordinate and manage the close out process on multiple projects.
- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**A.V.I. CONCTRACTORS, Inc.** Weston, Florida,
**General Contractor –**
**Senior Project Manager / Business Development**

- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality.
- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**CAPMEN CONSTRUCTION COMPANY, Inc. –Coconut Creek, FL**
**Founder and President**
CapMen Construction Company, Inc. I established the company with an initial capital of $10,000 and grossed $1,500,000 during our first year and five years later we grossed $5,500,000. Our success was due to the quality of work we completed for our clients. Most of our clients were repeat clients due to their satisfaction of projects completed on time and with no major incidents.

- Executed all duties and responsibility as Chief Executive Officer.

- Business developer and sales. Researched the local Construction Industry trade reports in order to help obtain new business and new projects to Bid. I used the following trade reports, Dodge Reports, Reed Construction Data and The Blue Book.
- Estimating CSI Division 03 and 04 – Structural Shell Scope of work.
- Daily management of personnel, recruited personnel, orientated new personnel, and evaluated project personnel in coordination with the site Superintendent.
- Managed five (5) structural shell projects simultaneously and eighty-five (85) men with a volume of over $5 million dollars.
- Managed costs, schedules, and quality of all the projects under contract by overseeing the projects deliverables.
- Ensured schedules and budgets were met. Identified the needs for changes and revised established guidelines/policies as necessary.

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**JAMES B. PIRTLE CONSTRUCTION CO, Inc. – Davie, Florida**
**Project Manager**

- Coordinate and manage the close out process on multiple projects.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**ROEPNACK CORPORATION, Pompano Beach, Florida**
**Project Manager**

- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Coordinate and manage the close out process on multiple projects.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**Computer Skills:**

- Microsoft Word, Excel, Outlook and Powerpoint.
- Scheduling Computer Skills in Microsoft Project and Primavera P6.
- Project Management Computer Skills in Autodesk, PROCORE, CMiC, e-BUILDER.
- Bidding Software iSQFT.

**References:**
Can be supplied upon your request.

# Jose Capellan Jr., PMP®, CGC, MBA, LEED® AP

Senior Project Manager

# Project List

## Projects completed with Link Construction Group Inc. as a Project Manager.

### Kendal Square K-8 Elementary School

9325 SW 169th Place
Miami, FL 33196

CM at Risk project for Miami-Dade County Public Schools, Florida. $18.9 Million dollar project; New Build from the ground up and the construction of a 95,000 gsf Elementary School with future infrastructure for a Middle School. Tilt Up construction on exterior walls, Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed ahead of schedule, zero accidents, and with the project Fee plus.

### Fire Station #2 – City of Coral Gables, Florida

525 S. Dixie Highway
Coral Gables, FL 33134

CM at Risk Project for the City of Coral Gables. Interior demolition of the existing Fire Station #2 which was Historically Protected, a new 11,600 gsf two story building was constructed connecting to the existing Fire Station and it included four additional bays on the ground floor for fire trucks, with a state-of-the-art training room, and a gym for firefighters on the second floor, plus a new rescue training tower. This project also included the new construction of a 12,600 gsf, eight-bay Trolley Maintenance building to service the trolley fleet with corresponding administrative and support offices. This project was constructed right next to the Metrorail which was a challenge with the logistics of the new construction.

### Bonaventure Fire Rescue Station #21 – Weston, Florida

275 Bonaventure Blvd
Weston, FL 33326

CM At Risk project for the City of Weston. Weston's newest Fire Rescue Station is a state-of-the-art Fire Rescue station design with redundant utilities systems and two Emergency Generators that run on natural gas and propane gas so this facility can function as an Emergency Facility. Total of 11,561 gsf at a cost of $9.5 million.

## Parkside Assisted Living Facility – Tamarc, Florida

7501 NW 76th Street
Tamarac, Florida 33129

Lump Sum negotiated project of a brand new from the ground up Assisted Living Facility of 45,995 gsf, 72 beds, one central fully functioning kitchen, four warming kitchens, and two Emergency Generators running on natural gas. The total cost of this project was $15.5 million.

## Projects completed with Pirtle Construction Company, Inc. as a Project Manager and a Senior Project Manager.

**Glade View Elementary School**
900 SE Avenue G
Belle Glade, FL 33340

CM at Risk project for the School District of Palm Beach, County Florida. $17.1 Million dollar project; Demolition of existing school and the construction of a new 92,000 gsf Elementary School. Tilt Up construction on exterior walls, Thermal Energy Storage Tanks HVAC system, an Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed ahead of schedule, zero accidents, and with the project Fee plus.

**Bay Lake Elementary School**
12005 Silverlake Park Drive
Windermere, FL 34786

CM at Risk project for Orange County Public Schools, Orlando, Florida. $15.3 Million dollar project; new school of 85,000 gsf Elementary School. Tilt Up construction on exterior walls, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed in 10 months and it was on schedule, zero accidents, and with the project Fee plus.

**Eido's Café and Bookstore**
**Broward College – Building #41**
1000 Coconut Creek Boulevard
Coconut Creek, FL 33069

CM at Risk project for Broward College. Interior renovation of an existing exterior Atrium into Eido's Café and Bookstore. Renovations of interior offices. $1.1 million dollar project completed in four (5) months. Completed on time, zero accidents and with the projected Fee plus.

**University of Florida – Institute of Food and Agricultural Science**
**Laboratory 105 Renovation – Building 5001**
3205 College Avenue
Davie, FL 33314

CM at Risk project for the University of Florida. $333 K project of an existing scientific laboratory. Relocated existing underground plumbing rough, new Casework, new BioSafety Cabinet, renovated existing Fume Hood. Project completed in four (4) months, ahead of schedule, zero accidents, and with the projected fee.

## Projects completed with Skanska USA Building Inc. as a Project Manager and a Senior Project Manager.

**Cooper City High School**
9401 Stirling Road
Cooper City, Florida 33328

Lump Sum – Design Build project for the School Board of Broward County, Florida. $18.1 million dollar project; I was involved from the RFQ in the putting together the submittal, to the Design Build process where I was the design build Manager, to the actual construction of the project. A Phase replacement project on an existing campus which included Design Build Services for construction of a 3-Story Administration / Classroom Building of 115,082 SF gsf High School additional and renovation.

**Herron Heights Elementary School**
11010 Nob Hill Road
Parkland, Florida

Successfully completed the first "GREEN" school for the School Board of Broward County, Florida; Heron Heights Elementary School in Parkland, Florida. A $24.5 MM dollar, 112,800 SF facility capable of handling 990 students. The schools "GREEN" features are; 49.5 Kilowatt Solar Panel system with an interactive web site; www.heronheightssolar.com that can be used for the monitoring of the system and for lessons plans at the school. There are three Wild Life Habitats, two high efficiency Chillers, an Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project had LEED Score Card for LEED Silver Certification and possibly a Gold Certification, but the District did not want to spend the additional funds required for the building modeling and the independent Commissioning Agent.

This project was projected to have a FEE of 2.75% and I completed this project and the final FEE was 5.5%. We completed $1.5 MM in Change Orders, returned over $700,000 to the School Board

of Broward County, Florida in buyout contingency and we had over $200,000 in Tax Savings by using Owner Direct Purchase Orders.

**Lakes by the Bay Park Improvements**
18250 SW 216th Street
Cutler Bay, Florida

Design Build Park project for the Town of Cutler Bay, Florida. Successfully completed an $8.6 MM dollar project on a 22 acre lot, where there are three baseball fields, two soccer fields, a 2,500 SF concession stand building, future hard courts and basketball courts with state of the art sports lighting facilities. A 1.98 mile walking trail with exercise stations along the walking path. This project was completed on schedule and on budget.

This project was project to have a FEE of 6% and I completed this project and the Final FEE was 12.75%.

## Projects completed with A.V.I. Contractors, Inc. as a Senior Project Manager.

**Cynergi Condominiums**
2700 North Miami Avenue
City of Miami, Florida 33127

High end, Condominium, Multifamily; 110,000 SF condo building, 13 stories, Post Tension with CBS in-fill condo tower with private terraces on the roof of the tower. With a separate Parking Garage building, 98,400 SF, 6 stories, with a swimming pool and a gymnasium on the 6th story of the Parking Garage Building. Also, the two buildings were connected on the 5th story with a Post Tension bridge. We self performed the structural shell portion of these two buildings. The entire project was completed ahead of schedule and within the budget of $19.5 million dollars.

**93rd Street Community Baptists Church**
2330 NW 93rd Street
Miami, Florida 33147

High end, State of the art Baptist Church; 14,500 SF, 2 stories, 1,186 seat sanctuary and offices. With a computerized Energy Management System. We self performed the structural shell portion of this project. This project was extremely complex and was completed within the schedule and significantly under the budget of $4.5 Million Dollars.

**Mr. and Mrs. Mish Residence**
2760 Paddock Road
Weston, Florida

This was a 10,500 SF High end Residential project with a very detailed oriented structure. We self performed the structural shell portion of this project. Two stories, with a structural poured in place second floor slab. The owner of this residence was the Owner and President of A.V.I. Contractors, Inc. the company that I was employed by at the time. Mr. Vince Mish and his wife performed all the

project management duties after I completed the structural work, which was completed one month ahead of schedule and within their budget of $450,000.00 for the Shell Scope of Work.

**Privata Town Homes**
25-135 North Shore Drive
Miami Beach, Florida

High-end Multifamily town homes style condominiums, seven buildings; five story each building, CBS structure with structural slabs, $7.25 million dollar structural shell project.

**Place Des Arts Condominiums**
Fort Lauderdale, FL

Six (6) stories, 16 units, Multi Level Units, Post Tension with CBS in-fill condo's off Las Olas Boulevard, high end luxury condominiums, with a roof pool and a roof top recreation area. The entire project was completed ahead of schedule and very profitable. Total Project budget was $10.5 Million.

**Meritage Condominiums**
Fort Lauderdale, FL

Six (6) stories, 16 units, Multi Level Units, Structural Slabs with CBS in-fill condo's off Las Olas Boulevard, Very high end luxury condominiums. The entire project was completed ahead of schedule and very profitable. Total Project budget was $9.5 Million.

**Northside Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Fort Lauderdale, FL

Northside Elementary School Additions and Renovations, it was a two story addition of classrooms to an existing school constructed around school activities, while the school was in operation. The total project size was 19,300 SF, CBS structure with Hollow Core planks as the 2nd floor slabs, with intrigue PIP concrete radius windows and gable ends. In addition, there was a 14,500 SF, Multi Purpose Cafeteria, Kitchen and Auditorium Building. The project was completed with the schedule and within the budget of $6.5 Million.

**Martin Luther King Jr. Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Sunrise, FL

This project was a 16,500 SF, one story, Multi purpose building, Auditorium, Cafeteria and Kitchen, CBS structure with steel joists and metal deck roof. Connecting sidewalks and concrete covered walkways. In addition, there were some interior concrete renovations. All work was performed around school activities and while the schools were in operation. The project was completed with the schedule and within the budget of $4.5 Million.

## Projects Completed with James B. Pirtle Construction, Inc. as a Project Manager.

**Additions and Renovations to Village Green Elementary School**
Miami, Florida

Interior Renovations, new additions for classrooms and administration offices and state of the Art Music room. 14,900 SF, CBS structure with steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, state of the art intercom system through out the entire school. $6.5 million dollar project completed ahead of schedule and under the guaranteed not to exceed price.

**New Office Building for the Florida Fruit Exchange**
Pompano Beach, Florida

New 5 story office building, CBS structure with structural slabs. $5.5 million dollar project, completed 5 months ahead of schedule and significantly below the budget. ***High end Commercial Office Building project.***

**Additions and Renovations to Westwood Heights Elementary School**
Hollywood, Florida

Interior Renovations, 33,500 SF, new additions for classrooms and cafeteria/multi purpose building, CBS structure with steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, intercom system through out the entire school. $7.5 million dollar project completed ahead of schedule and under the budget.

**Additions and Renovations to North Miami Beach Senior High School**
North Miami Beach, Florida

Interior Renovations, 22,300 SF, new additions for classrooms, 2 story CBS structure with structural slab and steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, intercom system through out the entire school. $5.9 million dollar project completed ahead of schedule and under the budget.

## Projects Completed with Roepnack Corporation as a Project Manager.

**Braman Honda Dealership**
Coral Way in Miami, Florida

6 stories Architectural prefabricated concrete parking garage building, 81,000 SF, and a new conventional CBS show room, 12,100 SF, completed ahead of schedule and under the budget, a $10.5 million dollar project.

**Interior remodeling and renovations for a major telecom company**
Boca Raton, Florida

Remodeled and renovated 75,000 SF of the old Motorola plant in Boca Raton, Florida and converted it into new office space for the Telecom Company. This project had a total cost of $4.5 million dollar completed it on schedule and on budget.

**Braman BMW Dealership**
West Palm Beach, Florida

Remodeled the existing dealership and added a new showroom and new service area. A $ 5.3 million dollar project that was completed on schedule and within the GMP.

**New Wellness Center and Remodeling and Adding a new outdoor Cafeteria Area**
Motorola Plant in Plantation, Florida

New 12,700 SF, Wellness center with a Daycare, Gymnasium, and offices for the Motorola employees. New exterior Cafeteria eating area by the Lake. New sidewalks throughout the project. $8.5 million dollar project completed on schedule and within the GMP.

## Projects completed with CapMen Construction, Inc. a structural shell contractor, where I was the President.

**45 Hendricks Isles**
Fort Lauderdale, FL
General Contractor: Highpoint Construction Group, Inc.

Hard Bid, $1,650,000.00, 6 stories, 20 units, high end luxury condominiums, Post Tension with CBS in-fill condo's off Las Olas Boulevard with private terraces on the roof. CSI Divisions 03 and 04 scope of work only. Very High end Multifamily, Condominium Project.

**Residence East and West Venetian Way**
**17-19 Venetian Way**
**Miami Beach, Florida**
General Contractor: Brodson Construction Company

Hard bid, 8,500 SF, $495,500.00 Venetian East and 8,300 SF $485,000.00 Venetian West, high end residential structural project with a very detailed oriented structure. Two stories, with a structural poured in place second floor slab. With poured in place swimming pool with infinity edge on the roof of the residences. CSI Divisions 03 and 04 scope of work only. Very High end Residential Mansion.

**Village Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Sunrise, FL
General Contractor: A.V.I. Contractors, Inc.

This was a $650,000.00, hard bid project. It was a 23,800 SF, two story, classroom building, CBS structure with structural slabs and steel joists and metal deck roof, with connecting sidewalks. CSI Divisions 03 and 04 scope of work only.

**Performing Arts Center of Greater Miami**
Structural Renovations of the Sears Tower
Miami, FL
General Contractors; PACB Joint Venture; Odebrecht Construction / The Haskell Company and Ellis Don Construction

The hard bid on this project was $455,000.00 for the Structural renovations and remodeling of the Sears Tower at the center. CSI Divisions 03 scope of work only.

**Interior Renovation of Existing Building and Construction of new Condominiums**
Ocean Drive, Miami Beach, FL
General Contractors; G.T. McDonald Development Corporation

The hard bid on this project was $1,350,000.00. Interior renovations of six story art deco building on 10th Street and Ocean Drive. New construction of six story condo building right next to the renovated building, between 10th and 9th Street on Ocean Drive. CBS in fill with a concrete structure with structural slabs. CSI Divisions 03 and 04 scope of work only.

**Castle Hill Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Fort Lauderdale, FL
General Contractors; G.T. McDonald Development Corporation

The hard bid on this project was $590,000.00. This was a 23,500 SF addition of a Multi Purpose building, Cafeteria, Kitchen, and Auditorium, one story CBS structure with steel joists and metal deck roof. Connecting sidewalks and concrete covered walkways and a covered play area. In addition, there were some interior concrete renovations. All work was performed around school activities. CSI Divisions 03 and 04 scope of work only.

**Lake Forest Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Hallandale Beach, FL
General Contractors; South Florida Construction Services, Inc. (SFCS, Inc.)

The hard bid on this project was $985,000.00. When it was completed with all the approved change orders the total contract was $1,350,000.00. This was a 28,500 SF addition of new classrooms, one story CBS structure with steel joists and metal deck roof. In addition, 16,500 SF, one story, Multi purpose building, Auditorium, Cafeteria and Kitchen, CBS structure with steel joists and metal deck roof. There were connecting concrete walkways connecting one phase of the school with another phase. CSI Divisions 03 and 04 scope of work only.

**Driftwood Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Hollywood, FL
General Contractors; South Florida Construction Services, Inc. (SFCS, Inc.)

The hard bid on this project was $425,000.00. It was an 18,500 SF addition of new classrooms, one story CBS structure with steel joists and metal deck roof. With connecting sidewalks and concrete covered walkways. CSI Divisions 03 and 04 scope of work only.

**Broward Mall Renovations, Interior Renovation of the entire Mall,**
**Exterior Walkways and Atrium Fountain**
Sunrise, FL
General Contractor, VCC

The hard bid on this project was $350,000.00. Concrete structural work throughout the mall, exterior signs, sidewalks, and a new Atrium Fountain and new foundations for structural steel entrance work. CSI Divisions 03 and 04 scope of work only.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1046
# BETWEEN
# CITY OF PLANTATION
# AND
# THE DIVISION OF EMERGENCY MANAGEMENT
# FOR
# HAZARD MITIGATION GRANT PROGRAM (HMGP)

STATE OF FLORIDA
**DIVISION OF EMERGENCY MANAGEMENT**

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 26, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-025-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1046 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:54:07 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1046

**Project Number:** 4486-025-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $803,942.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $844,138.80 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $844,138.80 |
| Federal award project description (see FFATA): | Wind Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Carole Morris
   Assistant City Administrator
   400 NW 73rd Avenue
   Plantation, FL 33317
   Telephone: 954-797-2210
   Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$803,942.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: CITY OF PLANTATION**

By: Nick Sortal

Name and Title: Nick Sortal, Mayor

Date: February 13, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:53:53 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 28-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$803,942.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #6 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-025-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #6, in Plantation, Florida 33322, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
   a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) <u>Environmental:</u>**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation.

Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-025-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $412,170.00 | $370,953.00 | $41,217.00 |
| Labor: | $274,960.00 | $247,464.00 | $27,496.00 |
| Fees: | $206,139.00 | $185,525.10 | $20,613.90 |
| **Initial Agreement Amount:** | **$893,269.00** | **$803,942.10** | **$89,326.90** |
| ***Contingency Funds: | $44,663.00 | $40,196.70 | $4,466.30 |
| **Project Total:** | **$937,932.00** | **$844,138.80** | **$93,793.20** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $44,663.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $844,138.80 | (90.00%) |
| Non-Federal Share: | $93,793.20 | (10.00%) |
| **Total Project Cost:** | **$937,932.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
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| 5 | | | | | |
| | | | | | |
| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] **ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example**<br>**ADMINISTRATIVE COSTS**<br>**(Include Secondary Administration.)** | |
| **For example**<br>**PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

## QUARTERLY REPORT FORM

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

## FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)

1. The full legal name and business address of the person or entity submitting this bid:

**J&IC Construction Services LLC**

**3003 SW 137th Terrace**

**Miramar, Florida 33027**

2. By submission of this bid and subsequent execution of this Contract, the undersigned Bidder certifies that as Successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

3. The undersigned Bidder certifies that as Successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

4. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid (if applicable) and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes as amended from time to time). The Bidder further identifies the costs (if any) are summarized on this page:

| | Trench Safety Measure | Units of Measure | Unit Quantity | Extended Unit Cost | Cost |
|---|---|---|---|---|---|
| A. | 1 | LF | 1 | $100.00 | $100.00 |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| | | | | TOTAL: | $100.00 |

Date: **December 07, 2024**

**Jose Capellan Jr. - Manager**
Name and Title of Authorized Officer

Signature

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Replacement of the existing exterior Windows, Doors, and Louvers for Fire Station # 6**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the complete replacement of existing exterior Windows, Doors, and Louvers at the City of Plantation Fire Station # 6.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening Date: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Mandatory Pre-Bid/Site Visit Meetings:
  - Location: 11050 West Sunrise Boulevard**,** Plantation, FL 33322
  - Time: 11:00 AM to 12:00 PM
  - Dates: October 10, 2024 or October 24, 2024

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

STATE OF **Florida**

COUNTY OF **Miami-Dade**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this **02** day of **December**, 20**24**, by **Jose Capellan Jr.**, as **Managing Director** for **J&IC Construction Services LLC**, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: **Mercedes E. Mañana** My commission expires: 8/25/2026

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. COMPENSATION

6.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

6.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

7. GUARANTEES

7.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

8. EXAMINATION OF BID DOCUMENTS AND SITE

8.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

8.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

8.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

9. INTERPRETATIONS AND ADDENDA

9.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

10. SUBMISSION OF BIDS

10.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

12. OPENING OF BIDS

12.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. AWARD OF CONTRACT

13.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

13.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

13.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

14. INDEMNITY

14.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

14.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

14.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. QUALIFICATIONS OF BIDDERS

15.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

15.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

15.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Work shall be undertaken by a Licensed General Contractor with minimum of five (5) years of commercial installation in similar Projects within the State of Florida. Bidder or Bidder's subcontractor(s) must be a certified installer by the manufacturer of any proposed material/equipment/products. In addition, Bidder must demonstrate the ability and experience necessary for this project. Contractor shall submit the following:

- State License for qualifying individual(s) or Broward County Certificate of Competency and State Registration.
- Broward County Local Business Tax (formerly known as Broward County Occupational License) or Home County Occupational License, if other than Broward.

15.4 List of three (3) projects completed in the last five (5) years of similar complexity to this project. Description of projects shall include:
Name of project
Location
City's name, address and business phone number
Scope of work and contract amount

16. BID SECURITY

16.1. **An original bid bond is required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

16.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

16.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar

day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

16.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

16.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

17.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

18. LIQUIDATED DAMAGES

18.1. City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **$750.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **$1,000.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

19. SCHEDULE OF VALUES

19.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

20. CONTRACT TIMELINE

20.1. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

21. CONTRACT SECURITY

21.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**CITY OF PLANTATION**
**FIRE STATION # 6**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

## PRODUCT "BASIS OF DESIGN"

### Storefront Windows and Doors

#### Products:

- WinDoor Estate SH-360 Single Hung
- Single Hung and CGIC SE-3550 Entry Door
- Architectural Louvers E6WF – 6" Deep 45 Degree Hurricane Duty WDR Blade Extruded Aluminum Stationary Louver with internal bird/insect screen AND High-Performance 3-Coat Fluoropolymer finish in compliance with AAMA 2605

### Specifications:

- Frames: AAMA 2605 Black Finish (Kynar or equal)
- Glass: Clear, Insulated Laminated (Solar Ban 70 or equal)
- Mullions: to match existing window layout
- Entry Door Sill: ADA Compliant

### Window and Louver Openings:

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work.
- All quantities are to be field verified by the CONTRACTOR as part of scope of work.

### Door Openings

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work
- All quantities are to be field verified by the CONTRACTOR as part of scope of work
- Miami-Dade protocols: Louver design shall pass the following tests.
    - PA 201-94 Large Missile Impact.
    - PA 202-94 Uniform Pressure (for ±150 psf wind load).
    - PA 203-94 Cyclic Wind Pressure.

### Warranty Period

- Frame Coverage – Five (5) Years
- Hardware, Screens and Moving Parts – Three (3) Years
- Insulating Laminated Glass – Five (5) Years
- Stress Cracks – One (1) Year
- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the

date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**Apparatus Bay Doors**

**Products: (Basis of Design)**

- New Best Rolling Doors, Inc. Motorized Steel Roll-Up Door LMI/HVHZ FL19-1015.15 or Equivalent. Motorized roll up bay doors are to be equipped with automatic and push button door openers; obstacle sensors and 24 gauge or thicker coil hoods. Roll-up doors shall be capable of 24" per second up travel and 15" per second down travel. All roll-up doors are to meet Florida Building Code Impact and Wind ratings for essential facilities.

- Apparatus Bay Doors shall have Miami-Dade County Product Approval for Large Missile Impact. Contractor shall submit fully detailed Engineered shop drawings with product approval.

- Provide electrical wiring and door operating controls conforming to the applicable requirements of NFPA 70. Electric door-operator assemblies need to be the sizes and capacities recommended and provided by the door manufacturer for specified doors. Furnish complete assemblies with electric motors and factory pre-wired motor controls, sensors, starters, gear reduction units, solenoid operated brakes, clutch, remote-control stations, manual and automatic control devices and accessories as required for proper operation of the doors.

- Provide a manual operator of chain-gear mechanism with release clutch to permit manual operation of the doors in case of power failure. Arrange the emergency manual operator so that it may be put into and out of operation from floor level and its use does not affect the adjustment of the limit switches. Provide an electrical or mechanical device that automatically disconnects the motor from the operating mechanism when the emergency manual operating mechanism is engaged. Provide full weather stripping; 3 point compressible vinyl gasket bottom seal, extending into guides, vinyl strip guide seals against facia side of curtain, neoprene/rayon baffle at hood to impede air flow/water intrusion above coil and nylon brush lintel seal fitted at door header to impede air flow/water intrusion.

- Warranty: Five years from date of Substantial Completion against defects in material and workmanship.

- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Maintenance: Submit for CITY's consideration and acceptance of a maintenance service agreement for motorized roll-up doors.

**Manufacturer Qualifications:**

Alternate manufactures would be considered but must meet or exceed "Basis of Design" and design intent. All proposed alternates are to be submitted to the City with all appropriate complete documentation and comparisons showing the alternate products meet or exceed basis of design with bid submittal. The City shall have sole discretion as pertains to final approval and acceptance of all equal/alternate products/equipment/materials.

**General Requirements:**

- The City's budget for this project is $937,932.00

- Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

    - Americans with Disabilities Act (ADA)
    - Florida Building Code Accessibility
    - Florida Building Code
    - National Fire Protection Association (NFPA)
    - Florida Fire Prevention Code (FFPC)
    - City of Plantation Code of Ordinances

- The quality of all materials must meet the highest standards, and must be installed using best practices of the construction industry. The method of window removal shall allow for the removal of only as many windows from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

- CONTRACTOR shall be responsible for all permit submissions, fees, and associated building construction cost.

- CONTRACTOR is responsible for all submissions and fees associated with Planning Boards, City Commission approvals, and any County or State approval processes if applicable.

- Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 to complete the project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of legally by contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Plantation waste containers.

- CONTRACTOR shall coordinate with the City for utilizing which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, portable toilet facilities, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. CONTRACTOR shall coordinate the flow of work with the CITY and Fire Department in order to maintain a fully operations facility at all times during the course of the project.

- CONTRACTOR shall insure that all safety measures are maintained throughout the duration of construction.

- CONTRACTOR is responsible for all demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 windows and doors replacement project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of by contractor utilizing the City's franchised solid waste contractor.

- CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- CONTRACTOR shall be responsible for inspecting and examining the site to understand the complete project prior to submitting a bid proposal.

- **The City's schedule for this project is 180 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, a Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities.

- **The City's schedule for this project is 210 days** from Notice to Proceed to final completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- All work for this project must be **completed within 210 days** from the start of when the Notice to Procced is issued, unless a different time is specifically agreed upon for that particular order, by the City of Plantation Contract Administrator.

The CONTRACTOR shall demonstrate good project management practices. Among these practices, the CONTRACTOR firm shall demonstrate clear and effective communication with the City of Plantation and respective staff, outside permitting agencies, and the involved parties. The CONTRACTOR shall demonstrate efficient and effective management of time, resources, and documentation.

The City enforces Section 16-2 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

The CONTRACTOR shall, at its expense, as requested by Project Manager, attend any and all meetings called by Project Manager to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Project Manager or designee with typed minutes of each meeting distributed to all attendees within three (3) days of the meeting.

CONTRACTOR shall comply with and shall cooperate with Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building is fully occupied and will be operational during the window, door, roll-up door and louver replacement. The safety and operation of City functions shall take priority over all matters. Disruption of City services shall not be allowed.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Work site or who may be affected by the Work.

**Permit Fees**

Payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance permit fee amount shown on the Bid Schedule is an estimate of permit fees required for the project and is cost pass through item. The CITY will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the CITY will be paid as part of this bid item.

**Language Proficiency**

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* **J&IC Construction Services LLC**

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$ 320,355.88** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$ 439,472.24** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: **J&IC Construction Services, LLC**
Legal Status: Limited Liability Company
Address: **3003 SW 137th Terrace**
**Miramar, Florida 33027**

SURETY:
Name: Old Republic Surety Company
Legal Status: Corporation
Principal place of Business: PO BOX 1635, MILWAUKEE, WI 53201 - 1635

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount Bid

PROJECT:
**Windows and Doors Replacement - Fire Station #6** Name, Location, Project Title
ITB No. 077-24

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 6, 20 24.

**J&IC Construction Services, LLC**
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Warren M. Alter / Attorney-In-Fact

Old Republic Surety Company
(Name of Surety)

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: WARREN M. ALTER, DAVID T. SATINE, JONATHAN A. BURSEVICH of MIAMI LAKES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
**(Expiration of notary's commission does not invalidate this instrument)**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3000

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 6th day of December, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

8419

ALTER SURETY GROUP INC

# GUARANTEE OF BID PROPOSAL

Name of Company: J&IC Construction Services LLC

Street Address: 3003 SW 137th Terrace

| Miramar | Florida | 33027 |
|---|---|---|
| City | State | Zip |

Mailing Address: 3003 SW 137th Terrace, Miramar, Florida 33027

Phone No.: (954) 439-0885 Fax#: _____

Email Address: JCapellan@jicconstruction.net

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: CGC-061608

State of Florida Corporation ID # (From Secretary of State): L22000272532

Federal Employer Identification Number (FEIN): 88-2995668

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink or Electronic)

Jose Capellan Jr.
(Printed Name of Above Signer)

Managing Director
(Printed Title of Above Signer)

December 02, 2024
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jose Capellan Jr., on this 02, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

**ITB No.: 077-24 - Fire Station #6 - Doors and Window Replacement** .

Addenda Numbers Received:

**Addendum No.: 1**

**Addendum No.: 2**

**Addendum No.: 3**

**Addendum No.: 4**

**Addendum No.: 5**

**Addendum No.: 6**

**Addendum No.: 7**

AUTHORIZED SIGNATURE:

PRINTED NAME OF ABOVE: **Jose Capellan Jr.**

TITLE OF ABOVE: **Managing Director**

COMPANY NAME: **J&IC Construction Services LLC**

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

| |
|---|
| *COMPANY NAME:* _____ |

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** J&IC Construction Services LLC

# BIDDERS CERTIFICATION

## ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF Florida )

SS

COUNTY OF Miami-Dade )

On this 02nd day of December, 20 24, before me, the undersigned authority, personally appeared Jose Capellan Jr., to me known to be the individual described in and who executed the foregoing instrument as Managing Director of J&IC Construction Services LLC a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Jose Capellan Jr.

WITNESS my hand and official seal the date aforesaid.

Mercedes E. Mañana (Signature of Notary Public)

Mercedes E. Mañana (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: **J&IC Construction Services LLC**

NAME: **Jose Capellan Jr.**

ADDRESS: **3003 SW 137th Terrace, Miramar, Florida 33027**

TELEPHONE NO.: **(954) 439-0885**

FAX NO.: _____

EMAIL ADDRESS: **JCapellan@jicconstruction.net**

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: **J&IC Construction Services LLC**

   The address of the principal place of business is: **3003 SW 137th Terrace, Miramar, Florida 33027**

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____ **LLC X**

2. If Bidder is a corporation, answer the following: **N/A**
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following: **N/A**

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
**The organization is a Limited Liability Company.**
**The Owners are Jose and Isabel Capellan**
**Address is: 3003 SW 137th Terrace, Miramar, Florida 33027**

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   **N/A**

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

**Jose Capellan Jr. is a licensed General Contractor in the State of Florida: CGC-061608**

8. Have you personally inspected the site(s) of the proposed work? (Y) **X** (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

**NO**

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

**NO**

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

**See attached copy of Jose Capellan Jr. Resume and a list of completed projects.**

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

**N/A**

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

**N/A**

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

**N/A**

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

**See list on a separate sheet.**

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract. **All Equipment will be provided by Subcontractors or rented from;**
**Miami Dade Equipment**
**3251 W Okeechobee Road**
**Hialeah, Florida 33012**

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

**NONE**

**Jose Capellan Jr., PMP®, CGC, MBA, LEED® AP**
Managing Director
**J&IC Construction Services, LLC**

3003 SW 137th Terrace
Miramar, Florida
Cell phone: (954) 439-0885
E-mail: JCapellan@jicconstruction.net

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## EDUCATION

**Project Management Professional (PMP)® Certification** from Project Management Institute (PMI).
**Master in Business Administration** from Florida Atlantic University (FAU) 2014.
**Bachelors in Construction Management** from Everglades University, Boca Raton, Florida, 2010.
**Associate Degree in Civil Engineering Technology** from New York City Technical College, 1981.
**Licensed General Contractor by the State of Florida**: License Number: CG C 061608.
LEED® AP **Accredidation** (Leadership in Energy and Environmental Design – Accredited Professional).

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## WORK EXPERIENCE:

**COASTLAND CONSTRUCTION INC;** Pinecrest, Florida (November 2023 to February 13, 2024)
**Senior Project Manager**

- Managed and supervised multiple project managers, superintendents, and subcontractors.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Experienced in the completion of projects with seamless safety performances, healthy profit margins, on time, and high quality.
- Developed detailed progress reports and financial reports with project teams to distribute to VP of Construction and project executives.
- Lead and scheduled meetings, prepared agendas, developed and maintained master project budget and schedule.

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**LINK CONSTRUCTION GROUP, INC;** Doral, Florida
**Project Manager**

- Managed and supervised multiple project managers, superintendents, and subcontractors.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Experienced in the completion of projects with seamless safety performances, healthy profit margins, on time, and high quality.
- Developed detailed progress reports and financial reports with project teams to distribute to VP of Construction and project executives.
- Lead and scheduled meetings, prepared agendas, developed and maintained master project budget and schedule.
- Manage and supervise the selection of subcontractors and develop subcontract agreements as necessary for each project.
- Reviewed subcontractors schedule of values for payment applications to assure that subcontractors do not front load their schedule of values. Reviewed and approved all payment requisitions.

- Reviewed and approved all Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders and other invoices associated with the projects.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**Part-Time Adjunct Lecturer at FIU Moss School of Construction;** Miami, FL

- Coarse taught was Construction Documentation and Communication.
- Taught students on-line and in person, one course there were 27 students online and 27 in class.
- Received exceptional ratings of 4.5 out of 5 from students at the completion of the courses.

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**WEST CONSTRUCTION, INC.;** Lantana, Florida
**Senior Project Manager**

- Worked closely with Design, Architects and other project stakeholders within new construction and renovations to develop relationships that exceed the client satisfaction.
- Managed four (4) Project Managers each having 3-5 projects of $8M to $18M.
- Provided oversight in managing all resources throughout the entire project from start-up through closeout and ensured that the Owner's expectations, budgetary and profitability objectives are met.
- Checked Payment Requisitions packages on a monthly basis and assured packages were accurate and complete.
- Payment Requisitions consisted of G702 and G703, monthly schedule update, progress pictures and aerial pictures, daily reports, Architect Owner's Conference progress meetings minutes, and Consent of Surety (if needed).
- Assist Project Managers in solving budget issues, costs issues, unexpected events, general performance and overall progress on each of their projects.
- Set Milestones and assigned staff to handle the scopes and complexity of new projects.
- Mentored, trained and coached staff to perform and to exceed West standards.
- Assist in the Business Development efforts of West and participated in presentations for project acquisitions.

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**PIRTLE CONSTRUCTION, Co. Inc.;** Davie, Florida,
**Senior Project Manager**

- Experienced pre-construction and estimator for Design Build, Construction Management (CM) at Risk Projects, or Design-Bid-Build Lump Sum projects.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Collaborated with Business Team and prepared complete and thorough response for Request for Proposal (RFP).
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality
- Conduct the elaboration of reports with project teams and project executives.
- Coordinate and manage the close out process on multiple projects.

- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**SKANSKA USA BUILDING, Inc. S**outh Florida Operations, Florida,
**Senior Project Manager**

- Experienced pre-construction and estimator for Design Build, Construction Management (CM) at Risk Projects, or Design-Bid-Build Lump Sum projects.
- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Collaborated with Business Team and prepare **complete** and thorough response for Request for Proposal (RFP).
- Manage and supervise the Request For Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality.
- Conduct the elaboration of reports with project teams and project executives.
- Coordinate and manage the close out process on multiple projects.
- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**A.V.I. CONCTRACTORS, Inc.** Weston, Florida,
**General Contractor –**
**Senior Project Manager / Business Development**

- Conduct contract negotiations with subcontractors & develop subcontract agreements.
- Planning coordinator & quality control supervisor of day-to-day construction management on multiple job sites from inception to completion.
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Track record in the completion of projects with healthy profit margins, on time, and high quality.
- Coordinate and manage the quality assurance and quality control of various projects progressing simultaneously.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**CAPMEN CONSTRUCTION COMPANY, Inc. –Coconut Creek, FL**
**Founder and President**
CapMen Construction Company, Inc. I established the company with an initial capital of $10,000 and grossed $1,500,000 during our first year and five years later we grossed $5,500,000. Our success was due to the quality of work we completed for our clients. Most of our clients were repeat clients due to their satisfaction of projects completed on time and with no major incidents.

- Executed all duties and responsibility as Chief Executive Officer.

- Business developer and sales. Researched the local Construction Industry trade reports in order to help obtain new business and new projects to Bid. I used the following trade reports, Dodge Reports, Reed Construction Data and The Blue Book.
- Estimating CSI Division 03 and 04 – Structural Shell Scope of work.
- Daily management of personnel, recruited personnel, orientated new personnel, and evaluated project personnel in coordination with the site Superintendent.
- Managed five (5) structural shell projects simultaneously and eighty-five (85) men with a volume of over $5 million dollars.
- Managed costs, schedules, and quality of all the projects under contract by overseeing the projects deliverables.
- Ensured schedules and budgets were met. Identified the needs for changes and revised established guidelines/policies as necessary.

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**JAMES B. PIRTLE CONSTRUCTION CO, Inc. – Davie, Florida**
**Project Manager**

- Coordinate and manage the close out process on multiple projects.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**ROEPNACK CORPORATION, Pompano Beach, Florida**
**Project Manager**

- Manage and supervise the Request for Information (RFI), Submittal Register, and the submittal process.
- Manage and supervise all Change Orders prior to submittal to Owner's representative.
- Coordinate and manage the close out process on multiple projects.
- Maintain a safe and injury-free work environment on all projects, assuring that personnel perform and abides by strict safety measures.

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**Computer Skills:**

- Microsoft Word, Excel, Outlook and Powerpoint.
- Scheduling Computer Skills in Microsoft Project and Primavera P6.
- Project Management Computer Skills in Autodesk, PROCORE, CMiC, e-BUILDER.
- Bidding Software iSQFT.

**References:**
Can be supplied upon your request.

# Jose Capellan Jr., PMP®, CGC, MBA, LEED® AP

Senior Project Manager

# Project List

## Projects completed with Link Construction Group Inc. as a Project Manager.

### Kendal Square K-8 Elementary School

9325 SW 169th Place
Miami, FL 33196

CM at Risk project for Miami-Dade County Public Schools, Florida. $18.9 Million dollar project; New Build from the ground up and the construction of a 95,000 gsf Elementary School with future infrastructure for a Middle School. Tilt Up construction on exterior walls, Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed ahead of schedule, zero accidents, and with the project Fee plus.

### Fire Station #2 – City of Coral Gables, Florida

525 S. Dixie Highway
Coral Gables, FL 33134

CM at Risk Project for the City of Coral Gables. Interior demolition of the existing Fire Station #2 which was Historically Protected, a new 11,600 gsf two story building was constructed connecting to the existing Fire Station and it included four additional bays on the ground floor for fire trucks, with a state-of-the-art training room, and a gym for firefighters on the second floor, plus a new rescue training tower. This project also included the new construction of a 12,600 gsf, eight-bay Trolley Maintenance building to service the trolley fleet with corresponding administrative and support offices. This project was constructed right next to the Metrorail which was a challenge with the logistics of the new construction.

### Bonaventure Fire Rescue Station #21 – Weston, Florida

275 Bonaventure Blvd
Weston, FL 33326

CM At Risk project for the City of Weston. Weston's newest Fire Rescue Station is a state-of-the-art Fire Rescue station design with redundant utilities systems and two Emergency Generators that run on natural gas and propane gas so this facility can function as an Emergency Facility. Total of 11,561 gsf at a cost of $9.5 million.

## Parkside Assisted Living Facility – Tamarc, Florida

7501 NW 76th Street
Tamarac, Florida 33129

Lump Sum negotiated project of a brand new from the ground up Assisted Living Facility of 45,995 gsf, 72 beds, one central fully functioning kitchen, four warming kitchens, and two Emergency Generators running on natural gas. The total cost of this project was $15.5 million.

## Projects completed with Pirtle Construction Company, Inc. as a Project Manager and a Senior Project Manager.

**Glade View Elementary School**
900 SE Avenue G
Belle Glade, FL 33340

CM at Risk project for the School District of Palm Beach, County Florida. $17.1 Million dollar project; Demolition of existing school and the construction of a new 92,000 gsf Elementary School. Tilt Up construction on exterior walls, Thermal Energy Storage Tanks HVAC system, an Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed ahead of schedule, zero accidents, and with the project Fee plus.

**Bay Lake Elementary School**
12005 Silverlake Park Drive
Windermere, FL 34786

CM at Risk project for Orange County Public Schools, Orlando, Florida. $15.3 Million dollar project; new school of 85,000 gsf Elementary School. Tilt Up construction on exterior walls, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project was completed in 10 months and it was on schedule, zero accidents, and with the project Fee plus.

**Eido's Café and Bookstore**
**Broward College – Building #41**
1000 Coconut Creek Boulevard
Coconut Creek, FL 33069

CM at Risk project for Broward College. Interior renovation of an existing exterior Atrium into Eido's Café and Bookstore. Renovations of interior offices. $1.1 million dollar project completed in four (5) months. Completed on time, zero accidents and with the projected Fee plus.

**University of Florida – Institute of Food and Agricultural Science**
**Laboratory 105 Renovation – Building 5001**
3205 College Avenue
Davie, FL 33314

CM at Risk project for the University of Florida. $333 K project of an existing scientific laboratory. Relocated existing underground plumbing rough, new Casework, new BioSafety Cabinet, renovated existing Fume Hood. Project completed in four (4) months, ahead of schedule, zero accidents, and with the projected fee.

## Projects completed with Skanska USA Building Inc. as a Project Manager and a Senior Project Manager.

**Cooper City High School**
9401 Stirling Road
Cooper City, Florida 33328

Lump Sum – Design Build project for the School Board of Broward County, Florida. $18.1 million dollar project; I was involved from the RFQ in the putting together the submittal, to the Design Build process where I was the design build Manager, to the actual construction of the project. A Phase replacement project on an existing campus which included Design Build Services for construction of a 3-Story Administration / Classroom Building of 115,082 SF gsf High School additional and renovation.

**Herron Heights Elementary School**
11010 Nob Hill Road
Parkland, Florida

Successfully completed the first "GREEN" school for the School Board of Broward County, Florida; Heron Heights Elementary School in Parkland, Florida. A $24.5 MM dollar, 112,800 SF facility capable of handling 990 students. The schools "GREEN" features are; 49.5 Kilowatt Solar Panel system with an interactive web site; www.heronheightssolar.com that can be used for the monitoring of the system and for lessons plans at the school. There are three Wild Life Habitats, two high efficiency Chillers, an Energy Management system, all rooms are equipped with motion censors, all plumbing features are very low water consuming fixtures and high efficient fixtures, all the urinals in multiple use bathrooms are waterless urinals, all the paint on the project was low VOC paint, all the hardware was manufactured from recycled hardware, all the adhesives for the VCT and Carpet was non Formaldehyde adhesives, and mold and mildew resistant drywall was used through the school. The project had LEED Score Card for LEED Silver Certification and possibly a Gold Certification, but the District did not want to spend the additional funds required for the building modeling and the independent Commissioning Agent.

This project was projected to have a FEE of 2.75% and I completed this project and the final FEE was 5.5%. We completed $1.5 MM in Change Orders, returned over $700,000 to the School Board

of Broward County, Florida in buyout contingency and we had over $200,000 in Tax Savings by using Owner Direct Purchase Orders.

**Lakes by the Bay Park Improvements**
18250 SW 216th Street
Cutler Bay, Florida

Design Build Park project for the Town of Cutler Bay, Florida. Successfully completed an $8.6 MM dollar project on a 22 acre lot, where there are three baseball fields, two soccer fields, a 2,500 SF concession stand building, future hard courts and basketball courts with state of the art sports lighting facilities. A 1.98 mile walking trail with exercise stations along the walking path. This project was completed on schedule and on budget.

This project was project to have a FEE of 6% and I completed this project and the Final FEE was 12.75%.

## Projects completed with A.V.I. Contractors, Inc. as a Senior Project Manager.

**Cynergi Condominiums**
2700 North Miami Avenue
City of Miami, Florida 33127

High end, Condominium, Multifamily; 110,000 SF condo building, 13 stories, Post Tension with CBS in-fill condo tower with private terraces on the roof of the tower. With a separate Parking Garage building, 98,400 SF, 6 stories, with a swimming pool and a gymnasium on the 6th story of the Parking Garage Building. Also, the two buildings were connected on the 5th story with a Post Tension bridge. We self performed the structural shell portion of these two buildings. The entire project was completed ahead of schedule and within the budget of $19.5 million dollars.

**93rd Street Community Baptists Church**
2330 NW 93rd Street
Miami, Florida 33147

High end, State of the art Baptist Church; 14,500 SF, 2 stories, 1,186 seat sanctuary and offices. With a computerized Energy Management System. We self performed the structural shell portion of this project. This project was extremely complex and was completed within the schedule and significantly under the budget of $4.5 Million Dollars.

**Mr. and Mrs. Mish Residence**
2760 Paddock Road
Weston, Florida

This was a 10,500 SF High end Residential project with a very detailed oriented structure. We self performed the structural shell portion of this project. Two stories, with a structural poured in place second floor slab. The owner of this residence was the Owner and President of A.V.I. Contractors, Inc. the company that I was employed by at the time. Mr. Vince Mish and his wife performed all the

project management duties after I completed the structural work, which was completed one month ahead of schedule and within their budget of $450,000.00 for the Shell Scope of Work.

**Privata Town Homes**
25-135 North Shore Drive
Miami Beach, Florida

High-end Multifamily town homes style condominiums, seven buildings; five story each building, CBS structure with structural slabs, $7.25 million dollar structural shell project.

**Place Des Arts Condominiums**
Fort Lauderdale, FL

Six (6) stories, 16 units, Multi Level Units, Post Tension with CBS in-fill condo's off Las Olas Boulevard, high end luxury condominiums, with a roof pool and a roof top recreation area. The entire project was completed ahead of schedule and very profitable. Total Project budget was $10.5 Million.

**Meritage Condominiums**
Fort Lauderdale, FL

Six (6) stories, 16 units, Multi Level Units, Structural Slabs with CBS in-fill condo's off Las Olas Boulevard, Very high end luxury condominiums. The entire project was completed ahead of schedule and very profitable. Total Project budget was $9.5 Million.

**Northside Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Fort Lauderdale, FL

Northside Elementary School Additions and Renovations, it was a two story addition of classrooms to an existing school constructed around school activities, while the school was in operation. The total project size was 19,300 SF, CBS structure with Hollow Core planks as the 2nd floor slabs, with intrigue PIP concrete radius windows and gable ends. In addition, there was a 14,500 SF, Multi Purpose Cafeteria, Kitchen and Auditorium Building. The project was completed with the schedule and within the budget of $6.5 Million.

**Martin Luther King Jr. Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Sunrise, FL

This project was a 16,500 SF, one story, Multi purpose building, Auditorium, Cafeteria and Kitchen, CBS structure with steel joists and metal deck roof. Connecting sidewalks and concrete covered walkways. In addition, there were some interior concrete renovations. All work was performed around school activities and while the schools were in operation. The project was completed with the schedule and within the budget of $4.5 Million.

## Projects Completed with James B. Pirtle Construction, Inc. as a Project Manager.

**Additions and Renovations to Village Green Elementary School**
Miami, Florida

Interior Renovations, new additions for classrooms and administration offices and state of the Art Music room. 14,900 SF, CBS structure with steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, state of the art intercom system through out the entire school. $6.5 million dollar project completed ahead of schedule and under the guaranteed not to exceed price.

**New Office Building for the Florida Fruit Exchange**
Pompano Beach, Florida

New 5 story office building, CBS structure with structural slabs. $5.5 million dollar project, completed 5 months ahead of schedule and significantly below the budget. ***High end Commercial Office Building project.***

**Additions and Renovations to Westwood Heights Elementary School**
Hollywood, Florida

Interior Renovations, 33,500 SF, new additions for classrooms and cafeteria/multi purpose building, CBS structure with steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, intercom system through out the entire school. $7.5 million dollar project completed ahead of schedule and under the budget.

**Additions and Renovations to North Miami Beach Senior High School**
North Miami Beach, Florida

Interior Renovations, 22,300 SF, new additions for classrooms, 2 story CBS structure with structural slab and steel joists and metal deck roof. Connecting sidewalks and new concrete covered walkways. New parking lot, interior renovations of existing classrooms, intercom system through out the entire school. $5.9 million dollar project completed ahead of schedule and under the budget.

## Projects Completed with Roepnack Corporation as a Project Manager.

**Braman Honda Dealership**
Coral Way in Miami, Florida

6 stories Architectural prefabricated concrete parking garage building, 81,000 SF, and a new conventional CBS show room, 12,100 SF, completed ahead of schedule and under the budget, a $10.5 million dollar project.

**Interior remodeling and renovations for a major telecom company**
Boca Raton, Florida

Remodeled and renovated 75,000 SF of the old Motorola plant in Boca Raton, Florida and converted it into new office space for the Telecom Company. This project had a total cost of $4.5 million dollar completed it on schedule and on budget.

**Braman BMW Dealership**
West Palm Beach, Florida

Remodeled the existing dealership and added a new showroom and new service area. A $ 5.3 million dollar project that was completed on schedule and within the GMP.

**New Wellness Center and Remodeling and Adding a new outdoor Cafeteria Area**
Motorola Plant in Plantation, Florida

New 12,700 SF, Wellness center with a Daycare, Gymnasium, and offices for the Motorola employees. New exterior Cafeteria eating area by the Lake. New sidewalks throughout the project. $8.5 million dollar project completed on schedule and within the GMP.

## Projects completed with CapMen Construction, Inc. a structural shell contractor, where I was the President.

**45 Hendricks Isles**
Fort Lauderdale, FL
General Contractor: Highpoint Construction Group, Inc.

Hard Bid, $1,650,000.00, 6 stories, 20 units, high end luxury condominiums, Post Tension with CBS in-fill condo's off Las Olas Boulevard with private terraces on the roof. CSI Divisions 03 and 04 scope of work only. Very High end Multifamily, Condominium Project.

**Residence East and West Venetian Way**
**17-19 Venetian Way**
**Miami Beach, Florida**
General Contractor: Brodson Construction Company

Hard bid, 8,500 SF, $495,500.00 Venetian East and 8,300 SF $485,000.00 Venetian West, high end residential structural project with a very detailed oriented structure. Two stories, with a structural poured in place second floor slab. With poured in place swimming pool with infinity edge on the roof of the residences. CSI Divisions 03 and 04 scope of work only. Very High end Residential Mansion.

**Village Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Sunrise, FL
General Contractor: A.V.I. Contractors, Inc.

This was a $650,000.00, hard bid project. It was a 23,800 SF, two story, classroom building, CBS structure with structural slabs and steel joists and metal deck roof, with connecting sidewalks. CSI Divisions 03 and 04 scope of work only.

**Performing Arts Center of Greater Miami**
Structural Renovations of the Sears Tower
Miami, FL
General Contractors; PACB Joint Venture; Odebrecht Construction / The Haskell Company and Ellis Don Construction

The hard bid on this project was $455,000.00 for the Structural renovations and remodeling of the Sears Tower at the center. CSI Divisions 03 scope of work only.

**Interior Renovation of Existing Building and Construction of new Condominiums**
Ocean Drive, Miami Beach, FL
General Contractors; G.T. McDonald Development Corporation

The hard bid on this project was $1,350,000.00. Interior renovations of six story art deco building on 10th Street and Ocean Drive. New construction of six story condo building right next to the renovated building, between 10th and 9th Street on Ocean Drive. CBS in fill with a concrete structure with structural slabs. CSI Divisions 03 and 04 scope of work only.

**Castle Hill Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Fort Lauderdale, FL
General Contractors; G.T. McDonald Development Corporation

The hard bid on this project was $590,000.00. This was a 23,500 SF addition of a Multi Purpose building, Cafeteria, Kitchen, and Auditorium, one story CBS structure with steel joists and metal deck roof. Connecting sidewalks and concrete covered walkways and a covered play area. In addition, there were some interior concrete renovations. All work was performed around school activities. CSI Divisions 03 and 04 scope of work only.

**Lake Forest Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Hallandale Beach, FL
General Contractors; South Florida Construction Services, Inc. (SFCS, Inc.)

The hard bid on this project was $985,000.00. When it was completed with all the approved change orders the total contract was $1,350,000.00. This was a 28,500 SF addition of new classrooms, one story CBS structure with steel joists and metal deck roof. In addition, 16,500 SF, one story, Multi purpose building, Auditorium, Cafeteria and Kitchen, CBS structure with steel joists and metal deck roof. There were connecting concrete walkways connecting one phase of the school with another phase. CSI Divisions 03 and 04 scope of work only.

**Driftwood Elementary School Additions and Renovations**
**The School Board of Broward County, Florida**
Hollywood, FL
General Contractors; South Florida Construction Services, Inc. (SFCS, Inc.)

The hard bid on this project was $425,000.00. It was an 18,500 SF addition of new classrooms, one story CBS structure with steel joists and metal deck roof. With connecting sidewalks and concrete covered walkways. CSI Divisions 03 and 04 scope of work only.

**Broward Mall Renovations, Interior Renovation of the entire Mall,**
**Exterior Walkways and Atrium Fountain**
Sunrise, FL
General Contractor, VCC

The hard bid on this project was $350,000.00. Concrete structural work throughout the mall, exterior signs, sidewalks, and a new Atrium Fountain and new foundations for structural steel entrance work. CSI Divisions 03 and 04 scope of work only.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Witness

Witness

Corporate Seal (Where appropriate)

(Authorized Signature in Ink)

**Jose Capellan Jr.**
(Printed Name of Above Signer)

**Managing Director**
(Printed Title of Above Signer)

**December 02, 2024**
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME: J&IC Construction Services LLC**

1. PROJECT: **2023-6601 - Warehouse Interior Build-out** DATE: **April 2024 to Present**

   LOCATION: **6601 NW 37th Avenue**

   **Miami, Florida 33147**

OWNER REPRSENTATIVE: Name: **Mike Ruiz**

Title: **Vice President**

Email: **miker@gmail.com**

2. PROJECT: **Bonaventure Fire Station #21** DATE: **03/2020 to 07/2021**

   LOCATION: **275 Bonaventure Blvd**

   **Weston, Florida 33326**

OWNER REPRSENTATIVE: Name: **Reddy Chitepu, P.E.**

Title: **Director of Public Works - City of Weston**

Email: **rchitepu@westonfl.org**

3. PROJECT: **Fire Station #2** DATE: **12/2018 to 02/2022**

   LOCATION: **525 S. Dixie Highway**

   **City of Coral Gables, FL 33134**

OWNER REPRSENTATIVE: Name: **Edward Lamas**

Title: **Project Manager - Public Works**

Email: **elamas@coralgables.com**

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for **ITB 078-24**.

2. This sworn statement is submitted by **J&IC Construction Services LLC** (entity submitting sworn statement), whose business address is **3003 SW 137th Terrace, Miramar, FL 33027** and its Federal Employer Identification Number (FEIN) is **88-2995668**. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is **Jose Capellan Jr.** (please print name of individual signing), and my relationship to the entity named above is **Managing Director**.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

José Capellan Jr.
(Signature)

December 02, 2024
(Date)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 02nd Day of December, 20 24, by Jose Capellan Jr., who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

**NOTARY PUBLIC:**

SIGN: Mercedes E. Mañana

PRINT: Mercedes E. Mañana
Notary Public, State at large
My Commission Expires: 8/25/2026

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| N/A | | | |
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

N/A

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

Fill in Form

# NON-COLLUSION CERTIFICATION

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| Jose Capellan Jr. | Managing Director |

**Witnesses:**

Typed name: Isabel Capellan

Typed name: Josefina Capellan

**BIDDER:**

By: _____

Name: Jose Capellan Jr.

Title: Managing Director

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this December 02, 2024 (*date*) by Jose Capellan Jr. who is personally known to me or who has produced _____ as identification.

My commission expires: 8/25/2026

NOTARY PUBLIC

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

**Jose Capellan Jr.**
Printed Name

**J&IC Construction Services LLC**
Bidder Name

**December 02, 2024**
Date

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

J&IC Construction Services LLC
CONTRACTOR

December 02, 2024
DATE

CITY OF PLANTATION

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) 12/12/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | Agent CONTACT INFORMATION — NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-C JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | UMBRELLA LIAB X OCCUR CLAIMS-<br>X EXCESS LIAB MADE<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| **City OF Plantation**<br>**400 NW 73rd AVENUE**<br>**PLANTATION, FL 33317** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

**8463**

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

**J&IC Construction Services LLC**
Company's Name

Authorized Representative Signature

**Jose Capellan Jr.**
Print Name and Title

**December 02, 2024**
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** J&IC Construction Services LLC **Date:** December 02, 2024

**Base Bid Total:** $439,472.24

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☐

**Submitted Forms:**

☒ Bidders Certification

☒ Bid Form

☒ Addendums (if any)

☒ Registered as a City of Plantation Vendor

☒ Signed General Terms and Provisions

☒ Bid Guarantee Form

☒ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☒ Bid Checklist and Summary Form

☒ Public Entity Crimes Forms

☒ Hazard Mitigation Grant Program Requirement Form

☒ Corporate Resolution Form

☒ Certificate of Insurance Requirements Form

☒ References

☒ Drug Free Workplace Form

☒ Bid Bond Form

☒ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: José Capellan Jr. Printed Name: Jose Capellan Jr.

WE ARE A LIMITED LIABILITY COMPANY AND THIS IS N/A

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: **J&IC Construction Services LLC**

By (sign): Jose Capellan Jr.

Print Name: **Jose Capellan Jr.**

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF **FLORIDA**

COUNTY OF **MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this **02nd** (*date*) by **Jose Capellan Jr.** (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of **J&IC Construction Services LLC** (*name of company acknowledging*), a **Florida** (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: 8/25/2026

Mercedes E Manana

NOTARY PUBLIC

Notary Public State of Florida
Mercedes E Manana
My Commission HH 302219
Expires 8/25/2026

N/A

Attachment H

## Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

## FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)

1. The full legal name and business address of the person or entity submitting this bid:

**J&IC Construction Services LLC**

**3003 SW 137th Terrace**

**Miramar, Florida 33027**

2. By submission of this bid and subsequent execution of this Contract, the undersigned Bidder certifies that as Successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

3. The undersigned Bidder certifies that as Successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

4. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid (if applicable) and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes as amended from time to time). The Bidder further identifies the costs (if any) are summarized on this page:

| | Trench Safety Measure | Units of Measure | Unit Quantity | Extended Unit Cost | Cost |
|---|---|---|---|---|---|
| A. | 1 | LF | 1 | $100.00 | $100.00 |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| | | | | TOTAL: | $100.00 |

Date: **December 07, 2024**

**Jose Capellan Jr. - Manager**
Name and Title of Authorized Officer

Signature

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 6 ("Project")**
**Agreement No. 077-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 6".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL** *Equipment*, *Removal*, *Delivery, Assembly, and Installation* ***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 077-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 **CONTRACTOR'S** RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 **OWNER'S** RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFES**SIONAL'S STATUS DURING** CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 6**
**Project No. 077-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation, FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

## SCRUTINIZED COMPANIES CERTIFICATION
## PURSUANT TO FLORIDA STATUTE § 215.4725 AND § 215.473

I, Jose Capellan Jr., on behalf of J&IC Construction Services LLC,
Print Name — Company Name

certifies that J&IC Construction Services LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Manager
Title

(954) 439-0885
Phone

December 07, 2024
Date

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1046
# BETWEEN
# CITY OF PLANTATION
# AND
# THE DIVISION OF EMERGENCY MANAGEMENT
# FOR
# HAZARD MITIGATION GRANT PROGRAM (HMGP)

February 26, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-025-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1046 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe
Digitally signed by Laura Dhuwe
Date: 2024.02.28 15:54:07 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1046

**Project Number:** 4486-025-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $803,942.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $844,138.80 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $844,138.80 |
| Federal award project description (see FFATA): | Wind Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Carole Morris
   Assistant City Administrator
   400 NW 73rd Avenue
   Plantation, FL 33317
   Telephone: 954-797-2210
   Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$803,942.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: CITY OF PLANTATION**

By: Nick Sortal

Name and Title: Nick Sortal, Mayor

Date: February 13, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:53:53 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 28-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$803,942.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #6 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-025-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #6, in Plantation, Florida 33322, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
   a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation.

Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-025-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $412,170.00 | $370,953.00 | $41,217.00 |
| Labor: | $274,960.00 | $247,464.00 | $27,496.00 |
| Fees: | $206,139.00 | $185,525.10 | $20,613.90 |
| **Initial Agreement Amount:** | **$893,269.00** | **$803,942.10** | **$89,326.90** |
| ***Contingency Funds: | $44,663.00 | $40,196.70 | $4,466.30 |
| **Project Total:** | **$937,932.00** | **$844,138.80** | **$93,793.20** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $44,663.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $844,138.80 | (90.00%) |
| Non-Federal Share: | $93,793.20 | (10.00%) |
| **Total Project Cost:** | **$937,932.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
| | | | | | |
| 5 | | | | | |
| | | | | | |
| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] **ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example**<br>**ADMINISTRATIVE COSTS**<br>**(Include Secondary Administration.)** | |
| **For example**<br>**PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

## QUARTERLY REPORT FORM

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | |
| Signature: | Nick Sortal |
| Title: | Mayor |
| Date: | 2/14/2024 |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818.814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

8632

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the **mandatory pre-bid conference, if applicable** to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Coast to Coast Garage Door LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 610,124.81 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 729,242.17 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

8638

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

8640

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

8641

Plantation
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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Keyes Coverage Insurance
5900 Hiatus Road
Tamarac FL 33321

License#: L068109

**CONTACT NAME:** Nancy Presti
**PHONE (A/C, No, Ext):** 954-724-7000 **FAX (A/C, No):** 954-724-7024
**E-MAIL ADDRESS:** npresti@keyescoverage.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Clear Blue Insurance Co | 17641 |
| INSURER B : St Paul Protective Insurance Company | 19224 |
| INSURER C : LUBA Casualty Insurance Company | 12472 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Coast To Coast Garage Door LLC
PO Box 590929
Tamarac FL 33359

**COVERAGES** **CERTIFICATE NUMBER:** 1869341931 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | BGFL0026530602 | 10/29/2024 | 10/29/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | Y | Y | BA A0590605 | 10/29/2024 | 10/29/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | PIP | $ 10,000 |
| A | X **UMBRELLA LIAB** X OCCUR | Y | Y | BXFL0026530602 | 10/29/2024 | 10/29/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | **EXCESS LIAB** [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WC307-0129010-2024A | 10/29/2024 | 10/29/2025 | X PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City of Plantation
401 NW 70 Terrace
Plantation FL 33317
United States

**CANCELLATION** 30 Days & 10 for Non Payment

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# CITY OF PLANTATION

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# INVITATION TO BID

# ITB NO. 077-24

"**Windows and Doors Replacement – Fire Station # 6**"

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 10, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 24, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

***Supplemental Forms***

Agreement

General Conditions

Final Payment Waiver

Final Receipt and Release

Progress Payment Waiver of Claim

Public Construction Bond

Exhibit A – FEMA Executed Agreement

**CITY OF PLANTATION**

**INVITATION TO BID**

**ITB NO. 077-24**

**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, DECEMBER 10, 2024.** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY IS REQUESTING PROPOSALS FOR THE COMPLETE REPLACEMENT OF EXISTING EXTERIOR WINDOWS, DOORS AND LOUVERS AT THE CITY OF PLANTATION FIRE STATION # 6.

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 10, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 24, 2024**
MANDATORY PRE-BID MEETING TIME: **11:00 AM to 12:00 PM**
MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO CARLOS MARMOLEJOS, PROCUREMENT AGENT, 400 NW 73 AVENUE PLANTATION, FLORIDA. CARLOS MARMOLEJOS CAN BE REACHED AT 954-414-7842, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Replacement of the existing exterior Windows, Doors, and Louvers for Fire Station # 6**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the complete replacement of existing exterior Windows, Doors, and Louvers at the City of Plantation Fire Station # 6.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening Date: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Mandatory Pre-Bid/Site Visit Meetings:
  - Location: 11050 West Sunrise Boulevard**,** Plantation, FL 33322
  - Time: 11:00 AM to 12:00 PM
  - Dates: October 10, 2024 or October 24, 2024

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), **hereby attests under penalty of perjury that:**

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, **entitled "Human Trafficking".**

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

C. Itkwitt
Witness

A. Luciano
Witness

Corporate Seal (Where appropriate)

Payne
(Authorized Signature in Ink or Electronic)

Jerome Payne
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/2/2024
(Date Signed)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of December, 20 24, by Jerome Payne, as President for Coast to Coast Garage Door, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Tamaine Thomas My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. COMPENSATION

6.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

6.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

7. GUARANTEES

7.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.



8. EXAMINATION OF BID DOCUMENTS AND SITE

8.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

8.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

8.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

9. INTERPRETATIONS AND ADDENDA

9.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

10. SUBMISSION OF BIDS

10.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

12. OPENING OF BIDS

12.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. AWARD OF CONTRACT

13.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

13.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

13.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

14. INDEMNITY

14.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

14.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

14.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. QUALIFICATIONS OF BIDDERS

15.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

15.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

15.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Work shall be undertaken by a Licensed General Contractor with minimum of five (5) years of commercial installation in similar Projects within the State of Florida. Bidder or Bidder's subcontractor(s) must be a certified installer by the manufacturer of any proposed material/equipment/products. In addition, Bidder must demonstrate the ability and experience necessary for this project. Contractor shall submit the following:

- State License for qualifying individual(s) or Broward County Certificate of Competency and State Registration.
- Broward County Local Business Tax (formerly known as Broward County Occupational License) or Home County Occupational License, if other than Broward.

15.4 List of three (3) projects completed in the last five (5) years of similar complexity to this project. Description of projects shall include:
Name of project
Location
City's name, address and business phone number
Scope of work and contract amount

16. BID SECURITY

16.1. **An original bid bond is required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

16.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

16.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar

day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

16.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

16.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

17.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

18. LIQUIDATED DAMAGES

18.1. City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **$750.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **$1,000.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

19. SCHEDULE OF VALUES

19.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

20. CONTRACT TIMELINE

20.1. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

21. CONTRACT SECURITY

21.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**CITY OF PLANTATION**
**FIRE STATION # 6**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

**PRODUCT "BASIS OF DESIGN"**

**Storefront Windows and Doors**

**Products:**

ITB No 077-24 Window and

- WinDoor Estate SH-360 Single Hung
- Single Hung and CGIC SE-3550 Entry Door
- Architectural Louvers E6WF – 6" Deep 45 Degree Hurricane Duty WDR Blade Extruded Aluminum Stationary Louver with internal bird/insect screen AND High-Performance 3-Coat Fluoropolymer finish in compliance with AAMA 2605

**Specifications:**

- Frames: AAMA 2605 Black Finish (Kynar or equal)
- Glass: Clear, Insulated Laminated (Solar Ban 70 or equal)
- Mullions: to match existing window layout
- Entry Door Sill: ADA Compliant

**Window and Louver Openings:**

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work.
- All quantities are to be field verified by the CONTRACTOR as part of scope of work.

**Door Openings**

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work
- All quantities are to be field verified by the CONTRACTOR as part of scope of work
- Miami-Dade protocols: Louver design shall pass the following tests.
    - PA 201-94 Large Missile Impact.
    - PA 202-94 Uniform Pressure (for ±150 psf wind load).
    - PA 203-94 Cyclic Wind Pressure.

**Warranty Period**

- Frame Coverage – Five (5) Years
- Hardware, Screens and Moving Parts – Three (3) Years
- Insulating Laminated Glass – Five (5) Years
- Stress Cracks – One (1) Year
- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the

date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**Apparatus Bay Doors**

**Products: (Basis of Design)**

- New Best Rolling Doors, Inc. Motorized Steel Roll-Up Door LMI/HVHZ FL19-1015.15 or Equivalent. Motorized roll up bay doors are to be equipped with automatic and push button door openers; obstacle sensors and 24 gauge or thicker coil hoods. Roll-up doors shall be capable of 24" per second up travel and 15" per second down travel. All roll-up doors are to meet Florida Building Code Impact and Wind ratings for essential facilities.

- Apparatus Bay Doors shall have Miami-Dade County Product Approval for Large Missile Impact. Contractor shall submit fully detailed Engineered shop drawings with product approval.

- Provide electrical wiring and door operating controls conforming to the applicable requirements of NFPA 70. Electric door-operator assemblies need to be the sizes and capacities recommended and provided by the door manufacturer for specified doors. Furnish complete assemblies with electric motors and factory pre-wired motor controls, sensors, starters, gear reduction units, solenoid operated brakes, clutch, remote-control stations, manual and automatic control devices and accessories as required for proper operation of the doors.

- Provide a manual operator of chain-gear mechanism with release clutch to permit manual operation of the doors in case of power failure. Arrange the emergency manual operator so that it may be put into and out of operation from floor level and its use does not affect the adjustment of the limit switches. Provide an electrical or mechanical device that automatically disconnects the motor from the operating mechanism when the emergency manual operating mechanism is engaged. Provide full weather stripping; 3 point compressible vinyl gasket bottom seal, extending into guides, vinyl strip guide seals against facia side of curtain, neoprene/rayon baffle at hood to impede air flow/water intrusion above coil and nylon brush lintel seal fitted at door header to impede air flow/water intrusion.

- Warranty: Five years from date of Substantial Completion against defects in material and workmanship.

- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Maintenance: Submit for CITY's consideration and acceptance of a maintenance service agreement for motorized roll-up doors.

**Manufacturer Qualifications:**

Alternate manufactures would be considered but must meet or exceed "Basis of Design" and design intent. All proposed alternates are to be submitted to the City with all appropriate complete documentation and comparisons showing the alternate products meet or exceed basis of design with bid submittal. The City shall have sole discretion as pertains to final approval and acceptance of all equal/alternate products/equipment/materials.

**General Requirements:**

- The City's budget for this project is $937,932.00

- Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

    - Americans with Disabilities Act (ADA)
    - Florida Building Code Accessibility
    - Florida Building Code
    - National Fire Protection Association (NFPA)
    - Florida Fire Prevention Code (FFPC)
    - City of Plantation Code of Ordinances

- The quality of all materials must meet the highest standards, and must be installed using best practices of the construction industry. The method of window removal shall allow for the removal of only as many windows from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

- CONTRACTOR shall be responsible for all permit submissions, fees, and associated building construction cost.

- CONTRACTOR is responsible for all submissions and fees associated with Planning Boards, City Commission approvals, and any County or State approval processes if applicable.

- Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 to complete the project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of legally by contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Plantation waste containers.

- CONTRACTOR shall coordinate with the City for utilizing which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, portable toilet facilities, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. CONTRACTOR shall coordinate the flow of work with the CITY and Fire Department in order to maintain a fully operations facility at all times during the course of the project.

- CONTRACTOR shall insure that all safety measures are maintained throughout the duration of construction.

- CONTRACTOR is responsible for all demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 windows and doors replacement project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of by contractor utilizing the City's franchised solid waste contractor.

- CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- CONTRACTOR shall be responsible for inspecting and examining the site to understand the complete project prior to submitting a bid proposal.

- **The City's schedule for this project is 180 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, a Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities.

- **The City's schedule for this project is 210 days** from Notice to Proceed to final completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- All work for this project must be **completed within 210 days** from the start of when the Notice to Procced is issued, unless a different time is specifically agreed upon for that particular order, by the City of Plantation Contract Administrator.

The CONTRACTOR shall demonstrate good project management practices. Among these practices, the CONTRACTOR firm shall demonstrate clear and effective communication with the City of Plantation and respective staff, outside permitting agencies, and the involved parties. The CONTRACTOR shall demonstrate efficient and effective management of time, resources, and documentation.

The City enforces Section 16-2 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

The CONTRACTOR shall, at its expense, as requested by Project Manager, attend any and all meetings called by Project Manager to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Project Manager or designee with typed minutes of each meeting distributed to all attendees within three (3) days of the meeting.

CONTRACTOR shall comply with and shall cooperate with Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building is fully occupied and will be operational during the window, door, roll-up door and louver replacement. The safety and operation of City functions shall take priority over all matters. Disruption of City services shall not be allowed.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Work site or who may be affected by the Work.

**Permit Fees**

Payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance permit fee amount shown on the Bid Schedule is an estimate of permit fees required for the project and is cost pass through item. The CITY will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the CITY will be paid as part of this bid item.

**Language Proficiency**

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Coast to Coast Garage Door LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** $610,124.81 |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** 729,242.17 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: COAST TO COAST GARAGE DOOR LLC
Legal Status: LIMITED LIABILITY COMPANY
Address: 10501 NW 50TH STREET, SUITE 106
SUNRISE, FL 33351

SURETY:
Name: GREAT MIDWEST INSURANCE COMPANY
Legal Status: CORPORATION
Principal place of Business: 800 GESSNER ROAD, SUITE 600
HOUSTON, TX 77024

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ FIVE PERCENT OF AMOUNT BID (5%)

PROJECT:
WINDOWS AND DOORS REPLACEMENT - FIRE STATION #6 Name, Location, Project Title
11050 W SUNRISE BLVD, PLANTATION, FL 33322 - ITB NO. 077-24

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: DECEMBER 10, 2024.

COAST TO COAST GARAGE DOOR LLC
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) JOHN W. CHARLTON, ATTORNEY-IN-FACT

GREAT MIDWEST INSURANCE COMPANY
(Name of Surety)

# POWER OF ATTORNEY

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

John W. Charlton, D.W. Matson, III

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

**GREAT MIDWEST INSURANCE COMPANY**

BY _____

Mark W. Haushill
President

## ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____

Christina Bishop
Notary Public

## CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 10TH Day of DECEMBER, 2024.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____

Leslie K. Shaunty
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

# GUARANTEE OF BID PROPOSAL

Name of Company: Coast to Coast Garage Door LLC

Street Address: 10501 NW 50 St Ste 106

Sunrise (City) FL (State) 33351 (Zip)

Mailing Address: P.O. BOX 590929 Tamarac FL 33359

Phone No.: 954-653-1600 Fax#: 954-840-9257

Email Address: admin@c2cdoors.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 80-0896999

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____ Witness

_____ (Authorized Signature in Ink or Electronic)

_____ Witness

Jerome Payne (Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President (Printed Title of Above Signer)

12/09/2024 (Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jerome Payne, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. IB Type text here Station 6 windows door replacement.

Addenda Numbers Received:

1

2

3

4

5

6

7

AUTHORIZED SIGNATURE: JPayne

PRINTED NAME OF ABOVE: Jerome Payne

TITLE OF ABOVE: President

COMPANY NAME: Coast to Coast Garage Door LLC

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)



On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 2nd day of December, 2024, before me, the undersigned authority, personally appeared Jerome Payne, to me known to be the individual described in and who executed the foregoing instrument as President of Coast to Coast Garage Door a _____ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative JPayne

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Tamaine Thomas (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

NOTARY PUBLIC STATE OF FLORIDA
TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Coast to Coast Garage Door LLC

NAME: Jerome Payne

ADDRESS: 10501 NW 50 St Suite 106 Sunrise, FL 33351

TELEPHONE NO.: 954-653-1600

FAX NO.: 954-840-9257

EMAIL ADDRESS: admin@c2cdoors.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Coast to Coast Garage Door LLC

   The address of the principal place of business is: 10501 NW 50 St Suite 106 Sunrise, FL 33351

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: 11

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Elite Restoration Corp - Aaron Sautman - 1521 Alton Road #635 Miami Beach FL 33139- 800-603-1569

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Forklift, scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

| | |
|---|---|
| _____ | _____ |
| Witness | (Authorized Signature in Ink) |
| _____ | Jerome Payne |
| Witness | (Printed Name of Above Signer) |
| | President |
| Corporate Seal (Where appropriate) | (Printed Title of Above Signer) |
| | 12/9/2024 |
| | (Date Signed) |

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Coast to Coast Garage Door LLC

1. PROJECT: Overhead Door Replacement DATE: _____

   LOCATION: Palm Beach County Fires Stations

   _____

   _____

OWNER REPRSENTATIVE: Name: Gus Arnold

Title: Project Manager 561-233-0275

Email: aiarnold@pbcgov.org

2. PROJECT: Install Overhead Bi-Fold Doors DATE: _____

   LOCATION: City of North LauderdaleFire stations

   _____

   _____

OWNER REPRSENTATIVE: Name: David Sweet

Title: Fire Chief 954-597-4763

Email: dsweet@nlauderdale.org

3. PROJECT: State Contracting DATE: _____

   LOCATION: Oakland Park FS 87 Door installation

   Oakland Park FL

   _____

OWNER REPRSENTATIVE: Name: Timothy Laltoo

Title: Assistant project manager - 954-923-4747 x 124

Email: tlaltoo@statecontracting.com

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Windor and door replacement.

2. This sworn statement is submitted by Coast to Coast Garage Door LLC (entity submitting sworn statement), whose business address is 10501 NW 50 St Suite 106 Sunrise, FL 33351 and its Federal Employer Identification Number (FEIN) is 80-0896999. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Jerome Payne (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

## PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/2/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2nd Day of December, 2024, by Jerome Payne, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Tamaine Thomas
Notary Public, State at large
My Commission Expires: July 11, 2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

C. Hewitt
Typed name:

A. Luciano
Typed name:

**BIDDER:**

By: Jerome Payne
Name: Jerome Payne
Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/2/2024 (*date*) by Jerome Payne who is personally known to me or who has produced _____ as identification.

My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

NOTARY PUBLIC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

| | |
|---|---|
| Signature: J Payne | Jerome Payne<br>Printed Name |
| Coast to Coast Garage Door LLC<br>Bidder Name | 12/09/2024<br>Date |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| **WITNESS** | **CONTRACTOR** J Payne |
| **DATE** | **CITY OF PLANTATION** |

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) 12/12/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

ITB No 077-24 Window and

PRODUCER

American Underwriters
Miami, FL 33166

CONTACT NAME: **Agent Name**

(A/C, No, Ext):

FAX (A/C, No):

| Agent CONTACT INFORMATION | NAIC # |
|---|---|
| INSURER A : | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |

INSURED **Any-Business**
1101 Easy St
MIAMI, FL 33131

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-C JECT LO | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR CLAIMS- | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | X | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ? | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EAEMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

**City OF Plantation**
**400 NW 73rd AVENUE**
**PLANTATION, FL 33317**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE

**8696**

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Coast to Coast Garage Door LLC
_____
Company's Name

J Payne
_____
Authorized Representative Signature

Jerome Payne
_____
Print Name and Title

12/09/2024
_____
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Coast to Coast Garage Door **Date:** 12/09/2024

**Base Bid Total:** $729,242.17

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☒ Bidders Certification

☒ Registered as a City of Plantation Vendor

☒ Bid Form

☐ Signed General Terms and Provisions

☒ Addendums (if any)

☐ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☒ References

☒ Public Entity Crimes Forms

☒ Drug Free Workplace Form

☒ Hazard Mitigation Grant Program Requirement Form

☐ Corporate Resolution Form

☒ Bid Bond Form

☐ Certificate of Insurance Requirements Form

☐ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: JPayne Printed Name: Jerome Payne

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

ITB No. 077-24; Windows and Doors replacement

Type text here

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Oast to Coast Garage Door LLC

By (sign): JPayne

Print Name: Jerome Payne

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/2/24 (*date*) by Jerome Payne (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of Coast to Coast (*name of company acknowledging*), a FL (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 6 ("Project")**
**Agreement No. 077-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 6".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL** *Equipment, Removal, Delivery, Assembly, and Installation* ***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 077-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 **CONTRACTOR'S** RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 **OWNER'S** RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFES**SIONAL'S STATUS DURING** CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 6**
**Project No. 077-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation,

FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1046
# BETWEEN
# CITY OF PLANTATION
# AND
# THE DIVISION OF EMERGENCY MANAGEMENT
# FOR
# HAZARD MITIGATION GRANT PROGRAM (HMGP)

February 26, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-025-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1046 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:54:07 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1046

**Project Number:** 4486-025-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $803,942.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $844,138.80 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $844,138.80 |
| Federal award project description (see FFATA): | Wind Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Carole Morris
   Assistant City Administrator
   400 NW 73rd Avenue
   Plantation, FL 33317
   Telephone: 954-797-2210
   Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$803,942.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: CITY OF PLANTATION**

By: Nick Sortal

Name and Title: Nick Sortal, Mayor

Date: February 13, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:53:53 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 28-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$803,942.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #6 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-025-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #6, in Plantation, Florida 33322, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
   a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) <u>Environmental:</u>**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation.

Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-025-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $412,170.00 | $370,953.00 | $41,217.00 |
| Labor: | $274,960.00 | $247,464.00 | $27,496.00 |
| Fees: | $206,139.00 | $185,525.10 | $20,613.90 |
| **Initial Agreement Amount:** | **$893,269.00** | **$803,942.10** | **$89,326.90** |
| ***Contingency Funds: | $44,663.00 | $40,196.70 | $4,466.30 |
| **Project Total:** | **$937,932.00** | **$844,138.80** | **$93,793.20** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $44,663.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $844,138.80 | (90.00%) |
| Non-Federal Share: | $93,793.20 | (10.00%) |
| **Total Project Cost:** | **$937,932.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
| | | | | | |
| 5 | | | | | |
| | | | | | |
| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] **ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example**<br>**ADMINISTRATIVE COSTS**<br>**(Include Secondary Administration.)** | |
| **For example**<br>**PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

## QUARTERLY REPORT FORM

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

## Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | |
| Signature: | Nick Sortal |
| Title: | Mayor |
| Date: | 2/14/2024 |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Coast to Coast Garage Door LLC

Vendor FEIN: 80-0896999

Vendor's Authorized Representative Name and Title: Jerome Payne President

Address: 10521 NW 50th St Suite 106

City: Sunrise State: FL Zip: 33351

Phone Number: 9546531600

Email Address: Admin@ezcdoors.com

Certified By: Payne
AUTHORIZED SIGNATURE

Print Name and Title: Jerome Payne President

Date: 12/10/2024

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## BROWN, NEVILLE HUGH

COAST TO COAST GARAGE DOOR LLC
10501 NW 50TH ST
SUITE 106
SUNRISE FL 33351

**LICENSE NUMBER: CGC1523690**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

0880

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818.814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

8864

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the **mandatory pre-bid conference, if applicable** to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Coast to Coast Garage Door LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 610,124.81 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 729,242.17 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

8869

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

8870

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

8872

Plantation
the grass is greener

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

8873

Plantation
the grass is greener

# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature J Payne

Jerome Payne
Printed Name

Coast to Coast Garage Door LLC
Bidder Name

12/09/2024
Date

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), **hereby attests under penalty of perjury that:**

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

C. Ilkewitt
Witness

A. Luciano
Witness

Corporate Seal (Where appropriate)

Payne
(Authorized Signature in Ink or Electronic)

Jerome Payne
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/2/2024
(Date Signed)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of December, 20 24, by Jerome Payne, as President for Coast to Coast Garage Door, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Tamaine Thomas My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| | |

**Witnesses:**

C Hewitt
Typed name:

A. Luciano
Typed name:

**BIDDER:**

By: JPayne
Name: Jerome Payne
Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12/2/2024 (*date*) by Jerome Payne who is personally known to me or who has produced _____ as identification.

My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

NOTARY PUBLIC

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Coast to Coast Garage Door **Date:** 12/09/2024

**Base Bid Total:** $729,242.17

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☒ Bidders Certification

☒ Registered as a City of Plantation Vendor

☒ Bid Form

☐ Signed General Terms and Provisions

☒ Addendums (if any)

☐ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☒ References

☒ Public Entity Crimes Forms

☒ Drug Free Workplace Form

☒ Hazard Mitigation Grant Program Requirement Form

☐ Corporate Resolution Form

☒ Bid Bond Form

☐ Certificate of Insurance Requirements Form

☐ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

| |
|---|
| |

Signature: JPayne Printed Name: Jerome Payne

8888

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the **mandatory pre-bid conference, if applicable** to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Coast to Coast Garage Door, LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 610,124.81 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 729,242.17 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Windor and door replacement.

2. This sworn statement is submitted by Coast to Coast Garage Door LLC (entity submitting sworn statement), whose business address is 10501 NW 50 St Suite 106 Sunrise, FL 33351 and its Federal Employer Identification Number (FEIN) is 80-0896999. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Jerome Payne (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

**8890**

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jerome Payne
(Signature)

12/2/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2nd Day of December, 2024, by Jerome Payne, who is ~~personally known to me~~ or who has produced _____ as identification.

NOTARY SEAL

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Tamaine Thomas
Notary Public, State at large
My Commission Expires: July 11, 2027

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Coast to Coast Garage Door LLC

1. PROJECT: Overhead Door Replacement DATE: _____

   LOCATION: Palm Beach County Fires Stations

   _____

   _____

OWNER REPRSENTATIVE: Name: Gus Arnold

Title: Project Manager 561-233-0275

Email: aiarnold@pbcgov.org

2. PROJECT: Install Overhead Bi-Fold Doors DATE: _____

   LOCATION: City of North LauderdaleFire stations

   _____

   _____

OWNER REPRSENTATIVE: Name: David Sweet

Title: Fire Chief 954-597-4763

Email: dsweet@nlauderdale.org

3. PROJECT: State Contracting DATE: _____

   LOCATION: Oakland Park FS 87 Door installation

   Oakland Park FL

   _____

OWNER REPRSENTATIVE: Name: Timothy Laltoo

Title: Assistant project manager - 954-923-4747 x 124

Email: tlaltoo@statecontracting.com

# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| TAFUR CORP-BCC | IXPISOM M | | VP | 786 781-0600 | EGM.TAFUR@GMAIL.COM |
| Hartzell | mike Goodwin | | P. D | 954-658-0515 | mgoodwin@myhartzell.com |
| PRESCO SOUTH CONSTRUCTION | RHONNY ALEX | | PM | 954 997 3714 | PSC@PRESCOSOUTH.COM |
| ARZ Builders Inc | GEORGE JAUDE | | Pres. | 561 2399923 | george@ARZBuilders.com |
| TEQUESTA Construction | Hileidys VALES | | OP | 786 226 4476 | MVALES@TEQUESTACONSTRUCTION.COM |
| BHP Windows | Yasmany | | P | 786 371 3126 | yasmany@bhpwindows.com |

## WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this Site Visit sign in form, I hereby waive, release, and indemnify the City of Plantation, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for City **ITB # 077-24**. By signing this form and as a participant in this Site Visit I affirm that I am physically able to participate in the City of Plantation's prebid Site Visit. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin.

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**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| J&JC CONSTRUCTION | JOSE CAPELLAN JR. | | PM | (954)439-0885 | jcapellan@jjcconstruction.net |
| Adal FGC | Benact Berhow | | PM | 786-208-3493 | berhon1953@gmail |
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**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| Coast to Coast Garage Doors | Jerome Payne | | | 954 607 9054 | JPayne@C2Cgaragedoors.com |
| A1 Property Services | Geo Madruga Lucas Rodriguez | | | 786-714-4416 | geo@a1propertyservices.net |
| Aarya construction & design | Nicholas/Eric Sami | | | 786-267-7436 | eric@aaryaconstruction.com Nick@aaryaconstruction.com |
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**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| DEKORA, LLC | Mauricio Alegro | | VP | (786) 573-1872 | Dekorallc@gmail.com |
| Services one | Fdo. Zapata | | Pres | 617-602-0553 | Servicesone4@gmail.com |
| SFL Property Maintenance Corp | Armando Figueruello | | Owner | (786) 362 4574 | armando@SFL-Propertymaintenance.com |
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**WAIVER AND RELEASE OF LIABILITY**

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**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| VPR construction | Andy R | Andy R | V.P | 754-204-3610 | andy@VPRconstructioncorp.com |
| South Florida Win + Doors | B | Brandon Rodemm | Res Div Dir | (954) 914-2679 | Brandon@myflwindows.com |
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# SIGN-IN SHEET

**Mandatory Site Visit**
**Project: ITB No. 077-24; Windows and Doors Replacement – Fire Station #6**
**Date: October 16, 2024 @ 11:00AM**

| Company | Name | Signature | Title | Phone | Email |
|---|---|---|---|---|---|
| Atlas Door & Gate Inc | Lazaro Diaz | | President | 305 463 9218 | Atlas12yor@gmail.com |
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# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Coast to Coast Garage Door LLC

NAME: Jerome Payne

ADDRESS: 10501 NW 50 St Suite 106 Sunrise, FL 33351

TELEPHONE NO.: 954-653-1600

FAX NO.: 954-840-9257

EMAIL ADDRESS: admin@c2cdoors.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Coast to Coast Garage Door LLC

   The address of the principal place of business is: 10501 NW 50 St Suite 106 Sunrise, FL 33351

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: 11

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Elite Restoration Corp - Aaron Sautman - 1521 Alton Road #635 Miami Beach FL 33139- 800-603-1569

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Forklift, scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

| | |
|---|---|
| _____ | _____ |
| Witness | (Authorized Signature in Ink) |
| _____ | Jerome Payne |
| Witness | (Printed Name of Above Signer) |
| | President |
| Corporate Seal (Where appropriate) | (Printed Title of Above Signer) |
| | 12/9/2024 |
| | (Date Signed) |

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# CITY OF PLANTATION

Plantation
the grass is greener®

## INVITATION TO BID

# ITB NO. 077-24

"**Windows and Doors Replacement – Fire Station # 6**"

BID OPENING DATE: **December 10, 2024**

BID OPENING TIME: **11:00AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 10, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 24, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

**BID REQUIREMENTS**

BID BOND – REQUIRED (5%)

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – REQUIRED (100%)

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CARLOS MARMOLEJOS

EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG

PHONE NUMBER: (954) 414-7842

**PROCUREMENT DEPARTMENT**

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

***Supplemental Forms***

Agreement

General Conditions

Final Payment Waiver

Final Receipt and Release

Progress Payment Waiver of Claim

Public Construction Bond

Exhibit A – FEMA Executed Agreement

**CITY OF PLANTATION**

**INVITATION TO BID**

**ITB NO. 077-24**

**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

**CITY OF PLANTATION**

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, DECEMBER 10, 2024.** BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/.

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

**GENERAL DESCRIPTION OF SCOPE OF SERVICES:**

- THE CITY IS REQUESTING PROPOSALS FOR THE COMPLETE REPLACEMENT OF EXISTING EXTERIOR WINDOWS, DOORS AND LOUVERS AT THE CITY OF PLANTATION FIRE STATION # 6.

MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 10, 2024**
MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 24, 2024**
MANDATORY PRE-BID MEETING TIME: **11:00 AM to 12:00 PM**
MANDATORY PRE-BID MEETING LOCATION**: 11050 West Sunrise Boulevard, Plantation, FL 33322**

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO CARLOS MARMOLEJOS, PROCUREMENT AGENT, 400 NW 73 AVENUE PLANTATION, FLORIDA. CARLOS MARMOLEJOS CAN BE REACHED AT 954-414-7842, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: CMARMOLEJOS-ROSARIO@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

# NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids for **Replacement of the existing exterior Windows, Doors, and Louvers for Fire Station # 6**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the complete replacement of existing exterior Windows, Doors, and Louvers at the City of Plantation Fire Station # 6.**

Bid Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

**Important Time(s) and Date(s):**

- Bid Opening Date: December 10, 2024 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

- Mandatory Pre-Bid/Site Visit Meetings:
  - Location: 11050 West Sunrise Boulevard**,** Plantation, FL 33322
  - Time: 11:00 AM to 12:00 PM
  - Dates: October 10, 2024 or October 24, 2024

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Agent, Carlos Marmolejos**, 400 NW 73rd Avenue, Plantation Florida 33317. Carlos Marmolejos can be reached at 954-414-7842, Monday through Friday, 8AM to 4:30PM, Email: cmarmolejos-rosario@plantation.org.

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

**Bids must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.**

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the bid/proposal form.

C. Failure to properly complete bid/proposal.

D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

F. Omission of bid security (if required).

G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.

B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.

2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,

    b. The Bidder's compliance record with contract general conditions on other projects,

    c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,

    e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.

9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.

    c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

    d. Whether Bidder's contract on other projects has ever been terminated.

e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Carlos Marmolejos, Procurement Agent
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: cmarmolejos-rosario@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 18 of the Instructions to Bidders contains Liquidated Damages provision.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**
**400 NW 73 AVENUE**
**PLANTATION, FL 33317**
**(954) 797-2237**
**ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), **hereby attests under penalty of perjury that:**

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, **entitled "Human Trafficking".**

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

C. Itkwitt
Witness

A. Luciano
Witness

Corporate Seal (Where appropriate)

Payne
(Authorized Signature in Ink or Electronic)

Jerome Payne
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12/2/2024
(Date Signed)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of December, 20 24, by Jerome Payne, as President for Coast to Coast Garage Door, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Tamaine Thomas My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents

1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. COMPENSATION

6.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

6.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

7. GUARANTEES

7.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.



8. EXAMINATION OF BID DOCUMENTS AND SITE

8.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

8.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

8.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

9. INTERPRETATIONS AND ADDENDA

9.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

9.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

10. SUBMISSION OF BIDS

10.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

11. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

12. OPENING OF BIDS

12.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. AWARD OF CONTRACT

13.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

13.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

13.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

14. INDEMNITY

14.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

14.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

14.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. QUALIFICATIONS OF BIDDERS

15.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

15.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

15.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Work shall be undertaken by a Licensed General Contractor with minimum of five (5) years of commercial installation in similar Projects within the State of Florida. Bidder or Bidder's subcontractor(s) must be a certified installer by the manufacturer of any proposed material/equipment/products. In addition, Bidder must demonstrate the ability and experience necessary for this project. Contractor shall submit the following:

- State License for qualifying individual(s) or Broward County Certificate of Competency and State Registration.
- Broward County Local Business Tax (formerly known as Broward County Occupational License) or Home County Occupational License, if other than Broward.

15.4 List of three (3) projects completed in the last five (5) years of similar complexity to this project. Description of projects shall include:
Name of project
Location
City's name, address and business phone number
Scope of work and contract amount

16. BID SECURITY

16.1. **An original bid bond is required for this bid**. The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

16.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.

16.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar

day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

16.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

16.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

17. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

17.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

18. LIQUIDATED DAMAGES

18.1. City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **$750.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **$1,000.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

19. SCHEDULE OF VALUES

19.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

20. CONTRACT TIMELINE

20.1. The work will be **substantially completed within 180 calendar days** and **finally completed within 210 calendar days** after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

21. CONTRACT SECURITY

21.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

**END OF SECTION**

# EXHIBIT “A”

# SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

**CITY OF PLANTATION**
**FIRE STATION # 6**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

**PRODUCT "BASIS OF DESIGN"**

**Storefront Windows and Doors**

**Products:**

ITB No 077-24 Window and

- WinDoor Estate SH-360 Single Hung
- Single Hung and CGIC SE-3550 Entry Door
- Architectural Louvers E6WF – 6" Deep 45 Degree Hurricane Duty WDR Blade Extruded Aluminum Stationary Louver with internal bird/insect screen AND High-Performance 3-Coat Fluoropolymer finish in compliance with AAMA 2605

**Specifications:**

- Frames: AAMA 2605 Black Finish (Kynar or equal)
- Glass: Clear, Insulated Laminated (Solar Ban 70 or equal)
- Mullions: to match existing window layout
- Entry Door Sill: ADA Compliant

**Window and Louver Openings:**

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work.
- All quantities are to be field verified by the CONTRACTOR as part of scope of work.

**Door Openings**

- All openings and sizes are to be field verified by the CONTRACTOR as part of scope of work
- All quantities are to be field verified by the CONTRACTOR as part of scope of work
- Miami-Dade protocols: Louver design shall pass the following tests.
    - PA 201-94 Large Missile Impact.
    - PA 202-94 Uniform Pressure (for ±150 psf wind load).
    - PA 203-94 Cyclic Wind Pressure.

**Warranty Period**

- Frame Coverage – Five (5) Years
- Hardware, Screens and Moving Parts – Three (3) Years
- Insulating Laminated Glass – Five (5) Years
- Stress Cracks – One (1) Year
- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the

date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**Apparatus Bay Doors**

**Products: (Basis of Design)**

- New Best Rolling Doors, Inc. Motorized Steel Roll-Up Door LMI/HVHZ FL19-1015.15 or Equivalent. Motorized roll up bay doors are to be equipped with automatic and push button door openers; obstacle sensors and 24 gauge or thicker coil hoods. Roll-up doors shall be capable of 24" per second up travel and 15" per second down travel. All roll-up doors are to meet Florida Building Code Impact and Wind ratings for essential facilities.

- Apparatus Bay Doors shall have Miami-Dade County Product Approval for Large Missile Impact. Contractor shall submit fully detailed Engineered shop drawings with product approval.

- Provide electrical wiring and door operating controls conforming to the applicable requirements of NFPA 70. Electric door-operator assemblies need to be the sizes and capacities recommended and provided by the door manufacturer for specified doors. Furnish complete assemblies with electric motors and factory pre-wired motor controls, sensors, starters, gear reduction units, solenoid operated brakes, clutch, remote-control stations, manual and automatic control devices and accessories as required for proper operation of the doors.

- Provide a manual operator of chain-gear mechanism with release clutch to permit manual operation of the doors in case of power failure. Arrange the emergency manual operator so that it may be put into and out of operation from floor level and its use does not affect the adjustment of the limit switches. Provide an electrical or mechanical device that automatically disconnects the motor from the operating mechanism when the emergency manual operating mechanism is engaged. Provide full weather stripping; 3 point compressible vinyl gasket bottom seal, extending into guides, vinyl strip guide seals against facia side of curtain, neoprene/rayon baffle at hood to impede air flow/water intrusion above coil and nylon brush lintel seal fitted at door header to impede air flow/water intrusion.

- Warranty: Five years from date of Substantial Completion against defects in material and workmanship.

- All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of two (2) year from the date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Maintenance: Submit for CITY's consideration and acceptance of a maintenance service agreement for motorized roll-up doors.

**Manufacturer Qualifications:**

Alternate manufactures would be considered but must meet or exceed "Basis of Design" and design intent. All proposed alternates are to be submitted to the City with all appropriate complete documentation and comparisons showing the alternate products meet or exceed basis of design with bid submittal. The City shall have sole discretion as pertains to final approval and acceptance of all equal/alternate products/equipment/materials.

**General Requirements:**

- The City's budget for this project is $937,932.00

- Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

    - Americans with Disabilities Act (ADA)
    - Florida Building Code Accessibility
    - Florida Building Code
    - National Fire Protection Association (NFPA)
    - Florida Fire Prevention Code (FFPC)
    - City of Plantation Code of Ordinances

- The quality of all materials must meet the highest standards, and must be installed using best practices of the construction industry. The method of window removal shall allow for the removal of only as many windows from the building and premises as can be replaced during the course of a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

- CONTRACTOR shall be responsible for all permit submissions, fees, and associated building construction cost.

- CONTRACTOR is responsible for all submissions and fees associated with Planning Boards, City Commission approvals, and any County or State approval processes if applicable.

- Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 to complete the project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of legally by contractor. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Plantation waste containers.

- CONTRACTOR shall coordinate with the City for utilizing which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, portable toilet facilities, and any other necessary materials/equipment needed, etc. to successfully complete the project scope. CONTRACTOR shall coordinate the flow of work with the CITY and Fire Department in order to maintain a fully operations facility at all times during the course of the project.

- CONTRACTOR shall insure that all safety measures are maintained throughout the duration of construction.

- CONTRACTOR is responsible for all demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Plantation Fire Station # 6 windows and doors replacement project. Removed project shutters, windows, doors and all removed materials to be hauled off and disposed of by contractor utilizing the City's franchised solid waste contractor.

- CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

- CONTRACTOR shall be responsible for inspecting and examining the site to understand the complete project prior to submitting a bid proposal.

- **The City's schedule for this project is 180 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, a Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities.

- **The City's schedule for this project is 210 days** from Notice to Proceed to final completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this Agreement, final completion shall mean the issuance of final payment.

- All work for this project must be **completed within 210 days** from the start of when the Notice to Procced is issued, unless a different time is specifically agreed upon for that particular order, by the City of Plantation Contract Administrator.

The CONTRACTOR shall demonstrate good project management practices. Among these practices, the CONTRACTOR firm shall demonstrate clear and effective communication with the City of Plantation and respective staff, outside permitting agencies, and the involved parties. The CONTRACTOR shall demonstrate efficient and effective management of time, resources, and documentation.

The City enforces Section 16-2 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

The CONTRACTOR shall, at its expense, as requested by Project Manager, attend any and all meetings called by Project Manager to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Project Manager or designee with typed minutes of each meeting distributed to all attendees within three (3) days of the meeting.

CONTRACTOR shall comply with and shall cooperate with Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building is fully occupied and will be operational during the window, door, roll-up door and louver replacement. The safety and operation of City functions shall take priority over all matters. Disruption of City services shall not be allowed.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Work site or who may be affected by the Work.

**Permit Fees**

Payment for permit fees will be based upon the actual permit fees required by the CONTRACTOR from the various agencies having jurisdiction for construction of the project, all in accordance with the Contract Documents. The allowance permit fee amount shown on the Bid Schedule is an estimate of permit fees required for the project and is cost pass through item. The CITY will reconcile the actual cost with the CONTRACTOR by change order. The CONTRACTOR shall produce documentation upon request verifying actual cost. Only permit fees substantiated and approved by the CITY will be paid as part of this bid item.

**Language Proficiency**

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Coast to Coast Garage Door LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** $610,124.81 |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | **$** 729,242.17 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***The City's Budget for this project is 937,932.00.**

# BID BOND

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. N/A

CONTRACTOR:
Name: COAST TO COAST GARAGE DOOR LLC
Legal Status: LIMITED LIABILITY COMPANY
Address: 10501 NW 50TH STREET, SUITE 106
SUNRISE, FL 33351

SURETY:
Name: GREAT MIDWEST INSURANCE COMPANY
Legal Status: CORPORATION
Principal place of Business: 800 GESSNER ROAD, SUITE 600
HOUSTON, TX 77024

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ FIVE PERCENT OF AMOUNT BID (5%)

PROJECT:
WINDOWS AND DOORS REPLACEMENT - FIRE STATION #6 Name, Location, Project Title
11050 W SUNRISE BLVD, PLANTATION, FL 33322 - ITB NO. 077-24

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: DECEMBER 10, 2024.

COAST TO COAST GARAGE DOOR LLC
(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) JOHN W. CHARLTON, ATTORNEY-IN-FACT

GREAT MIDWEST INSURANCE COMPANY
(Name of Surety)

# POWER OF ATTORNEY

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

John W. Charlton, D.W. Matson, III

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

## ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

## CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 10TH Day of DECEMBER, 2024.

BY _____
Leslie K. Shaunty
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

# GUARANTEE OF BID PROPOSAL

Name of Company: Coast to Coast Garage Door LLC

Street Address: 10501 NW 50 St Ste 106

Sunrise (City) FL (State) 33351 (Zip)

Mailing Address: P.O. BOX 590929 Tamarac FL 33359

Phone No.: 954-653-1600 Fax#: 954-840-9257

Email Address: admin@c2cdoors.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): 80-0896999

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

_____ Witness

_____ (Authorized Signature in Ink or Electronic)

_____ Witness

Jerome Payne (Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President (Printed Title of Above Signer)

12/09/2024 (Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jerome Payne, on this 9th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. IB Type text here Station 6 windows door replacement.

Addenda Numbers Received:

1

2

3

4

5

6

7

AUTHORIZED SIGNATURE: JPayne

PRINTED NAME OF ABOVE: Jerome Payne

TITLE OF ABOVE: President

COMPANY NAME: Coast to Coast Garage Door LLC

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF_____)

SS

COUNTY OF_____)



On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 2nd day of December, 2024, before me, the undersigned authority, personally appeared Jerome Payne, to me known to be the individual described in and who executed the foregoing instrument as President of Coast to Coast Garage Door a _____ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative JPayne

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Tamaine Thomas (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ✓ or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

NOTARY PUBLIC STATE OF FLORIDA

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Coast to Coast Garage Door LLC

NAME: Jerome Payne

ADDRESS: 10501 NW 50 St Suite 106 Sunrise, FL 33351

TELEPHONE NO.: 954-653-1600

FAX NO.: 954-840-9257

EMAIL ADDRESS: admin@c2cdoors.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is: Coast to Coast Garage Door LLC

   The address of the principal place of business is: 10501 NW 50 St Suite 106 Sunrise, FL 33351

   The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's Name: _____
   d. Vice President's Name: _____
   e. Secretary's Name: _____
   f. Treasurer's Name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: 11

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   No

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    No

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

None

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

Elite Restoration Corp - Aaron Sautman - 1521 Alton Road #635 Miami Beach FL 33139- 800-603-1569

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Forklift, scissor lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

| | |
|---|---|
| _____ | _____ |
| Witness | (Authorized Signature in Ink) |
| _____ | Jerome Payne |
| Witness | (Printed Name of Above Signer) |
| | President |
| Corporate Seal (Where appropriate) | (Printed Title of Above Signer) |
| | 12/9/2024 |
| | (Date Signed) |

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

| **BIDDER/PROPOSAL COMPANY NAME:** | Coast to Coast Garage Door LLC |
|---|---|

1. PROJECT: Overhead Door Replacement DATE: _____

   LOCATION: Palm Beach County Fires Stations

   _____

   _____

OWNER REPRSENTATIVE: Name: Gus Arnold

Title: Project Manager 561-233-0275

Email: aiarnold@pbcgov.org

2. PROJECT: Install Overhead Bi-Fold Doors DATE: _____

   LOCATION: City of North LauderdaleFire stations

   _____

   _____

OWNER REPRSENTATIVE: Name: David Sweet

Title: Fire Chief 954-597-4763

Email: dsweet@nlauderdale.org

3. PROJECT: State Contracting DATE: _____

   LOCATION: Oakland Park FS 87 Door installation

   Oakland Park FL

   _____

OWNER REPRSENTATIVE: Name: Timothy Laltoo

Title: Assistant project manager - 954-923-4747 x 124

Email: tlaltoo@statecontracting.com

# PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Windor and door replacement.

2. This sworn statement is submitted by Coast to Coast Garage Door LLC (entity submitting sworn statement), whose business address is 10501 NW 50 St Suite 106 Sunrise, FL 33351 and its Federal Employer Identification Number (FEIN) is 80-0896999. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Jerome Payne (please print name of individual signing), and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

12/2/2024
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2nd Day of December, 2024, by Jerome Payne, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

**NOTARY PUBLIC:**

SIGN: _____

PRINT: Tamaine Thomas
Notary Public, State at large
My Commission Expires: July 11, 2027

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | | | OFFICE / POSITION HELD |
|---|---|---|---|
| MAILING ADDRESS | | | AGENCY OR ADVISORY BOARD |
| CITY | ZIP | COUNTY | ADDRESS OF AGENCY |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

## SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| | | |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

**CE FORM 4A -- REV. 1-98**

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| **NAME** | **RELATIONSHIP** |
|---|---|
| | |

**Witnesses:**

C. Hewitt
Typed name:

A. Luciano
Typed name:

**BIDDER:**

By: _____
Name: Jerome Payne
Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/2/2024 (*date*) by Jerome Payne who is personally known to me or who has produced _____ as identification.

My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

NOTARY PUBLIC

# DRUG-FREE WORKPLACE

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

| | |
|---|---|
| Signature: J Payne | Jerome Payne<br>Printed Name |
| Coast to Coast Garage Door LLC<br>Bidder Name | 12/09/2024<br>Date |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# INSURANCE REQUIREMENTS

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| | |
| Automobile Liability | |
| Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| | |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| | |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.

F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

| | |
|---|---|
| _____ | _____ |
| **WITNESS** | **CONTRACTOR** |
| _____ | _____ |
| **DATE** | **CITY OF PLANTATION** |

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY) 12/12/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

ITB No 077-24 Window and

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>(A/C, No, Ext):<br>FAX (A/C, No): |
| | Agent CONTACT INFORMATION / NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-C JECT LO | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR CLAIMS- | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | X | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ? | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EAEMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.**

**10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION**

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Coast to Coast Garage Door LLC
_____
Company's Name

_____
Authorized Representative Signature

Jerome Payne
_____
Print Name and Title

12/09/2024
_____
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Coast to Coast Garage Door **Date:** 12/09/2024

**Base Bid Total:** $729,242.17

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☐ or No ☒

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☒

**Minority Business Enterprise:** Yes ☐ or No ☒

**Submitted Forms:**

☒ Bidders Certification

☒ Registered as a City of Plantation Vendor

☒ Bid Form

☐ Signed General Terms and Provisions

☒ Addendums (if any)

☐ Bid Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Bid Checklist and Summary Form

☒ References

☒ Public Entity Crimes Forms

☒ Drug Free Workplace Form

☒ Hazard Mitigation Grant Program Requirement Form

☐ Corporate Resolution Form

☒ Bid Bond Form

☐ Certificate of Insurance Requirements Form

☐ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☒

If Yes, please list the equivalent product(s) below:

Signature: JPayne Printed Name: Jerome Payne

# CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

ITB No. 077-24; Windows and Doors replacement

Type text here

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

This _____ day of _____, 20_____.

## TO BE RETURNED WITH BID

The City intends to seek reimbursement from FEMA and/or FHWA (Florida Highway Administration) for the work describe in the associated bid/proposal documents. Consequently, the City mandates compliance from the successful Contractor regarding the following:

1. Buy American Requirements

2. 49 CFR Part 26, Disadvantage Business Enterprise Program

3. American with Disabilities Act of 1990 (ADA)

4. Convict Labor Prohibition

5. All invoices shall conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.

    a. Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices

    b. All disaster invoices shall include the location where delivered or where used, if appropriate

6. All Contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements

    a. Time Cards

    b. Daily work reports for every employee, by each separate FEMA category of work

    c. Daily equipment use, by each separate FEMA category of work

    d. List of all supplies and materials used, by each separate FEMA category of work

    e. Includes both prime and sub-contractors

7. All work must be properly grouped according to FEMA damage categories as specified in the contract

8. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract.

**9. Minority/Women’s/Labor Surplus Firms Participation**

The City of Plantation, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (a) through (e) below.

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

**10. Time and Material Contracting (if required)**

As may be necessary under this Agreement, whenever separate Time and Material contracts for any tasks not specified in this document are required, the following shall apply;

a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

b. All Time and Material contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

c. All Time and Material contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm

d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**11. Termination for Cause and Convenience**

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, to wind down all work as set forth in the Notice of Termination for Convenience, and complete any continued (non-terminated) portions of work.

**12. Equal Employment Opportunity**

A. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

**13. Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work Current as of 1-9-17 6 done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**14. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA

**15. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**17. EPA Designated Items**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

**18. Access to Records**

The following access to records requirements apply to this contract:

A. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**19. Davis-Bacon Act**

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

**20. Compliance with the Copeland "Anti-Kickback" Act.**

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Current as of 1-9-17 5.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Oast to Coast Garage Door LLC

By (sign): JPayne

Print Name: Jerome Payne

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/2/24 (*date*) by Jerome Payne (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of Coast to Coast (*name of company acknowledging*), a FL (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

TAMAINE THOMAS
MY COMMISSION # HH 420400
EXPIRES: July 11, 2027

NOTARY PUBLIC

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

# AGREEMENT

This Agreement is dated as of the _____ day of _____, in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 6 ("Project")**
**Agreement No. 077-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 6".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

Article 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the CONTRACTOR for the performance of the Work_____this total represents the following:

Construction Allowance shall not be a guaranteed payment to the CONTRACTOR and use of Construction Allowance shall be governed by Note No. 1 under this section.

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* _____

| **Item No.** | **Description** | **Total Cost** |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | **$** |
| 2 | Permit Allowance | **$22,600.00** |
| **GRAND TOTAL** *Equipment, Removal, Delivery, Assembly, and Installation* ***Per Bid Specifications** | | **$** |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Note No. 1:** The Construction Allowance shall be available for all labor, materials, equipment and services necessary for modifications or extra Work required to complete the Project due to unforeseeable conditions, changes in the scope of Work as required by the CITY, adjustments to estimated quantities shown on the Unit Prices of other items of the Proposal to conform to actual installed/completed quantities, if ordered by the CITY, or may be used to fund other Project related Work at the discretion of the CITY.

The CONTRACTOR will bill the CITY at the completion of each job for services rendered of the Work defined herein at the rates submitted in their proposal documents now made a part of this contract. Submit invoices to:

City of Plantation
Attn: Samira Shalan, Engineering Dept Director
400 NW 73th Avenue
Plantation, FL 33317

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the CITY representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the CONTRACTOR.

Progress payments and final payment provisions are contained in the Agreement Documents. The CITY shall withhold from each progress payment made to the CONTRACTOR five (5%) of the payment as retainage until the Work is completed. The balance of the final contract sum shall be due to the CONTRACTOR within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law (F.S. 218.735) shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Subcontractor Agreements and Payments: All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Agreement Documents for the benefit of the CITY. The CONTRACTOR shall be responsible for the payments to any Subcontractors including any professional fees and additional costs within fourteen (14) calendars of CITY payment to CONTRACTOR. The CITY shall not be responsible for any payments to Subcontractors. The CITY shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

Article 5 – CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

A. CONTRACTOR has familiarized themselves with the nature and extent of the Agreement Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by INDEPENDENT PROFESSIONAL in the preparation of the Drawings and Specifications and which have been identified in the Agreement Documents.

C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Agreement Price, within the Agreement Time and in accordance with other terms and conditions of the Agreement Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Agreement Documents.

E. CONTRACTOR has given INDEPENDENT PROFESSIONAL written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Agreement Documents and the written resolution thereof by INDEPENDENT PROFESSIONAL is acceptable to the CONTRACTOR.

Article 6 – RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer date and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours' notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statues (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

*See* Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statue of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties weather oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY'S convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of Work.

Article 19 – AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire agreement between CITY and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

A. Agreement

B. Notice of Award

C. General Terms and Provisions

D. Special General Conditions

E. Specifications/Scope of Work bearing the Project

F. Drawing/Plans

G. Acknowledged Addenda Numbers:

H. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award

I. Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement

J. Instructions to Bidders

K. Insurance Coverage and Bonds required by the Contract Documents

L. Signed Bid Form Containing Proposed Cost

M. Supplemental Documentation/Forms

These are no other Contract Documents than those listed above in the Article.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

Article 20 – MISCELLANEOUS

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions

B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no CITY employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the CONTRACTOR, and further, that no such CITY employee purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

C. **Termination for Non-Appropriation of Funds**: Notwithstanding any other provision of this Contract, the CITY shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the CITY's future fiscal years unless and until the City Council appropriates funds for this Contract in the CITY's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The CITY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Fiscal Year Expenditure Limits.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR: _____
_____
_____
_____

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 077-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

# AGREEMENT

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND _____have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____ CITY OF PLANTATION
April Beggerow, City Clerk

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

_____

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

# AGREEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2024 by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 2024.

My commission expires:

_____
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness:

<Insert Contractor's Name>
a Florida Limited Liability Company

_____

By: _____
<Type Name and Title>

_____
Typed Name of Witness

Witness:

_____

_____
Typed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____, _____, of _____., a _____ Company, on behalf of the Company, who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

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## ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.

1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.

1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).

1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.

1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.

1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".

1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed $35,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than $35,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the $35,000 threshold amount.

1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Day

1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be _____
[name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services as an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is:
_____[name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these Special General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).

1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.

1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").

1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).

1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.

1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.

1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.

1.27 General Requirements: All sections of the Specifications and drawings.

1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".

1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.

1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.

1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.

1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.

1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the condition's precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").

1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.

1.39 PCBs: Polychlorinated biphenyls

1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.

1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.

1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.

1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.

1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the Special General Conditions, "SUBCONTRACTOR").

1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.

1.53 Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.55 Unit Price Work: Work to be paid for on the basis of unit prices.

1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

1.58 Working Day: A Calendar Day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.3.1 of the General Conditions.

1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

## ARTICLE 2 PRELIMINARY MATTERS

### *2.1 Delivery of Bonds*

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER. Before commencing the Work, or before recommencing the Work after a default or abandonment, the CONTRACTOR shall provide to the CITY a certified copy of the recorded bond, if a bond is required. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the OWNER may not make a payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

### *2.2 Copies of Documents*

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### *2.3 Commencement of Contract Times; Notice to Proceed*

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

### *2.4 Starting the Work*

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### *2.5 Before Starting Construction*

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected.

### *2.6 Preliminary Reports and Schedules*

Within ten (10) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

2.6.1 A cost loaded, preliminary progress schedule, utilizing the most current version of Primavera Scheduling Software (P6) indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 A preliminary schedule of values in the AIA G702 and G703 format for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.7 Certificates of Insurance*

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

### *2.8 Pre-construction Conference*

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

### *2.9 Initially Acceptable Schedules*

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

### *2.10 Contract Document Signing*

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

## ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### *3.1 Entire Agreement*

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the "Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); Special General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the

Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

### *3.2 Intent*

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

### *3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER,

INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.4 Contract Document Terms*

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

### *3.5 Amending and Supplementing Contract Documents*

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1 A formal Written Amendment,

3.5.2 A Change Order (pursuant to paragraph 9.4), or

3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

### *3.6 Contract Documents Supplements*

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1 A Field Order (pursuant to paragraph 8.5),

3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or

3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

### *3.7 Reuse of Documents*

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

### *3.8 Division of Work*

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

## ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### *4.1 Availability of Land*

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

### *4.2 Subsurface and Physical Conditions*

4.2.1 Reports and Drawings:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write None]:

_____

_____

_____

_____

; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List · if none, write "None"]:

_____

_____

_____

_____

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the “Technical Data” in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR’S reliance or write “None”]:

_____
_____
_____
_____

Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL’S Consultants with respect to:

4.2.2.1 The completeness of such reports and drawings for CONTRACTOR’S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:

4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or

4.2.3.3 Is of an unusual nature, and differs materially and substantially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4 INDEPENDENT PROFESSIONAL’S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER’S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL’S findings and conclusions.

4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

**4.2.6** Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following**:**

4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;

4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 With respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 8.10 and 10.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or

4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g., the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the Special General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within THIRTY **(30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the Special General Conditions.

### *4.3 Physical Conditions - Underground Facilities:*

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:

4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

### *4.4 Reference Points*

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, establishing elevation benchmarks, field locating of building corners and offsets per the contract documents from a professional surveyor prior to the start of any construction and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

### *4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material*

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with

such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at thesite.

## ARTICLE 5 **CONTRACTOR'S** RESPONSIBILITIES

### *5.1 Supervision and Superintendence*

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

### *5.2 CONTRACTOR'S Superintendent*

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

**The CONTRACOR'S Superintendent shall be fluent in the speaking and writing of the English language and shall be on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors.**

Failure of the CONTRACTOR to have a Prime Contractor employed Superintendent fluent in the speaking and writing of the English language on-site at all times during any work being performed by the prime CONTRACTOR or its subcontractors shall result in a **Deductive Change Order** to the City of Plantation resulting in $500 per day which cumulative total is to deducted from the Contract amount during each pay application.

### *5.3 Labor, Materials and Equipment*

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed Eight (8) hours per day, Monday through Friday, commencing no earlier than 8:00 a.m. and ending no later than 5:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY- TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

### *5.4 Contractor's Responsibilities*

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

### *5.5 Quality Materials, Equipment, etc.*

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as

to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

### *5.6 Progress Schedule*

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

### *5.7 Substitutes and "Or-Equal" Items*

5.7.1 Any and all Substitutions shall be submitted for review and approval to the INDEPENDENT PROFESSIONAL and OWNER as set forth in the following paragraphs prior to the submitting of final Bids. No substitutions will be accepted after Bidding and award of the project.

5.7.2 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that “no like”, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.2.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL’S discretion and with the OWNER”S sole and final acceptance, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.2.2 Substitute Items: If in INDEPENDENT PROFESSIONAL’S discretion and final approval and acceptance by the OWNER, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.2.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying

that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, the OWNER owns all float and shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.2.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be provided fully at CONTRACTOR'S expense.

5.7.3 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.2.2.

5.7.4 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed A MINIMUM 14 DAYS time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.2.2 and 5.7.3. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.2.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition, any OWNER expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

_____

_____

_____

_____

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

_____

_____

_____

_____

[List all known here, or write "None" as may be applicable]

### *5.13 Permits*

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER if required in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work.

### *5.14 Laws and Regulations*

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

### *5.15 Taxes*

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### *5.16 Use of Premises*

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, areas only deemed permissible by OWNER, or other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

### *5.17 Clean Site Requirements*

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of each day's Work the CONTRACOR shall clean, organize and make all necessary safe guards around the entire construction site. At the completion of the Work, CONTRACTOR shall remove all waste materials, properly and lawfully dispose of said waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration are included in the Scope of Work (debris removal shall be affected by the City's franchised solid waste contractor).

### *5.18 Structure Safety*

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

### *5.19 Record Documents*

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. Three Hard Copy "As-built" drawings, Digital PDF copies, along with Digital "As-Built" CAD files and a professionally sealed "Final As-Built" survey will be delivered to OWNER.

### *5.20 Safety and Protection*

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall utilize OSHA Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction; when there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

5.20.1 all persons on the Work site or who may be affected by the Work;

5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to in accurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and
not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

### *5.21 Safety Representative*

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### *5.22 Hazard Communication Programs*

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

### *5.23 Emergencies*

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

### *5.24 Shop Drawings and Samples*

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in advance of the scheduled time when the work is to be completed, and in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

### *5.25 Submittal Procedures*

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work, and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop

Drawings and Samples and with the requirements of the Work and the Contract Documents.

5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

### *5.26 Shop Drawing Approvals*

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by INDEPENDENT PROFESSIONAL on previous submittals.

### *5.27 CONTRACTOR'S Shop Drawings Responsibilities*

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

### *5.28 CONTRACTOR'S Shop Drawings Expense*

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

### *5.29 Continuing the Work*

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

### *5.30 CONTRACTOR'S General Warranty and Guarantee*

**5.30.1** CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

5.30.1.2 normal wear and tear under normal usage.

**5.30.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

5.30.2.1 observations by INDEPENDENT PROFESSIONAL or OWNER;

5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;

5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

5.30.2.5 any acceptance by OWNER or any failure to do so;

5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;

5.30.2.7 any inspection, test or approval by others; or

5.30.2.8 any correction of *defective* Work by OWNER

**5.30.3** In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year from date of SUBSTANTIAL COMPLETION. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

**5.30.4** CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

### *5.31 Indemnification*

**5.31.1** CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the CITY, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

**5.31.2** The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its employees, agents, representatives or subcontractors; or (ii) The failure of CONTRACTOR, its

employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the CONTRACTOR, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the CONTRACTOR, its employees, agents, representatives, or subcontractors; or (v) CONTRACTOR'S failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

**5.31.3** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

**5.31.4** The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination

### *5.32 Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation with appropriate breakdowns of time, labor, materials and equipment sufficient to be able to properly review the claim must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

### 5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

### 5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDEND PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

### *5.33 Indemnification Limitation*

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

### *5.34 Survival of Obligations*

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

### *5.35 CONTRACTOR'S Representations*

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations, including subsurface, and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, including subsurface, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

## ARTICLE 6 OTHER WORK

### *6.1 Related Work at Site*

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain Special General Conditions similar to these, or have other work

performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

### *6.2 Utility Rights and Access*

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

### *6.3 Contractor's Inspection of Other's Work*

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

### *6.4 Coordination*

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and

6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

### *6.5 Street and Right of Way Repairs before Resurfacing*

The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

### *6.6 Utility Structures*

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall contact and coordinate with the OWNER's UTILITY DEPARTMENT prior to any adjustment or work to CITY owned utilities or utilities structures. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

### *6.7 Utilities Which may be Covered by Paving (If Applicable)*

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed. The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

### *6.8 Owner's Right to Clean Up*

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the OWNER'S Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

## ARTICLE 7 **OWNER'S** RESPONSIBILITIES

### *7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor*

Except as otherwise provided in these Special General Conditions, OWNER shall issue all communications to both the CONTRACTOR and INDEPENDENT PROFESSIONAL.

### *7.2 INDEPENDENT PROFESSIONAL Substitution*

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

### *7.3 Owner Provided Information and Payment*

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

### *7.4 Land and Easement Provisions*

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

### *7.5 Owner Liability and Property Insurance Responsibilities*

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to collect any damages which may be appropriate from any responsible party which would have otherwise been

subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of $100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.

7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.

7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.

7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

### *7.6 Change Orders*

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

### *7.7 Inspections*

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

### *7.8 Work Termination or Suspension*

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

### *7.9 Control Over Work*

The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

### *7.10 Asbestos, PCBs, Hazardous Waste, etc.*

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

### *7.11 Financial Arrangements*

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

## ARTICLE 8 INDEPENDENT PROFES**SIONAL'S STATUS DURING** CONSTRUCTION

### *8.1 Owner's Representative*

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

### *8.2 Visits to Site*

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

### *8.3 Project Representative*

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

### *8.4 Clarifications and Interpretations*

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

### *8.5 Authorized Variations in Work*

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

### *8.6 Rejecting Defective Work*

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

### *8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

### *8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders* In

connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

### *8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment*

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

### *8.10 Determinations for Unit Prices*

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

### *8.11 Decisions on Disputes (nonpayment)*

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

### *8.11.1 Decisions on Disputes (payment)*

If a dispute arises between a CONTRACTOR and OWNER concerning payment of a payment request or an invoice, the dispute must be finally determined by the OWNER pursuant to this dispute resolution procedure. Proceedings to resolve the dispute shall commence within 30 days after the date of the payment request or proper invoice was received by the OWNER and conclude by final decision of the OWNER within 45 days after the date the payment request or proper invoice was received by the OWNER. These procedures are not subject to Chapter 120 of Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the OWNER, interest charges begin to accrue 15 days after the OWNER'S final decision. If the dispute is resolved in favor of the CONTRACTOR, interest begins to accrue as of the original date the payment became due.

### *8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge*

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY (30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action

be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### *8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities*

8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

8.13.2 INDEPENDENT PROFESSIONAL will not supervise, direct, control or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.

8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

## ARTICLE 9 CHANGES IN THE WORK

### *9.1 Written Amendments, Change Orders*

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

### *9.2 Disputed Change Orders*

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

### *9.3 No Payment Increase*

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

### *9.4 Change Order Recommendations*

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;

9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and

9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

### *9.5 Quotations for Work Additions, Deletions or Revisions*

At any time, INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within **TEN (10)** Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have **TEN (10)** Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the Special General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

### *9.6 Change in Time or Price for Work Additions, Deletions or Revisions*

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owed the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads,

lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

## ARTICLE 10 CHANGE OF CONTRACT PRICE

### *10.1 Total Compensation*

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

### *10.2 Price Modifications*

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

### *10.3 Payment Adjustment Requirements*

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);

10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

### *10.4 Cost of the Work*

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in

the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.

10.4.2 Cost of materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. If any subcontract provides that the SUBCONTRACTOR is to be paid on the basis of Cost of the Work Plus a fee, the SUBCONTRACTOR'S Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

### *10.5 Exception to Cost of the Work*

The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).

10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

### *10.6 Fee for Profit and Overhead*

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be maximum ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be maximum five 5%;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee

and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five (5%) percent of such net decrease; and

10.6.2.6 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.5, inclusive.

### *10.7 Financial Record Keeping*

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

### *10.8 Cash Allowances*

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### *10.9 Unit Price Work*

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase; and

10.9.3.3 The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

## ARTICLE 11 CHANGE OF CONTRACT TIMES

### *11.1 Time Change*

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

### *11.2 Contract Limits*

All time limits stated in the Contract Documents are of the essence of the Agreement.

### *11.3 Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these Special General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

### *11.4 Other Time Extensions*

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not

limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

### *11.5 No Recovery for Early Completion or Delay*

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless or whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

## ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### *12.1 Notice of Defects*

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

### *12.2 Access to Work*

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

### *12.3 Notice of Required Inspections*

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24-hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., **FIVE (5)** days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

### *12.4 Payment for Tests and Inspections*

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

### *12.5 Inspection Coordination and Costs*

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

### *12.6 Inspection of Covered Work*

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

### *12.7 Payment of Uncovering Covered Work*

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

### *12.8 Uncovering Work*

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

### *12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work*

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an

extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

### *12.10 Owner May Stop the Work*

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

### *12.11 Correction or Removal of Defective Work*

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

### *12.12. Correction Period*

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### *12.13 Acceptance of Defective Work*

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by INDEPENDENT PROFESSIONAL as to reasonableness). If any such

acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

### *12.14 Owner May Correct Defective Work*

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

### *12.15 CONTRACTOR'S Obligation to Contract Documents*

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

### *13.1 Schedule of Values*

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *13.2 Application for Progress Payment*

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of labor, materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, partial consent of surety or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding written "Monthly Progress Status Report" to include at a minimum the following:

1. A written Narrative on the Status of the project.
2. A written Narrative on the past work accomplished
3. A written Narrative on the following months work to be accomplished
4. Updated Progress Payment Application on AIA G702 and G703 format
5. An updated Schedule in Primavera (P6) scheduling software.
6. Updated RFI Log and Status
7. Updated Submittal Log and Status
8. Updated Change Order Log and Status
9. All required Release of Liens per Contract Documents
10. Minimum 10 Site Progress photos

Any pay application submittal minus even one of the requirements stated above will automatically be considered incomplete with no review and will not be considered for review or payment until all the required receivable are delivered and considered acceptable at the time of each pay application.

Additional documents may be requested by owner for processing pay application at owners' discretion.

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

### *13.3 Contractor's Warranty of Title*

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

### *13.4 Review of Applications for Progress Payment*

INDEPENDENT PROFESSIONAL will, within **TEN (10)** days after receipt of each complete Application for Payment, (see part 13.2.1) either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. **TWENTY-ONE (21)** days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

### *13.5 INDEPENDENT PROFESSIONAL'S Recommendation*

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

### *13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work*

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

### *13.7 Payment Rejection*

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

### *13.8 Substantial Completion*

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. The CONTRACTOR's request shall include a complete punch list along with the cost to complete each item on the list together with accompanying photographs indicating items to be completed. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor.

If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.8.1. ***Substantial Completion Payment***

Within 20 business days after the list is created, the OWNER must pay the CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

### *13.9 Contractor's Access After Substantial Completion*

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

### *13.10 Partial Utilization*

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

### *13.11 Final Inspection*

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

### *13.12 Final Application for Payment*

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating

instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

### *13.13 Final Payment and Acceptance*

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within **FIFTEEN (15)** days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within **TWENTY-ONE (21)** Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

### *13.14 Waiver of Claims*

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in

writing and still unsettled.

### *13.15 Acceptance of Work*

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

## ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

### *14.1 Owner May Suspend Work*

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

### *14.2 Owner May Terminate*

Upon the occurrence of any one or more of the following events:

14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);

14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or

14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;

14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to

bankruptcy or insolvency;

14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, loses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. Nothing herein is intended to limit, reduce, or otherwise preclude the OWNER'S rights to make claim against any Surety Bond securing the Work for the Project.

### *14.3 Liability of Contractor if Terminated*

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### *14.4 Termination*

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

14.4.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

14.4.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

### *14.5 Contractor May Stop Work or Terminate*

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

## ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out or, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed $_____ ($25,000 unless otherwise filled in).

## ARTICLE 16 MISCELLANEOUS

### *16.1 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.2 Computation of Time*

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

### *16.3 Notice of Claim*

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

### *16.4 Cumulative Remedies*

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

### *16.5 Format Of Documents, Forms, Etc.*

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

### *16.6 Fiscal Year Expenditure Limits*

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

### *16.7 Development Approval or Rejection*

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

### *16.8 Material Interest*

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

### *16.9 Convicted Vendor List*

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

### *16.10 Covenants, Agreements and Obligations of Involved Parties*

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

### *16.11 Severability of Contract*

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

### *16.12 No Assignments Without Consent*

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *16.13 Giving Notice*

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

### *16.14 Notices To Owner*

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

### *16.15 Rule Of Construction*

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

# FINAL PAYMENT WAIVER

## WAIVER TO RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its right to claim against the Public Construction Bond for labor, services, or materials furnished to _____ [insert name of customer] on the job of the City of Plantation, for improvements to the following described project:

[description of project]

DATED ON_____, 20___

I hereby acknowledge that the statements contained in the foregoing Waiver to Right to Claim Against the Payment Bond (Final Payment) are true and correct.

_____
[Name of Claimant]

By:_____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL PAYMENT WAIVER

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**Project Name: "Windows and Doors Replacement – Fire Station # 6**
**Project No. 077-24**

Received this _____ day of _____ A.D., 202___ of ____ as full and final payment of the cost of all improvements provided for in the contract for the sum of _____ Dollars and _____ Cents, $ _____ in cash, being the full amount accruing to the undersigned by the virtue of said Contract, said cash covering and including full payment for all performance (including, but not limited to, labor, work, supplies, equipment, and material furnished by the undersigned in the construction of said improvements, all extras, and all incidentals thereto), and the undersigned hereby releases the City of Plantation from all claims whatsoever arising out of or in connection with said Contract and performance.

These presents are to certify that all persons doing work upon or furnishing labor, materials, equipment, or supplies for the said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

I, hereby certify that I am an authorized representative and I am authorized to bind

Print Name: _____

Print Title: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# FINAL RECEIPT AND RELEASE

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

The undersigned, in consideration of the sum of $_____, hereby waives its right to claim against the Public Construction Bond for all labor, services, or materials furnished during the period of_____20 to_____20 [insert dates] to _____[insert name of customer] on the job of the City of Plantation for improvements to the following described project:

[description of project]

DATED ON_____, 20

_____
[Name of Claimant]

By: _____

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

# PROGRESS PAYMENT WAIVER OF CLAIM

**NOTARY BLOCK FOR A CORPORATION**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires: _____

NOTARY PUBLIC

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

1. Within **FIFTEEN (15)** Calendar Days after executing this Contract and in any event prior to commencing Work, whichever is earlier, the FIRM shall furnish to CITY a Bond or Bonds *in form similar to that provided herein* and acceptable to the CITY written by a corporate surety, having a resident agent in the State of Florida and having a current Certificate of Authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570, as may be amended from time to time. The penal amount of the bond shall be no less than the Contract Sum, as adjusted by changes or amendments.

2. Pursuant to the requirements of §2*55.05*(1)(a), Florida Statutes, it shall be the duty of the FIRM to record the aforesaid Bond or Bonds in the public records of Broward County, with the FIRM to pay all recording costs. The Bond or Bonds shall be recorded prior to the time the FIRM commences Work, and a certified copy of the Bond showing the recording reference (i.e., the Official Record Book and Page at which the document is recorded) shall be delivered to the CITY REPRESENTATIVE, Mayor, and the Chief Administrative Officer.

3. Such Bond shall continue in effect for the full penal sum until **ONE (1)** year after the date of Final Completion of the Project, and provided there is no default of CONTRACTOR under the Contract Documents.

4. If the surety on any bond furnished by FIRM is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, FIRM shall within **THIRTY (30)** days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

5. Such bond shall conform to all the requirements of §2*55.05*, Florida Statutes, including that such bond shall specifically include a requirement that the surety pay the CITY (all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by Principal under the Contract (including, but not limited to all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the CITY sustains as a result of Principal's delayed completion of the Contract (i.e. liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees requires by or given under the Contract, failure to provide accurate as-built drawings, breach of indemnification clauses in the Contract, failure to maintain continuously the insurance requirement required by the Contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property.

PUBLIC CONSTRUCTION BOND Bond No. _____

BY THIS BOND, We,_____, having a principal street address of

_____(phone:_____), as Principal and

_____, a corporation, having a principal street address of

_____(phone:_____), as Surety, are bound to THE CITY OF PLANTATION, FLORIDA, having a principal street address of 400 N.W. 73rd. Avenue, Plantation,

FL (phone: 954-797-2200), herein called Owner/Obligee, in the sum of $_____

for payment which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20_____, between Principal Owner/Oblige pertaining to_____(Project Name), for an improvement briefly described as _____ on property having a street address of_____, such contract bearing Contract No._____, the contract being made apart of this bond by reference, at the times and in a manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in §255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal for the prosecution of the work provided for in the contract; and

3. Pays Owner/Obligee all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner/Obligee sustains because of a default by Principal under the contract (including, but not limited to, all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner/Obligee sustains as a result of Principal's delayed completion of the contract (i.e., liquidated or actual damages for delayed completion), failure to provide or breach of any warranties or guarantees required by or given under the contract, failure to provide accurate as-built drawings, breach of the indemnification clauses in the contract, failure to maintain continuously the insurance requirement required by the contract, failure to pay all royalties or license fees, or failure to provide for safety of persons and property; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the Principal's allegation that its performance under the contract was prevented or frustrated by the owner/obligee or that the owner/oblige breached the contract, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation."

DATED ON:_____, 20_____.

_____

(Name of Principal)

By:_ (As Attorney in Fact)

_____

(Name of Surety)

# EXHIBIT “A”

# FULLY EXECUTED CONTRACT NO. H1046 BETWEEN CITY OF PLANTATION AND THE DIVISION OF EMERGENCY MANAGEMENT FOR HAZARD MITIGATION GRANT PROGRAM (HMGP)

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**Ron DeSantis**
Governor

**Kevin Guthrie**
Director

February 26, 2024

Carole Morris
Assistant City Administrator
400 NW 73rd Avenue
Plantation, FL 33317

**Re: Project #4486-025-R, City of Plantation**

Dear Carole Morris:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H1046 between City of Plantation and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
Date: 2024.02.28 15:54:07 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

**Agreement Number:** H1046

**Project Number:** 4486-025-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | City of Plantation |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | 59-6017775/CH35JCN2YNZ2 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | December 7, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through January 31, 2026 |
| Amount of Federal Funds Obligated by this Agreement: | $803,942.10 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $844,138.80 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $844,138.80 |
| Federal award project description (see FFATA): | Wind Retrofit |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Anna.Brekoski@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Plantation, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 328-5443
Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Carole Morris
   Assistant City Administrator
   400 NW 73rd Avenue
   Plantation, FL 33317
   Telephone: 954-797-2210
   Email: cmorris@plantation.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$803,942.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-

Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may

by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: CITY OF PLANTATION**

By: Nick Sortal

Name and Title: Nick Sortal, Mayor

Date: February 13, 2024

FEID#: 59-6017775

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe Date: 2024.02.28 15:53:53 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 28-FEB-2024

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$803,942.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to protect Fire Station #6 in Plantation, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-025-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Plantation, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

e) Verification letter or documentation showing the wind protection activities are protected to the 500-year (0.2% annual chance) flood elevation.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Fire Station #6, in Plantation, Florida 33322, by replacing and/or installing hurricane rated products. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
   a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Compliance with Florida Statutes 553.896 Mitigation grant program guideline

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) Special Conditions required on implementation of project:

a) **EO 11988 Condition:** The proposed wind protection activities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation.

Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Flood Plains **Monitoring Required: No**

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-025-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on December 7, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Construction Plan/Technical Specifications: | 2 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Permitting: | 2 | Months |
| Construction / Installation: | 9 | Months |
| Local Inspections / Compliance: | 2 | Months |
| State Final Inspection / Compliance: | 2 | Months |
| Closeout Compliance: | 3 | Months |
| **Total Period of Performance:** | **25** | **Months** |

**BUDGET**

**Line Item Budget***

| | Project Cost | Federal Cost | Non-Federal Cost |
|---|---|---|---|
| Materials: | $412,170.00 | $370,953.00 | $41,217.00 |
| Labor: | $274,960.00 | $247,464.00 | $27,496.00 |
| Fees: | $206,139.00 | $185,525.10 | $20,613.90 |
| **Initial Agreement Amount:** | **$893,269.00** | **$803,942.10** | **$89,326.90** |
| ***Contingency Funds: | $44,663.00 | $40,196.70 | $4,466.30 |
| **Project Total:** | **$937,932.00** | **$844,138.80** | **$93,793.20** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $44,663.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $844,138.80 | (90.00%) |
| Non-Federal Share: | $93,793.20 | (10.00%) |
| **Total Project Cost:** | **$937,932.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Plantation

REMIT ADDRESS: 400 NW 73rd Avenue

CITY: Plantation STATE: FL ZIP CODE: 33317

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | Division Use Only | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____ DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Plantation PAYMENT #:

PROJECT TYPE: Retrofit PROJECT #: 4486-025-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1046

| | REF NO[2] | DATE[3] | DOCUMENTATION[4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
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| 3 | | | | | |
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| 4 | | | | | |
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| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents*** | | | ***% completion of the project.*** | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: CITY OF PLANTATION**

**If you are requesting an advance, indicate same by checking the box below.**

| |
|---|
| [ ] **ADVANCE REQUESTED**<br><br>Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example**<br>**ADMINISTRATIVE COSTS**<br>**(Include Secondary Administration.)** | |
| **For example**<br>**PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

## QUARTERLY REPORT FORM

***Instructions***: *Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** City of Plantation **PROJECT #:** 4486-025-R

**PROJECT TYPE:** Retrofit **CONTRACT #:** H1046

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** _____

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

**Target Dates (State Agreement)**:
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet:* ____%

*Date Reviewed:* _____ *Reviewer:* _____ *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-025-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 803,942.10

OBLIGATION/ACTION DATE: December 7, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CH35JCN2YNZ2

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Plantation

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 400 NW 73rd Avenue

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33317-1609

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #6, located at 11050 West Sunrise Boulevard, Plantation, Florida 33322. Coordinates (26.14545, -80.295586).

The HMGP project scope of work proposes to replace and/or install protection to all openings with hurricane rated products to meet the wind speed requirements in the area. The city has confirmed the roof is compliant to current codes and not part of this grant. The project intends to protect the integrity of the entire building and its contents to reduce potential damage from future wind events. For final inspection, supporting documentation shall be provided for installed products and for existing roof showing compliance to certify the systemic protection of the entire building envelope.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications. The project shall provide protection against 158 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** City of Plantation - Fire Station #6

ADDRESS LINE 1: 11050 W. Sunrise Blvd.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Plantation STATE FL ZIP CODE+4** 33322

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| Rank (Highest to Lowest) | Name (Last, First, MI) | Title | Total Compensation for Most Recently Completed Fiscal Year |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Nick Sortal, Mayor

DATE: 2/14/2024

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Nick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | |
|---|---|---|
| **Name:** | | |
| **Title:** | | |
| **Agency Agreement/Contract #** | | |
| **Total Contract Amount** | | |
| **Contract Term:** | | |
| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Coast to Coast Garage Door LLC

Vendor FEIN: 80-0896999

Vendor's Authorized Representative Name and Title: Jerome Payne President

Address: 10521 NW 50th St Suite 106

City: Sunrise State: FL Zip: 33351

Phone Number: 9546531600

Email Address: Admin@ezcdoors.com

Certified By: Payne
AUTHORIZED SIGNATURE

Print Name and Title: Jerome Payne President

Date: 12/10/2024

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## BROWN, NEVILLE HUGH

COAST TO COAST GARAGE DOOR LLC
10501 NW 50TH ST
SUITE 106
SUNRISE FL 33351

**LICENSE NUMBER: CGC1523690**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9120

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

9123

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818.814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

9124

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the **mandatory pre-bid conference, if applicable** to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Coast to Coast Garage Door LLC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 610,124.81 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 729,242.17 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1 –** The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2 –** We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3 –** This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4 –** The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5 –** As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6 – No.**

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2 –** Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

9129

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

9130

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

## This is the Final Site Visit to Take Measurements at Fire Station #6:

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1 –** "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2 –** Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3 –** As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4 –** Yes, the doors should be white color.

9132

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

9133

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

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**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1 – Station #4** is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on **Station #6**.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** Coast to Coast Garage Door LLC

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, F. Bennet Berhane on this 7th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

1- 10-7-24
2- 10-21-24
3- 10-24-24
4- 10-28-24
5- 10-30-24
6- 11-19-24
7- 11-19-24

AUTHORIZED SIGNATURE: F.B. Berhane

PRINTED NAME OF ABOVE: F. Bennet Berhane

TITLE OF ABOVE: President

COMPANY NAME: Adal FEG

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benhame

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**Question No. 4 -** Please provide the glass color for the windows

**Response No. 4 –** All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5 –** Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5 –** The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benhame

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1** – All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2** - Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2** –

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3** – Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B - Berhane

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2** - Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4** - Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Berhane

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1 –** Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3 –** We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

**This is the Final Site Visit to Take Measurements at Fire Station #6:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benham

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Berliane

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1** – Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Bonhame

# INSURANCE REQUIREMENTS

SAMPLE

DATE (MM/DD/YYYY) 12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>American Underwriters<br>Miami, FL 33166 | CONTACT NAME: Agent Name<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>Agent CONTACT INFORMATION |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

| NAIC # |
|---|
| |
| |
| |
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| |

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE Per - OCCUR X | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $ 5,000 |
| | POLICY PRO- C JECT LO | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | X | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ INCLUDED |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ INCLUDED |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ INCLUDED |
| | | | | | | | | $ |
| | UMBRELLA LIAB X OCCUR / CLAIMS-MADE | X | X | | | | EACH OCCURRENCE | $ |
| | X EXCESS LIAB | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | | | | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EAEMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage | $1,000,000 Each Occurrence |
| Blanket X,C,U Hazards | If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Brandon Cartagena — F. B. Benhame

**WITNESS** **CONTRACTOR**

12-7-24

**DATE** **CITY OF PLANTATION**

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Brandon Cartagena — F. B. Benhame

**WITNESS** **CONTRACTOR**

12-7-24

**DATE** **CITY OF PLANTATION**

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY): 12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Agent Name |
|---|---|
| American Underwriters<br>Miami, FL 33166 | (A/C, No, Ext): FAX (A/C, No): |
| | Agent CONTACT INFORMATION / NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | X UMBRELLA LIAB X OCCUR CLAIMS-MADE<br>EXCESS LIAB<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N Y/<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Adal FGC
Company's Name

F.B.Berhane
Authorized Representative Signature

F. Bennet Berhane
Print Name and Title

12-7-24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Adal FGC **Date:** 12-7-24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

NONE

Signature: F. Berhane Printed Name: F. Bennet Berhane

# CORPORATE RESOLUTION

I hereby certify that I, F. Bennet Berhane am the undersigned Secretary of President Of Adal FLC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 1520 NW 65 AVE #3 Plantation, FL - 33313. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 6th day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that F. Bennet Berhane (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 7 day of December 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Juliana Enterprises, INC DBA Adaf FCC corporation, do certify that Algenesh Berhane (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| F. Bennet Berhane | | President | | F.B. Berhane |
| Algenesh Berhane | | Secretary | | Algenesh Berhane |
| | | | | |

This 7 day of December, 20 24

 $437,932.

# CITY OF PLANTATION
# FIRE STATION # 6
# WINDOWS AND DOORS REPLACEMENT

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

ADAL FGC
1520 NW 65 AVE 3
PLANTATION FL 33313

**LICENSE NUMBER: CGC1528427**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9160

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

JULIANA ENTERPRISES, INC DBA POWER PRO
1520 NW 65 AVENUE, STE #3
PLANTATION FL 33313

**LICENSE NUMBER: EC0001903**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9161

Juliana Enterprises, Inc
d/b/a Adal FGC
1520 NW 65 Ave #3
Plantation FL 33313

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197858

Account #: OC21-0362

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
**Adal FGC**
**1520 NW 65 Ave #3**
**Plantation FL 33313**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-02604 • Paid: •

9162

Juliana Enterprises, Inc dba Power Pro
1520 NW 65 Ave #3
Plantation FL 33313

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 195346

Account #: OC17-0353

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
**Juliana Enterprises, Inc dba Power Pro**
**1520 NW 65 Ave #3**
**Plantation FL 33313**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-01542 • Paid: 07/16/2024 • $105.00

BROWARD COUNTY
FLORIDA

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**
**Governmental Center Annex**
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

July 31, 2024

Mr. F. Bennet Berhane
**JULIANA ENTERPRISES, INC.**
1520 N.W. 65th Avenue #3
Plantation, Florida 33313

Dear Mr. Berhane:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)** certifications have been renewed.

**Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office.** You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours.** Failure to document your firm's continued eligibility for the CBE and SBE programs within thirty (30) days from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 236118; 236220; 238210; 238130; 238140; 238170; 238310; 238390; 238910; 238990

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.08.03 17:51:24 -04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE**
**ANNIVERSARY DATE: JULY 31ST**

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benhame

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**Question No. 4** - Please provide the glass color for the windows

**Response No. 4** – All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5** – The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benham

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

Plantation
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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Plantation
the grass is greener

# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

**This is the Final Site Visit to Take Measurements at Fire Station #6:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Berliane

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1** – Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Bonhame

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Brandon Cartagena
Witness

F. B. Berhane
(Authorized Signature in Ink or Electronic)

Adam Moya
Witness

F. Bennet Berhane
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President
(Printed Title of Above Signer)

12-7-24
(Date Signed)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of December 2024, by Fessahaie Berhane, as President for Adal FGC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Alganesh Ghebreeziabiher

Print Name: _____

State of Florida at Large (Seal)

My commission expires: Dec 20, 2024

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

***REVISED***

# BID/PROPOSAL FORM

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Adal FGC

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 718,814 |
| 2 | Permit Allowance | **$25,324.16** |
| 3 | Construction Allowance | **$93,793.20** |
| **GRAND TOTAL** eight thirty seven thousand nine hundred thirt one $36/100<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 837,931.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☑ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
**Instructions and Worksheet**

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

## Total Compensation Paid to Non-Profit Personnel Using State Funds

N / A

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Agency Agreement/Contract #** | |
| **Total Contract Amount** | |
| **Contract Term:** | |

| **Line Item Budget Category** | **Total Amount Paid** | **Amount Paid from State Funds** |
|---|---|---|
| Salaries | | |
| Fringe Benefits | | |
| Bonuses | | |
| Accrued Paid Time Off | | |
| Severance Payments | | |
| Retirement Contributions | | |
| In-Kind Payments | | |
| Incentive Payments | | |
| | | |
| **Reimbursements/Allowances** | | |
| Moving Expenses | | |
| Transportation Costs | | |
| Telephone Services | | |
| Medical Services Costs | | |
| Housing Costs | | |
| Meals | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | Nick Sortal |
| Signature: | |
| Title: | Mayor |
| Date: | 2/14/2024 |

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Dick Sortal, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

2/14/2024
_____
Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)**
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**
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Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: Adal FGC

Vendor FEIN: 65-0384638

Vendor's Authorized Representative Name and Title: F. Bennet Berhane, P.

Address: 1520 NW 65 Ave #3

City: Plantation State: FL Zip: 33313

Phone Number: 786-208-3493 / 954-945-5355

Email Address: berben1953@gmail.com

Certified By: F. B. Berhane
AUTHORIZED SIGNATURE

Print Name and Title: F. Bennet Berhane, President

Date: 12-7-24

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

5.7.5 Equipment manufactures should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

### *5.8 Concerning Subcontractors, Suppliers and Others*

5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

Mr. Glass Doors & Windows
7900 NW 103 st. Hialeah Gardens, FL. 33016

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

### *5.9 Contractor's Responsibility for Payment to Subcontractors, etc.*

5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other

person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization. The SUBCONTRACTOR shall be held to the same terms, conditions, contract requirements, and construction documents as the CONTRACTOR'S requirements and terms with OWNER.

5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

### *5.10 Subcontractor or Supplier Work Requirements and Responsibilities*

The divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among SUBCONTRACTORS or Suppliers or delineating the Work to be performed by any specific trade.

### *5.11 Agreement between CONTRACTOR and SUBCONTRACTOR*

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL. Upon request by OWNER, CONTRACTOR shall make available any and all Subcontractor or Supplier agreements associated with the Project/Work.

### *5.12 Patent Fees and Royalties*

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Document.

5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

NONE

[List all known here, or write "None" as may be applicable]

D. The CONTRACTOR and CITY designate the following persons who shall receive notices pursuant to the Contract Documents:

For the CITY:
The Honorable Nick Sortal, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to:
Samira Shalan, City Engineer
City of Plantation
400 NW 73 Avenue
Plantation, Florida 33317

&

With copy to
City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the CONTRACTOR:
E. Bennet Berhane
Adal F G C
1520 NW 65 Ave #3
Plantation, FL. 33313

THIS SECTION WAS INTENTIONALLY LEFT BLANK

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery; registered or certified mail, return receipt requested; overnight courier, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 21 In the event of conflict between this Agreement and terms and conditions in ITB No. 077-24, the terms of this Agreement shall control.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

**21. DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**22. Compliance with Federal Law Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**23. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**24. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**25. Miscellaneous.**

Contractor acknowledges and agrees that throughout the performance of this contract that applicable federal law may be clarified, enacted or amended by legislation, case law, rule, or agency interpretation. As such contractor, upon notification by the City or upon knowledge obtained by the Contractor and notice to the City shall comply with all applicable federal law. Contractor consents to the unilateral amendment of the contract requirements by the City as it relates to any such clarified, enacted or amended applicable federal law. Contractor shall notify the City within 3 business days following the date they are notified by the City of any amendment to these contract requirements to dispute any such amendment. The disputed amendment shall remain in effect through the resolution of any dispute.

As the person authorized to sign this statement, I certify that this Respondent agrees to comply with the above requirements.

Respondent: Adal F G C F. Bennet Berhane

By (sign): F. B. Berhane

Print Name: F. Bennet Berhane

**NOTARY BLOCK FOR AN INDIVIDUAL**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/7/24 (*date*) by Fessahaie B. Berhane (*name of personal acknowledging*), who is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

Alganesh Gerhereee

NOTARY PUBLIC

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

**NOTARY BLOCK FOR A CORPORATION**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/7/24 (*date*) by Fessahaie B. Berhane (*name of officer or agent, title of officer or agent*), of Adal FGC (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

Alganesh Gerhereee

NOTARY PUBLIC

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 12/7/24 (*date*) by Fessahaie B. Berhane (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of Adal FGC (*name of company acknowledging*), a Florida (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

Alganesh Gebreegziabiher

NOTARY PUBLIC

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, MR. Glass Doors & Windows manufacturer, LLC, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

By: Yasmany Iglesias
Signature

Owner
Name and Title

7900 NW 103 Street
Street Address

Miami, FL 33016
City, State, Zip

12-7-2024
Date

**City of Plantation**
Sub-Recipient's Name

**H1046**
DEM Contract Number

**4486-025-R**
FEMA Project Number

# AGREEMENT

This Agreement is dated as of the 9TH day of Dec. 2024 in the year 2024, by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as "CITY")

AND

<CONTRACTOR'S NAME>
a Florida Limited Liability Company
<Contractor's Address>
<Contractor's City, State, Zip>
(hereinafter referred to as "CONTRACTOR")

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Agreement documents for the project entitled:

City of Plantation
**Windows and Doors Replacement – Fire Station # 6 ("Project")**
**Agreement No. 077-24**

and generally described as follows but not limited to: **Complete of "Windows and Doors Replacement – Fire Station # 6".** The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, traffic control, and incidentals for the maintenance dredging in accordance with the terms, conditions, and specifications contained in this Agreement.

## Article 2 – INDEPENDENT PROFESSIONAL

See section 1.12 of the General Terms and Conditions

## Article 3 – CONTRACT TIME

The work will be substantially completed within **180** calendar days and finally completed within **210** calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Instructions to Bidders contains Liquidated Damages provision.

# BID BOND

*Fill in Form*

**TO BE RETURNED WITH BID**

**BID BOND** Bond No. 56223

CONTRACTOR:
Name: Juliana Enterprises, Inc. dba ADAL FGC
Legal Status: Florida Corporation
Address: 1520 NW 65th Ave.
Plantation, FL 33313

SURETY:
Name: American Southern Insurance Company
Legal Status: Kansas Corporation
Principal place of Business: 365 Northridge Rf., Suite 250
Atlanta, GA 30350

CITY:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

BOND AMOUNT: $ Five Percent of Amount of Bid

PROJECT:
Windows and Doors Replacement - Fire Station # 6 Name, Location, Project Title

The CONTRACTOR and Surety are bound to the CITY in the amount set forth above, for the payment of which the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. Now, therefore, if the CITY shall accept the Bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the CITY in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the CITY, and furnish insurance coverages to CITY as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the CITY immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the CITY may accept the Bid of the CONTRACTOR and said Surety does hereby waive notice of any such extension.

Any changes in or under the contract documents, compliance or non-compliance with any formalities connected with the contract or the changes does not affect the surety's obligation under this bond. While the CONTRACTOR's allegation that its entering into the contract was prevented or frustrated by the CITY, does not affect the surety's continuing obligation to perform, a finding to such effect by a Trier of fact would affect the surety's continuing obligation.

DATED ON: December 10, 20 24

Juliana Enterprises, Inc. dba ADAL FGC

(Name of CONTRACTOR)

By: _____
(As Attorney in Fact) Jason S. Centrella

American Southern Insurance Company
(Name of Surety)

AMERICAN SOUTHERN INSURANCE COMPANY
CORPORATE SEAL
1936
KANSAS

# AMERICAN SOUTHERN INSURANCE COMPANY

**Home Office:** 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

**Mailing Address:** P. O. Box 723030
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

By: _____
Melonie A. Coppola, Secretary

AMERICAN SOUTHERN INSURANCE COMPANY CORPORATE SEAL EST. 1938 KANSAS

American Southern Insurance Company

By: _____
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 22nd day of June 2023, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025

KANESHA WHITE NOTARY PUBLIC ROCKDALE COUNTY GEORGIA 11-07-2025

STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 10th day of December, 2024.

_____
Robert H. Knight, Executive Vice President

Power No. 56223

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, F. Bennet Berhane on this 7th, day of December, 2024 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

_____.

Addenda Numbers Received:

1- 10-7-24
2- 10-21-24
3- 10-24-24
4- 10-28-24
5- 10-30-24
6- 11-19-24
7- 11-19-24

AUTHORIZED SIGNATURE: F.B. Berhane

PRINTED NAME OF ABOVE: F. Bennet Berhane

TITLE OF ABOVE: President

COMPANY NAME: Adal FEG

# BIDDERS CERTIFICATION

**(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)**

STATE OF Florida )

SS

COUNTY OF Broward )

On this 7 day of December, 2024 before me, the undersigned authority, personally appeared Fessahaie B. Berhane, to me known to be the individual described in and who executed the foregoing instrument as President of Adal FGC, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative F. B. Berhane

WITNESS my hand and official seal the date aforesaid.

Alganesh Gerhab (Signature of Notary Public)

ALGANESH GHEBREEGZIABHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

**(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)**

STATE OF _____ )

SS

COUNTY OF _____ )

N/A

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

# BIDDERS CERTIFICATION

**ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)**

N/A

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Adal FGC

NAME: F. Bennet Berhane

ADDRESS: 1520 NW 65 Ave #3 Plantation, FL 33313

TELEPHONE NO.: 786-208-3493 / 954-945-5355

FAX NO.: 954-945-5357

EMAIL ADDRESS: berben1953@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. DBA

The correct name of the Bidder is: Juliana Enterprises, inc Adal F G C

The address of the principal place of business is: 1520 NW 65 Ave #3 Plantation FL, 33313

The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: Dec. 1992
   b. State of Incorporation: Florida
   c. President's Name: F. Bennet Berhane
   d. Vice President's Name: Robel Berhane
   e. Secretary's Name: Adganesh Berhane
   f. Treasurer's Name: " "
   g. Name and address of Resident Agent: ____

9199

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following: N/A

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NONE

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NONE

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

NO

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Genie Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

NONE

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Brando Cartagena
Witness

Arlin Moya
Witness

Corporate Seal (Where appropriate)

F. B. Berhane
(Authorized Signature in Ink)

F. Bennet Berhane
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

12-4-24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

# REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Juliana Enterprises, inc DBA Adal FGC

1. PROJECT: BSD Fleet Services DATE: 4-23-23

   LOCATION: 6700 Powerline Rd
   Fort Lauderdale
   954-270-1646

OWNER REPRSENTATIVE: Name: Robert Biondo

Title: Director of Facility services

Email: robert_biondo@sheriff.org

2. PROJECT: Broward College DATE: All year Agreement

   LOCATION: 3501 Davie Road
   Davie, FL. 33314

OWNER REPRSENTATIVE: Name: Evan Beardsley

Title: Facilities Supervisor

Email: ebeards1@broward.edu

3. PROJECT: Windows & Doors Replacem DATE: May 22, 2024

   LOCATION: City of Lighthouse point
   Impact Windows & Doors Replacement
   Public work & Tennis Center.

OWNER REPRSENTATIVE: Name: James Finley

Title: Assistance to the director public work

Email: jfinley@lighthousepoint.com

o-954-946-7386
c-954-868-4153

# PUBLIC ENTITY CRIMES

*Fill in Form*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Fire Station # 6

2. This sworn statement is submitted by Ndal FGC (entity submitting sworn statement), whose business address is 1520 NW 165 AV #3 Plantation and its Federal Employer Identification Number (FEIN) is 65-0384638. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is F. Bennet Benham (please print name of individual signing), and my relationship to the entity named above is President (owner)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

✓ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

F. B - Berhane
(Signature)

12-7-24
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7th Day of December, 2024 by Fessahaie B. Berhane, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

**NOTARY PUBLIC:**

SIGN: Alganesh Gebreeg

PRINT: Alganesh Ghebreegziabiher
Notary Public, State at large
My Commission Expires: Dec 20, 2024

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| Berhane, F. Bennet | President |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| P.O. Box 170328 | |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| Miami Gardens, FL. 33017 Dade | |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
   (✓) Other, please describe: NONE

CE FORM 4A -- REV. 1-98

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (✓) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   Doors, Windows, Garage Doors, and Louvers.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   Mr. Glass Doors & Windows manufacturing, LLC (NAME OF ENTITY) 7900 NW 103 st Hialeah Garden FL 33016 (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee: ( ) Contractual relationship with the business entity; (✓) Other, please describe: None

### SIGNATURE

| SIGNATURE | DATE SIGNED | DATE FILED |
|---|---|---|
| F.B - Berhane | 12-7-24 | 12-7-24 |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NONE | |

**Witnesses:**

Brandon Cartagena
Typed name:

Arlin Mejia
Typed name:

**BIDDER:**

By: F. B. Berhane

Name: F. Bennet Berhane

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th Dec. 2024 (*date*) by Fessahaie B. Berhane who is personally known to me or who has produced _____ as identification.

My commission expires:
Dec 20, 2024

Alganesh Gebreegziabiher
NOTARY PUBLIC

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

9208

# DRUG-FREE WORKPLACE

*Fill in Form*

**STATEMENT UNDER SECTION 287.087**
**FLORIDA STATUES**

**TO BE RETURNED WITH BIDDER**

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

F. B. Berhane
Signature

F. Bennet Berhane
Printed Name

Adal Foc
Bidder Name

12-7-24
Date

# DRUG-FREE WORKPLACE

*Fill in Form*

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5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

F. B. Berhane
Signature

F. Bennet Berhane
Printed Name

Adal Foc
Bidder Name

12-7-24
Date

# BIDDERS CERTIFICATION

## (ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF Florida )

SS

COUNTY OF Broward )

On this 7 day of December, 2024 before me, the undersigned authority, personally appeared Fessahaie B. Berhane, to me known to be the individual described in and who executed the foregoing instrument as President of Adal EGC, a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative F. B. Berhane

WITNESS my hand and official seal the date aforesaid.

Alganesh Gorhae (Signature of Notary Public)

ALGANESH GHEBREEGZIABHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

## (ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

N/A

STATE OF _____ )

SS

COUNTY OF _____ )

On this _____ day of _____, 20 , before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of Notary Public)

_____ (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. The Affiant is an adult resident of the State of Florida.

B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

**IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.**

Brandon Cartagena — Witness

F. B. Berhane — (Authorized Signature in Ink or Electronic)

Arlen Moya — Witness

F. Bennet Berhane — (Printed Name of Above Signer)

Corporate Seal (Where appropriate)

President — (Printed Title of Above Signer)

12-7-24 — (Date Signed)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of December 2024, by Fessahaie Berhane, as President for Adal FGC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Alganesh Ghebreeziabiher — State of Florida at Large (Seal)

Print Name: _____ — My commission expires: Dec 20, 2024

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

***As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.***

# NON-COLLUSION CERTIFICATION

*Fill in Form*

**TO BE RETURNED WITH BID**

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

| NAME | RELATIONSHIP |
|---|---|
| NONE | |

**Witnesses:**

Brandon Cartagena
Typed name:

Arlin Mejia
Typed name:

**BIDDER:**

By: E. B. Berhane

Name: E. Bennet Berhane

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th Dec. 2024 (*date*) by Fessahaie B. Berhane who is personally known to me or who has produced _____ as identification.

My commission expires:
Dec 20, 2024

Alganesh Ghebreegziabiher
NOTARY PUBLIC

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Adal FGC **Date:** 12-7-24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

- ☑ Bidders Certification
- ☑ Bid Form
- ☑ Addendums (if any)
- ☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services
- ☑ Bid Checklist and Summary Form
- ☑ Public Entity Crimes Forms
- ☑ Hazard Mitigation Grant Program Requirement Form
- ☑ Corporate Resolution Form
- ☑ Certificate of Insurance Requirements Form
- ☑ Registered as a City of Plantation Vendor
- ☑ Signed General Terms and Provisions
- ☑ Bid Guarantee Form
- ☑ References
- ☑ Drug Free Workplace Form
- ☑ Bid Bond Form
- ☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

NONE

Signature: F. Berhane Printed Name: F. Bennet Berhane

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Adal F G C

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 718,814 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL** eight thirty seven thousand nine hundred thirtone 36/100<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $837,931.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# PUBLIC ENTITY CRIMES

## SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Fire Station # 6

2. This sworn statement is submitted by Adal IEGC (entity submitting sworn statement), whose business address is 1520 NW 65 AV #3 Plantation and its Federal Employer Identification Number (FEIN) is 65-0354635. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is F. Bennet Beckham (please print name of individual signing), and my relationship to the entity named above is President (Owner)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

# PUBLIC ENTITY CRIMES

*Fill in Form*

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

✓ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

F. B. Berhane
(Signature)

12-7-24
(Date)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7th Day of December, 2024 by Fessahaie B. Berhane, who is personally known to me or who has produced _____ as identification.

**NOTARY SEAL**

ALGANESH GHEBREEGZIABIHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

**NOTARY PUBLIC:**

SIGN: Alganesh Ghebreeg

PRINT: Alganesh Ghebreegziabiher
Notary Public, State at large
My Commission Expires: Dec 20, 2024

## REFERENCES

The Bidder shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

**BIDDER/PROPOSAL COMPANY NAME:** Juliana Enterprises, inc DBA Adal FGC

1. PROJECT: BSD Fleet Services DATE: 4-23-23

   LOCATION: 6700 Powerline Rd
   Fort Lauderdale
   954-270-1646

OWNER REPRSENTATIVE: Name: Robert Biondo

Title: Director of Facility services

Email: robert_biondo@sheriff.org

2. PROJECT: Broward College DATE: All year Agreement

   LOCATION: 3501 Davie Road
   Davie, FL. 33314

OWNER REPRSENTATIVE: Name: Evan Beardsley

Title: Facilities Supervisor

Email: ebeards1@broward.edu

3. PROJECT: windows & Doors Replacem DATE: May 22, 2024

   LOCATION: City of Lighthouse point
   Impact Windows & Doors Replacement
   Public work & Tennis Center.

OWNER REPRSENTATIVE: Name: James Finley

Title: Assistance to the director public work

Email: jfinley@lighthousepoint.com

O-954-946-7386
C-954-868-4153

October 16, 2019

Fessahaie Bennet Berhane
3852 Oak Ridge Circle
Weston, FL 33331

Re: Construction Industry Licensing Board
Application Number: 461941, Profession 0605

Dear Fessahaie Berhane:

Thank you for being one of our valued licensees. We appreciate the opportunity to assist you in this matter.

We received your request which we are unable to complete for the following reason(s):

1. We received the CILB6-A application to qualify the business Juliana Enterprises, Inc. dba ADAL FGC. Since you already qualify the business Juliana Enterprises, Inc dba Power Pro. You will have 2 businesses distinguished by the 2 different dba's. You will need to submit the CILB7-A application. And we will need a business credit report that has the full business name on it, Juliana Enterprises, Inc. dba ADAL FGC. The business credit report submitted just has Juliana Enterprises, Inc. We have your fingerprints and personal credit report.

Please do not reply to this email
The department has examined your application and determined that your application is incomplete at this time. If you do not provide the information or documents requested in this letter, your application will remain in an incomplete status until it expires. You must provide a response to this notification for the department to take any further action on your application. If you would like to check the status of your application or have any questions, please visit our website at www.myfloridalicense.com. You may also contact the department at www.myfloridalicense.com/contactus or by calling 850.487.1395.

To help us process your request more efficiently, please provide your application number on all correspondence. To submit the requested documentation you may either fax a copy of this letter along with your documents to 850.488.8040 or mail a copy of this letter and your documents to:

DBPR-Central Intake
2601 Blair Stone Road
Tallahassee, Fl 32399-0783

Thank you in advance for your cooperation.

**State of Florida**
**Department of Business and Professional Regulation**
**Construction Industry Licensing Board**
**Application for Certified General Contractor Qualifying an Additional Business Entity**
**Form # DBPR CILB 7-A**

**APPLICATION CHECKLIST – IMPORTANT – Submit all items on the checklist below with your application to ensure faster processing.**

| APPLICATION REQUIREMENTS |
|---|
| **ALL License Applicants must submit:** |
| ☒ Fees:<br>• Applying for initial certification between May 1st of an EVEN year through August 31st of an ODD year - $249.<br>**OR**<br>• Applying for initial certification between September 1st of an ODD year through April 30th of an EVEN year - $149.<br>• Make check payable to the Florida Department of Business and Professional Regulation. |
| ☒ **Credit report containing a credit score (FICO derived)** on **applicant** from a nationally recognized credit reporting agency, which includes a public records statement that records have been checked at local, state, and federal levels. For a list of agencies, visit http://www.myfloridalicense.com/dbpr/pro/cilb/documents/cilb_credit_reporting_agencies.pdf.<br>• See Section 2(h) of Instructions.<br>• **If credit score is below 660 (FICO derived) applicant must submit a bond or irrevocable letter or credit.**<br>• **Note-** Fifty percent (50%) of the bond or letter of credit requirement may be met by completion of 14-hour financial responsibility course approved by the Board. For a list of approved courses, please visit: http://www.myfloridalicense.com/dbpr/pro/cilb/documents/cilb_approved_financial_responsibility_courses.pdf |
| ☒ **Credit report on PRESENTLY qualified business and PROPOSED business to be qualified** from a nationally recognized credit reporting agency, which includes a public records statement that records have been checked at local, state, and federal levels. For a list of agencies, visit http://www.myfloridalicense.com/dbpr/pro/cilb/documents/cilb_credit_reporting_agencies.pdf. |
| ☒ Electronic fingerprints. See Section 1(b)(ii) of Instructions. |
| ☐ Supporting legal documentation, if necessary. See Section 2(j) of Instructions. |
| ☐ Proof of satisfaction of liens, judgments, and discharge of bankruptcy, if applicable. |

**Please mail your completed application, documentation and required fee(s) to:**
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399-0783

**State of Florida**
**Department of Business and Professional Regulation**
**Construction Industry Licensing Board**
**Application for Certified General Contractor Qualifying an Additional Business Entity**
**Form # DBPR CILB 7-A**

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.
***For additional information see the Instructions at the end of this application.***

**Section I – Application Type**

| CHECK ONE OF THE APPLICATION TYPES |
|---|
| ☐ Certified License – Qualify an Additional Business Entity. **Complete entire application. [0605/1030]** |
| ☒ Certified License – Qualify an Additional Business Entity as an Individual. **Complete Sections I-IV and VIII - XIII only. [0605/1030]** |
| **NOTE: If applying with a Financially Responsible Officer, the proposed Financially Responsible Officer must submit the CILB 8 application.** |

**Section II – Applicant Personal Information**

| PERSONAL INFORMATION | | | | |
|---|---|---|---|---|
| Social Security Number* 265-59-8670 | | | | |
| **FULL LEGAL NAME** | | | | |
| Last Name: Berbame | First: F. | Middle: Bennet | Title: President | Suffix: |
| Birth Date (MM/DD/YYYY): 10/30/1949 | Gender: ☒ Male ☐ Female | | | |
| **MAILING ADDRESS** | | | | |
| Street Address or P.O. Box: 1520 NW 65 AVE #3 | | | | |
| City: Plantation | State: FL | Zip Code (+4 optional): 33313 | | |
| County (if Florida address): Broward | Country: USA | | | |
| **CONTACT INFORMATION** | | | | |
| Primary Phone Number: 954-945-5355 | Primary E-Mail Address: berben1953@gmail.com | | | |
| **RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)** | | | | |
| Street Address: 3852 Oak Ridge Circle | | | | |
| City: Weston | State: FL | Zip Code (+4 optional): 33331 | | |
| County (if Florida address): Broward | Country: USA | | | |

* The disclosure of your Social Security number is mandatory on all professional and occupational license applications, is solicited by the authority granted by 42 U.S.C. §§ 653 and 654, and will be used by the Department of Business and Professional Regulation pursuant to §§ 409.2577, 409.2598, 455.203(9), and 559.79(3), Florida Statutes, for the efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. It is also required by § 559.79(1), Florida Statutes, for determining eligibility for licensure and mandated by the authority granted by 42 U.S.C. § 405(c)(2)(C)(i), to be used by the Department of Business and Professional Regulation to identify licensees for tax administration purposes.

**Section II – Applicant Personal Information – continued**

| ADDITIONAL CONTACT INFORMATION (OPTIONAL) | |
|---|---|
| Alternate Phone Number 786-208-3493 | Fax Number 954-945-5357 |
| Alternate E-Mail Address berben1953@gmail.com | |

| CURRENT/PRIOR LICENSE INFORMATION | | | |
|---|---|---|---|
| If you currently hold or have previously held a business or professional license/registration in Florida or elsewhere, please list each one below (attach additional copies of this page as necessary): | | | |
| 1. License/Registration Type: Electrical | State: FLA | Date (From): 12/10/1995 | Date (To): still active |
| License Number: EC-0001903 | | Name Used: Juliana Ent. inc DBA-Power Pro | |
| 2. License/Registration Type: Building Contr. | State: FL | Date (From): 08/26/2004 | Date (To): still active |
| License Number: CBC 1251546 | | Name Used: Power Pro | |
| 3. License/Registration Type | State | Date (From): / / | Date (To): / / |
| License Number | | Name Used | |

**PRIOR NAME INFORMATION**

Have you used, been known as, or are currently known by another name (example - maiden name, pseudonym, nickname) or alias other than the name signed to the application? ☐ Yes ☒ No

If your answer is yes, state name or names used below:

| Last Name | First | Middle | Title | Suffix |
|---|---|---|---|---|
| | | | | |
| Last Name | First | Middle | Title | Suffix |
| | | | | |
| Last Name | First | Middle | Title | Suffix |
| | | | | |

**ADDITIONAL BUSINESS ORGANIZATION INFORMATION**

List any additional businesses that you currently qualify:

| License Number | Name of Business |
|---|---|
| 1. EC-0001903 | Juliana Enterprises, inc DBA Power Pro |
| 2. CBC-1251546 | Power Pro |
| 3. | |
| 4. | |
| 5. | |

## Section III – Qualifications for Certified License

**PART A: METHOD OF QUALIFICATION**

A person will qualify for a certified license by meeting one of the following requirements (check only one box below):

❑ 1. **Four year construction-related degree** from an accredited college (equivalent to three years experience) **and one year proven experience** applicable to the category for which you are applying.

❑ 2. **One year experience as a foreman and** not less than **three years** of credits from accredited **college-level courses**.

❑ 3. **One year experience as a worker**, **one year experience as a foreman**, **and two years** of credits from accredited **college-level courses**.

❑ 4. **Two years experience as a worker, one year experience as a foreman, and one year** of credits from accredited **college-level courses**.

❑ 5. **Four years experience** as a worker or foreman of which at **least one year must have been as a foreman.**

☒ 6."**Upgrade Method**". A certified residential or building contractor holding an active current license for a minimum of 4 years in the classification in which he or she is certified. If you meet this eligibility requirement you are exempted from the Employment History section of this application. You must provide your license number for verification. See Section 2(f)(vi) of Instructions for more information.

If checked, License # : CBC 1251546 ☒ Building ❑Residential

**MILITARY VETERANS:** A veteran will qualify for a certified license by meeting on of the following (check only one box below):

❑ 1. **Three years of military service** and **one year experience as a foreman** applicable to the category for which you are applying.

❑ 2. **Two years of military service**, **one year experience as a foreman**, and **one year experience as a worker or foreman** applicable to the category for which you are applying.

❑ 3. **One year of military service**, **one year experience as a foreman**, and **two years experience as a worker or foreman** applicable to the category for which you are applying.

**Note** – your employment history provided in Part B must demonstrate the appropriate time frames based on which method of qualification you selected.

**PART B follows on the next page. Please list your employment history for the years of experience required for qualification in Part A. (Use as many sheets as necessary to demonstrate your experience).**

**NOTE: Applicants for licensure as a Certified General Contractor must have experience in four or more of the experience areas listed in Part B AND must provide at least one year of experience in the construction of structures at least four stories in height, pursuant to Rule 61G4-15.001 (2)(a) and (2)(b), Florida Administrative Code.**

**TOTAL TIME OF EXPERIENCE FROM EMPLOYMENT HISTORY IN PART B:**

**❑Worker** _____ **❑Foreman** _____

**Note: The total time should equal or exceed the number of years of experience required for the qualification method selected in Part A.**

**Section III – PART B – Qualifications for Certified License - continued**

| EMPLOYMENT HISTORY | |
|---|---|
| Employer Name and Address: N/A | Dates Employed (mm/yyyy to mm/yyyy): |
| | Employer Phone Number: |
| Name of qualifying contractor for employer: | License number of qualifying contractor: |
| Contact Name: | Email: |
| Role (Check only one):<br>❑Worker **OR** ❑Foreman | Dates of Project (mm/yyyy to mm/yyyy): |

**Experience area(s) covered by project and description of work performed. (Check all that apply.)**

❑ Foundation/Slabs greater than 20,000 sqft.
❑ Masonry walls
❑ Steel erection
❑ Column erection
❑ Formwork for structural reinforced concrete
❑ Elevated slabs

**Was this experience in the construction of structures 4 stories or higher?** ❑ Yes ❑ No

Project Name:

Project Address:

Project Type: ❑ New Construction ❑ Renovation

Your job title on the project:

Your duties on the project:

Project specifics (specify the number of stories, square feet, materials, etc.):

**Section III – PART B – Qualifications for Certified License - continued**

| EMPLOYMENT HISTORY | |
|---|---|
| Employer Name and Address: N/A | Dates Employed (mm/yyyy to mm/yyyy): |
| | Employer Phone Number: |
| Name of qualifying contractor for employer: | License number of qualifying contractor: |
| Contact Name: | Email: |
| Role (Check only one):<br>❑Worker **OR** ❑Foreman | Dates of Project (mm/yyyy to mm/yyyy): |

**Experience area(s) covered by project and description of work performed. (Check all that apply.)**

❑ Foundation/Slabs greater than 20,000 sqft.
❑ Masonry walls
❑ Steel erection
❑ Column erection
❑ Formwork for structural reinforced concrete
❑ Elevated slabs

**Was this experience in the construction of structures 4 stories or higher?** ❑ Yes ❑ No

Project Name:

Project Address:

Project Type: ❑ New Construction ❑ Renovation

Your job title on the project:

Your duties on the project:

Project specifics (specify the number of stories, square feet, materials, etc.):

*Applicants should allow an additional 60 days following Central Intake's acknowledgment of a completed application in order to attend the required Board appearance. The Board appearance may be excused if the applicant owns 20% or more of the proposed business (not applicable when qualifying more than two businesses).*

**Section IV – Information on Business Presently Qualified**
**NOTE: If you qualify more than one present business, attach additional copies for each separate business.**

| BUSINESS PRESENTLY QUALIFIED: | |
|---|---|
| Business Name: Power Pro. | |
| Doing Business As (D/B/A): | Federal Employer ID Number (FEID): 65-0384638 |
| Business Type: ☐ Sole Proprietor ☐ LLC ☒ Corporation ☐ Partnership ☐ Other (please specify): _____ | |
| What percentage of ownership do you have in the PRESENTLY qualified business? 100 % of PRESENTLY qualified business. | |
| Are you the Primary Qualifier for this company? ☒ YES ☐ NO | License number you use to qualify this company: CBC-1251546 |
| If there are additional qualifiers for this company, please provide their name(s) and license number(s) in the boxes below: | |
| Qualifier Name: NONE | License Number: |
| Qualifier Name: " | License Number: |
| Qualifier Name: " | License Number: |
| Qualifier Name: | License Number: |
| Does the company have a Financially Responsible Officer? ☐ YES ☒ NO<br>If **YES**, please provide the name and license number of the Financially Responsible Officer appointed below.<br>**Name of Financially Responsible Officer:** _____ | |

*Applicants should allow an additional 60 days following Central Intake's acknowledgment of a completed application in order to attend the required Board appearance. The Board appearance may be excused if the applicant owns 20% or more of the proposed business (not applicable when qualifying more than two businesses).*

**Section IV – Information on Business Presently Qualified**
**NOTE: If you qualify more than one present business, attach additional copies for each separate business.**

| BUSINESS PRESENTLY QUALIFIED | |
|---|---|
| Business Name: Juliana Enterprises, Inc | |
| Doing Business As (D/B/A): Power Pro | Federal Employer ID Number (FEID): 65-0384638 |
| Business Type: ☐ Sole Proprietor ☐ LLC ☒ Corporation ☐ Partnership ☐ Other (please specify): _____ | |
| What percentage of ownership do you have in the PRESENTLY qualified business? 100 % of PRESENTLY qualified business. | |
| Are you the Primary Qualifier for this company? ☒ YES ☐ NO | License number you use to qualify this company: EC-0001903 |
| If there are additional qualifiers for this company, please provide their name(s) and license number(s) in the boxes below: | |
| Qualifier Name: NONE | License Number: |
| Qualifier Name: " | License Number: |
| Qualifier Name: " | License Number: |
| Qualifier Name: | License Number: |
| Does the company have a Financially Responsible Officer? ☐ YES ☒ NO<br>If **YES,** please provide the name and license number of the Financially Responsible Officer appointed below.<br>**Name of Financially Responsible Officer:** _____ | |

**Section V – Information on Business Proposed to be Qualified**

| BUSINESS PROPOSED TO BE QUALIFIED | | | |
|---|---|---|---|
| Business Name: Juliana Enterprises, Inc. | | | |
| Doing Business As (D/B/A): Adal F&C | | Federal Employer ID Number (FEID): 65-0384638 | |
| Business Type: ☐ Sole Proprietor ☐ LLC ☒ Corporation ☐ Partnership ☐ Other (please specify): | | | |
| Is this business already qualified? ☐ YES ☒ NO<br>If so, provide the License Number(s) under which the business is qualified: | | | |
| Qualifier Name: F. Bennet Berhane | | License Number: CBC 1251546 | |
| Qualifier Name: — | | License Number: | |
| Qualifier Name: — | | License Number: | |
| Qualifier Name: — | | License Number: | |
| Qualifier Name: — | | License Number: | |
| **MAILING ADDRESS** | | | |
| Street Address or P.O. Box P.O. BOX 170328 | | | |
| City Hialeah | State FL | Zip Code 33017 | |
| County (if Florida address) Miami Dade | Country USA | | |
| **BUSINESS CONTACT INFORMATION (IF DIFFERENT THAN APPLICANT INFORMATION)** | | | |
| Contact Name: F. Bennet Berhane | | | |
| Phone Number of Contact 786-208-3493 | E-Mail Address of Contact berben1953@gmail.com | | |
| **BUSINESS LOCATION ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)** | | | |
| Street Address 1520 NW 65 AVE #3 | | | |
| City Plantation | State FL | Zip Code (+4 optional) 33313 | |
| County (if Florida address) Broward | Country USA | | |

**QUALIFIER PAYMENT**

How will you supervise the business you PROPOSE to qualify (per Board Rule, supervision is demonstrated by one of the following)?

☒ Ownership – I own 20% or greater of the PROPOSED qualified business.

☐ Salary – I am an employee receiving a W2 from the PROPOSED qualified business.

☐ Other – Explain below how the PROPOSED qualified business is supervised and detail the supervisory structure of the PROPOSED business, including the method of payment for the applicant:

**Section V – Information on Business Proposed to be Qualified– continued**

| BUSINESS OWNERSHIP | | | |
|---|---|---|---|
| **List below the business owners and the percentage of ownership for each. The total must equal 100%. Attach additional copies as necessary.** | | | |
| **Name of Owner** | **Address** | **Social Security #/ FEID** | **% of ownership** |
| F. Bennet Berhane | 3852 oak Ridge circle Weston, FL 33331 | 265-59-8670 | 100% |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Section VI – Primary Qualifier Information**

| PRIMARY QUALIFIER | |
|---|---|
| Name of person legally appointed as the qualifier to act for the business organization in all matters connected with its contracting business, and who has been given authority to supervise all construction work performed by the business (this must be the applicant or a licensed contractor): | |
| Primary Qualifying Agent Name: F. Bennet Berhane | Primary Qualifying Agent Name: |

All primary qualifying agents for a business organization are jointly and equally responsible for supervision of all operations of the business organization; for all field work at all sites; and for financial matters, both for the organization in general for each specific job.

**If you do not have final approval authority on all business matters for the business organization, it may be in your best interest to appoint a Financially Responsible Officer. The appointment of a Financially Responsible Officer relieves the primary qualifying agent from financial responsibility, but the primary qualifying agent is still responsible for all construction-related matters.**

Please check one of the below boxes relating to the financial responsibility of the proposed business:

☐ The business currently has an approved Financially Responsible Officer.
**Name and license number of Financially Responsible Officer:** _____

☐ The business will appoint a Financially Responsible Officer.
**Name of proposed Financially Responsible Officer who will be submitting the CILB 8 application:** _____

☒ The business will not designate a Financially Responsible Officer. **As primary qualifying agent I will assume financial responsibility for the business organization.**

**Section VII – Secondary Qualifier Information (Optional)**

| SECONDARY QUALIFIER | |
|---|---|
| Name of person legally appointed as a secondary qualifier and is responsible only for the supervision of fieldwork at sites where his or her license was used to obtain the building permit and any other work for which he or she accepts responsibility (this must be the applicant or a licensed contractor): | |
| Secondary Qualifying Agent Name: N/A | License Number (if applicable): |
| A secondary qualifying agent is not responsible for the supervision of financial matters. | |

**Section VIII – Financial Responsibility & Stability Requirements**

**FINANCIAL RESPONSIBILITY & STABILITY**
**See Section 2(h) of Instructions for information on completing this section.**

- **CREDIT REPORT**
  The applicant must submit a credit report containing a credit score (FICO derived) from a nationally recognized credit reporting agency, which includes a public records statement that records have been checked at local, state, and federal levels. (See Instructions for more information).
- **FINANCIAL RESPONSIBILITY & STABILITY REQUIREMENTS**
  Financial responsibility & stability can be demonstrated by a credit score of 660 or higher and no unsatisfied judgments or liens. (See Rule 61G4-15.006, Florida Administrative Code for details).

  **Does the submitted credit report show a credit score of 660 or higher? ❑ Yes ❑ No**

  If no, the financial stability requirement may be met by providing a bond or irrevocable letter of credit from a bank authorized to do business in the State of Florida,

  **with proof** of completion of an approved 14-hour financial responsibility course, in the amount of:
  - $10,000 for Division I applicants
  - $5,000 for Division II applicants

  **without proof** of completion of an approved 14-hour financial responsibility course, in the amount of:
  - $20,000 for Division I applicants
  - $10,000 for Division II applicants

**Have you completed a financial responsibility course approved by the Construction Industry Licensing Board? ❑ Yes ❑ No**

If yes, please complete the fields below.

| School Name: | School Provider #: |
|---|---|
| Name of Course: | |
| Date(s) Attended: | |

**If you will be submitting a bond or an irrevocable letter of credit, see page 18 of this application for further instructions.**

**Section IX – Insurance Coverage**

| INSURANCE |
|---|
| **Minimum amounts required for General Liability insurance:**<br>General and Building Contractors - $300,000 public liability; $50,000 property damage<br>All other categories - $100,000 public liability; $25,000 property damage |
| 1. Have you obtained public liability and property damage insurance in the amounts determined by rule of the Construction Industry Licensing Board, as specified above? ☒ Yes ☐ No |
| 2. Have you obtained workers' compensation insurance or filed for an exemption with the Division of Workers' Compensation, and if not, do you attest that you will obtain an exemption within 30 days after your license is issued? ☒ Yes ☐ No |

**Section X– Background Questions for Business to be Qualified**

| BACKGROUND QUESTIONS<br>Instructions: |
|---|
| **The Applicant and Authorized Representative(s) of the PROPOSED business must answer the background questions in this section.**<br><br>**Authorized Representative(s) of the business are any of the following:**<br>• **All officers and directors (if qualified business is a corporation or any other business entity with officers and directors)**<br>• **All members and managers (if qualified business is a LLC)**<br>• **All partners (If qualified business is a partnership)**<br>• **All members (if qualified business is a business entity other than those described above)**<br>**NOTE: Accuracy of Authorized Representative(s) of the business may be checked on the Florida Division of Corporations website www.sunbiz.org.** |
| **If YES to questions 1 or 2, please complete section XI.**<br>**If YES to questions 3 or 4, please complete section XII.** |
| 1. Have you ever been convicted or found guilty of, or entered a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction? This question applies to any criminal violation of the laws of any municipality, county, state or nation, including felony, misdemeanor and traffic offenses (but not parking, speeding, inspection, or traffic signal violations), without regard to whether you were placed on probation, had adjudication withheld, were paroled, or pardoned. If you intend to answer "NO" because you believe those records have been expunged or sealed by court order pursuant to Section 943.0585 or 943.059, Florida Statutes, or applicable law of another state, you are responsible for verifying the expungement or sealing prior to answering "NO." YOUR ANSWER TO THIS QUESTION MAY BE CHECKED AGAINST LOCAL, STATE AND FEDERAL RECORDS. FAILURE TO ANSWER THIS QUESTION ACCURATELY MAY RESULT IN THE DENIAL OR REVOCATION OF YOUR LICENSE. IF YOU DO NOT FULLY UNDERSTAND THIS QUESTION, CONSULT WITH AN ATTORNEY OR CONTACT THE DEPARTMENT. NO |
| 2. Are there any pending bankruptcies or unsatisfied judgments or liens against yourself, a business you previously qualified, which were filed during your period of qualification, or the business you are applying to qualify? This question applies to any unpaid judgments or liens, including those for unpaid past-due bills by creditors, construction and non-construction issues, and tax liens. NO |
| 3. Have you ever had an application for registration, certification, or licensure in Florida or in any other jurisdiction denied, or is there now pending a proceeding or investigation to deny such an application? NO |
| 4. Have you ever had any license, registration, or permit to practice any regulated profession, occupation, vocation, or business, revoked, annulled, suspended, relinquished, surrendered, or otherwise disciplined in Florida or in any other jurisdiction, or is any such proceeding or investigation now pending? NO |

**Section X – Background Questions– continued**

| Person # | Indicate each response by checking "Yes" or "No" | Question Number 1 | 2 | 3 | 4 |
|---|---|---|---|---|---|
| 1 | **Applicant** – Print Name<br>F. Bennet Berhane<br>Social Security #: 265-59-8670 | ☒Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 2 | **Authorized Representative** – Print Name<br>F. Bennet Berhane<br>Social Security #: 265-59-8670 | ☒Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 3 | **Authorized Representative** – Print Name<br>—<br>Social Security #: | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 4 | **Authorized Representative** – Print Name<br>—<br>Social Security #: | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 5 | **Authorized Representative** – Print Name<br>—<br>Social Security #: | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 6 | **Authorized Representative** – Print Name<br>—<br>Social Security #: | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 7 | **Authorized Representative** – Print Name<br>—<br>Social Security #: | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 8 | **Authorized Representative** – Print Name<br>—<br>Social Security #: | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 9 | **Authorized Representative** – Print Name<br>—<br>Social Security #: | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |
| 10 | **Authorized Representative** – Print Name<br>—<br>Social Security #: | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No | ☐Yes ☐No |

If you answered "YES" to any question in questions 1 – 4 above, please refer to Sections 2(j-l) of Instructions for detailed instructions for providing complete explanations, including requirements for submitting supporting legal documents. Please complete Section XI for your response to questions 1 and 2, and complete Section XII for your response to questions 3 and 4. If you have more than three offenses to document in Section XI or more than two offenses in Section XII, attach additional copies as necessary.

**Section XI – Explanations for "Yes" answers to Questions 1-2 – Attach additional copies as necessary**

| EXPLANATION | | |
|---|---|---|
| This explanation relates to person # (check one): ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ ___ | This explanation relates to question # (check one): ☐ 1 ☐ 2 | |
| Offense: NONE | | |
| County: | State: | Date of Offense (mm/dd/yyyy): |
| Penalty/ Disposition: | | Have all sanctions been satisfied? ☐ Yes ☐ No |
| Description: | | |
| | | |
| | | |
| | | |

| EXPLANATION | | |
|---|---|---|
| This explanation relates to person # (check one): ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ ___ | This explanation relates to question # (check one): ☐ 1 ☐ 2 | |
| Offense: NONE | | |
| County: | State: | Date of Offense (mm/dd/yyyy): |
| Penalty/ Disposition: | | Have all sanctions been satisfied? ☐ Yes ☐ No |
| Description: | | |
| | | |
| | | |
| | | |

| EXPLANATION | | |
|---|---|---|
| This explanation relates to person # (check one): ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ ___ | This explanation relates to question # (check one): ☐ 1 ☐ 2 | |
| Offense: NONE | | |
| County: | State: | Date of Offense (mm/dd/yyyy): |
| Penalty/ Disposition: | | Have all sanctions been satisfied? ☐ Yes ☐ No |
| Description: | | |
| | | |
| | | |
| | | |

**Section XII – Explanations for "Yes" answers to Questions 3-4 – Attach additional copies as necessary**

| EXPLANATION | |
|---|---|
| This explanation relates to person # (check one): ❑ 1 ❑ 2 ❑ 3 ❑ 4 ❑ 5 ❑ ____ | This explanation relates to question # (check one): ❑ 3 ❑ 4 |
| State/Jurisdiction: | Application Type/License Number: |
| NONE | |

| EXPLANATION | |
|---|---|
| This explanation relates to person # (check one): ❑ 1 ❑ 2 ❑ 3 ❑ 4 ❑ 5 ❑ ____ | This explanation relates to question # (check one): ❑ 3 ❑ 4 |
| State/Jurisdiction: | Application Type/License Number: |
| NONE | |

**Section XIII – Affirmation by Written Declaration**

| AFFIRMATION BY WRITTEN DECLARATION | |
|---|---|
| I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. **I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.** | |
| Signature: F. B. Berhane | Date: 10-18-19 |
| Print Name: F. Bennet Berhane | |

**STATE OF FLORIDA**
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**
**2601 Blair Stone Road, Tallahassee, FL 32399-0783**

## CONSTRUCTION LICENSE BOND/ IRREVOCABLE LETTER OF CREDIT

**INSTRUCTIONS:**

1. All applicants for active status construction licenses must demonstrate financial responsibility and stability. **Rule 61G4-15.006, F.A.C.,** provides the financial responsibility and stability requirements for obtaining a contractor license.
2. Financial responsibility & stability can be demonstrated by providing a credit score of 660 (FICO derived) or higher, and being without any unsatisfied judgments or liens.
3. If the applicant has a credit score less than 660 (FICO derived), the financial stability requirement shall be met by obtaining a bond or irrevocable letter of credit from a bank authorized to do business in the State of Florida.
4. The applicant need only submit a copy of the bond and power of attorney, or a copy of the irrevocable letter of credit, with the application for licensure. The applicant shall retain the original bond and power of attorney for his records. The original letter of credit shall be retained by the bank issuing the letter.
5. The Department of Business and Professional Regulation will retain an electronic record of the bond and power of attorney, or letter of credit, that will be utilized to make claims against the bond or letter of credit. Section 668.50, Florida Statutes.
6. Fifty percent (50%) of the amount required by bond or irrevocable letter of credit may be satisfied by completion of a 14-hour financial responsibility course approved by the Construction Industry Licensing Board. Rule 61G4-15.006, F.A.C. For a list of approved financial responsibility courses, please visit: http://www.myfloridalicense.com/dbpr/pro/cilb/documents/cilb_approved_financial_responsibility_courses.pdf
7. The **amount of the license bond or irrevocable letter of credit** is to be determined as follows:
   - Applicants who **HAVE NOT** completed the 14-hour financial responsibility course must submit a bond or irrevocable letter of credit in the amount of:
     - **$20,000 for Division I applicants** (applicants applying for General Contractor, Building Contractor, or Residential Contractor License).
     - **$10,000 for Division II applicants** (applicants for types of contractor licenses not otherwise listed in Division I).
   - Applicants who **HAVE** completed the 14-hour financial responsibility course must submit a bond or irrevocable letter of credit in the amount of:
     - **$10,000 for Division I applicants** (applicants applying for General Contractor, Building Contractor, or Residential Contractor License).
     - **$5,000 for Division II applicants** (applicants for types of contractor licenses not otherwise listed in Division I).
8. The license bond or irrevocable letter of credit, for fines and costs, is to be made payable to the Florida Construction Industry Licensing Board. Rules 61G4-15.006 and 61G4-15.0021, F.A.C.
9. The license bond or irrevocable letter of credit must remain in effect until the applicant can demonstrate a credit score, FICO derived, of 660 or higher to the Florida Construction Industry Licensing Board. At its own request and regardless of the applicant's credit score, a surety or bank may cancel the license bond or irrevocable letter of credit upon providing 30 days advance notice of cancelation to the Executive Director for the Construction Industry Licensing Board. However, the surety's liability shall continue for any indebtedness incurred or accrued during the period of the license bond or irrevocable letter of credit If the license bond or irrevocable letter of credit is canceled prior to the applicant establishing a 660 credit score, the applicant must submit a new license bond or irrevocable letter of credit to the Florida Construction Industry Licensing Board.

   A cause of action for any indebtedness accrued during the period of the irrevocable letter of credit must be commenced within one year after the expiration date of the letter of credit or one year after the cause of action accrues, whichever occurs later. A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach. Section 675.115, Florida Statutes.
10. Collection of claims under the license bond or irrevocable letter of credit shall require:
    - A statement signed by a duly authorized official acting on behalf of the Florida Construction Industry Licensing Board, referencing the bond number or irrevocable letter of credit number, and certifying that the amount of the draft is due and payable pursuant to a Final Order from the Florida Construction Industry Licensing Board.
    - A copy of the license bond or irrevocable letter of credit.
11. The bond or irrevocable letter of credit should be executed on the attached form. Some financial institutions will choose to retype these documents on their letterhead, which is acceptable. However, **any alteration of the wording** of the Construction License Bond or Irrevocable Letter of Credit will result in a notice that the application is deficient.

**STATE OF FLORIDA**
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**
**2601 Blair Stone Road, Tallahassee, FL 32399-0783**

## CONSTRUCTION LICENSE BOND

N/A

STATE OF _____
COUNTY OF _____

**Bond #:** _____ **Bond Amount: $**_____

**Effective Date:** _____ **Type of Bond:** Construction License Bond

**Obligee:** Florida Construction Industry Licensing Board

**KNOW ALL PERSONS BY THESE PRESENTS, THAT**

**(Applicant)** _____

**of (Company Name)** _____, a company fully authorized to do business in the State of Florida, as Principal, and

**(Bond Company)** _____, a company fully authorized to do business in the State of Florida, as Surety, are held and firmly bound unto the Florida Construction Industry Licensing Board, as Obligee, in Penal Sum of (amount in words) _____ Dollars for the payment of fines and costs pursuant to Rule 61G4-15.006, Florida Administrative Code, well and to truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of this obligation is such that:

**WHEREAS**, Principal has been granted a license to conduct business under Chapter 455, Florida Statutes and;

**NOW THEREFORE**, if the **(Company Name)** _____, shall well and truly and faithfully make the payments to the State Treasurer of the State of Florida in his capacity as Treasurer of the Department of Business and Professional Regulation as provided in and as required by any and all laws of the State of Florida Business and Professional Regulation, and shall faithfully and accurately keep its books and records and make reports as in any and all of said laws provided and required, and shall conduct its business in conformity with said laws and rules of the Florida Department of Business and Professional Regulation, and shall well and truly keep and perform each and every requirement in and by said laws and rules provided, then this obligation to be null and void, otherwise to remain in full force and effect.

**IT IS FURTHER AGREED AND UNDERSTOOD** that the Obligee will retain an electronic record of this bond and power of attorney that will be utilized to make claims against this bond pursuant to Section 668.50, Florida Statutes. Collection of claims under this bond shall require a statement signed by a duly authorized official acting on behalf of the Florida Construction Industry Licensing Board, referencing the bond number and certifying that the amount of the draft is due and payable pursuant to a Final Order from the Construction Licensing Board; and a copy of this bond. The Principal shall retain the original bond. The Principal must maintain a license bond in effect until the Principal can demonstrate a credit score of 660 (FICO derived) or higher to the Florida Construction Industry Licensing Board. The Surety reserves the right to cancel this bond by sending a notice of cancellation by certified mail 30 days in advance of cancellation to the Executive Director of the Florida Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399. However, the Surety's liability shall continue for any indebtedness incurred or accrued during the period of this bond, including the 30-day notice period.

SIGNED this _____ day of _____, 20____.

PRINCIPAL: _____ _____
Print or Type Name of Applicant — Applicant Signature

COMPANY: _____ _____
Authorized Company Officer Name, Title — Signature Authorized Company Officer

SURETY: _____

BY: _____ _____
Print Name of Attorney-in-fact — Signature Attorney-in-fact (Attach Power of Attorney)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
2601 Blair Stone Road, Tallahassee, FL 32399-0783

N/A

## CONSTRUCTION LICENSE IRREVOCABLE LETTER OF CREDIT

**RE: Irrevocable Letter of Credit No.** _____
**Effective Date:** _____
**Expiration Date:** _____

**Beneficiary:** **Construction Industry Licensing Board**
**2601 Blair Stone Road**
**Tallahassee, FL 32399-0783**

**Applicant:** _____
**Company Name:** _____
**Address:** _____
_____

**Lending Institution:** _____
**Address:** _____
_____

To the Florida Construction Industry Licensing Board:

We hereby authorize Beneficiary to draw on us, the aforementioned Lending Institution, for account of Applicant up to an aggregate amount of _____Dollars for the payment of fines and costs pursuant to Rule 61G4-15.006, Florida Administrative Code, available by your draft at sight on us accompanied by the following:

1. A statement signed by a duly authorized official acting on behalf of the Florida Construction Industry Licensing Board, referencing the Irrevocable Letter of Credit number and certifying that the amount of the draft is due and payable pursuant to a Final Order from the Florida Construction Industry Licensing Board.
2. A copy of this Irrevocable Letter of Credit.

The Lending Institution shall retain the original irrevocable letter of credit. The Beneficiary will retain an electronic record of this irrevocable letter of credit that will be utilized to make claims against this letter of credit pursuant to Section 668.50, Florida Statutes. The irrevocable letter of credit must remain in effect until the Applicant can demonstrate a credit score of 660 (FICO derived) or higher to the Lending Institution. Upon proof of the required credit score, the Lending Institution may cancel the irrevocable letter of credit. A cause of action for any indebtedness accrued during the period of the irrevocable letter of credit must be commenced within one year after the expiration date of the letter of credit or one year after the cause of action accrues, whichever occurs later. A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach. Section 675.115, Florida Statutes.

We hereby agree that all draft(s) drawn under and in compliance with the terms of this credit be duly honored, if drawn and presented to us.

Nothing contained herein shall be construed to extend the gross liability of the Lending Institution to an amount greater than the aforesaid $_____.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1993), International Chamber of Commerce, Publication Number 500, and engages us in accordance with its terms.

Sincerely,

| _____ | _____ | _____ |
|---|---|---|
| (Name, Title of Authorizing Officer) | (Signature, Title of Authorizing Officer) | (Date) |

ATTEST: _____ _____
(Name, Title) (Signature, Title)

**INSTRUCTIONS**

*If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395.***

1. **General Requirements for Certification**
   - a. Definition of "Certified Contractor"
     - i. Any contractor who possesses a certificate of competency issued by the Department and who shall be allowed to contract in any jurisdiction in the state without being required to fulfill the competency requirements of that jurisdiction.
   - **b. All License Applicants:**
     - i. Must select one method of qualification and meet the requirements of that method of qualification.
     - ii. Must submit electronic fingerprints.
       - (1) Pursuant to Chapter 455, Florida Statutes, electronic fingerprinting is mandatory for all Construction Initial License, Initial Business, Additional Business, Transfer (Change of Status), and Endorsement applications. Electronic fingerprinting allows applicants to have their fingerprints scanned and electronically submitted to the Florida Department of Law Enforcement and Federal Bureau of Investigation.
       - (2) Electronic Fingerprinting is located at various convenient sites throughout the state. See http://www.myfloridalicense.com/dbpr/servop/testing/documents/finger_faq.pdf for more information.
2. **Application Instructions (by section)**
   - **a. Section I- Application Type**
     - i. Certified License – Qualify an Additional Business Entity.
       - (1) Select this application type if you will qualify more than one business entity, AND
       - (2) You meet the requirements outlined in 1(b) above.
       - (3) Complete entire application.
     - ii. Certified License – Qualify an Additional Business Entity as an Individual.
       - (1) Select this application type if you will qualify more than one business entity, AND
       - (2) You meet the requirements outlined in 1(b) above.
       - (3) Complete Sections I-IV and VIII-XIII of the application.
   - **b. Section II- Applicant Personal Information**
     - i. Fill out each section completely. A Social Security number is required in order to apply for any individual license within the Department of Business and Professional Regulation.
     - ii. In the Full Legal Name section provide your full legal name as it appears on your Social Security card. Do not use any nicknames or initials. Please list any aliases or prior names in the prior name information section.
     - iii. Provide your mailing address. This will be used for sending correspondence regarding your application and license.
     - iv. Contact information is often used to quickly resolve questions with applications by telephone call or email. If contact information is not provided, questions regarding applications will be mailed to the applicant's mailing address and may take longer to resolve.
     - v. Applicants are required to provide at least one physical address – i.e., not a P.O. Box. If the mailing address is not also your physical address, please provide a physical address.
     - vi. Additional contact information is optional and will be used when the applicant cannot be reached using their primary contact information.
     - vii. Applicants must provide information on current or prior licenses held in Florida or any other state, territory, or jurisdiction of the United States or in any foreign national jurisdiction.
     - viii. Applicants must provide information on any prior names or aliases used by applicant. If the name on supporting documentation does not match the applicant's legal name, the alias used in the supporting documentation must be provided in this section. Failure to do so will result in a deficient application.
     - ix. Applicants are required to list any additional businesses that they qualify. Please provide the license number that is qualifying the business and the name of each additional business that is already qualified.
   - **c. Section III- Qualification for Certified License**
     - i. Definition of "foreman"
       - (1) Person who is in charge of a group of workers and usually is responsible to a superintendent or a contractor or his or her equivalent
     - ii. Definition of "worker"
       - (1) A person who through active experience as a worker has learned the trade by serving an apprenticeship as a skilled worker who is able to command the rate of a mechanic in the particular trade.

iii. Definition of "accredited college-level course"
  (1) This refers to academic credit from an accredited college. All junior college or community college-level courses shall be considered accredited college-level courses.
iv. Part A: Method of qualification. Applicant must select one of the following methods of qualification:
  (1) Four year construction-related degree from an accredited college (equivalent to three years experience) and one year proven experience applicable to the category for which you are applying.
    (a) Definition of "construction-related degree", a baccalaureate degree from an accredited 4-year college in the appropriate field of engineering, architecture, or building construction.
  (2) One year experience as a foreman and not less than three years of credits from accredited college-level courses.
  (3) One year experience as a worker, one year experience as a foreman, and two years of credits from accredited college-level courses.
  (4) Two years experience as a worker, one year experience as a foreman, and one year of credits from accredited college-level courses.
  (5) Four years experience as a worker foreman of which at least one year must have been as a foreman.
  (6) "Upgrade Method". A certified residential or building contractor holding an active current licensure for a minimum of 4 years in the classification in which he or she is certified. If you meet this eligibility requirement you are exempted from the Employment History section of this application. You must provide your license number for verification.
    (i) An active certified residential contractor is eligible to take the general contractors' examination if he or she possesses a minimum of 4 years of proven experience in the classification in which he or she is certified.
    (ii) An active certified building contractor is eligible to take the general contractors' examination if he or she possesses a minimum of 4 years of proven experience in the classification in which he or she is certified.
  (7) **Note:** One year of experience is equal to 2000 hours.
v. Part B: List your employment history for the years of experience required for the method of qualification you selected in Part A.
  (1) Provide the name and address of your employer.
  (2) Provide the dates of your employment with that employer.
  (3) Provide a phone number for the employer.
  (4) Provide the name of the qualifying contractor for the employer.
  (5) Provide the employer's license number. This may be the license number of a qualifying contractor who supervised the work you did for the employer. DBPR may contact the supervisor to verify experience.
  (6) Provide the name of a contact person for the employer.
  (7) Provide an email address for the employer or the contact person for the employer.
  (8) Select whether work experience with that employer was as a worker or a foreman, and indicate how many years (yrs) and months (mths) you worked in that capacity.
    (a) If you worked as both a worker and foreman for that employer, please check both boxes and indicate the amount of time you worked in each capacity.
  (9) Provide the dates that you worked on the project you are using to provide experience.
  (10) Select the areas in which you gained experience during your employment history.
  (11) Indicate if this experience was in the construction of structures 4 stories or higher.
  (12) Provide the project name, address and type.
  (13) Provide a full description of the work performed on the project.
  (14) At the bottom indicate the total time of experience as a worker and foreman from your employment history.
    (a) Note: the total time should equal or exceed the number of years of experience required for the qualification method selected in Part A.
  (15) Use additional copies of this sheet as necessary.

**d. Section IV- Information on Business Presently Qualified**

i. Complete this section entirely.
ii. Provide the name of the business presently qualified as it is registered with the Florida Division of Corporations.
iii. The "Doing Business As" (D/B/A) name must be provided as it is registered with the Florida Division of Corporations, if the business uses a fictitious name to conduct business.
iv. Applicants must provide the Federal Employer Identification Number (FEID) for the business presently qualified.
v. Select the box that indicates the type of business ownership for the business presently qualified.

vi. Applicants must provide the percentage of ownership that they have in the business presently qualified.
vii. Applicants must answer if they are a primary qualifier of the company and must list the license number they use to qualify the company.
viii. Applicants must list if there are additional qualifiers for the company, if applicable.
ix. Applicants must answer if the company has a Financially Responsible Officer and provide the license number of the Financially Responsible Officer, if applicable.

**e. Section V- Information on Business Proposed to be Qualified**

i. Complete this section entirely.
ii. Provide the name of the business proposed to be qualified as it is registered with the Florida Division of Corporations.
iii. The "Doing Business As" (D/B/A) name must be provided as it is registered with the Florida Division of Corporations, if the business uses a fictitious name to conduct business.
iv. Applicants must provide the Federal Employer Identification Number (FEID) for the business proposed to be qualified.
v. Select the box that indicates the type of business ownership for the business proposed to be qualified.
vi. Applicants must state whether the business proposed to be qualified is already qualified by another contractor. If so, provide the qualifying contractor's name and license number in the spaces provided.
vii. Applicants must provide the business mailing address of the business proposed to be qualified.
viii. Business contact information is often used to quickly resolve questions with applications by telephone call or email. Please provide the name of an authorized representative of the business other than the primary qualifier. This could be an officer, a partner, etc. If the business is a Sole Proprietorship, you may leave the contact information field blank.
(1) If contact information is not provided, questions regarding applications will be mailed to the applicant's mailing address and may take longer to resolve.
ix. Provide the business location address of the business proposed to be qualified. If this address is the same as the mailing address you may leave this information blank.
x. Applicants are required to state the method in which the business proposed to be qualified will pay the applicant. Select the appropriate payment method. If payment will be a combination of payment methods, select "Other" and describe the method of payment. For example, "Other: ownership and salary", if the applicant will be paid under both percentage of profits and paid a salary.
xi. List the name, address, Social Security number, and percentage of ownership for all persons who have an ownership interest in the business proposed to be qualified.
(1) If an owner of the business is a company, please list the Federal Employer Identification Number (FEID) of the owning company.
xii. The percentage of ownership for all owners together must equal 100%.

**f. Section VI- Primary Qualifier Information**

i. All construction businesses must have a primary qualifier.
ii. If this application is for a business that is not qualified by another contractor, the applicant must be the primary qualifier.
iii. If this application is for a business that is already qualified by another primary qualifier, the applicant may apply to be an additional primary qualifier or a secondary qualifier.
(1) If you will be an additional primary qualifier, complete this section by inserting your name as the "Primary Qualifying Agent." You will not provide a license number since it has not been issued.
(2) If you will be a secondary qualifier, complete this section by inserting the name and license number of the "Primary Qualifying Agent"; and complete Section VII.
iv. All primary qualifiers are jointly and equally responsible for supervision of all operations of the business organization; for all field work at all sites; and for financial matters, both for the organization in general and for each specific job.
(1) If the primary qualifier does not have final approval authority on all business matters, they may wish to appoint a Financially Responsible Officer. Failure to appoint a Financially Responsible Officer will result in the Primary Qualifier being financially responsible for all construction matters of the business entity.
(a) If the business entity has already appointed a Financially Responsible Officer, provide the name of that individual.
(b) If the business entity has not appointed a Financially Responsible Officer and will appoint someone to be the Financially Responsible Officer in connection with this application, provide the name of that individual (that individual must also submit the CILB 8 application form).

**g. Section VII- Secondary Qualifier Information**

i. Complete this section entirely, if the applicant will be a secondary qualifier.

**h. Section VIII- Financial Responsibility & Stability Requirements**

i. Complete this section entirely.
ii. Applicants must meet financial responsibility and stability requirements by submitting a credit report with a **FICO derived credit score.**
(1) Financial responsibility – this requirement is met if the submitted credit report shows no outstanding unsatisfied judgments or liens against the applicant.
**(a) Applicants must submit proof of satisfaction of liens, judgments, and discharge of bankruptcy if these are shown on the credit report.**
(2) Financial Stability – this requirement is met if the submitted credit report shows a FICO derived credit **score of 660 or higher.**
(a) If the applicant has a FICO derived credit **score less than 660, he or she must maintain a bond or irrevocable letter of credit** from a bank in the amounts specified in the application. (See the instructions for the construction license bond/irrevocable letter of credit form at the end of this application).
(b) Fifty percent of the financial stability bond or the letter of credit requirement may be met by completion of a 14-hour financial responsibility course approved by the Board. See Financial Responsibility and Financial Stability, Grounds for Denial Rule 61G4-15.006, F.A.C. for more information.
(3) You only need to complete the 14-hour financial responsibility course if you have a credit score less than 660 (FICO) and wish to meet fifty percent of the financial stability bond or the letter of credit requirement.
(4) If you have completed the 14-hour financial responsibility course for a 50% reduction in the amount required for the construction bond/irrevocable letter of credit, please provide the school name, the school provider number, the name of the course, and the dates attended.

**i. Section IX- Insurance Coverage**
i. Complete this section entirely.
ii. Applicants must have adequate workers' compensation and liability insurance as specificied by the Construction Industry Licensing Board.
(1) Amounts for general liability insurance are specified in the application. Amounts for workers' compensation insurance are outlined in Chapter 440, Florida Statutes.
(2) See Section 489.115(5)(a), Florida Statutes, and Rule 61G4-15.003, F.A.C. for more information.
iii. To verify the accuracy of the signed affidavit, the Board will, from time to time, conduct random sample audits of licensees by zip code area in which the total number of certificates and registrations selected for audit will be in a sufficient amount to insure the validity of the audit.

**j. Section X- Background Questions**
i. The applicant and the authorized representative(s), as specified in the section, must submit answers to each of the background questions.
ii. For each "Yes" answer the person must provide an explanation in Section XI or XII, as applicable.
iii. The number of "Yes" boxes checked must equal the number of explanation boxes completed.
iv. If you answered "YES" to any question, please provide full explanations as required below. If you have more than three offenses to document in Section XI or more than two in Section XII, attach additional copies as necessary.

**k. Section XI- Explanations for Background Questions 1 and 2**
i. For this section, provide as much detail as possible.
ii. Each explanation can only relate to one person and one question.
iii. Question 1:
(1) If you answer "yes" to this question, you must complete Section XI [*make additional copies as necessary*] of the application. Please provide the full details of the criminal charges including dates, outcomes, sentences, and/or conditions imposed; the dates, name and location of the court and/or jurisdiction in which any proceedings were held or are pending. If you answer NO to this question because you believe that previous incidents have been dismissed, no action taken, nolle prossed, or expunged, you may be asked to supply documentation as proof of the disposition.
iv. Question 2:
(1) If you answer "yes" to this question, you must complete Section XI [*make additional copies as necessary*] of the application and you must also supply documentation proving the bankruptcy has been discharged or the judgment or lien has been satisfied, or if not, stating the current status of the bankruptcy, judgment or lien.

**l. Section XII- Explanations for Background Questions 3 and 4**
i. For this section, provide as much detail as possible.
ii. Each explanation can only relate to one person and one question.
iii. Question 3:

(1) If you answer "yes" to this question, you must complete Section XII [*make additional copies as necessary*] of the application and supply copies of documentation explaining the denial or pending action.

(2) Provide the full details explaining the denial or pending administrative action including the nature of any charges, dates, outcomes, sentences, and/or conditions imposed; the dates, name and location of the court and/or jurisdiction in which any proceedings were held or are pending; and the designation and/or license number for any actions against a license or licensure application.

iv. Question 4:

(1) If you answer "yes" to this question, you must complete Section XII [*make additional copies as necessary*] of the application and supply copies of the order(s) (if applicable), showing the disciplinary action taken against the license or documentation showing the status of the pending action.

(2) Provide the full details of any administrative action including the nature of any charges, dates, outcomes, sentences, and/or conditions imposed; the dates, name and location of the court and/or jurisdiction in which any proceedings were held or are pending; and the designation and/or license number for any actions against a license or licensure application.

v. Submit supporting legal documentation, if necessary, with this application.

**m. Section XIII- Affirmation by Written Declaration**

i. Applicant must sign the affirmation by written declaration.

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Adal FGC
Company's Name

F. B. Berhane
Authorized Representative Signature

F. Bennet Berhane
Print Name and Title

12-7-24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: Adal F.C.C.

NAME: F. Bennet Berhane

ADDRESS: 1520 NW 65 Ave #3 Plantation, FL 33313

TELEPHONE NO.: 786-208-3493 / 954-945-5355

FAX NO.: 954-945-5357

EMAIL ADDRESS: berben1953@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. DBA

   The correct name of the Bidder is: Juliana Enterprises, Inc Adal F.C.C.

   The address of the principal place of business is: 1520 NW 65 Ave #3 Plantation FL, 33313

   The business is a (Sole Proprietorship) ____ (Partnership) ____ (Corporation) ✓

2. If Bidder is a corporation, answer the following:
   a. Date of Incorporation: Dec. 1992
   b. State of Incorporation: Florida
   c. President's Name: F. Bennet Berhane
   d. Vice President's Name: Robel Berhane
   e. Secretary's Name: Alganesh Berhane
   f. Treasurer's Name: " "
   g. Name and address of Resident Agent: ____

9245

# QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following: N/A

   a. Date of organization: _____

   b. Name, address and ownership units of all partners: _____

   _____

   c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

   _____

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____

6. How many years has your organization been in business under its present business name: _____

   a. Under what other former names has your organization operated?

   _____

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

   _____

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

   _____

10. Within the five (5) years, has any officer of partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

    _____

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

    _____

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

None

14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

None

15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

NO

16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

Cesar Lift

17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

None

# QUALIFICATION STATEMENT

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

Brenda Cartagena
Witness

F. B. Berhane
(Authorized Signature in Ink)

Arlin Maya
Witness

F. Bennet Berhane
(Printed Name of Above Signer)

President
(Printed Title of Above Signer)

Corporate Seal (Where appropriate)

12-4-24
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

JULIANA ENTERPRISES INC. D/B/A
ADAL FGC & POWER PR
General & Electrical Contractors

Plantation
Office of the City Clerk
400 NW 73rd Avenue
Plantation, Fl 33317

Atten: Mary F. Leeds

Re; Adal FGC

Per the request of the City Zoning Department, this is to inform you that Adal FGC will not have any Storage of any kind, Equipment, or Caesar lift outside of the property located at 1520 NW 65 Ave #3 Plantation Florida.

Should you have any questions, please let us know.

Regards;

Bennet Berhane, CEM, P

P.O. BOX 170328 . HIALEAH, FL 33017-0328 . PHONE: (954( 945-5355 FAX (954) 945-5357
1520 NW 65 Ave #3 Plantation, Fl

## TRENCH SAFETY FORM

Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

| TRENCH SAFETY MEASURE (Description) | UNITS OF MEASURE (LF/SF) | UNIT (Qty) | UNIT COST | EXTENDED COST |
|---|---|---|---|---|
| A. | | | $ | $ |
| B. N/A | | | $ | $ |
| C. | | | $ | $ |
| D. | | | $ | $ |
| **TOTAL** | $ | | | |

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the bid being declared non-responsive.

DATE: 12-7-24

F. B. Berhane
(Signature)

### ACKNOWLEDGEMENT

STATE OF: Florida

COUNTY OF: Broward

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Fereshaim B. Berhane who, after first being duly sworn by me,
(Name of individual Signing)

affixed his/her signature in the space provided above on this 7 day of December, 2024

[signature]
NOTARY PUBLIC

My Commission Expires:

ALGANESH CHEBBEGZIABHER
Notary Public-State of Florida
Commission # HH 56470
My Commission Expires
December 20, 2024

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Brandon Cartagena — F. B. Benhame

**WITNESS** **CONTRACTOR**

12-7-24

**DATE** **CITY OF PLANTATION**

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY): 12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Agent Name |
|---|---|
| American Underwriters<br>Miami, FL 33166 | (A/C, No, Ext): FAX (A/C, No): |
| | Agent CONTACT INFORMATION / NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | X UMBRELLA LIAB X OCCUR CLAIMS-MADE<br>EXCESS LIAB<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Adal FGC
Company's Name

F.B.Berhane
Authorized Representative Signature

F. Bennet Berhane
Print Name and Title

12-7-24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Adal FGC **Date:** 12-7-24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

NONE

Signature: F. Berhane Printed Name: F. Bennet Berhane

# CORPORATE RESOLUTION

I hereby certify that I, F. Bennet Berhane am the undersigned Secretary of President Of Adal FLC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 1520 NW 65 AVE #3 Plantation, FL - 33313. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 6th day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that F. Bennet Berhane (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 7 day of December 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Juliana Enterprises, INC DBA Adaf FCC corporation, do certify that Algenesh Berhane (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| F. Bennet Berhane | | President | | F.B. Berhane |
| Algenesh Berhane | | Secretary | | Algenesh Berhane |
| | | | | |

This 7 day of December, 20 24

 $437,932.

**CITY OF PLANTATION**
**FIRE STATION # 6**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

ADAL FGC
1520 NW 65 AVE 3
PLANTATION FL 33313

**LICENSE NUMBER: CGC1528427**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9260

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

JULIANA ENTERPRISES, INC DBA POWER PRO
1520 NW 65 AVENUE, STE #3
PLANTATION FL 33313

**LICENSE NUMBER: EC0001903**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9261

Juliana Enterprises, Inc
d/b/a Adal FGC
1520 NW 65 Ave #3
Plantation FL 33313

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197858

Account #: OC21-0362

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
**Adal FGC**
**1520 NW 65 Ave #3**
**Plantation FL 33313**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-02604 • Paid: •

Juliana Enterprises, Inc dba Power Pro
1520 NW 65 Ave #3
Plantation FL 33313

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 195346

Account #: OC17-0353

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
**Juliana Enterprises, Inc dba Power Pro**
**1520 NW 65 Ave #3**
**Plantation FL 33313**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-01542 • Paid: 07/16/2024 • $105.00

BROWARD COUNTY
FLORIDA

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**
**Governmental Center Annex**
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

July 31, 2024

Mr. F. Bennet Berhane
**JULIANA ENTERPRISES, INC.**
1520 N.W. 65th Avenue #3
Plantation, Florida 33313

Dear Mr. Berhane:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)** certifications have been renewed.

**Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office.** You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours.** Failure to document your firm's continued eligibility for the CBE and SBE programs within thirty (30) days from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 236118; 236220; 238210; 238130; 238140; 238170; 238310; 238390; 238910; 238990

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.08.03 17:51:24 -04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE**
**ANNIVERSARY DATE: JULY 31ST**

Plantation
the grass is greener

# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benhame

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**Question No. 4** - Please provide the glass color for the windows

**Response No. 4** – All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5** – The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benham

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B - Berhane

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

**This is the Final Site Visit to Take Measurements at Fire Station #6:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Berliane

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1** – Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Bonhame

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Brandon Cartagena — F. B. Benhame

**WITNESS** **CONTRACTOR**

12-7-24

**DATE** **CITY OF PLANTATION**

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY): 12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Agent Name |
|---|---|
| American Underwriters<br>Miami, FL 33166 | (A/C, No, Ext): FAX (A/C, No): |
| | Agent CONTACT INFORMATION / NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | UMBRELLA LIAB X OCCUR CLAIMS-MADE<br>X EXCESS LIAB<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | N/A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Adal FGC
Company's Name

F.B.Berhane
Authorized Representative Signature

F. Bennet Berhane
Print Name and Title

12-7-24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Adal FGC **Date:** 12-7-24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

NONE

Signature: F. Berhane Printed Name: F. Bennet Berhane

9282

# CORPORATE RESOLUTION

I hereby certify that I, F. Bennet Berhane am the undersigned Secretary of President Of Adal FLC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 1520 NW 65 AVE #3 Plantation, FL - 33313. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 6th day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that F. Bennet Berhane (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 7 day of December 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Juliana Enterprises, INC DBA Adaf FCC corporation, do certify that Algenesh Berhane (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| F. Bennet Berhane | | President | | F.B. Berhane |
| Algenesh Berhane | | Secretary | | Algenesh Berhane |
| | | | | |

This 7 day of December, 20 24

$437,932.

**CITY OF PLANTATION**
**FIRE STATION # 6**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

ADAL FGC
1520 NW 65 AVE 3
PLANTATION FL 33313

**LICENSE NUMBER: CGC1528427**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9286

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

JULIANA ENTERPRISES, INC DBA POWER PRO
1520 NW 65 AVENUE, STE #3
PLANTATION FL 33313

**LICENSE NUMBER: EC0001903**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9287

Juliana Enterprises, Inc
d/b/a Adal FGC
1520 NW 65 Ave #3
Plantation FL 33313

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197858

Account #: OC21-0362

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
**Adal FGC**
**1520 NW 65 Ave #3**
**Plantation FL 33313**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-02604 • Paid: •

Juliana Enterprises, Inc dba Power Pro
1520 NW 65 Ave #3
Plantation FL 33313

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 195346

Account #: OC17-0353

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
**Juliana Enterprises, Inc dba Power Pro**
**1520 NW 65 Ave #3**
**Plantation FL 33313**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-01542 • Paid: 07/16/2024 • $105.00

BROWARD COUNTY
FLORIDA

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**
**Governmental Center Annex**
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

July 31, 2024

Mr. F. Bennet Berhane
**JULIANA ENTERPRISES, INC.**
1520 N.W. 65th Avenue #3
Plantation, Florida 33313

Dear Mr. Berhane:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)** certifications have been renewed.

**Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office.** You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours.** Failure to document your firm's continued eligibility for the CBE and SBE programs within thirty (30) days from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 236118; 236220; 238210; 238130; 238140; 238170; 238310; 238390; 238910; 238990

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.08.03 17:51:24 -04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE**
**ANNIVERSARY DATE: JULY 31ST**

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benhame

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**Question No. 4** - Please provide the glass color for the windows

**Response No. 4** – All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5** – The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benham

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

**This is the Final Site Visit to Take Measurements at Fire Station #6:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Berliane

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# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

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# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1** – Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Bonhame

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

**Umbrella Excess Liability**

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

**Professional Liability**

If required by contract will be a minimum of 1,000,000.

**Waiver of Subrogation**

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

**INSURANCE**

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

| **Schedule** | **Limits** |
|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence |
| Blanket Contractual Liability | $2,000,000 Each Occurrence |
| Independent Contractors | Premises-Operations |
| Products & Completed Operations | Personal /Advertising Injury |
| Blanket Contractual Liability | Independent Contractors |
| Automobile Liability<br>Any auto including Hired & Non-owned | $1,000,000 Combined Single Limit |
| Broad Form Property Damage<br>Blanket X,C,U Hazards | $1,000,000 Each Occurrence<br>If required (Included) |
| Workers' Compensation | Florida 440 Statutory Coverage |
| Employers Liability | $1,000,000 Each Accident |
| Disease Policy Limit | $1,000,000 |

# INSURANCE REQUIREMENTS

**Bonds**:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

**Insurance Summary:**

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

**THE UNDERSIGNED CONTRACTOR HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.**

Brandon Cartagena — F. B. Benhame

**WITNESS** — **CONTRACTOR**

12-7-24

**DATE** — **CITY OF PLANTATION**

# INSURANCE REQUIREMENTS

**SAMPLE**

DATE (MM/DD/YYYY): 12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Agent Name |
|---|---|
| American Underwriters<br>Miami, FL 33166 | (A/C, No, Ext): FAX (A/C, No): |
| | Agent CONTACT INFORMATION / NAIC # |
| INSURED Any-Business<br>1101 Easy St<br>MIAMI, FL 33131 | INSURER A :<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E : |

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE Per - OCCUR X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LO<br>OTHER: | X | X | | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | X | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ INCLUDED<br>$ INCLUDED<br>$ INCLUDED |
| | X UMBRELLA LIAB X OCCUR CLAIMS-MADE<br>EXCESS LIAB<br>DED RETENTION $ | X | X | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | | | | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EAEMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

| | |
|---|---|
| City OF Plantation<br>400 NW 73rd AVENUE<br>PLANTATION, FL 33317 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE |

# SITE VISIT VERIFICATION AND ACCEPTANCE

*Fill in Form*

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Adal FGC
Company's Name

F.B.Berhane
Authorized Representative Signature

F. Bennet Berhane
Print Name and Title

12-7-24
Date

**Failure to attest to the above may be grounds for rejection of bid.**

# Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Bidder's Name:** Adal FGC **Date:** 12-7-24

**Base Bid Total:** _____

**Plantation Local Business pursuant to City Code Section 2-227:** Yes ☑ or No ☐

**Is the CONTRACTOR debarred from the State of Florida pursuant to section 287.1351, Florida Statutes?** Yes ☐ or No ☑

**Minority Business Enterprise:** Yes ☑ or No ☐

**Submitted Forms:**

☑ Bidders Certification

☑ Bid Form

☑ Addendums (if any)

☑ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☑ Bid Checklist and Summary Form

☑ Public Entity Crimes Forms

☑ Hazard Mitigation Grant Program Requirement Form

☑ Corporate Resolution Form

☑ Certificate of Insurance Requirements Form

☑ Registered as a City of Plantation Vendor

☑ Signed General Terms and Provisions

☑ Bid Guarantee Form

☑ References

☑ Drug Free Workplace Form

☑ Bid Bond Form

☑ Attachment H Debarment Form

When bidding on an Alternative Product "or equal," bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

**Are you submitting an equivalent product:** Yes ☐ or No ☑

If Yes, please list the equivalent product(s) below:

NONE

Signature: F. Berhane Printed Name: F. Bennet Berhane

# CORPORATE RESOLUTION

I hereby certify that I, F. Bennet Berhane am the undersigned Secretary of President Of Adal FLC (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at 1520 NW 65 AVE #3 Plantation, FL - 33313. The Corporation is duly organized and existing under laws of the State of Florida and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held 6th day of December, 2024 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that F. Bennet Berhane (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for Fire station #6 (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this 7 day of December 2024

# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a Juliana Enterprises, INC DBA Adaf FCC corporation, do certify that Algenesh Berhane (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

| NAME | | TITLE | | SIGNATURE |
|---|---|---|---|---|
| F. Bennet Berhane | | President | | F.B. Berhane |
| Algenesh Berhane | | Secretary | | Algenesh Berhane |
| | | | | |

This 7 day of December, 20 24

~~$437,932.~~

**CITY OF PLANTATION**
**FIRE STATION # 6**
**WINDOWS AND DOORS REPLACEMENT**

The City is requesting proposals for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. The Bidder shall submit a proposal per the following bid specifications

## SCOPE OF SERVICES

Successful Offeror, hereinafter referred to as the CONTRACTOR, shall enter into an Agreement with the City of Plantation, Florida, hereinafter referred to as the CITY, for the complete replacement of existing exterior windows, doors and louvers at the City of Plantation Fire Station # 6. Permitting along with any and all fees associated with permitting, construction of City of Plantation Fire Station # 6 Window and Door Replacement project in accordance with the terms, conditions, construction documents and specifications will be the responsibility of the successful CONTRACTOR.

The Scope of this bid proposal includes the following components:

CONTRACTOR will be required to provide all labor, equipment, materials, insurance and incidentals for all the construction required for City of Plantation Fire Station # 6 Windows and Doors Replacement Project, located at 11050 West Sunrise Boulevard, Plantation, FL 33322.

The following items will need to be replaced at the Fire Station #6:

- Nine (9) Windows
- Six (6) Roll up Doors
- Six (6) Doors
- Seven (7) Louvers

The information contained in the construction documents and specifications is the minimum that potential CONTRACTOR must address in their bid proposal. CONTRACTOR must consider all applicable regulatory requirements, industry standards, best practices regarding industry construction standards.

The general scope of the project includes, but is not limited to, the following components:

CONTRACTOR to provide all applicable Design and Professional sealed drawings required for permitting and to complete the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project 'Performance Requirements' of structural Design Pressures and Thermal Values as part of the submittal and permitting processes.

CONTRACTOR to provide all necessary labor, materials and incidentals to repair, re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation for the new doors, windows and roll-up doors.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

ADAL FGC
1520 NW 65 AVE 3
PLANTATION FL 33313

**LICENSE NUMBER: CGC1528427**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9312

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BERHANE, F BENNET**

JULIANA ENTERPRISES, INC DBA POWER PRO
1520 NW 65 AVENUE, STE #3
PLANTATION FL 33313

**LICENSE NUMBER: EC0001903**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

9313

Juliana Enterprises, Inc
d/b/a Adal FGC
1520 NW 65 Ave #3
Plantation FL 33313

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 197858

Account #: OC21-0362

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
**Adal FGC**
**1520 NW 65 Ave #3**
**Plantation FL 33313**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-02604 • Paid: •

Juliana Enterprises, Inc dba Power Pro
1520 NW 65 Ave #3
Plantation FL 33313

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

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# City of Plantation
## LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 195346

Account #: OC17-0353

**Valid from 10/01/2024 to 09/30/2025**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:
**Juliana Enterprises, Inc dba Power Pro**
**1520 NW 65 Ave #3**
**Plantation FL 33313**

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN24-01542 • Paid: 07/16/2024 • $105.00

BROWARD COUNTY
FLORIDA

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**
**Governmental Center Annex**
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

July 31, 2024

Mr. F. Bennet Berhane
**JULIANA ENTERPRISES, INC.**
1520 N.W. 65th Avenue #3
Plantation, Florida 33313

Dear Mr. Berhane:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)** certifications have been renewed.

**Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office.** You will be notified in advance of your obligation to continue eligibility in a timely fashion. **However, the responsibility to ensure continued certification is yours.** Failure to document your firm's continued eligibility for the CBE and SBE programs within thirty (30) days from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 236118; 236220; 238210; 238130; 238140; 238170; 238310; 238390; 238910; 238990

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.08.03 17:51:24 -04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE**
**ANNIVERSARY DATE: JULY 31ST**

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# ADDENDUM NO. 1

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 7, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**CHANGES:**

The Mandatory Pre-Bid/Site Visit Meeting scheduled for October 10, 2024 has been rescheduled:

New- MANDATORY PRE-BID/SITE VISIT MEETING DATE: **October 16, 2024**

MANDATORY PRE-BID/SITE VISIT MEETING TIME: **11:00 AM to 12:00 PM**

MANDATORY PRE-BID MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Benhame

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**Question No. 4** - Please provide the glass color for the windows

**Response No. 4** – All windows should have clear glass with a minimum of Solarban 70.

**Question No. 5** – Please confirm the budget for this bid is as advertised, $937,932.00

**Response No. 5** – The Budget for this project is $818,814.64. Please see attached revised Bid Form.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Berhane

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# ADDENDUM NO. 2

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 21, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Please confirm all bidders are to bid strictly with the products specified by the NOAs in the bid documents at the time of the bid. The substitution process will take place after the award of the project.

**Response No. 1 –** All products are to be bid as specified unless the current Basis of Design no longer meets the current code. The only exception to this is the roll up doors as we need to change the type of door due to the allotted space currently which will now allow for a traditional roll up door.

**Question No. 2 -** Please provide the contact information for the company which supplies the Access system (Paladin Access Control).

**Response No. 2 –**

Paladin Electronic Services, Inc.
Ronald B. Roy, President
Phone Number: 954-224-0816
5088 NW 105 Drive
Coral Springs, FL 33076

**Question No. 3** – Please provide the specification for the Bay Door motors.

**Response No. 3 –** Bay door motors will have to be determined by the vendor once we have the door replacement.

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**Question No. 16-** Please confirm if round louvers need to be replaced, also confirm if the square louvers need to be replaced.

**Response No. 16-** As stated in the Pre bid meeting all opening, door, window and vents must be replaced with exact size items. If there are any issue with the current sizing, bidder must submit an alternative with reasons for substitutions.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B - Berhane

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**Question No. 5** – Hollow door to be replaced with Storefront for the entrance and exit of the building, Alternate or standard.

**Response No. 5** – As directed in the pre bid meeting, all bidders can submit storefront as an alternate.

**Question No. 6-** Are there any design pressure plans for this building?

**Response No. 6** – No.

**Question No.7-** Are hallow doors to be painted if so what specifications.

**Response No. 8-** As directed in the pre bid meetings all doors are to be painted by manufacturer prior to installation.

**Question No. 9-** Please confirm if shutters are to be removed.

**Response No. 10-** As stated in the pre bid meeting all shutters and accessories are to be removed and disposed of by the contractor.

**Question No. 11-** Please indicate if there is an allowance for asbestos.

**Response No. 12-** There is not an "asbestos" allowance. All asbestos testing and mitigation will be handled by the City.

**Question No. 13-** Is the contractor responsible for the interior blinds while replacing the impact windows?

**Response No. 13-** The Contractor is responsible for removing and reinstalling all window treatments currently installed. Any damage to these will result in the contractor having to replace the items.

**Question No. 14-** Is the contractor responsible for replacing existing sills.

**Response No. 14-** Existing sills are to remain. If there are any sills damaged, the contractor must replace with an acceptable product.

**Question No. 15-** Is the contractor responsible for replacing existing sills.

**Response No. 15-** Any and all damage to drywall or any other surfaces will be the responsibility of the contractor to replace, fix, prime and paint.

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# ADDENDUM NO. 3

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 24, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Addendum #2 shows $25,324.16 as permit allowance. Does this mean we do not include any permit cost in our bid?

**Response No. 1** – The permit allowance and construction allowance are separate and not to be included in the contractor's proposal.

**Question No. 2 -** Addendum #2 shows $93,793.20 as construction Allowance, this maybe an error since it is 10% of the old budget.

**Response No. 2** – We have revised the Permit and Construction allowances, and the amounts are correct.

**Question No. 3** – What does the Construction allowance include?

**Response No. 3** – This allowance is for our purposes alone. It is a contingency to cover any expenses that may arise that were unforeseen.

**Question No. 4 -** Confirm Von Duprin Series 900 to be used all entrance with Electric Strike.

**Response No. 4** – The Von Duprin system is one of the systems compatible with Paladin's access control system. The contractor must submit their hardware for review and confirmation from us by Paladin.

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Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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# ADDENDUM NO. 4

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 28, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – Will bronze color sample I provided be accepted as an alternative color to the black outlined in the bidding docs?

**Response No. 1** – Color samples during a pre bid meeting are not a consideration or accepted. Any and all variations from the original bid scope must be submitted as a requested alternative for review and approval or rejection.

**Question No. 2 -** Can we use Horizontal sliders instead of single hung at opening greater than 56 inches?

**Response No. 2** – Horizontal Sliders will be considered as an alternate for any opening greater than 56".

**Question No. 3** – For storefront doors would grey grey (looks like a dark tint) be acceptable for glass color?

**Response No. 3** – We would need a sample submission for consideration.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

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# ADDENDUM NO. 5

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **October 30, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

## FINAL SITE VISIT FOR FIRE STATION #6:

**This is the Final Site Visit to Take Measurements at Fire Station #6:**

SITE VISIT MEETING DATE: **November 8, 2024**

SITE VISIT MEETING TIME: **2:30 PM to 3:30 PM**

SITE VISIT MEETING LOCATION: **11050 West Sunrise Boulevard, Plantation, FL 33322**

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 5 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F.B. Berhane

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Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 6 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Berliane

Plantation
the grass is greener

# ADDENDUM NO. 6

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – "Per your "Scope of Services" for Fire Station #6 on page 27 it reads. Per our walk-through twice at this Fire Station #6 we are coming up with a different count.

**The following items will need to be replaced at the Fire Station #6:**
**o Nine (9) Windows**
**o Six (6) Roll up Doors**
**o Six (6) Doors**
**o Seven (7) Louvers**

**Response No. 1** – "It is the contractor's responsibility to verify actual quantities and dimensions for all exterior openings. The quantities provided are estimated and are to verified by the contractor."

**Question No. 2 -** Are the louvres (metal) a part of the scope of windows for replacement?

**Response No. 2** – Yes.

**Question No. 3** – If it is, what will be the new replacement (note that we can't find a manufacturer for what is existing)

**Response No. 3** – As long as it is the same size, the Manufacturer does not need to match.

**Question No. 4 -** Will the doors be white color for Fire Station #6?

**Response No. 4** – Yes, the doors should be white color.

Plantation
the grass is greener

# ADDENDUM NO. 7

**ITB No. 077-24**

**TITLE:** **Windows and Doors Replacement – Fire Station # 6**

**DATE:** **November 19, 2024**

**TO ALL PROSPECTIVE BIDDERS:**

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strikethrough~~ have been deleted from the bid documents and text in underline has been added.

**QUESTIONS AND ANSWERS**

**Question No. 1** – After Friday visit to **Station #4 and Station #6**, our Overhead door installer has some valid question. Please confirm if Stations have 3 phase power or not?"

Per specs > The motors require 208 single phase min.
But are typically 480 3 phase.

**Response No. 1** – Station #4 is 600amp 120/240 single phase. This information is per the 40 years certification from the Electrical Engineer and drawings from the 2007 remodel. We will have to check on Station #6.

Bids **must** be submitted on or before **December 10, 2024 at 11:00AM.** Bids must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 077-24.

Please acknowledge receipt of this Addendum No. 7 by returning it and/or acknowledging it in your bid.

**BIDDER'S NAME:** F. B. Bonhame

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Marcos Galan | |
|---|---|---|
| M & L Insurance and Financial Services dba Univista Insurance<br>10912 SW 184 Street<br>Cutler Ridge FL 33157 | PHONE (A/C, No, Ext): (305) 433-7393 | FAX (A/C, No): (305) 901-5654 |
| | E-MAIL ADDRESS: mgalan@univistainsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : FCBI INSURANCE COMPANY | |
| INSURED<br>BEST HOME PROTECTION WINDOWS AND DOORS INC<br>13872 SW 46TH LN<br>MIAMI FL 33175 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 106661164-2023 | 02/12/2024 | 02/12/2025 | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIC: SCC131152031

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>L & A Insurance Agency LLC dba Sebanda Insurance<br>15651 SW 88 ST BAY B-12<br>Miami FL 33196 | **CONTACT NAME:** ANA MONTERO<br>**PHONE (A/C, No, Ext):** (305) 371-1305 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** anamontero@sebandainsurance.com |
| **INSURED**<br>BEST HOME PROTECTION WINDOWS AND DOORS<br>7900 Nw 103rd St<br>Hialeah Gardens FL 33016 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** GRANADA INSURANCE COMPANY — 16870<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | x | x | 0185FL00186460 - 1 | 04/21/2024 | 04/21/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [X] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

state licence number SCC131152031

-General Liability policy is primary and non-contributory.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Best Home Protection Windows and Doors Inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 400,000.00 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 519,117.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Best Home Protection Windows and Doors Inc.
Company's Name

Yasmany Iglesias
Authorized Representative Signature

Yasmany Iglesias, President
Print Name and Title

09/12/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
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Best Home Protection Windows and Doors Inc.
Company's Name

Yasmany Iglesias
Authorized Representative Signature

Yasmany Iglesias, President
Print Name and Title

09/12/2024
Date

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# INSURANCE REQUIREMENTS

**Statement**

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**Insurance**

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**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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| PRODUCER | CONTACT NAME: Marcos Galan | |
|---|---|---|
| M & L Insurance and Financial Services dba Univista Insurance<br>10912 SW 184 Street<br>Cutler Ridge FL 33157 | PHONE (A/C, No, Ext): (305) 433-7393 | FAX (A/C, No): (305) 901-5654 |
| | E-MAIL ADDRESS: mgalan@univistainsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : FCBI INSURANCE COMPANY | |
| INSURED<br>BEST HOME PROTECTION WINDOWS AND DOORS INC<br>13872 SW 46TH LN<br>MIAMI FL 33175 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 106661164-2023 | 02/12/2024 | 02/12/2025 | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIC: SCC131152031

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>L & A Insurance Agency LLC dba Sebanda Insurance<br>15651 SW 88 ST BAY B-12<br>Miami FL 33196 | **CONTACT NAME:** ANA MONTERO<br>**PHONE (A/C, No, Ext):** (305) 371-1305 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** anamontero@sebandainsurance.com |
| **INSURED**<br>BEST HOME PROTECTION WINDOWS AND DOORS<br>7900 Nw 103rd St<br>Hialeah Gardens FL 33016 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : GRANADA INSURANCE COMPANY — 16870<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | x | x | 0185FL00186460 - 1 | 04/21/2024 | 04/21/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

state licence number SCC131152031

-General Liability policy is primary and non-contributory.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Marcos Galan | |
|---|---|---|
| M & L Insurance and Financial Services dba Univista Insurance<br>10912 SW 184 Street<br>Cutler Ridge FL 33157 | PHONE (A/C, No, Ext): (305) 433-7393 | FAX (A/C, No): (305) 901-5654 |
| | E-MAIL ADDRESS: mgalan@univistainsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : FCBI INSURANCE COMPANY | |
| INSURED<br>BEST HOME PROTECTION WINDOWS AND DOORS INC<br>13872 SW 46TH LN<br>MIAMI FL 33175 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 106661164-2023 | 02/12/2024 | 02/12/2025 | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIC: SCC131152031

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

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| | |
|---|---|
| **PRODUCER**<br>L & A Insurance Agency LLC dba Sebanda Insurance<br>15651 SW 88 ST BAY B-12<br>Miami FL 33196 | **CONTACT NAME:** ANA MONTERO<br>**PHONE (A/C, No, Ext):** (305) 371-1305 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** anamontero@sebandainsurance.com |
| **INSURED**<br>BEST HOME PROTECTION WINDOWS AND DOORS<br>7900 Nw 103rd St<br>Hialeah Gardens FL 33016 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : GRANADA INSURANCE COMPANY — 16870<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | x | x | 0185FL00186460 - 1 | 04/21/2024 | 04/21/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

state licence number SCC131152031

-General Liability policy is primary and non-contributory.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Best Home Protection Windows and Doors Inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 400,000.00 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 519,117.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

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# INSURANCE REQUIREMENTS

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**Insurance**

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**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

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**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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| PRODUCER | CONTACT NAME: Marcos Galan | |
|---|---|---|
| M & L Insurance and Financial Services dba Univista Insurance<br>10912 SW 184 Street<br>Cutler Ridge FL 33157 | PHONE (A/C, No, Ext): (305) 433-7393 | FAX (A/C, No): (305) 901-5654 |
| | E-MAIL ADDRESS: mgalan@univistainsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : FCBI INSURANCE COMPANY | |
| INSURED<br>BEST HOME PROTECTION WINDOWS AND DOORS INC<br>13872 SW 46TH LN<br>MIAMI FL 33175 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 106661164-2023 | 02/12/2024 | 02/12/2025 | ☐ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIC: SCC131152031

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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| | |
|---|---|
| **PRODUCER**<br>L & A Insurance Agency LLC dba Sebanda Insurance<br>15651 SW 88 ST BAY B-12<br>Miami FL 33196 | **CONTACT NAME:** ANA MONTERO<br>**PHONE (A/C, No, Ext):** (305) 371-1305 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** anamontero@sebandainsurance.com |
| **INSURED**<br>BEST HOME PROTECTION WINDOWS AND DOORS<br>7900 Nw 103rd St<br>Hialeah Gardens FL 33016 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** GRANADA INSURANCE COMPANY — 16870<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | x | x | 0185FL00186460 - 1 | 04/21/2024 | 04/21/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

state licence number SCC131152031

-General Liability policy is primary and non-contributory.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

*COMPANY NAME:* Best Home Protection Windows and Doors Inc

**Base Bid**

| Item No. | Description | Total Cost |
|---|---|---|
| 1 | Doors and Window Replacement – Fire Station # 6 | $ 400,000.00 |
| 2 | Permit Allowance | $25,324.16 |
| 3 | Construction Allowance | $93,793.20 |
| **GRAND TOTAL**<br>Equipment, Removal, Delivery, Assembly, and Installation<br>***Per Bid Specifications** | | $ 519,117.36 |

**The City reserves the right to increase/decrease quantities.**

| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

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**ITB NO. 077-24**
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*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Best Home Protection Windows and Doors Inc.
Company's Name

Yasmany Iglesias
Authorized Representative Signature

Yasmany Iglesias, President
Print Name and Title

09/12/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

***REVISED*** **BID/PROPOSAL FORM**

**ITB NO. 077-24**
**WINDOWS AND DOORS REPLACEMENT – FIRE STATION # 6**

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| | |
|---|---|
| *Number of Calendar Days of expected Delivery/Completion of Project.* | The work shall be completed within **210** calendar days. |

# INSURANCE REQUIREMENTS

**Statement**

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

**Insurance**

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

**Additional Insured**

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

**Commercial General Liability**

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

**Business Automobile Liability**

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers Compensation & Employers Liability**

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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**PRODUCER**

M & L Insurance and Financial Services dba Univista Insurance
10912 SW 184 Street
Cutler Ridge FL 33157

CONTACT NAME: Marcos Galan
PHONE (A/C, No, Ext): (305) 433-7393 FAX (A/C, No): (305) 901-5654
E-MAIL ADDRESS: mgalan@univistainsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : FCBI INSURANCE COMPANY | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

BEST HOME PROTECTION WINDOWS AND DOORS INC
13872 SW 46TH LN
MIAMI FL 33175

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 106661164-2023 | 02/12/2024 | 02/12/2025 | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIC: SCC131152031

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

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AUTHORIZED REPRESENTATIVE

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| | |
|---|---|
| **PRODUCER**<br>L & A Insurance Agency LLC dba Sebanda Insurance<br>15651 SW 88 ST BAY B-12<br>Miami FL 33196 | **CONTACT NAME:** ANA MONTERO<br>**PHONE (A/C, No, Ext):** (305) 371-1305 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** anamontero@sebandainsurance.com |
| **INSURED**<br>BEST HOME PROTECTION WINDOWS AND DOORS<br>7900 Nw 103rd St<br>Hialeah Gardens FL 33016 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : GRANADA INSURANCE COMPANY — 16870<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | x | x | 0185FL00186460 - 1 | 04/21/2024 | 04/21/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

state licence number SCC131152031

-General Liability policy is primary and non-contributory.

**CERTIFICATE HOLDER**

City of Plantation
400 NW 73 AVE
PLANTATION, FL 33317

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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*Fill in Form*

# SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed site located at:

- Fire Station # 6. located at 11050 West Sunrise Boulevard, Plantation, FL 33322.
- Time: 11:00 AM to 12:00 PM
- Dates: October 10, 2024 and October 24, 2024

The Project is located within City right-of-way's and may also be on residential properties. We have at our own expense, made or obtained and additional examinations, investigations, explorations, surveys, tests and studies and obtained and additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which I deemed necessary to determine our Bid Proposal price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

Best Home Protection Windows and Doors Inc.
Company's Name

Yasmany Iglesias
Authorized Representative Signature

Yasmany Iglesias, President
Print Name and Title

09/12/2024
Date

**Failure to attest to the above may be grounds for rejection of bid.**

Plantation
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City of Plantation
City Council Chambers

**Subject:**

March 12, 2025 Workshop Minutes

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

April Beggerow

**ATTACHMENTS:**
2025-03-12 Workshop Minutes.pdf

**MEETING OF THE CITY COUNCIL**
**PLANTATION, FLORIDA**

**March 12, 2025**

## CALL TO ORDER/ROLL CALL

Present: Louis Reinstein
Denise Horland
Erik Anderson
Jennifer Andreu
Timothy J Fadgen
Nick Sortal
City Attorney Kerry Ezrol

## SWA WORKSHOP

**Update on the Broward County Solid Waste and Recycling Authority - Executive Director Todd Storti**
**Department:** Administration

Assistant City Administrator Carole Morris introduced Todd Storti, Broward Solid Waste Authority Executive Director, who provided a presentation to Council regarding transitioning to a sustainable future. Collection methods were not discussed.

Councilmember Reinstein asked if, on the topic of construction and demolition debris, are these residential percentages, or are they residential and commercial combined? Are they distinguishing between construction and demolition debris and waste?

Mr. Storti replied that the slides represent all together.

Councilmember Horland asked about the new Waste Management facility. How does that factor into charting our own course?

Mr. Storti replied that we need to be aware of our funds but can work on an RFP process to see who bids on it for the ability to process the curbside recycling at volume.

Councilmember Fadgen asked about the site where the compost occurs, is there room for a new

landfill in that area? His concern is the 'not in my back yard' public uproar and stated that these are decisions that are going to be ahead.

Mr. Storti replied that the big site (County site) is being reserved for natural disaster or emergency. There is only so much capacity. A compost operation would work well because in the event of a natural disaster or emergency, the compost area could be repurposed to accept material from the disaster until it was all processed, then placed back into operation.

Councilmember Andreu asked about the 3 cities not part of the SWA.

Mr. Storti replied that they want to see how this program works. They have sent letters inquiring to the program, but they want to see how the master plan develops.

Councilmember Horland stated that there is a bill currently in the legislature which is looking at recycling goals and the authority is trying to create that circular economy and look for industries that they might be able to attract to the state of Florida. We will have a school board member as non-voting member because the school board would like to talk about what they're going to do with food waste. Broward Workshop is interested in working with us and we've talked about the port and the airport. We've got to get everybody in Broward County on board with this. Even if those three cities don't join us, really getting the business community on board is important. Everyone's doing their own thing now and it's more cost effective. But if we're talking about the long run, we don't want to be in a position that Miami Dade is right now and they're, they don't know what they're going to do without a waste to energy plant. Trucking your solid waste out of the community is not going to be sustainable. Okeechobee Landfill does have capacity. Waste management is going to take the organics up there, but at some point they're not going to take any more of your trash and organics. The consultant has not identified any parcels in the County that would be suitable for a waste to energy plant correct?

Mr. Storti replied that they have identified parcels for possible use in the county but nothing that would be able to meet a requirement for a waste energy facility or a landfill.

Councilmember Horland said that her last point is that the city of Austin has created a whole economy around taking out that construction debris and sending it back to the development community, especially when we're talking about affordable housing. They've also looked at creating recycling centers in older shopping centers. They're trying to pull out as much as they can, so it doesn't end up in the landfill.

Mr. Storti replied we need to fix the waste to energy landfill model also, especially on the waste to energy side. We need to look at how that modeling is done in Europe. Because in Europe, it accounts for, as people do recycle and reduce waste, there is less material going to the waste to energy facility.

There were no further comments or discussion.

Cover Page

Broward SWA Community Presentation March 2025 DRAFT (1).pptx.pdf

**ADJOURNMENT @ 5:59 p.m.**

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City of Plantation
City Council Chambers

**Subject:**

March 12, 2025 Meeting Minutes

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

April Beggerow

**ATTACHMENTS:**
2025-03-12 Council Minutes.pdf

**MEETING OF THE CITY COUNCIL**
**PLANTATION, FLORIDA**

**March 12, 2025**

## CITY COUNCIL CALL TO ORDER/ROLL CALL

Present: Louis Reinstein
Denise Horland
Erik Anderson
Jennifer Andreu
Timothy J Fadgen
Nick Sortal
City Attorney Kerry Ezrol

## OPENING REMARKS/INVOCATION/PLEDGE OF ALLEGIANCE -- Councilmember Fadgen

Rabbi Aron Pink, of Chabad of East Plantation, provided the invocation. Scouts from Pack 817 led the Pledge of Allegiance. Scout members present were, Tigers Mateo Lopez Gaiani and Jacqueline Jany; Wolf Vincent Collins; Bear Julian Castilla; Webelo Christian Javier and Arrows of Light (newly crossed over to Troop 817) Henry Hamacher, Joseph Jany, Quinn Robbins, Jackson Ross, Jase Ross and Michael Sitko.

## ITEMS SUBMITTED BY THE MAYOR

a.) Broward School Board Member Allen Zeman: School Board update
**Department:** Administration

Mayor Sortal introduced School Board member Allen Zeman who provided a school update including topics on repurposing, school bussing, cell phone use including the prohibitions between opening and closing bells, and academic performance.

Councilmember Andreu advised Dr. Zeman of a letter that the mayor sent to the Superintendent of schools regarding the school board owned lot at Broward and Hiatus and that the city might have right of first refusal if that land comes for sale.

Dr. Zeman replied that he will look at that letter.

Cover Page

b.) Eruv Chabad of Plantation Proclamation
**Department:** Administration

Mayor Sortal read the proclamation into the record and presented it to Rabbi Pink and Rabbi Posner.

Cover Page

Eruv Chabad of Plantation Proclamation.pdf

c.) Social Work Month
**Department:** Administration

Councilmember Andreu read the proclamation into the record and presented it to Veronica Latchman, Broward Chair of the National Association of Social Workers.

Cover Page

Social Work Month.pdf

**PARKS & RECREATION UPCOMING EVENT ANNOUNCEMENTS**

Parks & Recreation Director Trish O'Toole presented the upcoming events for the Department.

P&R Upcoming Events

**RECESS REGULAR COUNCIL MEETING @ 6:33 p.m.**

**REGULAR COUNCIL MEETING RECONVENE @ 6:42 p.m.**

**PUBLIC REQUESTS OF THE COUNCIL REGARDING MUNICIPAL AFFAIRS**

Julie Long, 972 W Tropical Way, spoke on the topic of government and thanked elected officials and employees of the City for the work that they do.

Dennis Conklin, 4581 NW 6th Ct. spoke on various topics.

Legend Wilkerson, 5440 Oakwood Rd, South Plantation Magnet program spoke about pollution caused by fertilizers. He requested the City to consider solutions like prohibiting fertilizers containing phosphorous as a way to make a difference in the City.

Christopher McGowan, 2380 SW 70th Ter, South Plantation Magnet, presented on bicycling as an alternative transportation option and requested the City to consider adding bicycle lanes on Peters Road.

**COUNCIL CONSENT AGENDA**

***Motion by Timothy J Fadgen, seconded by Denise Horland, to approve the consent agenda but for items 4 and 7. Motion carried on the following roll call vote:***

Ayes: Louis Reinstein, Denise Horland, Erik Anderson, Jennifer Andreu, Timothy J Fadgen
Nays: None

1.) Waiver of the conflict for Mitchell Rosenstein as member of AHAC pursuant to sections 112.313(3) and (7), Florida Statutes, in reference to the Local Government Area of Opportunity Award (LGAO) to Green Mills Holdings LLC to support senior housing within the Plantation Gateway CRA, approved on February 26, 2025.
**Department:** City Clerk
**Suggested Action:** Approve

Cover Page

Mitchell Rosenstein_Conflict Waiver_for Green Mills Holdings LLC.pdf

CRA RESO 2025-03 LOI with Green Mills Holdings 4930-1871-3379 1_.pdf

2.) Replacement of (2) Poly Mixing Tanks
**Department:** Procurement
**Suggested Action:** Approve as recommended.

Cover Page

2. Quote.pdf

3.) General Engineering Services - Regional Wastewater Treatment Plant Master Plan
**Department:** Procurement
**Suggested Action:** Approve as recommended.

Cover Page

Latest Amendment No. 1.pdf

Executed Agreement.pdf

Hazen Proposal.pdf

4.) February 26, 2025, Meeting Minutes
**Department:** City Clerk
**Suggested Action:** Approve

Councilmember Andreu requested a revision to the February 26, 2025 meeting minutes.

***Motion by Jennifer Andreu, seconded by Erik Anderson, to approve the minutes as corrected. Motion carried on the following roll call vote:***

Ayes: Louis Reinstein, Denise Horland, Erik Anderson, Jennifer Andreu, Timothy J Fadgen
Nays: None

Cover Page

2025-02-26 Council Minutes

5.) GENERAL - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 21, 2025 through March 05, 2025 for the City of Plantation.
**Department:** Finance

Cover Page

03-12 General Cover & Week 1.pdf

03-12 General Week 2.pdf

6.) GENERAL LEGAL - A motion to approve and file the legal expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 06, 2025 through March 06, 2025 for the City of Plantation.
**Department:** Finance

Cover Page

03-12 General Legal Cover & Week 2.pdf

7.) GATEWAY - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 21, 2025 through March 05, 2025 for the City of Plantation Gateway Development District.
**Department:** Finance

Dennis Conklin, 4581 NW 6th Ct, requested the millage rate to be reduced to 0.

***Motion by Timothy J Fadgen, seconded by Denise Horland, to approve the item as submitted. Motion carried on the following roll call vote:***

Ayes: Louis Reinstein, Denise Horland, Erik Anderson, Jennifer Andreu, Timothy J Fadgen
Nays: None

Cover Page

03-12 Gateway Cover & Week 1.pdf

03-12 Gateway Week 2.pdf

8.) MIDTOWN - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 21, 2025 through March 05, 2025 for the City of Plantation Midtown Development District.
**Department:** Finance

Cover Page

03-12 Midtown Cover & Week 2.pdf

**LEGISLATIVE ITEMS**

9.) PD22-0004: Consideration of a request to approve a land use plan amendment for The Residences at Plantation Square. The properties are located 8190 W. Sunrise Boulevard; 8050 - 8150 W. Sunrise Boulevard; and 1723 - 1797 N. University Drive

and zoned B-2P (Central Business).
**Department:** Planning, Zoning & Economic Development

Cover Page

Memorandum.pdf

10.) PP22-0071: Consideration of a request to approve a rezoning for The Residences at Plantation Square. The properties are located 8190 W. Sunrise Boulevard; 8050 - 8150 W. Sunrise Boulevard; and 1723 - 1797 N. University Drive and zoned B-2P (Central Business).
**Department:** Planning, Zoning & Economic Development

Cover Page

Memorandum.pdf

**COMMENTS BY THE MAYOR**

Mayor Sortal spoke of information sent regarding school awards to apply for.

Councilmember Horland said she shared that she sent information to administration with a list of projects that support the schools that the city has participated in.

Councilmember Renstein said that this Council has spoken regularly on their interest in supporting our schools.

Mayor Sortal said the deadline is March 21st.

**COMMENTS FROM COUNCILMEMBERS**

Councilmember Andreu wished everyone a happy St. Patrick's Day on March 17th. Plantation Fire Department graduation on the 20th. BBQ with a Hero on Saturday, March 22nd at from noon-3p.m. with our CRA at 747 Motors. She will not be present for the Sierra Club's celebration for Earth Day on the 23rd at the Nature Center in Hollywood. On April 4th Relay for Life, she asked how to purchase the luminary bags.

Councilmember Horland stated that they will bring them here.

Councilmember Andreu continued, the GFWC Volunteer of the year will be Saturday April 5th. In celebrating Women's History Month, thank you all for the work you do.

Councilmember Fadgen wished a happy St. Patrick's Day.

Councilmember Horland thanked Councilmember Andreu. In Tallahassee news, she and the Mayor will be there next week. The bill being fought this week is the dissolution of our CRA. She expressed concern about one of the provisions -that the CRA could not start any new projects as of October 1st. She has been assured that we have already set funds aside for Greenmills. From the Broward Delegation, the bill is going to be heard in the House tomorrow. But on the Senate side, Senator Pizzo, Senator Sharif, and Senator Jones did a phenomenal job fighting for the CRAs. In state statute, CRAs have to have a mandatory audit to weed out the bad actors and we are not a bad actor. She's hoping we can beat that back as well as the many other bills going after revenue. 2 government buildings may close in the city. The Social Security Administration building on W Sunrise, NOAA and FDA all have offices

which have not yet closed.  Library luncheon is this weekend and happy St Patrick's Day.

Councilmember Anderson went to the Moonlit Concert hosted by the Chamber of Commerce but missed Rock the Park.  The Chamber complimented the Parks & Rec staffed that helped with that. He wished everyone a happy St. Patrick's Day.

Councilmember Reinstein said three religions, 3 holidays, happy Purim, happy Holi and happy St. Patrick's Day.

**ADJOURNMENT @ 7:06 p.m.**

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City of Plantation
City Council Chambers

**Subject:**

GENERAL - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 07, 2025 through March 19, 2025 for the City of Plantation.

**Summary:**

**Background:**

Please Note:
All redacted items are related to Information Technology Cyber Security. These items are redacted in accordance with FS119.2125

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

Linda Murray

**ATTACHMENTS:**
03-26 General Cover & Week 1.pdf
03-26 General Week 2.pdf

A Motion to Receive and File the Expenditures and Appropriations
Reflected in the Weekly Expenditure Report
For the Period March 7, 2025 through March 19, 2025

Beit Resolved by the City Council of the City of Plantation, Florida, that:

The expenditures reflected on the attached weekly Expenditure Reports from all City funds are herewith reviewed and accepted. The planned and actual appropriations and expenditure shown in said reports are hereby accepted and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation.

Reviewed and Accepted by the City Council of the City of Plantation, Florida, this Wednesday, March 26, 2025.

# City of Plantation
## Computer Check Register
## Check Dates: March 7, 2025 to March 12, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 271868 | ABOVE ALL GARAGE DOORS OF S. FLORIDA | $174.73 | 03/12/2025 |
| 271870 | ACUSHNET COMPANY | $7,498.65 | 03/12/2025 |
| 271871 | ADIDAS AMERICA, INC. | $1,504.00 | 03/12/2025 |
| 271874 | Advance Stores Co. dba Advance Auto Parts | $342.97 | 03/12/2025 |
| 271873 | ADVANCED ENVIRONMENTAL | $107.00 | 03/12/2025 |
| 271872 | ADVANCED IMAGING SOLUTIONS INC | $657.00 | 03/12/2025 |
| 271875 | AIRGAS USA LLC | $2,972.50 | 03/12/2025 |
| 271876 | ALEKS KOLEVA TENNIS SCHOOL | $2,817.00 | 03/12/2025 |
| 271878 | ALLIED UNIVERSAL CORPORATION | $7,643.12 | 03/12/2025 |
| 271880 | AMAZON CAPITAL SERVICES, INC | $757.41 | 03/12/2025 |
| 271881 | AUTOMATIC DATA PROCESSING LLC | $8,897.90 | 03/12/2025 |
| 271882 | BADGER METER INC | $2,549.04 | 03/12/2025 |
| 271884 | BEST FIRE GEAR INC | $639.00 | 03/12/2025 |
| 271885 | BISCAYNE ENGINEERING COMPANY INC | $21,724.25 | 03/12/2025 |
| 271886 | BLD SERVICES LLC | $179,752.29 | 03/12/2025 |
| 271887 | BOARD OF COUNTY COMMISSIONERS | $3,922.50 | 03/12/2025 |
| 271910 | BOULEVARD TIRE CENTER | $1,932.96 | 03/12/2025 |
| 271888 | BOUND TREE MEDICAL LLC | $134.07 | 03/12/2025 |
| 004079 | BREAKTHRU BEVERAGE FLORIDA | $429.00 | 02/05/2025 |
| 004084 | BREAKTHRU BEVERAGE FLORIDA | $228.95 | 02/14/2025 |
| 004087 | BREAKTHRU BEVERAGE FLORIDA | $393.55 | 02/20/2025 |
| 004088 | BREAKTHRU BEVERAGE FLORIDA | $643.80 | 02/20/2025 |
| 004093 | BREAKTHRU BEVERAGE FLORIDA | $661.70 | 02/26/2025 |
| 271955 | BRETT MILLER | $290.00 | 03/12/2025 |
| 271889 | BROADCAST MUSIC | $1,068.00 | 03/12/2025 |
| 271891 | BROWARD BOLT | $15.98 | 03/12/2025 |
| 271892 | BROWARD CO BOARD OF COUNTY COMMISSIONERS | $6,721.13 | 03/12/2025 |
| 272028 | BROWARD COUNTY REVENUE COLLECTOR | $39.30 | 03/12/2025 |
| 272029 | BROWARD COUNTY REVENUE COLLECTOR | $39.30 | 03/12/2025 |
| 272030 | BROWARD COUNTY REVENUE COLLECTOR | $39.30 | 03/12/2025 |
| 271893 | BROWARD MALL LLC | $1.03 | 03/12/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 7, 2025 to March 12, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 271890 | BROWARD NELSON FOUNTAIN SERVICE | $387.90 | 03/12/2025 |
| 271894 | BURKHARD'S TRACTOR & EQUIPMENT INC | $2,444.84 | 03/12/2025 |
| 271902 | CASEY CONN | $2,342.55 | 03/12/2025 |
| 271907 | CHRISTINE PLANTEY DONALDSON | $240.00 | 03/12/2025 |
| 271896 | CINTAS CORPORATION NO 017 | $838.87 | 03/12/2025 |
| 271897 | CITY ELECTRIC SUPPLY CO | $425.00 | 03/12/2025 |
| 271898 | CITY FIRE INC | $1,397.88 | 03/12/2025 |
| 271899 | COAST PUMP & WATER TECHNOLOGIES | $1,878.94 | 03/12/2025 |
| 271900 | COBOL VIDEO | $1,500.00 | 03/12/2025 |
| 271903 | CONTINUANT INC | $1,949.26 | 03/12/2025 |
| 271904 | CUSANO'S ITALIAN BAKERY INC | $191.66 | 03/12/2025 |
| 271905 | CY'S LINEN SERVICE LLC | $354.68 | 03/12/2025 |
| 271906 | DELL MARKETING LP | $6,279.22 | 03/12/2025 |
| 271879 | DENISE AMARINI | $500.00 | 03/12/2025 |
| 272032 | DEPARTMENT OF ENVIRONMENTAL PROTECTION | $75.00 | 03/12/2025 |
| 272033 | DEPARTMENT OF ENVIRONMENTAL PROTECTION | $75.00 | 03/12/2025 |
| 272034 | DEPARTMENT OF ENVIRONMENTAL PROTECTION | $50.00 | 03/12/2025 |
| 271922 | DIEGO GOMEZ | $100.00 | 03/12/2025 |
| 271973 | DOXIM INC | $18,268.49 | 03/12/2025 |
| 271908 | DTA PUBLIC FINANCE INC. | $882.71 | 03/12/2025 |
| 271909 | DUBOIS CHEMICALS INC | $6,642.62 | 03/12/2025 |
| 271911 | EASY PICKER GOLF PRODUCTS INC | $5,826.72 | 03/12/2025 |
| 271912 | ECONOMY AUTO UPHOLSTERY | $1,975.00 | 03/12/2025 |
| 271913 | ELECTRICAL CONTRACTING SERVICE INC | $3,393.00 | 03/12/2025 |
| 272006 | ELPEX/MIAMI TIRESOLES | $5,752.90 | 03/12/2025 |
| 271914 | ENVIRONMENTAL PRODUCTS GROUP INC | $90.52 | 03/12/2025 |
| 271915 | EVERGLADES EQUIPMENT GROUP | $2,187.45 | 03/12/2025 |
| 271916 | FLORAL PROMOTIONS INC | $630.50 | 03/12/2025 |
| 271917 | FLORIDA POWER & LIGHT COMPANY | $198.55 | 03/12/2025 |
| 271918 | FLORIDA SUPERIOR SAND INC | $1,332.24 | 03/12/2025 |
| 271948 | FREIGHTLINER OF BROWARD | $101.13 | 03/12/2025 |
| 004078 | GOLD COAST BEVERAGE LLC | $922.38 | 02/06/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 7, 2025 to March 12, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 004082 | GOLD COAST BEVERAGE LLC | $914.99 | 02/13/2025 |
| 004086 | GOLD COAST BEVERAGE LLC | $787.99 | 02/20/2025 |
| 004094 | GOLD COAST BEVERAGE LLC | $761.98 | 02/27/2025 |
| 271921 | GOLDCOAST GROUP INC | $493.70 | 03/12/2025 |
| 271923 | GPS INDUSTRIES LLC | $3,525.00 | 03/12/2025 |
| 271924 | GRAINGER | $971.32 | 03/12/2025 |
| 271925 | GRAYBAR ELECTRIC CO | $490.65 | 03/12/2025 |
| 271926 | GREEN THUMB LAWN & GARDEN | $2,105.23 | 03/12/2025 |
| 271927 | GREENSPOON MARDER LLP | $925.00 | 03/12/2025 |
| 271975 | GREG POLINS | $407.67 | 03/12/2025 |
| 271978 | GUIDANT MANAGEMENT GROUP LLC | $192.60 | 03/12/2025 |
| 271928 | HARN R/O SYSTEMS INC | $17,010.00 | 03/12/2025 |
| 271934 | HD Supply formerly Home Depot Pro | $7,210.51 | 03/12/2025 |
| 271931 | HEALTHCARE ENVIRONMENTAL SERVICES LLC | $239.43 | 03/12/2025 |
| 271932 | [redacted] | $15,860.00 | 03/12/2025 |
| 271933 | HOWARD TECHNOLOGY SOLUTIONS | $684,085.00 | 03/12/2025 |
| 271940 | IN UNISON SCHOOL APPAREL | $1,189.75 | 03/12/2025 |
| 271936 | INGRAM LIBRARY SERVICES | $1,264.22 | 03/12/2025 |
| 271937 | INSIGHT PUBLIC SECTOR INC | $31.08 | 03/12/2025 |
| 271938 | INSTRUMART | $546.72 | 03/12/2025 |
| 271939 | INTERSTATE SCREW CORP | $71.20 | 03/12/2025 |
| 271941 | JACKSON LAND DEVELOPMENT LLC | $38,046.20 | 03/12/2025 |
| 271883 | JAMES BEAN | $50.00 | 03/12/2025 |
| 271972 | JEAN PETROVIC- PETTY CASH | $257.56 | 03/12/2025 |
| 271952 | John McPherson | $50.00 | 03/12/2025 |
| 271895 | KAYOSAN CAMPBELL | $25.00 | 03/12/2025 |
| 271942 | KIMBALL MIDWEST | $337.23 | 03/12/2025 |
| 271943 | KIMLEY-HORN AND ASSOCIATES, INC | $6,460.50 | 03/12/2025 |
| 271945 | Law Enforcement Psychological & Counseling | $670.00 | 03/12/2025 |
| 271920 | LEANNE TRACEY GELB | $100.00 | 03/12/2025 |
| 271946 | LINCOLN AQUATICS | $520.38 | 03/12/2025 |
| 271947 | LION FIRST RESPONDER PPE INC | $586.25 | 03/12/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 7, 2025 to March 12, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 271986 | LUZ REYES | $1,241.19 | 03/12/2025 |
| 271958 | M&M CONTROL SERVICE INC | $1,445.73 | 03/12/2025 |
| 271944 | MARY ANN LAMBIRO - PETTY CASH | $28.99 | 03/12/2025 |
| 271949 | MATHENY MOTOR TRUCK CO. | $3,943.10 | 03/12/2025 |
| 271950 | MCGREGOR BATTERY & ELECTRIC INC | $362.98 | 03/12/2025 |
| 271951 | MCKEE'S TEES PLUS LLC | $4,955.75 | 03/12/2025 |
| 271953 | MGJ DISTRIBUTING INC | $85.30 | 03/12/2025 |
| 271919 | Michael Bongiorno | $450.00 | 03/12/2025 |
| 271954 | MIDWEST TAPE, LLC | $215.46 | 03/12/2025 |
| 271957 | MILLS ELECTRIC SERVICE INC | $17,517.59 | 03/12/2025 |
| 271956 | MILLS POND UMPIRES ASSOCIATION | $408.00 | 03/12/2025 |
| 271959 | MOTION INDUSTRIES INC | $3,124.20 | 03/12/2025 |
| 271960 | MOTOROLA SOLUTIONS INC | $894.59 | 03/12/2025 |
| 271964 | NANCY OLSON WATER FITNESS | $450.00 | 03/12/2025 |
| 271961 | NASREP INC | $422.00 | 03/12/2025 |
| 271962 | Northern Tool & Equipment Catalog Holdings Inc | $167.44 | 03/12/2025 |
| 271901 | Occupational Health Centers of the SW | $645.00 | 03/12/2025 |
| 271963 | ODP BUSINESS SOLUTIONS, LLC | $102.36 | 03/12/2025 |
| 271965 | ON-HOLD CONCEPTS INC | $85.00 | 03/12/2025 |
| 271966 | O'REILLY AUTO PARTS | $1,057.10 | 03/12/2025 |
| 271967 | Orthopaedic Center of South Florida | $1,250.00 | 03/12/2025 |
| 271968 | PALADIN ELECTRONIC SERVICES INC | $3,057.75 | 03/12/2025 |
| 271970 | PARTS AUTHORITY LLC | $166.44 | 03/12/2025 |
| 271971 | PEPSI BEVERAGES COMPANY | $600.74 | 03/12/2025 |
| 271974 | PLANTATION FORD | $2,803.01 | 03/12/2025 |
| 271976 | PORT CONSOLIDATED INC | $2,128.16 | 03/12/2025 |
| 271977 | PRECISION SMALL ENGINE CO INC | $3,151.54 | 03/12/2025 |
| 271979 | PROTOTYPE, INC | $131.25 | 03/12/2025 |
| 271980 | PSI TECHNOLOGIES INC | $8,991.00 | 03/12/2025 |
| 271981 | PUBLIX SUPERMARKETS INC | $4,777.50 | 03/12/2025 |
| 271982 | PUMP STATION MAINTENANCE SERVICES LLC | $4,166.00 | 03/12/2025 |
| 271983 | RECHTIEN INTERNATIONAL TRUCKS INC | $982.55 | 03/12/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 7, 2025 to March 12, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 271984 | RESCUE SYSTEMS UNLIMITED LLC | $55,590.00 | 03/12/2025 |
| 271985 | REXEL USA INC | $363.16 | 03/12/2025 |
| 271987 | RICE PUMP & MOTOR REPAIR INC | $44.03 | 03/12/2025 |
| 271989 | ROSSELLE'S METALS, INC.. | $335.00 | 03/12/2025 |
| 271877 | RS AMERICAS, INC | $1,815.75 | 03/12/2025 |
| 271990 | SAFETY-KLEEN SYSTEMS INC | $743.60 | 03/12/2025 |
| 272035 | SALSA PLANTATION INC | $510.00 | 03/12/2025 |
| 271991 | SAWGRASS FORD INC | $1,520.54 | 03/12/2025 |
| 271992 | SCIENS LLC | $7,650.00 | 03/12/2025 |
| 271929 | SOMKAR HARNANDAN | $613.29 | 03/12/2025 |
| 271993 | SOUTHEASTERN PUMP | $12,942.20 | 03/12/2025 |
| 271994 | SOUTHERN COMPUTER WAREHOUSE, INC. | $13,253.61 | 03/12/2025 |
| 004080 | SOUTHERN GLAZER'S WINE & SPIRITS LLC | $1,145.94 | 02/06/2025 |
| 004083 | SOUTHERN GLAZER'S WINE & SPIRITS LLC | $1,323.71 | 02/13/2025 |
| 004089 | SOUTHERN GLAZER'S WINE & SPIRITS LLC | $1,900.00 | 02/20/2025 |
| 004090 | SOUTHERN GLAZER'S WINE & SPIRITS LLC | $146.00 | 02/20/2025 |
| 004095 | SOUTHERN GLAZER'S WINE & SPIRITS LLC | $1,969.54 | 02/27/2025 |
| 271988 | SRIXON/CLEVELAND GOLF/XXIO | $3,718.33 | 03/12/2025 |
| 271869 | STAFFING CONNECTION | $26,976.70 | 03/12/2025 |
| 271995 | STAPLES INC. | $971.58 | 03/12/2025 |
| 271996 | STAR TURF FARMS, LLC | $4,020.00 | 03/12/2025 |
| 271997 | STERLING WATER TECHNOLOGIES LLC | $6,583.25 | 03/12/2025 |
| 271998 | STPMOTORSPORT INC. | $99.99 | 03/12/2025 |
| 271999 | STRICTLY TECHNOLOGY LLC | $33,015.46 | 03/12/2025 |
| 272000 | STROBES-R-US | $8,095.56 | 03/12/2025 |
| 272001 | SUNBELT RENTALS INC | $896.50 | 03/12/2025 |
| 272002 | Sunshine State One Call of Florida Inc dba | $425.74 | 03/12/2025 |
| 272003 | SUPERVISOR OF ELECTIONS-BROWARD COUNTY | $41,873.30 | 03/12/2025 |
| 272004 | TAVERNA CHRYSLER JEEP DODGE RAM | $605.49 | 03/12/2025 |
| 272005 | TAYLOR MADE GOLF COMPANY INC | $1,503.50 | 03/12/2025 |
| 271935 | TENACARVA MACHINERY CO LLC | $24,563.00 | 03/12/2025 |
| 272007 | TMCAA, INC. | $371.96 | 03/12/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 7, 2025 to March 12, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 272008 | [redacted] | $114.49 | 03/12/2025 |
| 272009 | [redacted] | $305.69 | 03/12/2025 |
| 272010 | [redacted] | $154.00 | 03/12/2025 |
| 272011 | [redacted] | $33.78 | 03/12/2025 |
| 272012 | TOTAL COMPLIANCE NETWORK | $29.00 | 03/12/2025 |
| 271969 | TPH HOLDINGS LLC dba THE PARTS HOUSE | $198.78 | 03/12/2025 |
| 272013 | TRANSUNION RISK AND ALTERNATIVE | $454.00 | 03/12/2025 |
| 272014 | TT&S PRINTING INC | $50.00 | 03/12/2025 |
| 271930 | VALERIE HAYES | $157.67 | 03/12/2025 |
| 272017 | [redacted] | $1,398.36 | 03/12/2025 |
| 272018 | VERSATERM PUBLIC SAFETY US, INC. | $2,094.75 | 03/12/2025 |
| 272019 | VIGILANT SOLUTIONS LLC | $8,736.00 | 03/12/2025 |
| 001008 | VPR CONSTRUCTION CORP | $18,535.50 | 03/12/2025 |
| 272020 | VPR CONSTRUCTION CORP | $425.00 | 03/12/2025 |
| 272021 | WALTERS ZACKRIA ASSOCIATES, PLLC | $14,810.76 | 03/12/2025 |
| 272022 | WASTE MANAGEMENT INC OF FLORIDA | $552,886.07 | 03/12/2025 |
| 004076 | Western Beverage LLC | $374.40 | 02/05/2025 |
| 004077 | Western Beverage LLC | $229.00 | 02/05/2025 |
| 004081 | Western Beverage LLC | $283.70 | 02/12/2025 |
| 004085 | Western Beverage LLC | $306.90 | 02/19/2025 |
| 004091 | Western Beverage LLC | $159.00 | 02/26/2025 |
| 004092 | Western Beverage LLC | $507.20 | 02/26/2025 |
| 271867 | WEX BANK | $1,008.62 | 03/07/2025 |
| 272023 | WILSON SPORTING GOODS CO | $152.44 | 03/12/2025 |
| 272024 | [redacted] | $2,195.23 | 03/12/2025 |
| 272025 | WINZER FRANCHISE COMPANY INC | $439.15 | 03/12/2025 |
| 272026 | XYLEM WATER SOLUTIONS USA INC | $4,065.00 | 03/12/2025 |
| | | **$2,045,518.54** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## Manual Check Register
## Posted Dates: March 7, 2025 to March 12, 2025

| Payment | Vendor | Amount | Posting Date |
|---|---|---|---|
| 00000000000345520 | BOARD OF COUNTY COMMISSIONERS | $27.00 | 03/07/2025 |
| 00000000000345535 | BOARD OF COUNTY COMMISSIONERS | $20.00 | 03/12/2025 |
| 00000000000345534 | BOARD OF COUNTY COMMISSIONERS | $10.00 | 03/12/2025 |
| CASH | CREDIT CARD REFUNDS | $246.10 | 03/07/2025 |
| CASH | CREDIT CARD REFUNDS- PARKS | $6,769.92 | 03/07/2025 |
| W00000000000345526 | FLORIDA SDU | $6,336.25 | 03/12/2025 |
| W00000000000345529 | FRATERNAL ORDER OF POLICE LODGE 31 | $4,352.50 | 03/12/2025 |
| W00000000000345527 | General Employees Pension Fund | $88,817.91 | 03/12/2025 |
| W00000000000345524 | GUIDANT MANAGEMENT GROUP LLC | $91,749.63 | 03/12/2025 |
| W00000000000345532 | Internal Revenue Service | $770,385.95 | 03/12/2025 |
| W00000000000345533 | LINCOLN FINANCIAL GROUP | $71,482.23 | 03/12/2025 |
| W00000000000345530 | METRO-BROWARD PROFESSIONAL FIRE | $3,271.52 | 03/12/2025 |
| W00000000000345528 | Police Pension Fund | $59,677.89 | 03/12/2025 |
| 00000000000345536 | PORT CONSOLIDATED INC | $22,297.94 | 03/12/2025 |
| W00000000000345518 | Rae Carole Armstrong | $4,884.23 | 03/07/2025 |
| W00000000000345525 | UNITED HEALTHCARE | $483,880.38 | 03/12/2025 |
| W00000000000345531 | WELLSONE COMMERCIAL CARD | $141,988.22 | 03/12/2025 |
| 00000000000345519 | WHH SOLUTIONS LLC | $8,800.79 | 03/07/2025 |
| | | **$1,764,998.46** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## E-Payment Register
### Posted Dates: March 7, 2025 to March 12, 2025

| Payment | Vendor | Amount | Posting Date |
|---|---|---|---|
| EPAY0002249 | Century Fire Protection-Advanced Inc. | $2,448.00 | 03/12/2025 |
| EPAY0002250 | CHENEY BROTHERS INC | $4,821.56 | 03/12/2025 |
| EPAY0002251 | EDJ SERVICE LLC | $3,306.00 | 03/12/2025 |
| EPAY0002252 | EXPERT DIESEL | $1,270.80 | 03/12/2025 |
| EPAY0002253 | FERGUSON ENTERPRISES INC | $5,092.11 | 03/12/2025 |
| EPAY0002254 | FIRECLEAN, INC | $816.00 | 03/12/2025 |
| EPAY0002255 | JEFFREY ALLEN INC | $1,537.43 | 03/12/2025 |
| EPAY0002257 | M & H AUTOMOTIVE INC | $803.05 | 03/12/2025 |
| EPAY0002256 | MCKINSEY STEEL & SUPPLY OF FL INC | $426.50 | 03/12/2025 |
| EPAY0002258 | RYAN INCORPORATED SOUTHERN | $279,292.21 | 03/12/2025 |
| | | **$299,813.66** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **ABOVE ALL GARAGE DOORS OF S. FLORIDA** | | | | | | |
| | 03/12/2025 | 271868 | Computer | | | |
| | | | | $174.73 | 001-4300 | R/M-Structures |
| | | | | **$174.73** | | |
| **ACUSHNET COMPANY** | | | | | | |
| | 03/12/2025 | 271870 | Computer | | | |
| | | | | $138.00 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $372.72 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $4,005.04 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $927.35 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $810.66 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $261.67 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $1,400.75 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | ($2.76) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($225.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($120.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($23.40) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($4.98) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($41.40) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$7,498.65** | | |
| **ADIDAS AMERICA, INC.** | | | | | | |
| | 03/12/2025 | 271871 | Computer | | | |
| | | | | $1,022.50 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $141.00 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $172.50 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $45.00 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $210.00 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | ($69.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($18.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$1,504.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **Advance Stores Co. dba Advance Auto Parts** | | | | | | |
| | 03/12/2025 | 271874 | Computer | | | |
| | | | | $299.83 | 001-0000 | Inventory-Garage |
| | | | | $43.14 | 001-5500 | R/M-Vehicles |
| | | | | **$342.97** | | |
| **ADVANCED ENVIRONMENTAL** | | | | | | |
| | 03/12/2025 | 271873 | Computer | | | |
| | | | | $42.00 | 440-0100 | Chemical analysis |
| | | | | $65.00 | 440-0100 | Chemical analysis |
| | | | | **$107.00** | | |
| **ADVANCED IMAGING SOLUTIONS INC** | | | | | | |
| | 03/12/2025 | 271872 | Computer | | | |
| | | | | $416.00 | 001-3505 | Printing and binding |
| | | | | $241.00 | 001-3505 | Printing and binding |
| | | | | **$657.00** | | |
| **AIRGAS USA LLC** | | | | | | |
| | 03/12/2025 | 271875 | Computer | | | |
| | | | | $2,972.50 | 001-4400 | Supplies-Medical |
| | | | | **$2,972.50** | | |
| **ALEKS KOLEVA TENNIS SCHOOL** | | | | | | |
| | 03/12/2025 | 271876 | Computer | | | |
| | | | | $2,817.00 | 001-7531 | Outside instructors |
| | | | | **$2,817.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **ALLIED UNIVERSAL CORPORATION** | | | | | | |
| | 03/12/2025 | 271878 | Computer | | | |
| | | | | $7,643.12 | 440-0100 | Supplies-Chemicals |
| | | | | **$7,643.12** | | |
| **AMAZON CAPITAL SERVICES, INC** | | | | | | |
| | 03/12/2025 | 17C4-V69J-1QNL | Credit | | | |
| | | | | ($194.99) | 001-2300 | Tools/Under threshold furn/equip |
| | | | | **($194.99)** | | |
| **AMAZON CAPITAL SERVICES, INC** | | | | | | |
| | 03/12/2025 | 1HWW-M799-6RDF | Credit | | | |
| | | | | ($9.45) | 440-0100 | Supplies/Materials-Expendable |
| | | | | ($9.45) | 440-0200 | Supplies/Materials-Expendable |
| | | | | **($18.90)** | | |
| **AMAZON CAPITAL SERVICES, INC** | | | | | | |
| | 03/12/2025 | 271880 | Computer | | | |
| | | | | $447.56 | 001-1100 | Supplies-Office |
| | | | | $142.99 | 001-2300 | Supplies/Materials-Expendable |
| | | | | $229.99 | 001-2300 | Tools/Under threshold furn/equip |
| | | | | $125.91 | 001-7502 | Special events |
| | | | | $5.95 | 127-4700 | Supplies-Office |
| | | | | **$952.40** | | |
| **AUTOMATIC DATA PROCESSING LLC** | | | | | | |
| | 03/12/2025 | 271881 | Computer | | | |
| | | | | $50.00 | 001-2300 | R/M-Equipment |
| | | | | $373.00 | 001-2300 | R/M-Maintenance contract-computers |
| | | | | $3,974.20 | 001-2700 | Outside service fees |
| | | | | $4,110.10 | 001-2700 | Outside service fees |
| | | | | $390.60 | 001-4300 | R/M-Maintenance contract |
| | | | | **$8,897.90** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BADGER METER INC** | | | | | | |
| | 03/12/2025 | 271882 | Computer | | | |
| | | | | $2,549.04 | 440-0000 | Inventory-Materials & Supplies |
| | | | | **$2,549.04** | | |
| **BEST FIRE GEAR INC** | | | | | | |
| | 03/12/2025 | 271884 | Computer | | | |
| | | | | $639.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | **$639.00** | | |
| **BISCAYNE ENGINEERING COMPANY INC** | | | | | | |
| | 03/12/2025 | 271885 | Computer | | | |
| | | | | $3,063.00 | 113-1300 | Capital Outlay: Improvements |
| | | | | $18,661.25 | 125-0000 | Capital Outlay: Improvements |
| | | | | **$21,724.25** | | |
| **BLD SERVICES LLC** | | | | | | |
| | 03/12/2025 | 271886 | Computer | | | |
| | | | | $87,794.08 | 443-0000 | CIP-Sanitary Sewer Rehab |
| | | | | $33,600.53 | 443-0000 | CIP-Sanitary Sewer Rehab |
| | | | | $57,397.68 | 443-0000 | CIP-Sanitary Sewer Rehab |
| | | | | $960.00 | 443-0000 | CIP-Sanitary Sewer Rehab |
| | | | | **$179,752.29** | | |
| **BOARD OF COUNTY COMMISSIONERS** | | | | | | |
| | 03/12/2025 | 271887 | Computer | | | |
| | | | | $1,959.50 | 460-5200 | Debris removal |
| | | | | $1,963.00 | 460-5200 | Debris removal |
| | | | | **$3,922.50** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BOULEVARD TIRE CENTER** | | | | | | |
| | 03/12/2025 | 271910 | Computer | | | |
| | | | | $646.96 | 001-4300 | R/M-Tires |
| | | | | $138.90 | 001-4300 | R/M-Tires |
| | | | | $1,147.10 | 001-4400 | R/M-Tires |
| | | | | **$1,932.96** | | |
| **BOUND TREE MEDICAL LLC** | | | | | | |
| | 03/12/2025 | 271888 | Computer | | | |
| | | | | $65.40 | 001-4400 | Supplies-Medical |
| | | | | $23.12 | 001-4400 | Supplies-Medical |
| | | | | $45.55 | 001-4400 | Supplies-Medical |
| | | | | **$134.07** | | |
| **BREAKTHRU BEVERAGE FLORIDA** | | | | | | |
| | 03/07/2025 | 004079 | Computer | | | |
| | | | | $816.00 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($387.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$429.00** | | |
| **BREAKTHRU BEVERAGE FLORIDA** | | | | | | |
| | 03/07/2025 | 004084 | Computer | | | |
| | | | | $390.95 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($162.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$228.95** | | |
| **BREAKTHRU BEVERAGE FLORIDA** | | | | | | |
| | 03/07/2025 | 004087 | Computer | | | |
| | | | | $555.55 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($162.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$393.55** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BREAKTHRU BEVERAGE FLORIDA** | | | | | | |
| | 03/07/2025 | 004088 | Computer | | | |
| | | | | $1,011.60 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($367.80) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$643.80** | | |
| **BREAKTHRU BEVERAGE FLORİDA** | | | | | | |
| | 03/07/2025 | 004093 | Computer | | | |
| | | | | $1,100.30 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($438.60) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$661.70** | | |
| **BRETT MILLER** | | | | | | |
| | 03/12/2025 | 271955 | Computer | | | |
| | | | | $34.50 | 440-0100 | Transportation costs |
| | | | | $110.50 | 440-0100 | Food and shelter |
| | | | | $34.50 | 440-0200 | Transportation costs |
| | | | | $110.50 | 440-0200 | Food and shelter |
| | | | | **$290.00** | | |
| **BROADCAST MUSIC** | | | | | | |
| | 03/12/2025 | 271889 | Computer | | | |
| | | | | $1,068.00 | 001-7502 | Permits/Application fees |
| | | | | **$1,068.00** | | |
| **BROWARD BOLT** | | | | | | |
| | 03/12/2025 | 271891 | Computer | | | |
| | | | | $15.98 | 001-7501 | R/M-Equipment |
| | | | | **$15.98** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BROWARD CO BOARD OF COUNTY COMMISSIONERS** | | | | | | |
| | 03/12/2025 | 271892 | Computer | | | |
| | | | | $6,929.00 | 127-0000 | Accrued County Permit Tax Payable |
| | | | | ($207.87) | 127-0000 | Misc revenue-Commissions |
| | | | | **$6,721.13** | | |
| **BROWARD COUNTY REVENUE COLLECTOR** | | | | | | |
| | 03/12/2025 | 272028 | Computer | | | |
| | | | | $39.30 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | **$39.30** | | |
| **BROWARD COUNTY REVENUE COLLECTOR** | | | | | | |
| | 03/12/2025 | 272029 | Computer | | | |
| | | | | $39.30 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | **$39.30** | | |
| **BROWARD COUNTY REVENUE COLLECTOR** | | | | | | |
| | 03/12/2025 | 272030 | Computer | | | |
| | | | | $39.30 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | **$39.30** | | |
| **BROWARD MALL LLC** | | | | | | |
| | 03/12/2025 | 271893 | Computer | | | |
| | | | | $1.03 | 001-3900 | R/M-Maintenance contract |
| | | | | **$1.03** | | |
| **BROWARD NELSON FOUNTAIN SERVICE** | | | | | | |
| | 03/12/2025 | 271890 | Computer | | | |
| | | | | $208.60 | 001-7532 | Supplies-Chemicals |
| | | | | $104.30 | 001-7532 | Supplies-Chemicals |
| | | | | $75.00 | 001-7532 | Supplies-Chemicals |
| | | | | **$387.90** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BURKHARD'S TRACTOR & EQUIPMENT INC** | | | | | | |
| | 03/12/2025 | 271894 | Computer | | | |
| | | | | $47.48 | 001-0000 | Inventory-Garage |
| | | | | $54.64 | 001-5500 | R/M-Equipment |
| | | | | $265.94 | 001-5500 | R/M-Equipment |
| | | | | $56.22 | 001-5500 | R/M-Equipment |
| | | | | $65.88 | 001-5500 | R/M-Equipment |
| | | | | $1,168.46 | 001-5500 | R/M-Equipment |
| | | | | $388.28 | 001-5500 | R/M-Equipment |
| | | | | $54.64 | 001-5500 | R/M-Equipment |
| | | | | $343.30 | 001-5500 | R/M-Equipment |
| | | | | **$2,444.84** | | |
| **CASEY CONN** | | | | | | |
| | 03/12/2025 | 271902 | Computer | | | |
| | | | | $2,342.55 | 880-0000 | Accounts Payable-various |
| | | | | **$2,342.55** | | |
| **CHRISTINE PLANTEY DONALDSON** | | | | | | |
| | 03/12/2025 | 271907 | Computer | | | |
| | | | | $240.00 | 001-7532 | Outside instructors |
| | | | | **$240.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **CINTAS CORPORATION NO 017** | | | | | | |
| | 03/12/2025 | 271896 | Computer | | | |
| | | | | $292.89 | 001-7501 | Supplies-Uniforms/Protective gear |
| | | | | $21.20 | 001-7502 | Supplies-Uniforms/Protective gear |
| | | | | $15.00 | 440-0100 | Waste disposal |
| | | | | $39.43 | 440-0100 | Supplies-Uniforms/Protective gear |
| | | | | $161.23 | 440-0100 | Supplies-Uniforms/Protective gear |
| | | | | $161.22 | 440-0200 | Supplies-Uniforms/Protective gear |
| | | | | $80.68 | 440-0200 | Supplies-Uniforms/Protective gear |
| | | | | $15.00 | 440-0200 | Waste disposal |
| | | | | $52.22 | 449-4924 | Rentals |
| | | | | **$838.87** | | |
| **CITY ELECTRIC SUPPLY CO** | | | | | | |
| | 03/12/2025 | 271897 | Computer | | | |
| | | | | $425.00 | 001-7501 | Supplies/Materials-Expendable |
| | | | | **$425.00** | | |
| **CITY FIRE INC** | | | | | | |
| | 03/12/2025 | 271898 | Computer | | | |
| | | | | $1,090.50 | 001-3900 | R/M-Maintenance contract |
| | | | | $182.50 | 001-4300 | R/M-Maintenance contract |
| | | | | $124.88 | 001-4300 | R/M-Maintenance contract |
| | | | | **$1,397.88** | | |
| **COAST PUMP & WATER TECHNOLOGIES** | | | | | | |
| | 03/12/2025 | 271899 | Computer | | | |
| | | | | $944.26 | 001-7501 | R/M-Grounds |
| | | | | $866.39 | 001-7501 | R/M-Grounds |
| | | | | $68.29 | 001-7501 | R/M-Grounds |
| | | | | **$1,878.94** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **COBOL VIDEO** | | | | | | |
| | 03/12/2025 | 271900 | Computer | | | |
| | | | | $1,500.00 | 001-3900 | Consultants |
| | | | | **$1,500.00** | | |
| **CONTINUANT INC** | | | | | | |
| | 03/12/2025 | 271903 | Computer | | | |
| | | | | $1,949.26 | 001-2300 | Communications |
| | | | | **$1,949.26** | | |
| **CUSANO'S ITALIAN BAKERY INC** | | | | | | |
| | 03/12/2025 | 271904 | Computer | | | |
| | | | | $89.18 | 449-0000 | Inventory-Groceries |
| | | | | $102.48 | 449-0000 | Inventory-Groceries |
| | | | | **$191.66** | | |
| **CY'S LINEN SERVICE LLC** | | | | | | |
| | 03/12/2025 | 271905 | Computer | | | |
| | | | | $354.68 | 449-4922 | Rentals |
| | | | | **$354.68** | | |
| **DELL MARKETING LP** | | | | | | |
| | 03/12/2025 | 271906 | Computer | | | |
| | | | | $55.49 | 001-2300 | Tools/Under threshold furn/equip |
| | | | | $2,413.24 | 001-3505 | Tools/Under threshold furn/equip |
| | | | | $185.00 | 001-5500 | Tools/Under threshold furn/equip |
| | | | | $55.49 | 001-5500 | Tools/Under threshold furn/equip |
| | | | | $3,385.00 | 001-5500 | Tools/Under threshold furn/equip |
| | | | | $92.50 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $92.50 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | **$6,279.22** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **DENISE AMARINI** | | | | | | |
| | 03/12/2025 | 271879 | Computer | | | |
| | | | | $500.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | **$500.00** | | |
| **DEPARTMENT OF ENVIRONMENTAL PROTECTION** | | | | | | |
| | 03/12/2025 | 272032 | Computer | | | |
| | | | | $75.00 | 440-0100 | Memberships/Schools |
| | | | | **$75.00** | | |
| **DEPARTMENT OF ENVIRONMENTAL PROTECTION** | | | | | | |
| | 03/12/2025 | 272033 | Computer | | | |
| | | | | $75.00 | 440-0100 | Memberships/Schools |
| | | | | **$75.00** | | |
| **DEPARTMENT OF ENVIRONMENTAL PROTECTION** | | | | | | |
| | 03/12/2025 | 272034 | Computer | | | |
| | | | | $50.00 | 440-0100 | Memberships/Schools |
| | | | | **$50.00** | | |
| **DIEGO GOMEZ** | | | | | | |
| | 03/12/2025 | 271922 | Computer | | | |
| | | | | $100.00 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$100.00** | | |
| **DOXIM INC** | | | | | | |
| | 03/12/2025 | 271973 | Computer | | | |
| | | | | $62.61 | 001-1903 | Printing and binding |
| | | | | $465.20 | 001-1903 | Postage/shipping charges |
| | | | | $2,403.09 | 440-0100 | Printing and binding |
| | | | | $6,467.25 | 440-0100 | Postage/shipping charges |
| | | | | $2,403.09 | 440-0200 | Printing and binding |
| | | | | $6,467.25 | 440-0200 | Postage/shipping charges |
| | | | | **$18,268.49** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **DTA PUBLIC FINANCE INC.** | | | | | | |
| | 03/12/2025 | 271908 | Computer | | | |
| | | | | $882.71 | 001-3505 | Consultants |
| | | | | **$882.71** | | |
| **DUBOIS CHEMICALS INC** | | | | | | |
| | 03/12/2025 | 271909 | Computer | | | |
| | | | | $6,642.62 | 440-0100 | Supplies-Chemicals |
| | | | | **$6,642.62** | | |
| **EASY PICKER GOLF PRODUCTS INC** | | | | | | |
| | 03/12/2025 | 271911 | Computer | | | |
| | | | | $300.92 | 449-4923 | Supplies/Materials-Expendable |
| | | | | $535.89 | 449-4923 | Supplies/Materials-Expendable |
| | | | | $454.16 | 449-4923 | R/M-Equipment |
| | | | | $4,535.75 | 449-4923 | Tools/Under threshold furn/equip |
| | | | | **$5,826.72** | | |
| **ECONOMY AUTO UPHOLSTERY** | | | | | | |
| | 03/12/2025 | 271912 | Computer | | | |
| | | | | $1,975.00 | 001-5500 | R/M-Vehicles |
| | | | | **$1,975.00** | | |
| **ELECTRICAL CONTRACTING SERVICE INC** | | | | | | |
| | 03/12/2025 | 271913 | Computer | | | |
| | | | | $3,393.00 | 001-7501 | R/M-Grounds |
| | | | | **$3,393.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **ELPEX/MIAMI TIRESOLES** | | | | | | |
| | 03/12/2025 | 272006 | Computer | | | |
| | | | | $4,682.13 | 001-0000 | Inventory-Garage |
| | | | | $262.00 | 001-4300 | R/M-Tires |
| | | | | $576.77 | 001-5500 | R/M-Tires |
| | | | | $116.00 | 440-0100 | R/M-Tires |
| | | | | $116.00 | 440-0200 | R/M-Tires |
| | | | | **$5,752.90** | | |
| **ENVIRONMENTAL PRODUCTS GROUP INC** | | | | | | |
| | 03/12/2025 | 271914 | Computer | | | |
| | | | | $45.26 | 440-0100 | R/M-Vehicles |
| | | | | $45.26 | 440-0200 | R/M-Vehicles |
| | | | | **$90.52** | | |
| **EVERGLADES EQUIPMENT GROUP** | | | | | | |
| | 03/12/2025 | 271915 | Computer | | | |
| | | | | $2,187.45 | 001-7501 | R/M-Equipment |
| | | | | **$2,187.45** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **FLORAL PROMOTIONS INC** | | | | | | |
| | 03/12/2025 | 271916 | Computer | | | |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | $48.50 | 001-2700 | Employee Benefits |
| | | | | **$630.50** | | |
| **FLORIDA POWER & LIGHT COMPANY** | | | | | | |
| | 03/12/2025 | 271917 | Computer | | | |
| | | | | $99.28 | 440-0100 | Electricity |
| | | | | $99.27 | 440-0200 | Electricity |
| | | | | **$198.55** | | |
| **FLORIDA SUPERIOR SAND INC** | | | | | | |
| | 03/12/2025 | 271918 | Computer | | | |
| | | | | $1,332.24 | 449-4924 | R/M-Grounds |
| | | | | **$1,332.24** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **FREIGHTLINER OF BROWARD** | | | | | | |
| | 03/12/2025 | 271948 | Computer | | | |
| | | | | $17.14 | 440-0100 | R/M-Vehicles |
| | | | | $8.29 | 440-0100 | R/M-Vehicles |
| | | | | $50.27 | 440-0200 | R/M-Vehicles |
| | | | | $17.14 | 440-0200 | R/M-Vehicles |
| | | | | $8.29 | 440-0200 | R/M-Vehicles |
| | | | | **$101.13** | | |
| **GOLD COAST BEVERAGE LLC** | | | | | | |
| | 03/07/2025 | 004078 | Computer | | | |
| | | | | $951.88 | 449-0000 | Inventory-Beer |
| | | | | ($29.50) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$922.38** | | |
| **GOLD COAST BEVERAGE LLC** | | | | | | |
| | 03/07/2025 | 004082 | Computer | | | |
| | | | | $979.99 | 449-0000 | Inventory-Beer |
| | | | | $35.00 | 449-0000 | A/R-Other-Not on Aging Report |
| | | | | ($70.00) | 449-0000 | A/R-Other-Not on Aging Report |
| | | | | ($30.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$914.99** | | |
| **GOLD COAST BEVERAGE LLC** | | | | | | |
| | 03/07/2025 | 004086 | Computer | | | |
| | | | | $787.99 | 449-0000 | Inventory-Beer |
| | | | | **$787.99** | | |
| **GOLD COAST BEVERAGE LLC** | | | | | | |
| | 03/07/2025 | 004094 | Computer | | | |
| | | | | $765.73 | 449-0000 | Inventory-Beer |
| | | | | ($3.75) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$761.98** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **GOLDCOAST GROUP INC** | | | | | | |
| | 03/12/2025 | 271921 | Computer | | | |
| | | | | $370.70 | 001-7531 | Supplies-Uniforms/Protective gear |
| | | | | $123.00 | 001-7533 | Supplies-Uniforms/Protective gear |
| | | | | **$493.70** | | |
| **GPS INDUSTRIES LLC** | | | | | | |
| | 03/12/2025 | 271923 | Computer | | | |
| | | | | $3,525.00 | 449-4923 | Rentals |
| | | | | **$3,525.00** | | |
| **GRAINGER** | | | | | | |
| | 03/12/2025 | 271924 | Computer | | | |
| | | | | $88.35 | 001-5500 | R/M-Equipment |
| | | | | $180.09 | 001-5500 | Supplies/Materials-Expendable |
| | | | | $69.84 | 001-7501 | R/M-Equipment |
| | | | | $278.88 | 001-7501 | R/M-Equipment |
| | | | | $25.26 | 440-0100 | R/M-Vehicles |
| | | | | $36.92 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $25.26 | 440-0200 | R/M-Vehicles |
| | | | | $229.80 | 440-0200 | R/M-Structures |
| | | | | $36.92 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | **$971.32** | | |
| **GRAYBAR ELECTRIC CO** | | | | | | |
| | 03/12/2025 | 271925 | Computer | | | |
| | | | | $443.22 | 440-0100 | R/M-Equipment |
| | | | | $23.72 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $23.71 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | **$490.65** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **GREEN THUMB LAWN & GARDEN** | | | | | | |
| | 03/12/2025 | 271926 | Computer | | | |
| | | | | $52.20 | 001-0000 | Inventory-Garage |
| | | | | $181.39 | 001-0000 | Inventory-Garage |
| | | | | $60.75 | 001-5500 | R/M-Equipment |
| | | | | $100.48 | 001-5500 | R/M-Equipment |
| | | | | $1,024.18 | 001-5500 | R/M-Equipment |
| | | | | $126.92 | 001-7501 | R/M-Equipment |
| | | | | $34.11 | 001-7501 | R/M-Equipment |
| | | | | $525.20 | 001-7501 | R/M-Equipment |
| | | | | **$2,105.23** | | |
| **GREENSPOON MARDER LLP** | | | | | | |
| | 03/12/2025 | 271927 | Computer | | | |
| | | | | $925.00 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$925.00** | | |
| **GREG POLINS** | | | | | | |
| | 03/12/2025 | 271975 | Computer | | | |
| | | | | $407.67 | 001-2700 | Memberships/Schools |
| | | | | **$407.67** | | |
| **HARN R/O SYSTEMS INC** | | | | | | |
| | 03/12/2025 | 271928 | Computer | | | |
| | | | | $17,010.00 | 440-0100 | Supplies/Materials-Expendable |
| | | | | **$17,010.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **HD Supply formerly Home Depot Pro** | | | | | | |
| | 03/12/2025 | 271934 | Computer | | | |
| | | | | $876.02 | 001-3900 | Supplies-Janitorial |
| | | | | $325.12 | 001-5500 | Supplies-Janitorial |
| | | | | $649.28 | 001-7501 | Supplies-Janitorial |
| | | | | $651.20 | 001-7501 | Supplies-Janitorial |
| | | | | $375.22 | 001-7502 | Supplies-Janitorial |
| | | | | $2,399.67 | 001-7502 | Supplies-Janitorial |
| | | | | $14.63 | 001-7502 | Tools/Under threshold furn/equip |
| | | | | $371.29 | 001-7531 | Supplies-Janitorial |
| | | | | $115.90 | 001-7532 | Supplies-Janitorial |
| | | | | $769.69 | 001-7532 | Supplies-Janitorial |
| | | | | $8.38 | 440-0100 | Supplies-Janitorial |
| | | | | $106.23 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $8.38 | 440-0200 | Supplies-Janitorial |
| | | | | $49.61 | 440-0200 | Supplies/Materials-Expendable |
| | | | | $266.69 | 440-0200 | Supplies/Materials-Expendable |
| | | | | $223.20 | 449-4924 | Supplies-Janitorial |
| | | | | **$7,210.51** | | |
| **HEALTHCARE ENVIRONMENTAL SERVICES LLC** | | | | | | |
| | 03/12/2025 | 271931 | Computer | | | |
| | | | | $110.68 | 001-3900 | R/M-Maintenance contract |
| | | | | $25.75 | 001-4400 | Supplies-Medical |
| | | | | $25.75 | 001-4400 | Supplies-Medical |
| | | | | $25.75 | 001-4400 | Supplies-Medical |
| | | | | $25.75 | 001-4400 | Supplies-Medical |
| | | | | $25.75 | 001-4400 | Supplies-Medical |
| | | | | **$239.43** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| [redacted] | | | | | | |
| | 03/12/2025 | 271932 | Computer | | | |
| | | | | $15,860.00 | 001-2300 | Communications |
| | | | | **$15,860.00** | | |
| **HOWARD TECHNOLOGY SOLUTIONS** | | | | | | |
| | 03/12/2025 | 271933 | Computer | | | |
| | | | | $684,085.00 | 331-0000 | Tools/Under threshold furn/equip |
| | | | | **$684,085.00** | | |
| **IN UNISON SCHOOL APPAREL** | | | | | | |
| | 03/12/2025 | 271940 | Computer | | | |
| | | | | $62.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $100.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $128.75 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $100.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $114.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $100.00 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | $67.50 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | $100.00 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | $100.00 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | $317.50 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | **$1,189.75** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **INGRAM LIBRARY SERVICES** | | | | | | |
| | 03/12/2025 | 271936 | Computer | | | |
| | | | | $23.37 | 001-7100 | Capital Outlay: Books-general |
| | | | | $93.90 | 001-7100 | Capital Outlay: Books-general |
| | | | | $358.30 | 001-7100 | Capital Outlay: Books-general |
| | | | | $48.10 | 001-7100 | Capital Outlay: Books-general |
| | | | | $63.06 | 001-7100 | Capital Outlay: Books-general |
| | | | | $398.16 | 001-7100 | Capital Outlay: Books-general |
| | | | | $41.84 | 001-7100 | Capital Outlay: Books-general |
| | | | | $99.11 | 001-7100 | Capital Outlay: Books-general |
| | | | | $90.89 | 001-7100 | Capital Outlay: Books-general |
| | | | | $36.00 | 108-0000 | Capital Outlay: Books-general |
| | | | | $11.49 | 108-0000 | Capital Outlay: Books-general |
| | | | | **$1,264.22** | | |
| **INSIGHT PUBLIC SECTOR INC** | | | | | | |
| | 03/12/2025 | 271937 | Computer | | | |
| | | | | $31.08 | 001-2300 | Tools/Under threshold furn/equip |
| | | | | **$31.08** | | |
| **INSTRUMART** | | | | | | |
| | 03/12/2025 | 271938 | Computer | | | |
| | | | | $546.72 | 440-0100 | R/M-Equipment |
| | | | | **$546.72** | | |
| **INTERSTATE SCREW CORP** | | | | | | |
| | 03/12/2025 | 271939 | Computer | | | |
| | | | | $71.20 | 440-0200 | R/M-Structures |
| | | | | **$71.20** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **JACKSON LAND DEVELOPMENT LLC** | | | | | | |
| | 03/12/2025 | 271941 | Computer | | | |
| | | | | $38,046.20 | 440-0200 | R/M-Mains |
| | | | | **$38,046.20** | | |
| **JAMES BEAN** | | | | | | |
| | 03/12/2025 | 271883 | Computer | | | |
| | | | | $25.00 | 440-0100 | Memberships/Schools |
| | | | | $25.00 | 440-0200 | Memberships/Schools |
| | | | | **$50.00** | | |
| **JEAN PETROVIC- PETTY CASH** | | | | | | |
| | 03/12/2025 | 271972 | Computer | | | |
| | | | | $25.99 | 001-1100 | Contingency account |
| | | | | $147.21 | 001-1903 | Supplies/Materials-Expendable |
| | | | | $84.36 | 001-2700 | Employee Benefits |
| | | | | **$257.56** | | |
| **John McPherson** | | | | | | |
| | 03/12/2025 | 271952 | Computer | | | |
| | | | | $25.00 | 440-0100 | Memberships/Schools |
| | | | | $25.00 | 440-0200 | Memberships/Schools |
| | | | | **$50.00** | | |
| **KAYOSAN CAMPBELL** | | | | | | |
| | 03/12/2025 | 271895 | Computer | | | |
| | | | | $25.00 | 880-0000 | Accounts Payable-various |
| | | | | **$25.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **KIMBALL MIDWEST** | | | | | | |
| | 03/12/2025 | 271942 | Computer | | | |
| | | | | $132.93 | 001-3900 | R/M-Vehicles |
| | | | | $6.43 | 001-3900 | R/M-Equipment |
| | | | | $85.74 | 001-5500 | R/M-Vehicles |
| | | | | $6.43 | 001-5500 | R/M-Equipment |
| | | | | $6.43 | 001-5600 | R/M-Equipment |
| | | | | $6.43 | 001-5900 | R/M-Equipment |
| | | | | $6.43 | 001-6711 | R/M-Equipment |
| | | | | $6.43 | 001-7501 | R/M-Equipment |
| | | | | $6.43 | 113-1300 | R/M-Equipment |
| | | | | $15.70 | 113-1300 | R/M-Vehicles |
| | | | | $6.46 | 127-4700 | R/M-Vehicles |
| | | | | $25.70 | 440-0100 | R/M-Vehicles |
| | | | | $25.69 | 440-0200 | R/M-Vehicles |
| | | | | **$337.23** | | |
| **KIMLEY-HORN AND ASSOCIATES, INC** | | | | | | |
| | 03/12/2025 | 271943 | Computer | | | |
| | | | | $6,460.50 | 331-0000 | Capital Outlay: Improvements |
| | | | | **$6,460.50** | | |
| **Law Enforcement Psychological & Counseling** | | | | | | |
| | 03/12/2025 | 271945 | Computer | | | |
| | | | | $670.00 | 001-3900 | Employment testing services |
| | | | | **$670.00** | | |
| **LEANNE TRACEY GELB** | | | | | | |
| | 03/12/2025 | 271920 | Computer | | | |
| | | | | $100.00 | 108-0000 | Special events |
| | | | | **$100.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **LINCOLN AQUATICS** | | | | | | |
| | 03/12/2025 | 271946 | Computer | | | |
| | | | | $520.38 | 001-7532 | Supplies/Materials-Expendable |
| | | | | **$520.38** | | |
| **LION FIRST RESPONDER PPE INC** | | | | | | |
| | 03/12/2025 | 271947 | Computer | | | |
| | | | | $586.25 | 001-4300 | R/M-Equipment |
| | | | | **$586.25** | | |
| **LUZ REYES** | | | | | | |
| | 03/12/2025 | 271986 | Computer | | | |
| | | | | $1,241.19 | 001-2700 | Memberships/Schools |
| | | | | **$1,241.19** | | |
| **M&M CONTROL SERVICE INC** | | | | | | |
| | 03/12/2025 | 271958 | Computer | | | |
| | | | | $1,445.73 | 440-0200 | R/M-Equipment |
| | | | | **$1,445.73** | | |
| **MARY ANN LAMBIRO - PETTY CASH** | | | | | | |
| | 03/12/2025 | 271944 | Computer | | | |
| | | | | $12.55 | 440-0000 | CIP-Customer Service Remodel |
| | | | | $16.44 | 440-0000 | CIP-Customer Service Remodel |
| | | | | **$28.99** | | |
| **MATHENY MOTOR TRUCK CO.** | | | | | | |
| | 03/12/2025 | 271949 | Computer | | | |
| | | | | $3,943.10 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | **$3,943.10** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **MCGREGOR BATTERY & ELECTRIC INC** | | | | | | |
| | 03/12/2025 | 271950 | Computer | | | |
| | | | | $362.98 | 440-0200 | R/M-Lift station-materials |
| | | | | **$362.98** | | |
| **MCKEE'S TEES PLUS LLC** | | | | | | |
| | 03/12/2025 | 271951 | Computer | | | |
| | | | | $4,955.75 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | **$4,955.75** | | |
| **MGJ DISTRIBUTING INC** | | | | | | |
| | 03/12/2025 | 271953 | Computer | | | |
| | | | | $85.30 | 449-0000 | Inventory-Groceries |
| | | | | **$85.30** | | |
| **Michael Bongiorno** | | | | | | |
| | 03/12/2025 | 271919 | Computer | | | |
| | | | | $450.00 | 001-4300 | Outside service-VFF Special Detail |
| | | | | **$450.00** | | |
| **MIDWEST TAPE, LLC** | | | | | | |
| | 03/12/2025 | 271954 | Computer | | | |
| | | | | $215.46 | 001-7100 | Publications/Subscriptions |
| | | | | **$215.46** | | |
| **MILLS ELECTRIC SERVICE INC** | | | | | | |
| | 03/12/2025 | 271957 | Computer | | | |
| | | | | $17,517.59 | 443-0000 | CIP-RWWTP MCC Switchgear |
| | | | | **$17,517.59** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **MILLS POND UMPIRES ASSOCIATION** | | | | | | |
| | 03/12/2025 | 271956 | Computer | | | |
| | | | | $408.00 | 001-7502 | Supplies-Athletic programs |
| | | | | **$408.00** | | |
| **MOTION INDUSTRIES INC** | | | | | | |
| | 03/12/2025 | 271959 | Computer | | | |
| | | | | $450.18 | 440-0100 | R/M-Equipment |
| | | | | $100.10 | 440-0100 | R/M-Equipment |
| | | | | $5.62 | 440-0100 | R/M-Equipment |
| | | | | $450.18 | 440-0200 | R/M-Equipment |
| | | | | $100.10 | 440-0200 | R/M-Equipment |
| | | | | $5.61 | 440-0200 | R/M-Equipment |
| | | | | $2,012.41 | 440-0200 | R/M-Equipment |
| | | | | **$3,124.20** | | |
| **MOTOROLA SOLUTIONS INC** | | | | | | |
| | 03/12/2025 | 271960 | Computer | | | |
| | | | | $284.00 | 001-3900 | R/M-Maintenance contract |
| | | | | $610.59 | 001-4300 | R/M-Maintenance contract |
| | | | | **$894.59** | | |
| **NANCY OLSON WATER FITNESS** | | | | | | |
| | 03/12/2025 | 271964 | Computer | | | |
| | | | | $450.00 | 001-7532 | Outside instructors |
| | | | | **$450.00** | | |
| **NASREP INC** | | | | | | |
| | 03/12/2025 | 271961 | Computer | | | |
| | | | | $422.00 | 001-7501 | R/M-Equipment |
| | | | | **$422.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **Northern Tool & Equipment Catalog Holdings Inc** | | | | | | |
| | 03/12/2025 | 271962 | Computer | | | |
| | | | | $167.44 | 001-5500 | R/M-Equipment |
| | | | | **$167.44** | | |
| **Occupational Health Centers of the SW** | | | | | | |
| | 03/12/2025 | 271901 | Computer | | | |
| | | | | $617.00 | 001-3900 | Employment testing services |
| | | | | $28.00 | 001-7531 | Employment testing services |
| | | | | **$645.00** | | |
| **ODP BUSINESS SOLUTIONS, LLC** | | | | | | |
| | 03/12/2025 | 271963 | Computer | | | |
| | | | | $51.18 | 440-0100 | Supplies-Office |
| | | | | $51.18 | 440-0200 | Supplies-Office |
| | | | | **$102.36** | | |
| **ON-HOLD CONCEPTS INC** | | | | | | |
| | 03/12/2025 | 271965 | Computer | | | |
| | | | | $42.50 | 440-0100 | Communications |
| | | | | $42.50 | 440-0200 | Communications |
| | | | | **$85.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **O'REILLY AUTO PARTS** | | | | | | |
| | 03/12/2025 | 271966 | Computer | | | |
| | | | | $17.22 | 001-0000 | Inventory-Garage |
| | | | | $372.52 | 001-0000 | Inventory-Garage |
| | | | | $18.45 | 001-0000 | Inventory-Garage |
| | | | | $276.75 | 001-3900 | R/M-Vehicles |
| | | | | $90.72 | 001-5500 | R/M-Vehicles |
| | | | | $56.34 | 440-0100 | R/M-Vehicles |
| | | | | $50.95 | 440-0100 | R/M-Vehicles |
| | | | | $123.20 | 440-0200 | R/M-Vehicles |
| | | | | $50.95 | 440-0200 | R/M-Vehicles |
| | | | | **$1,057.10** | | |
| **Orthopaedic Center of South Florida** | | | | | | |
| | 03/12/2025 | 271967 | Computer | | | |
| | | | | $1,250.00 | 001-8852 | Uninsured liability claims |
| | | | | **$1,250.00** | | |
| **PALADIN ELECTRONIC SERVICES INC** | | | | | | |
| | 03/12/2025 | 271968 | Computer | | | |
| | | | | $1,883.50 | 001-3900 | R/M-Maintenance contract |
| | | | | $1,174.25 | 001-6712 | R/M-Maintenance contract |
| | | | | **$3,057.75** | | |
| **PARTS AUTHORITY LLC** | | | | | | |
| | 03/12/2025 | 271970 | Computer | | | |
| | | | | $166.44 | 001-0000 | Inventory-Garage |
| | | | | **$166.44** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **PEPSI BEVERAGES COMPANY** | | | | | | |
| | 03/12/2025 | 271971 | Computer | | | |
| | | | | $600.74 | 449-0000 | Inventory-Groceries |
| | | | | **$600.74** | | |
| **PLANTATION FORD** | | | | | | |
| | 03/12/2025 | 271974 | Computer | | | |
| | | | | $841.93 | 001-3900 | R/M-Vehicles |
| | | | | $1,468.50 | 001-4300 | R/M-Vehicles |
| | | | | $246.29 | 440-0100 | R/M-Vehicles |
| | | | | $246.29 | 440-0200 | R/M-Vehicles |
| | | | | **$2,803.01** | | |
| **PORT CONSOLIDATED INC** | | | | | | |
| | 03/12/2025 | 271976 | Computer | | | |
| | | | | $303.02 | 001-0000 | Inventory-Garage |
| | | | | $1,535.50 | 001-4300 | R/M-Vehicles |
| | | | | $289.64 | 001-5500 | Supplies/Materials-Expendable |
| | | | | **$2,128.16** | | |
| **PRECISION SMALL ENGINE CO INC** | | | | | | |
| | 03/12/2025 | 271977 | Computer | | | |
| | | | | $491.38 | 449-4924 | Supplies/Materials-Expendable |
| | | | | $419.68 | 449-4924 | Supplies/Materials-Expendable |
| | | | | $2,087.11 | 449-4924 | Tools/Under threshold furn/equip |
| | | | | $153.37 | 449-4924 | R/M-Equipment |
| | | | | **$3,151.54** | | |
| **PROTOTYPE, INC** | | | | | | |
| | 03/12/2025 | 271979 | Computer | | | |
| | | | | $131.25 | 001-1500 | R/M-Maintenance contract |
| | | | | **$131.25** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **PSI TECHNOLOGIES INC** | | | | | | |
| | 03/12/2025 | 271980 | Computer | | | |
| | | | | $4,693.00 | 440-0200 | R/M-Equipment |
| | | | | $4,298.00 | 440-0200 | R/M-Lift station-materials |
| | | | | **$8,991.00** | | |
| **PUBLIX SUPERMARKETS INC** | | | | | | |
| | 03/12/2025 | 271981 | Computer | | | |
| | | | | $4,777.50 | 001-5300 | Allocation Acct-Medical Administrative |
| | | | | **$4,777.50** | | |
| **PUMP STATION MAINTENANCE SERVICES LLC** | | | | | | |
| | 03/12/2025 | 271982 | Computer | | | |
| | | | | $4,166.00 | 440-0200 | R/M-Maintenance contracts-lift stations |
| | | | | **$4,166.00** | | |
| **RECHTIEN INTERNATIONAL TRUCKS INC** | | | | | | |
| | 03/12/2025 | 271983 | Computer | | | |
| | | | | $982.55 | 001-4300 | R/M-Vehicles |
| | | | | **$982.55** | | |
| **RECHTIEN INTERNATIONAL TRUCKS INC** | | | | | | |
| | 03/12/2025 | XA202024422:01 | Credit | | | |
| | | | | ($172.52) | 001-4300 | R/M-Vehicles |
| | | | | **($172.52)** | | |
| **RESCUE SYSTEMS UNLIMITED LLC** | | | | | | |
| | 03/12/2025 | 271984 | Computer | | | |
| | | | | $55,590.00 | 001-4400 | Capital Outlay: Machinery and |
| | | | | **$55,590.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **REXEL USA INC** | | | | | | |
| | 03/12/2025 | 271985 | Computer | | | |
| | | | | $363.16 | 440-0200 | R/M-Equipment |
| | | | | **$363.16** | | |
| **RICE PUMP & MOTOR REPAIR INC** | | | | | | |
| | 03/12/2025 | 271987 | Computer | | | |
| | | | | $44.03 | 001-7501 | R/M-Grounds |
| | | | | **$44.03** | | |
| **ROSSELLE'S METALS, INC..** | | | | | | |
| | 03/12/2025 | 271989 | Computer | | | |
| | | | | $167.50 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $167.50 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | **$335.00** | | |
| **RS AMERICAS, INC** | | | | | | |
| | 03/12/2025 | 271877 | Computer | | | |
| | | | | $153.47 | 440-0200 | R/M-Lift station-materials |
| | | | | $1,662.28 | 440-0200 | R/M-Equipment |
| | | | | **$1,815.75** | | |
| **SAFETY-KLEEN SYSTEMS INC** | | | | | | |
| | 03/12/2025 | 271990 | Computer | | | |
| | | | | $371.80 | 001-3900 | R/M-Vehicles |
| | | | | $247.92 | 001-5500 | R/M-Maintenance contract |
| | | | | $61.94 | 440-0100 | Waste disposal |
| | | | | $61.94 | 440-0200 | Waste disposal |
| | | | | **$743.60** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **SALSA PLANTATION INC** | | | | | | |
| | 03/12/2025 | 272035 | Computer | | | |
| | | | | $510.00 | 001-0000 | Suspense |
| | | | | **$510.00** | | |
| **SAWGRASS FORD INC** | | | | | | |
| | 03/12/2025 | 271991 | Computer | | | |
| | | | | $32.10 | 001-5500 | R/M-Vehicles |
| | | | | $306.38 | 001-5500 | R/M-Vehicles |
| | | | | $142.06 | 440-0100 | R/M-Vehicles |
| | | | | $207.30 | 440-0100 | R/M-Vehicles |
| | | | | $587.31 | 440-0100 | R/M-Vehicles |
| | | | | $103.33 | 440-0100 | R/M-Vehicles |
| | | | | $142.06 | 440-0200 | R/M-Vehicles |
| | | | | **$1,520.54** | | |
| **SCIENS LLC** | | | | | | |
| | 03/12/2025 | 271992 | Computer | | | |
| | | | | $7,650.00 | 331-0000 | Capital Outlay: Machinery and |
| | | | | **$7,650.00** | | |
| **SOMKAR HARNANDAN** | | | | | | |
| | 03/12/2025 | 271929 | Computer | | | |
| | | | | $613.29 | 001-2700 | Memberships/Schools |
| | | | | **$613.29** | | |
| **SOUTHEASTERN PUMP** | | | | | | |
| | 03/12/2025 | 271993 | Computer | | | |
| | | | | $12,942.20 | 440-0000 | Equipment and furniture |
| | | | | **$12,942.20** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **SOUTHERN COMPUTER WAREHOUSE, INC.** | | | | | | |
| | 03/12/2025 | 271994 | Computer | | | |
| | | | | $3,639.86 | 001-2300 | Tools/Under threshold furn/equip |
| | | | | $1,153.65 | 001-2300 | Tools/Under threshold furn/equip |
| | | | | $8,460.10 | 001-2300 | Tools/Under threshold furn/equip |
| | | | | **$13,253.61** | | |
| **SOUTHERN GLAZER'S WINE & SPIRITS LLC** | | | | | | |
| | 03/07/2025 | 004080 | Computer | | | |
| | | | | $1,351.95 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($206.01) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$1,145.94** | | |
| **SOUTHERN GLAZER'S WINE & SPIRITS LLC** | | | | | | |
| | 03/07/2025 | 004083 | Computer | | | |
| | | | | $1,536.83 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($213.12) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$1,323.71** | | |
| **SOUTHERN GLAZER'S WINE & SPIRITS LLC** | | | | | | |
| | 03/07/2025 | 004089 | Computer | | | |
| | | | | $2,397.32 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($497.32) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$1,900.00** | | |
| **SOUTHERN GLAZER'S WINE & SPIRITS LLC** | | | | | | |
| | 03/07/2025 | 004090 | Computer | | | |
| | | | | $146.00 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | **$146.00** | | |
| **SOUTHERN GLAZER'S WINE & SPIRITS LLC** | | | | | | |
| | 03/07/2025 | 004095 | Computer | | | |
| | | | | $2,192.92 | 449-0000 | Inventory-Alcoholic Beverages |
| | | | | ($223.38) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$1,969.54** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **SRIXON/CLEVELAND GOLF/XXIO** | | | | | | |
| | 03/12/2025 | 271988 | Computer | | | |
| | | | | $421.02 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $725.85 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $1,451.70 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $2,177.55 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $69.17 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | ($40.02) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($135.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($270.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($405.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($6.67) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$3,988.60** | | |
| **SRIXON/CLEVELAND GOLF/XXIO** | | | | | | |
| | 03/12/2025 | 8285128 CA | Credit | | | |
| | | | | ($546.00) | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | **($546.00)** | | |
| **STAFFING CONNECTION** | | | | | | |
| | 03/12/2025 | 271869 | Computer | | | |
| | | | | $5,905.94 | 001-3900 | Outside service fees |
| | | | | $7,573.90 | 001-3900 | Outside service fees |
| | | | | $7,471.78 | 001-3900 | Outside service fees |
| | | | | $6,025.08 | 001-3900 | Outside service fees |
| | | | | **$26,976.70** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **STAPLES INC.** | | | | | | |
| | 03/12/2025 | 271995 | Computer | | | |
| | | | | $27.90 | 001-3505 | Tools/Under threshold furn/equip |
| | | | | $89.72 | 001-3900 | Supplies-Office |
| | | | | $94.54 | 001-3900 | Supplies-Office |
| | | | | $25.48 | 001-3900 | Tools/Under threshold furn/equip |
| | | | | $39.44 | 001-4300 | Supplies/Materials-Expendable |
| | | | | $357.21 | 001-7100 | Supplies-Office |
| | | | | $130.09 | 001-7100 | Tools/Under threshold furn/equip |
| | | | | $11.10 | 127-4700 | Supplies/Materials-Expendable |
| | | | | $161.04 | 127-4700 | Supplies-Office |
| | | | | $17.53 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $17.53 | 440-0200 | Supplies/Materials-Expendable |
| | | | | **$971.58** | | |
| **STAR TURF FARMS, LLC** | | | | | | |
| | 03/12/2025 | 271996 | Computer | | | |
| | | | | $4,020.00 | 001-7501 | R/M-Grounds |
| | | | | **$4,020.00** | | |
| **STERLING WATER TECHNOLOGIES LLC** | | | | | | |
| | 03/12/2025 | 271997 | Computer | | | |
| | | | | $6,583.25 | 440-0100 | Supplies-Chemicals |
| | | | | **$6,583.25** | | |
| **STPMOTORSPORT INC.** | | | | | | |
| | 03/12/2025 | 271998 | Computer | | | |
| | | | | $99.99 | 001-3900 | R/M-Vehicles |
| | | | | **$99.99** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **STRICTLY TECHNOLOGY LLC** | | | | | | |
| | 03/12/2025 | 271999 | Computer | | | |
| | | | | $33,015.46 | 001-2300 | Tools/Under threshold furn/equip |
| | | | | **$33,015.46** | | |
| **STROBES-R-US** | | | | | | |
| | 03/12/2025 | 272000 | Computer | | | |
| | | | | $2,698.52 | 116-0000 | Special police account |
| | | | | $2,698.52 | 116-0000 | Special police account |
| | | | | $2,698.52 | 116-0000 | Special police account |
| | | | | **$8,095.56** | | |
| **SUNBELT RENTALS INC** | | | | | | |
| | 03/12/2025 | 272001 | Computer | | | |
| | | | | $448.25 | 440-0100 | Rentals |
| | | | | $448.25 | 440-0200 | Rentals |
| | | | | **$896.50** | | |
| **Sunshine State One Call of Florida Inc dba** | | | | | | |
| | 03/12/2025 | 272002 | Computer | | | |
| | | | | $212.87 | 440-0100 | Permits/Application fees |
| | | | | $212.87 | 440-0200 | Permits/Application fees |
| | | | | **$425.74** | | |
| **SUPERVISOR OF ELECTIONS-BROWARD COUNTY** | | | | | | |
| | 03/12/2025 | 272003 | Computer | | | |
| | | | | $41,873.30 | 001-1600 | Election expense |
| | | | | **$41,873.30** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **TAVERNA CHRYSLER JEEP DODGE RAM** | | | | | | |
| | 03/12/2025 | 272004 | Computer | | | |
| | | | | $50.94 | 001-0000 | Inventory-Garage |
| | | | | $361.28 | 001-3900 | R/M-Vehicles |
| | | | | $193.27 | 001-3900 | R/M-Vehicles |
| | | | | **$605.49** | | |
| **TAYLOR MADE GOLF COMPANY INC** | | | | | | |
| | 03/12/2025 | 272005 | Computer | | | |
| | | | | $1,665.00 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | ($161.50) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$1,503.50** | | |
| **TENACARVA MACHINERY CO LLC** | | | | | | |
| | 03/12/2025 | 271935 | Computer | | | |
| | | | | $15,492.00 | 440-0000 | Equipment and furniture |
| | | | | $9,071.00 | 440-0000 | Equipment and furniture |
| | | | | **$24,563.00** | | |
| **TMCAA, INC.** | | | | | | |
| | 03/12/2025 | 272007 | Computer | | | |
| | | | | $371.96 | 001-3900 | R/M-Vehicles |
| | | | | **$371.96** | | |
| [redacted] | | | | | | |
| | 03/12/2025 | 272008 | Computer | | | |
| | | | | $114.49 | 001-2700 | Communications |
| | | | | **$114.49** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| [redacted] | | | | | | |
| | 03/12/2025 | 272011 | Computer | | | |
| | | | | $33.78 | 001-2300 | Communications |
| | | | | **$33.78** | | |
| [redacted] | | | | | | |
| | 03/12/2025 | 272010 | Computer | | | |
| | | | | $154.00 | 108-0000 | Communications |
| | | | | **$154.00** | | |
| [redacted] | | | | | | |
| | 03/12/2025 | 272009 | Computer | | | |
| | | | | $305.69 | 127-4700 | Communications |
| | | | | **$305.69** | | |
| **TOTAL COMPLIANCE NETWORK** | | | | | | |
| | 03/12/2025 | 272012 | Computer | | | |
| | | | | $29.00 | 449-4924 | Outside service fees |
| | | | | **$29.00** | | |
| **TPH HOLDINGS LLC dba THE PARTS HOUSE** | | | | | | |
| | 03/12/2025 | 271969 | Computer | | | |
| | | | | $175.08 | 001-0000 | Inventory-Garage |
| | | | | $23.70 | 001-5500 | R/M-Vehicles |
| | | | | **$198.78** | | |
| **TRANSUNION RISK AND ALTERNATIVE** | | | | | | |
| | 03/12/2025 | 272013 | Computer | | | |
| | | | | $454.00 | 001-3900 | R/M-Maintenance contract |
| | | | | **$454.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **TT&S PRINTING INC** | | | | | | |
| | 03/12/2025 | 272014 | Computer | | | |
| | | | | $50.00 | 001-3900 | Printing and binding |
| | | | | **$50.00** | | |
| **VALERIE HAYES** | | | | | | |
| | 03/12/2025 | 271930 | Computer | | | |
| | | | | $157.67 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$157.67** | | |
| [redacted] | | | | | | |
| | 03/12/2025 | 272017 | Computer | | | |
| | | | | $430.86 | 001-7501 | Communications |
| | | | | $640.95 | 001-7502 | Communications |
| | | | | $49.99 | 001-7502 | Tools/Under threshold furn/equip |
| | | | | $72.14 | 001-7532 | Communications |
| | | | | $52.35 | 001-7533 | Communications |
| | | | | $102.08 | 449-4920 | Communications |
| | | | | $49.99 | 449-4924 | Tools/Under threshold furn/equip |
| | | | | **$1,398.36** | | |
| **VERSATERM PUBLIC SAFETY US, INC.** | | | | | | |
| | 03/12/2025 | 272018 | Computer | | | |
| | | | | $2,094.75 | 001-3900 | R/M-Maintenance contract |
| | | | | **$2,094.75** | | |
| **VIGILANT SOLUTIONS LLC** | | | | | | |
| | 03/12/2025 | 272019 | Computer | | | |
| | | | | $4,368.00 | 001-3900 | R/M-Maintenance contract |
| | | | | $4,368.00 | 001-3900 | R/M-Maintenance contract |
| | | | | **$8,736.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **VPR CONSTRUCTION CORP** | | | | | | |
| | 03/12/2025 | 001008 | Computer | | | |
| | | | | $18,535.50 | 317-0000 | Capital Outlay: Improvements |
| | | | | **$18,535.50** | | |
| **VPR CONSTRUCTION CORP** | | | | | | |
| | 03/12/2025 | 272020 | Computer | | | |
| | | | | $425.00 | 127-4700 | Capital Outlay: Buildings |
| | | | | **$425.00** | | |
| **WALTERS ZACKRIA ASSOCIATES, PLLC** | | | | | | |
| | 03/12/2025 | 272021 | Computer | | | |
| | | | | $14,810.76 | 443-0000 | CIP-RWTP-Admin Bldg Rehab |
| | | | | **$14,810.76** | | |
| **WASTE MANAGEMENT INC OF FLORIDA** | | | | | | |
| | 03/12/2025 | 272022 | Computer | | | |
| | | | | $466,603.94 | 001-5600 | Waste disposal |
| | | | | $86,282.13 | 001-5600 | Recycling |
| | | | | **$552,886.07** | | |
| **Western Beverage LLC** | | | | | | |
| | 03/07/2025 | 004076 | Computer | | | |
| | | | | $382.00 | 449-0000 | Inventory-Beer |
| | | | | ($7.60) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$374.40** | | |
| **Western Beverage LLC** | | | | | | |
| | 03/07/2025 | 004077 | Computer | | | |
| | | | | $194.00 | 449-0000 | Inventory-Beer |
| | | | | $35.00 | 449-0000 | A/R-Other-Not on Aging Report |
| | | | | **$229.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **Western Beverage LLC** | | | | | | |
| | 03/07/2025 | 004081 | Computer | | | |
| | | | | $287.50 | 449-0000 | Inventory-Beer |
| | | | | ($3.80) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$283.70** | | |
| **Western Beverage LLC** | | | | | | |
| | 03/07/2025 | 004085 | Computer | | | |
| | | | | $306.90 | 449-0000 | Inventory-Beer |
| | | | | **$306.90** | | |
| **Western Beverage LLC** | | | | | | |
| | 03/07/2025 | 004091 | Computer | | | |
| | | | | $194.00 | 449-0000 | Inventory-Beer |
| | | | | ($70.00) | 449-0000 | A/R-Other-Not on Aging Report |
| | | | | $35.00 | 449-0000 | A/R-Other-Not on Aging Report |
| | | | | **$159.00** | | |
| **Western Beverage LLC** | | | | | | |
| | 03/07/2025 | 004092 | Computer | | | |
| | | | | $522.40 | 449-0000 | Inventory-Beer |
| | | | | ($15.20) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$507.20** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **WEX BANK** | | | | | | |
| | 03/07/2025 | 271867 | Computer | | | |
| | | | | $55.59 | 001-3900 | Transportation costs |
| | | | | $55.17 | 001-3900 | Transportation costs |
| | | | | $61.81 | 001-3900 | Transportation costs |
| | | | | $48.69 | 001-3900 | Transportation costs |
| | | | | $63.10 | 001-3900 | Transportation costs |
| | | | | $51.65 | 001-4300 | Transportation costs |
| | | | | $24.01 | 001-4300 | Transportation costs |
| | | | | $69.75 | 001-5500 | Supplies-Fuel |
| | | | | $118.94 | 001-5500 | Supplies-Fuel |
| | | | | $98.08 | 001-5500 | Supplies-Fuel |
| | | | | $97.76 | 001-5500 | Supplies-Fuel |
| | | | | $80.00 | 001-5500 | Supplies-Fuel |
| | | | | $100.94 | 001-5500 | Supplies-Fuel |
| | | | | $62.30 | 001-7501 | Transportation costs |
| | | | | $53.00 | 001-7501 | Transportation costs |
| | | | | **$1,040.79** | | |
| **WEX BANK** | | | | | | |
| | 03/07/2025 | 99364387 | Credit | | | |
| | | | | ($139.26) | 001-0000 | Misc-Other Misc revenue-Other |
| | | | | **($139.26)** | | |
| **WILSON SPORTING GOODS CO** | | | | | | |
| | 03/12/2025 | 272023 | Computer | | | |
| | | | | $152.44 | 449-4923 | Tools/Under threshold furn/equip |
| | | | | **$152.44** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| [redacted] | | | | | | |
| | 03/12/2025 | 272024 | Computer | | | |
| | | | | $62.60 | 001-1100 | Communications |
| | | | | $41.73 | 001-1500 | Communications |
| | | | | $79.30 | 001-1903 | Communications |
| | | | | $20.87 | 001-2100 | Communications |
| | | | | $91.82 | 001-2300 | Communications |
| | | | | $54.25 | 001-2700 | Communications |
| | | | | $75.12 | 001-3505 | Communications |
| | | | | $734.53 | 001-3900 | Communications |
| | | | | $179.46 | 001-4300 | Communications |
| | | | | $33.39 | 001-5100 | Communications |
| | | | | $29.21 | 001-5300 | Allocation Acct-Medical Onsite Clinic |
| | | | | $75.12 | 001-5500 | Communications |
| | | | | $4.20 | 001-6712 | Communications |
| | | | | $58.43 | 001-7100 | Communications |
| | | | | $29.21 | 001-7300 | Communications |
| | | | | $100.16 | 001-7501 | Communications |
| | | | | $100.16 | 001-7502 | Communications |
| | | | | $16.69 | 001-7531 | Communications |
| | | | | $16.69 | 001-7532 | Communications |
| | | | | $150.24 | 127-4700 | Communications |
| | | | | $112.68 | 440-0100 | Communications |
| | | | | $100.16 | 440-0200 | Communications |
| | | | | $29.21 | 449-4920 | Communications |
| | | | | **$2,195.23** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **WINZER FRANCHISE COMPANY INC** | | | | | | |
| | 03/12/2025 | 272025 | Computer | | | |
| | | | | $83.53 | 001-3900 | R/M-Tires |
| | | | | $140.43 | 001-3900 | R/M-Tires |
| | | | | $50.77 | 001-5500 | R/M-Tires |
| | | | | $85.36 | 001-5500 | R/M-Tires |
| | | | | $8.18 | 113-1300 | R/M-Tires |
| | | | | $13.77 | 113-1300 | R/M-Tires |
| | | | | $3.29 | 127-4700 | R/M-Tires |
| | | | | $5.51 | 127-4700 | R/M-Tires |
| | | | | $9.01 | 440-0100 | R/M-Tires |
| | | | | $15.15 | 440-0100 | R/M-Tires |
| | | | | $9.01 | 440-0200 | R/M-Tires |
| | | | | $15.14 | 440-0200 | R/M-Tires |
| | | | | **$439.15** | | |
| **XYLEM WATER SOLUTIONS USA INC** | | | | | | |
| | 03/12/2025 | 272026 | Computer | | | |
| | | | | $4,065.00 | 440-0200 | R/M-Equipment |
| | | | | **$4,065.00** | | |
| **Century Fire Protection-Advanced Inc.** | | | | | | |
| | 03/12/2025 | EPAY0002249 | EPay | | | |
| | | | | $123.00 | 001-4300 | R/M-Maintenance contract |
| | | | | $123.00 | 001-4300 | R/M-Maintenance contract |
| | | | | $58.50 | 001-4300 | R/M-Maintenance contract |
| | | | | $58.50 | 001-4300 | R/M-Maintenance contract |
| | | | | $123.00 | 001-4300 | R/M-Maintenance contract |
| | | | | $123.00 | 001-4300 | R/M-Maintenance contract |
| | | | | $123.00 | 001-5500 | R/M-Maintenance contract |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $123.00 | 001-6712 | R/M-Maintenance contract |
| | | | | $123.00 | 001-6712 | R/M-Maintenance contract |
| | | | | $123.00 | 001-7501 | R/M-Maintenance contract |
| | | | | $270.00 | 001-7502 | R/M-Equipment |
| | | | | $93.00 | 001-7502 | R/M-Maintenance contract |
| | | | | $123.00 | 001-7502 | R/M-Maintenance contract |
| | | | | $123.00 | 001-7502 | R/M-Maintenance contract |
| | | | | $123.00 | 001-7502 | R/M-Maintenance contract |
| | | | | $123.00 | 001-7502 | R/M-Maintenance contract |
| | | | | $123.00 | 001-7533 | R/M-Maintenance contract |
| | | | | $61.50 | 440-0100 | R/M-Maintenance contract |
| | | | | $61.50 | 440-0100 | R/M-Maintenance contract |
| | | | | $61.50 | 440-0200 | R/M-Maintenance contract |
| | | | | $61.50 | 440-0200 | R/M-Maintenance contract |
| | | | | $123.00 | 449-4920 | R/M-Maintenance contract |
| | | | | **$2,448.00** | | |
| **CHENEY BROTHERS INC** | | | | | | |
| | 03/12/2025 | EPAY0002250 | EPay | | | |
| | | | | $1,628.16 | 449-0000 | Inventory-Groceries |
| | | | | $1,359.43 | 449-0000 | Inventory-Groceries |
| | | | | $1,388.97 | 449-0000 | Inventory-Groceries |
| | | | | $116.78 | 449-4922 | Supplies/Materials-Expendable |
| | | | | $72.43 | 449-4922 | Supplies/Materials-Expendable |
| | | | | $146.44 | 449-4922 | Supplies-Janitorial |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $109.35 | 449-4922 | Supplies-Janitorial |
| | | | | **$4,821.56** | | |
| **EDJ SERVICE LLC** | | | | | | |
| | 03/12/2025 | EPAY0002251 | EPay | | | |
| | | | | $3,306.00 | 449-4924 | R/M-Maintenance contract |
| | | | | **$3,306.00** | | |
| **EXPERT DIESEL** | | | | | | |
| | 03/12/2025 | EPAY0002252 | EPay | | | |
| | | | | $635.40 | 440-0100 | R/M-Equipment |
| | | | | $635.40 | 440-0200 | R/M-Equipment |
| | | | | **$1,270.80** | | |
| **FERGUSON ENTERPRISES INC** | | | | | | |
| | 03/12/2025 | CMM1323448 | Credit | | | |
| | | | | ($30.00) | 440-0000 | Inventory-Materials & Supplies |
| | | | | **($30.00)** | | |
| **FERGUSON ENTERPRISES INC** | | | | | | |
| | 03/12/2025 | EPAY0002253 | EPay | | | |
| | | | | $30.00 | 440-0000 | Inventory-Materials & Supplies |
| | | | | $206.70 | 440-0000 | Inventory-Materials & Supplies |
| | | | | $91.24 | 440-0100 | R/M-Equipment |
| | | | | $221.57 | 440-0100 | R/M-Equipment |
| | | | | $4,259.79 | 440-0200 | R/M-Lift station-materials |
| | | | | $91.24 | 440-0200 | R/M-Equipment |
| | | | | $221.57 | 440-0200 | R/M-Equipment |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | **$5,122.11** | | |
| **FIRECLEAN, INC** | | | | | | |
| | 03/12/2025 | EPAY0002254 | EPay | | | |
| | | | | $816.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | **$816.00** | | |
| **JEFFREY ALLEN INC** | | | | | | |
| | 03/12/2025 | EPAY0002255 | EPay | | | |
| | | | | $1,010.04 | 001-5500 | R/M-Equipment |
| | | | | $527.39 | 001-7501 | R/M-Equipment |
| | | | | **$1,537.43** | | |
| **M & H AUTOMOTIVE INC** | | | | | | |
| | 03/12/2025 | EPAY0002257 | EPay | | | |
| | | | | $19.98 | 001-0000 | Inventory-Garage |
| | | | | $35.70 | 001-0000 | Inventory-Garage |
| | | | | $27.11 | 001-0000 | Inventory-Garage |
| | | | | $291.22 | 001-0000 | Inventory-Garage |
| | | | | $193.97 | 001-0000 | Inventory-Garage |
| | | | | $83.88 | 001-0000 | Inventory-Garage |
| | | | | $23.02 | 001-5500 | R/M-Vehicles |
| | | | | $25.33 | 001-5500 | R/M-Vehicles |
| | | | | $34.20 | 001-5500 | R/M-Vehicles |
| | | | | $29.93 | 001-5500 | R/M-Equipment |
| | | | | $3.51 | 001-5500 | Supplies/Materials-Expendable |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $3.17 | 440-0100 | R/M-Vehicles |
| | | | | $9.00 | 440-0100 | R/M-Vehicles |
| | | | | $5.43 | 440-0100 | R/M-Vehicles |
| | | | | $3.17 | 440-0200 | R/M-Vehicles |
| | | | | $8.99 | 440-0200 | R/M-Vehicles |
| | | | | $5.44 | 440-0200 | R/M-Vehicles |
| | | | | **$803.05** | | |
| **MCKINSEY STEEL & SUPPLY OF FL INC** | | | | | | |
| | 03/12/2025 | EPAY0002256 | EPay | | | |
| | | | | $213.25 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $213.25 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | **$426.50** | | |
| **RYAN INCORPORATED SOUTHERN** | | | | | | |
| | 03/12/2025 | EPAY0002258 | EPay | | | |
| | | | | $1,650.00 | 001-5900 | Capital Outlay: Tree Beautification Improvements |
| | | | | $277,642.21 | 001-7501 | Capital Outlay: Improvements |
| | | | | **$279,292.21** | | |
| **BOARD OF COUNTY COMMISSIONERS** | | | | | | |
| | 03/07/2025 | 00000000000345520 | Manual | | | |
| | | | | $27.00 | 001-1903 | Advertising |
| | | | | **$27.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BOARD OF COUNTY COMMISSIONERS** | | | | | | |
| | 03/12/2025 | 00000000000345534 | Manual | | | |
| | | | | $10.00 | 001-1903 | Advertising |
| | | | | **$10.00** | | |
| **BOARD OF COUNTY COMMISSIONERS** | | | | | | |
| | 03/12/2025 | 00000000000345535 | Manual | | | |
| | | | | $10.00 | 001-1903 | Advertising |
| | | | | $10.00 | 001-1903 | Advertising |
| | | | | **$20.00** | | |
| **CREDIT CARD REFUNDS** | | | | | | |
| | 03/07/2025 | CASH | Manual | | | |
| | | | | $246.10 | 449-0000 | Refunds-Golf Trac System |
| | | | | **$246.10** | | |
| **CREDIT CARD REFUNDS- PARKS** | | | | | | |
| | 03/07/2025 | CASH | Manual | | | |
| | | | | $81.65 | 001-0000 | Refunds-Rec Trac System |
| | | | | $300.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $599.60 | 001-0000 | Refunds-Rec Trac System |
| | | | | $20.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $130.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $500.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $155.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $245.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $100.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $81.65 | 001-0000 | Refunds-Rec Trac System |
| | | | | $30.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $300.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $380.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $300.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $300.00 | 001-0000 | Refunds-Rec Trac System |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $150.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $500.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $122.31 | 001-0000 | Refunds-Rec Trac System |
| | | | | $167.25 | 001-0000 | Refunds-Rec Trac System |
| | | | | $20.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $250.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $185.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $142.31 | 001-0000 | Refunds-Rec Trac System |
| | | | | $30.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $15.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $300.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $300.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $500.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $183.50 | 001-0000 | Refunds-Rec Trac System |
| | | | | $300.00 | 001-0000 | Refunds-Rec Trac System |
| | | | | $81.65 | 001-0000 | Refunds-Rec Trac System |
| | | | | **$6,769.92** | | |
| **FLORIDA SDU** | | | | | | |
| | 03/12/2025 | W00000000000345526 | Manual | | | |
| | | | | $6,336.25 | 880-0000 | Accrued Emp Garnishment |
| | | | | **$6,336.25** | | |
| **FRATERNAL ORDER OF POLICE LODGE 31** | | | | | | |
| | 03/12/2025 | W00000000000345529 | Manual | | | |
| | | | | ($20.00) | 001-0000 | Misc-Other Misc revenue-Other |
| | | | | $4,372.50 | 880-0000 | Accrued FOP Dues Pay |
| | | | | **$4,352.50** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **General Employees Pension Fund** | | | | | | |
| | 03/12/2025 | W00000000000345527 | Manual | | | |
| | | | | $88,817.91 | 880-0000 | Accrued General Employees' |
| | | | | **$88,817.91** | | |
| **GUIDANT MANAGEMENT GROUP LLC** | | | | | | |
| | 03/12/2025 | 271978 | Computer | | | |
| | | | | $64.20 | 449-4922 | Outside service fees |
| | | | | $32.10 | 449-4923 | Outside service fees |
| | | | | $96.30 | 449-4924 | Outside service fees |
| | | | | **$192.60** | | |
| **GUIDANT MANAGEMENT GROUP LLC** | | | | | | |
| | 03/12/2025 | W00000000000345524 | Manual | | | |
| | | | | $3,143.32 | 449-0000 | Accounts Payable-various |
| | | | | $14,022.76 | 449-0000 | Tips Payable |
| | | | | $1,110.00 | 449-0000 | Commissions Payable-Catering |
| | | | | $5,775.41 | 449-4920 | Outside service fees |
| | | | | $2,630.80 | 449-4921 | Outside service fees |
| | | | | $18,309.00 | 449-4922 | Outside service fees |
| | | | | $20,318.06 | 449-4923 | Outside service fees |
| | | | | $26,440.28 | 449-4924 | Outside service fees |
| | | | | **$91,749.63** | | |
| **Internal Revenue Service** | | | | | | |
| | 03/12/2025 | W00000000000345532 | Manual | | | |
| | | | | $449,904.02 | 880-0000 | Accrued FICA Tax Payable |
| | | | | $320,481.93 | 880-0000 | Accrued Withholding Tax Pay |
| | | | | **$770,385.95** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **LINCOLN FINANCIAL GROUP** | | | | | | |
| | 03/12/2025 | W00000000000345533 | Manual | | | |
| | | | | $7,002.46 | 880-0000 | Accrued Deferred Comp Loan Payment |
| | | | | $54,551.77 | 880-0000 | Accrued Deferred Comp |
| | | | | $9,928.00 | 880-0000 | Accrued Roth Contribution |
| | | | | **$71,482.23** | | |
| **METRO-BROWARD PROFESSIONAL FIRE** | | | | | | |
| | 03/12/2025 | W00000000000345530 | Manual | | | |
| | | | | ($20.00) | 001-0000 | Misc-Other Misc revenue-Other |
| | | | | $3,291.52 | 880-0000 | Accrued IAFF Local 3080 Dues |
| | | | | **$3,271.52** | | |
| **Police Pension Fund** | | | | | | |
| | 03/12/2025 | W00000000000345528 | Manual | | | |
| | | | | $59,677.89 | 880-0000 | Accrued Police Retirement Pay |
| | | | | **$59,677.89** | | |
| **PORT CONSOLIDATED INC** | | | | | | |
| | 03/12/2025 | 00000000000345536 | Manual | | | |
| | | | | $22,297.94 | 001-0000 | Inventory-Gasoline |
| | | | | **$22,297.94** | | |
| **Rae Carole Armstrong** | | | | | | |
| | 03/07/2025 | W00000000000345518 | Manual | | | |
| | | | | $4,884.23 | 001-8854 | Health/Life Benefits |
| | | | | **$4,884.23** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **UNITED HEALTHCARE** | | | | | | |
| | 03/12/2025 | W00000000000345525 | Manual | | | |
| | | | | ($49,351.03) | 001-5300 | Allocation Acct-Stop Loss Insurance |
| | | | | $11,014.85 | 001-5300 | Allocation Acct-Dental Claims |
| | | | | $187,203.49 | 001-5300 | Allocation Acct-Medical prescriptions |
| | | | | $335,013.07 | 001-5300 | Allocation Acct-Medical Claims |
| | | | | **$483,880.38** | | |
| **WELLSONE COMMERCIAL CARD** | | | | | | |
| | 03/12/2025 | W00000000000345531 | Manual | | | |
| | | | | $141,988.22 | 001-0000 | A/P-E-Payable |
| | | | | **$141,988.22** | | |
| **WHH SOLUTIONS LLC** | | | | | | |
| | 03/07/2025 | 00000000000345519 | Manual | | | |
| | | | | $8,800.79 | 001-3900 | Consultants |
| | | | | **$8,800.79** | | |

| | |
|---|---|
| **Computer Checks Total:** | **$2,046,015.97** |
| **Manual Checks Total:** | **$1,764,998.46** |
| **E-Payments Total:** | **$299,843.66** |
| **Credits:** | **($1,101.67)** |
| **Report Total:** | **$4,109,756.42** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## Check & Payment Register Fund Summary
## Check Dates: March 7, 2025 to March 12, 2025

| Fund | Fund Name | Computer Checks | Computer Credits | E-Payments | E-Pay Credits | Manual Checks | Total |
|---|---|---|---|---|---|---|---|
| 001 | General Fund | $862,236.53 | ($506.77) | $284,492.49 | $0.00 | $668,638.48 | $1,814,860.73 |
| 108 | Library Board | $301.49 | $0.00 | $0.00 | $0.00 | $0.00 | $301.49 |
| 113 | Road and Traffic Control | $3,107.08 | $0.00 | $0.00 | $0.00 | $0.00 | $3,107.08 |
| 116 | State Forfeitures | $8,095.56 | $0.00 | $0.00 | $0.00 | $0.00 | $8,095.56 |
| 125 | Impact Fees | $18,661.25 | $0.00 | $0.00 | $0.00 | $0.00 | $18,661.25 |
| 127 | Building | $7,795.41 | $0.00 | $0.00 | $0.00 | $0.00 | $7,795.41 |
| 317 | 2017 Ad Val Bond Construction | $18,535.50 | $0.00 | $0.00 | $0.00 | $0.00 | $18,535.50 |
| 331 | Designated Capital Improve/Res | $698,195.50 | $0.00 | $0.00 | $0.00 | $0.00 | $698,195.50 |
| 440 | Utility Operations | $166,233.86 | ($18.90) | $7,100.61 | ($30.00) | $0.00 | $173,285.57 |
| 443 | Utility Repair & Replacement | $212,080.64 | $0.00 | $0.00 | $0.00 | $0.00 | $212,080.64 |
| 449 | Plantation Preserve | $44,483.10 | ($546.00) | $8,250.56 | $0.00 | $91,995.73 | $144,183.39 |
| 460 | Stormwater | $3,922.50 | $0.00 | $0.00 | $0.00 | $0.00 | $3,922.50 |
| 880 | Pooled Cash & Investments | $2,367.55 | $0.00 | $0.00 | $0.00 | $1,004,364.25 | $1,006,731.80 |
| | **Report Total:** | **$2,046,015.97** | **($1,071.67)** | **$299,843.66** | **($30.00)** | **$1,764,998.46** | **$4,109,756.42** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## Computer Check Register
## Check Dates: March 13, 2025 to March 19, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 272152 | 10-S TENNIS SUPPLY | $191.70 | 03/19/2025 |
| 272108 | A & B PIPE AND SUPPLY INC | $551.20 | 03/19/2025 |
| 272109 | ACUSHNET COMPANY | $2,021.42 | 03/19/2025 |
| 272110 | ADIDAS AMERICA, INC. | $57.60 | 03/19/2025 |
| 272111 | ADVANCED ENVIRONMENTAL | $966.00 | 03/19/2025 |
| 272112 | AETNA LIFE INSURANCE COMPANY | $895.24 | 03/19/2025 |
| 272113 | AFLAC | $5,907.40 | 03/19/2025 |
| 272114 | ALEKS KOLEVA TENNIS SCHOOL | $2,112.00 | 03/19/2025 |
| 272115 | ALFA LAVAL INC | $5,263.14 | 03/19/2025 |
| 272116 | ALL ABOUT ENTERTAINMENT, INC. | $2,097.50 | 03/19/2025 |
| 272118 | ALLIED UNIVERSAL CORPORATION | $1,677.00 | 03/19/2025 |
| 272119 | AMAZON CAPITAL SERVICES, INC | $1,385.01 | 03/19/2025 |
| 272120 | AMERICAN RED CROSS | $361.00 | 03/19/2025 |
| 272121 | AMERIGAS PROPANE LP | $574.24 | 03/19/2025 |
| 272181 | Andrew Jackson | $75.00 | 03/19/2025 |
| 272122 | APPLIED INDUSTRIAL TECHNOLOGIES-DIXIE INC | $1,395.87 | 03/19/2025 |
| 272123 | [redacted] | $1,241.00 | 03/19/2025 |
| 272124 | AUTOMATIC DATA PROCESSING LLC | $8,917.84 | 03/19/2025 |
| 272196 | BARTHELOMEW MCCRAY | $50.00 | 03/19/2025 |
| 272125 | BOBCAT OF Palm Beach | $1,450.66 | 03/19/2025 |
| 272126 | BOUND TREE MEDICAL LLC | $4,403.16 | 03/19/2025 |
| 272130 | BROWARD CO WATER & WASTEWATER SERVICES | $918.76 | 03/19/2025 |
| 272129 | BROWARD COLLEGE | $540.00 | 03/19/2025 |
| 272131 | BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS | $10.80 | 03/19/2025 |
| 272127 | BROWARD NELSON FOUNTAIN SERVICE | $662.13 | 03/19/2025 |
| 272128 | BROWARD VICTIMS RIGHTS COALITION INC | $45.00 | 03/19/2025 |
| 272132 | BSN SPORTS, LLC | $1,700.00 | 03/19/2025 |
| 272133 | BURKHARD'S TRACTOR & EQUIPMENT INC | $1,672.73 | 03/19/2025 |
| 272191 | CATHERINE P. LOWIS | $107.42 | 03/19/2025 |
| 272135 | CENGAGE LEARNING INC | $2,133.34 | 03/19/2025 |
| 272137 | CINTAS CORPORATION NO 017 | $826.20 | 03/19/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 13, 2025 to March 19, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 272223 | CLAUDIA RESTREPO | $75.00 | 03/19/2025 |
| 272138 | COAST PUMP & WATER TECHNOLOGIES | $494.75 | 03/19/2025 |
| 272139 | [redacted] | $662.77 | 03/19/2025 |
| 272140 | COMMERCIAL ENERGY SPECIALISTS LLC | $6,407.84 | 03/19/2025 |
| 272142 | CONTAINER SYSTEMS & EQUIPMENT CO INC | $182.40 | 03/19/2025 |
| 272143 | CORE & MAIN LP | $144.48 | 03/19/2025 |
| 272145 | CUSANO'S ITALIAN BAKERY INC | $506.56 | 03/19/2025 |
| 272146 | CY'S LINEN SERVICE LLC | $140.08 | 03/19/2025 |
| 272147 | DAVIES CLAIMS NORTH AMERICA INC | $4,453.00 | 03/19/2025 |
| 272148 | DEPARTMENT OF ENVIRONMENTAL PROTECTION | $2,996.00 | 03/19/2025 |
| 272218 | DR. STEVE T. BUSSA O.D. PLLC | $270.00 | 03/19/2025 |
| 272150 | EASTEC SAFETY, LLC | $1,600.00 | 03/19/2025 |
| 272238 | ELPEX/MIAMI TIRESOLES | $580.00 | 03/19/2025 |
| 272186 | Eric Knott | $1,475.62 | 03/19/2025 |
| 272151 | ERIN ELECTRICAL ENTERPRISES INC | $675.00 | 03/19/2025 |
| 272153 | FBI-LEEDA INC | $795.00 | 03/19/2025 |
| 272265 | FBI-LEEDA INC | $795.00 | 03/19/2025 |
| 272154 | FISHER SCIENTIFIC COMPANY LLC | $1,615.67 | 03/19/2025 |
| 272155 | FLORIDA BULLET INC | $33,340.70 | 03/19/2025 |
| 272156 | FLORIDA SUPERIOR SAND INC | $1,174.53 | 03/19/2025 |
| 272190 | FREIGHTLINER OF BROWARD | $15.48 | 03/19/2025 |
| 272159 | GARMIZO'S INC | $420.00 | 03/19/2025 |
| 272160 | GENERATOR SUPERCENTER OF BROWARD | $620.90 | 03/19/2025 |
| 272161 | GFWC PLANTATION WOMAN'S CLUB INC | $275.00 | 03/19/2025 |
| 272162 | GL DISTRIBUTORS INC | $2,764.60 | 03/19/2025 |
| 272163 | GPS INDUSTRIES LLC | $3,525.00 | 03/19/2025 |
| 272164 | GRAINGER | $2,824.49 | 03/19/2025 |
| 272165 | GRAYBAR ELECTRIC CO | $1,109.18 | 03/19/2025 |
| 272166 | GREATER PLANTATION CHAMBER OF COMMERCE | $350.00 | 03/19/2025 |
| 272167 | GREEN THUMB LAWN & GARDEN | $555.81 | 03/19/2025 |
| 272219 | GUIDANT MANAGEMENT GROUP LLC | $6,359.66 | 03/19/2025 |
| 272168 | HALL FOUNTAINS INC | $4,867.00 | 03/19/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 13, 2025 to March 19, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 272169 | HARRELL'S, LLC | $4,362.84 | 03/19/2025 |
| 272170 | HAZEN & SAWYER PC | $260,331.15 | 03/19/2025 |
| 272172 | HD Supply formerly Home Depot Pro | $2,234.62 | 03/19/2025 |
| 272105 | HOLIDAYGOO | $1,000.00 | 03/19/2025 |
| 272106 | HOLIDAYGOO | $2,000.00 | 03/19/2025 |
| 272171 | HOME DEPOT CREDIT SERVICES | $17,765.74 | 03/19/2025 |
| 272175 | IMPERIAL ELECTRIC INC | $12,052.74 | 03/19/2025 |
| 272177 | IN REM SOLUTIONS INC | $6,562.50 | 03/19/2025 |
| 272179 | IN UNISON SCHOOL APPAREL | $8,403.50 | 03/19/2025 |
| 272176 | INGRAM LIBRARY SERVICES | $414.07 | 03/19/2025 |
| 272178 | INSTRUMART | $1,625.87 | 03/19/2025 |
| 272180 | Ironmongery Auto Paint and Collision LLC | $1,850.45 | 03/19/2025 |
| 272182 | Jacqueline Chehebar Valdes ,Ph.D.,P.A. | $6,000.00 | 03/19/2025 |
| 272227 | JOHN ROTUNNO | $145.00 | 03/19/2025 |
| 272158 | JORGE A FUENTES | $101.63 | 03/19/2025 |
| 272184 | KELLY TRACTOR CO | $3,361.50 | 03/19/2025 |
| 272185 | KIMLEY-HORN AND ASSOCIATES, INC | $5,104.50 | 03/19/2025 |
| 272187 | KONICA MINOLTA BUSINESS SOLUTIONS | $8,245.13 | 03/19/2025 |
| 272183 | KYLE JONES | $50.00 | 03/19/2025 |
| 272188 | LINDER INDUSTRIAL MACHINERY COMPANY | $775.17 | 03/19/2025 |
| 272189 | LION FIRST RESPONDER PPE INC | $929.25 | 03/19/2025 |
| 272192 | MARATHON HEALTH LLC | $81,970.97 | 03/19/2025 |
| 272193 | MARCOS JR SERVICES INC | $789.00 | 03/19/2025 |
| 272194 | MATHENY MOTOR TRUCK CO. | $2,097.73 | 03/19/2025 |
| 272195 | MAX CAR WASH, INC. | $306.00 | 03/19/2025 |
| 272174 | MELISSA HURT- Petty Cash | $122.50 | 03/19/2025 |
| 272117 | MELROSE S ALLEN | $154.27 | 03/19/2025 |
| 272197 | METROPOLITAN TRUCKING | $1,095.00 | 03/19/2025 |
| 272198 | MICROMARKETING LLC | $213.59 | 03/19/2025 |
| 272199 | MIRACLE RECREATION EQUIPMENT CO INC | $1,352.49 | 03/19/2025 |
| 272200 | MOTION INDUSTRIES INC | $67.80 | 03/19/2025 |
| 272201 | MSC INDUSTRIAL SUPPLY CO INC | $200.06 | 03/19/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 13, 2025 to March 19, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 272202 | NAFECO | $814.93 | 03/19/2025 |
| 272203 | NATIONAL BRICK PAVERS CORP | $1,150.00 | 03/19/2025 |
| 272204 | NEXAIR LLC | $472.33 | 03/19/2025 |
| 272134 | NICKHOLAS BUTLER | $50.00 | 03/19/2025 |
| 272141 | Occupational Health Centers of the SW | $245.00 | 03/19/2025 |
| 272205 | ON SCENE REPAIRS & MAINTENANCE | $480.00 | 03/19/2025 |
| 272206 | ON SITE ALIGNMENT LLC | $880.00 | 03/19/2025 |
| 272207 | O'REILLY AUTO PARTS | $1,663.40 | 03/19/2025 |
| 272208 | OSMIN SURFACES INC | $8,900.00 | 03/19/2025 |
| 272210 | PARTS AUTHORITY LLC | $1,350.39 | 03/19/2025 |
| 272211 | PEPSI BEVERAGES COMPANY | $1,036.20 | 03/19/2025 |
| 272212 | PFM ASSET MANAGEMENT LLC | $14,199.19 | 03/19/2025 |
| 272214 | PLANTATION ATHLETIC LEAGUE INC | $7,744.00 | 03/19/2025 |
| 272215 | PLANTATION FORD | $774.73 | 03/19/2025 |
| 272216 | PORT CONSOLIDATED INC | $558.64 | 03/19/2025 |
| 272217 | PRECISION SMALL ENGINE CO INC | $253.85 | 03/19/2025 |
| 272220 | PROTOTYPE, INC | $225.00 | 03/19/2025 |
| 272221 | RECHTIEN INTERNATIONAL TRUCKS INC | $628.35 | 03/19/2025 |
| 272222 | RELIANCE STANDARD LIFE INSURANCE CO | $25,010.77 | 03/19/2025 |
| 272224 | REXEL USA INC | $3,850.78 | 03/19/2025 |
| 272225 | RICE PUMP & MOTOR REPAIR INC | $4,590.00 | 03/19/2025 |
| 272136 | RICHARDO CHIN | $50.00 | 03/19/2025 |
| 272228 | SAWGRASS FORD INC | $1,874.85 | 03/19/2025 |
| 272157 | Scuba Steve, Inc. dba Force-E Scuba Centers | $917.86 | 03/19/2025 |
| 272144 | SEYMOUR COUNCIL III | $1,984.50 | 03/19/2025 |
| 272229 | SHERIFF OF BROWARD COUNTY | $41.89 | 03/19/2025 |
| 272230 | SIMPLY HEALTHCARE | $137.96 | 03/19/2025 |
| 272213 | SONNY PINDER | $75.00 | 03/19/2025 |
| 272231 | SOUTHERN FLORIDA ICE CREAM COMPANY | $252.00 | 03/19/2025 |
| 272226 | SRIXON/CLEVELAND GOLF/XXIO | $535.73 | 03/19/2025 |
| 272232 | STAPLES INC. | $566.51 | 03/19/2025 |
| 272233 | SUNBELT RENTALS INC | $1,830.00 | 03/19/2025 |

# City of Plantation
## Computer Check Register
## Check Dates: March 13, 2025 to March 19, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 272234 | SYSCO SOUTHEAST FLORIDA LLC | $1,436.63 | 03/19/2025 |
| 272235 | TAVERNA CHRYSLER JEEP DODGE RAM | $1,417.92 | 03/19/2025 |
| 272236 | TAW POWER SYSTEMS INC | $362.41 | 03/19/2025 |
| 272237 | TAYLOR MADE GOLF COMPANY INC | $4,246.43 | 03/19/2025 |
| 272173 | TENACARVA MACHINERY CO LLC | $6,533.00 | 03/19/2025 |
| 272209 | TPH HOLDINGS LLC dba THE PARTS HOUSE | $809.22 | 03/19/2025 |
| 272239 | TrustMark | $29,980.62 | 03/19/2025 |
| 272248 | UNITED HEALTHCARE INSURANCE CO | $109.92 | 03/19/2025 |
| 272247 | UNITEDHEALTHCARE INSURANCE CO | $15,761.56 | 03/19/2025 |
| 272249 | US Department of Justice-OCDETF | $1,414.29 | 03/19/2025 |
| 272250 | VCA INDIAN TRACE ANIMAL HOSPITAL | $209.27 | 03/19/2025 |
| 272251 | VERIZON WIRELESS | $1,661.50 | 03/19/2025 |
| 272252 | VERIZON WIRELESS | $216.42 | 03/19/2025 |
| 272254 | VERIZON WIRELESS | $87.76 | 03/19/2025 |
| 272255 | VERIZON WIRELESS | $360.70 | 03/19/2025 |
| 272256 | VERIZON WIRELESS | $283.08 | 03/19/2025 |
| 272253 | VERIZON WIRELESS | $629.56 | 03/19/2025 |
| 272257 | VERIZON WIRELESS | $80.88 | 03/19/2025 |
| 272258 | WESCO TURF, INC. dba HECTOR TURF | $2,683.55 | 03/19/2025 |
| 272259 | WEX BANK | $1,061.58 | 03/19/2025 |
| 272149 | WILLIAM DORR | $134.17 | 03/19/2025 |
| 272260 | WILSON SPORTING GOODS CO | $168.20 | 03/19/2025 |
| 272261 | WM RECYCLE AMERICA LLC | $27,550.18 | 03/19/2025 |
| 272262 | WURTH USA INC | $182.75 | 03/19/2025 |
| 272263 | XEROX CORPORATION | $166.12 | 03/19/2025 |
| 272107 | XGLOSIVE LLC | $3,900.00 | 03/19/2025 |
| | | **$748,558.53** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## Manual Check Register
## Posted Dates: March 13, 2025 to March 19, 2025

| Payment | Vendor | Amount | Posting Date |
|---|---|---|---|
| 00000000000345773 | BOARD OF COUNTY COMMISSIONERS | $18.50 | 03/18/2025 |
| W00000000000345772 | Florida Department of Revenue Sales Tax | $46,860.57 | 03/18/2025 |
| 00000000000345774 | PORT CONSOLIDATED INC | $884.25 | 03/18/2025 |
| 00000000000345777 | PORT CONSOLIDATED INC | $22,433.85 | 03/18/2025 |
| W00000000000345771 | UNITED HEALTHCARE | $218,552.03 | 03/18/2025 |
| 00000000000345775 | WHH SOLUTIONS LLC | $8,800.79 | 03/18/2025 |
| | | **$297,549.99** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## E-Payment Register
### Posted Dates: March 13, 2025 to March 19, 2025

| Payment | Vendor | Amount | Posting Date |
|---|---|---|---|
| EPAY0002259 | ALL FIRE SERVICES INC | $300.00 | 03/19/2025 |
| EPAY0002260 | AMERICAN PLUMBING INC | $1,225.32 | 03/19/2025 |
| EPAY0002261 | CHENEY BROTHERS INC | $6,518.06 | 03/19/2025 |
| EPAY0002262 | EDJ TREE SERVICE LLC | $4,875.00 | 03/19/2025 |
| EPAY0002263 | FERGUSON ENTERPRISES INC | $33.31 | 03/19/2025 |
| EPAY0002264 | M & H AUTOMOTIVE INC | $2,183.98 | 03/19/2025 |
| EPAY0002265 | TOTAL TRUCK PARTS INC | $68.00 | 03/19/2025 |
| | | **$15,203.67** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **10-S TENNIS SUPPLY** | | | | | | |
| | 03/19/2025 | 272152 | Computer | | | |
| | | | | $191.70 | 001-7531 | R/M-Equipment |
| | | | | **$191.70** | | |
| **A & B PIPE AND SUPPLY INC** | | | | | | |
| | 03/19/2025 | 272108 | Computer | | | |
| | | | | $487.20 | 440-0000 | Inventory-Materials & Supplies |
| | | | | $64.00 | 440-0000 | Inventory-Materials & Supplies |
| | | | | **$551.20** | | |
| **ACUSHNET COMPANY** | | | | | | |
| | 03/19/2025 | 272109 | Computer | | | |
| | | | | $336.55 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $1,512.62 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $255.26 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | ($30.75) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($44.70) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($7.56) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$2,021.42** | | |
| **ADIDAS AMERICA, INC.** | | | | | | |
| | 03/19/2025 | 272110 | Computer | | | |
| | | | | $96.00 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | ($38.40) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$57.60** | | |
| **ADVANCED ENVIRONMENTAL** | | | | | | |
| | 03/19/2025 | 272111 | Computer | | | |
| | | | | $966.00 | 440-0100 | Chemical analysis |
| | | | | **$966.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **AETNA LIFE INSURANCE COMPANY** | | | | | | |
| | 03/19/2025 | 272112 | Computer | | | |
| | | | | $466.00 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | $429.24 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$895.24** | | |
| **AFLAC** | | | | | | |
| | 03/19/2025 | 272113 | Computer | | | |
| | | | | $5,907.40 | 880-0000 | Accrued AFLAC Ins Pay |
| | | | | **$5,907.40** | | |
| **ALEKS KOLEVA TENNIS SCHOOL** | | | | | | |
| | 03/19/2025 | 272114 | Computer | | | |
| | | | | $2,112.00 | 001-7531 | Outside instructors |
| | | | | **$2,112.00** | | |
| **ALFA LAVAL INC** | | | | | | |
| | 03/19/2025 | 272115 | Computer | | | |
| | | | | $5,263.14 | 440-0200 | R/M-Equipment |
| | | | | **$5,263.14** | | |
| **ALL ABOUT ENTERTAINMENT, INC.** | | | | | | |
| | 03/19/2025 | 272116 | Computer | | | |
| | | | | $1,322.50 | 001-7502 | Summer recreation programs |
| | | | | $775.00 | 001-7502 | Summer recreation programs |
| | | | | **$2,097.50** | | |
| **ALLIED UNIVERSAL CORPORATION** | | | | | | |
| | 03/19/2025 | 272118 | Computer | | | |
| | | | | $1,677.00 | 440-0200 | Supplies-Chemicals |
| | | | | **$1,677.00** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **AMAZON CAPITAL SERVICES, INC** | | | | | | |
| | 03/19/2025 | 13N3-4XCP-FRLV | Credit | | | |
| | | | | ($296.00) | 001-7501 | Tools/Under threshold furn/equip |
| | | | | **($296.00)** | | |
| **AMAZON CAPITAL SERVICES, INC** | | | | | | |
| | 03/19/2025 | 1WTK-XRQ4-HGD3 | Credit | | | |
| | | | | ($148.00) | 001-7501 | Tools/Under threshold furn/equip |
| | | | | **($148.00)** | | |
| **AMAZON CAPITAL SERVICES, INC** | | | | | | |
| | 03/19/2025 | 1XKW-PXGV-DH39 | Credit | | | |
| | | | | ($148.00) | 001-7501 | Tools/Under threshold furn/equip |
| | | | | **($148.00)** | | |
| **AMAZON CAPITAL SERVICES, INC** | | | | | | |
| | 03/19/2025 | 272119 | Computer | | | |
| | | | | $189.95 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $1,432.46 | 001-7501 | Tools/Under threshold furn/equip |
| | | | | $354.60 | 440-0100 | R/M-Equipment |
| | | | | **$1,977.01** | | |
| **AMERICAN RED CROSS** | | | | | | |
| | 03/19/2025 | 272120 | Computer | | | |
| | | | | $91.00 | 001-0000 | Service charge-CR-Aquatics Complex |
| | | | | $270.00 | 001-7532 | Memberships/Schools |
| | | | | **$361.00** | | |
| **AMERIGAS PROPANE LP** | | | | | | |
| | 03/19/2025 | 272121 | Computer | | | |
| | | | | $574.24 | 449-4922 | Supplies-Fuel |
| | | | | **$574.24** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **Andrew Jackson** | | | | | | |
| | 03/19/2025 | 272181 | Computer | | | |
| | | | | $75.00 | 440-0100 | Memberships/Schools |
| | | | | **$75.00** | | |
| **APPLIED INDUSTRIAL TECHNOLOGIES-DIXIE INC** | | | | | | |
| | 03/19/2025 | 272122 | Computer | | | |
| | | | | $697.94 | 440-0100 | R/M-Vehicles |
| | | | | $697.93 | 440-0200 | R/M-Vehicles |
| | | | | **$1,395.87** | | |
| [redacted] | | | | | | |
| | 03/19/2025 | 272123 | Computer | | | |
| | | | | $1,241.00 | 440-0200 | Communications |
| | | | | **$1,241.00** | | |
| **AUTOMATIC DATA PROCESSING LLC** | | | | | | |
| | 03/19/2025 | 272124 | Computer | | | |
| | | | | $50.00 | 001-2300 | R/M-Equipment |
| | | | | $375.00 | 001-2300 | R/M-Maintenance contract-computers |
| | | | | $8,097.84 | 001-2700 | Outside service fees |
| | | | | $395.00 | 001-4300 | R/M-Maintenance contract |
| | | | | **$8,917.84** | | |
| **BARTHELOMEW MCCRAY** | | | | | | |
| | 03/19/2025 | 272196 | Computer | | | |
| | | | | $25.00 | 440-0100 | Memberships/Schools |
| | | | | $25.00 | 440-0200 | Memberships/Schools |
| | | | | **$50.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BOBCAT OF Palm Beach** | | | | | | |
| | 03/19/2025 | 272125 | Computer | | | |
| | | | | $1,450.66 | 001-7501 | R/M-Equipment |
| | | | | **$1,450.66** | | |
| **BOUND TREE MEDICAL LLC** | | | | | | |
| | 03/19/2025 | 272126 | Computer | | | |
| | | | | $45.55 | 001-4400 | Supplies-Medical |
| | | | | $51.00 | 001-4400 | Supplies-Medical |
| | | | | $4,306.61 | 001-4400 | Supplies-Medical |
| | | | | **$4,403.16** | | |
| **BROWARD CO WATER & WASTEWATER SERVICES** | | | | | | |
| | 03/19/2025 | 272130 | Computer | | | |
| | | | | $918.76 | 440-0200 | Waste disposal |
| | | | | **$918.76** | | |
| **BROWARD COLLEGE** | | | | | | |
| | 03/19/2025 | 272129 | Computer | | | |
| | | | | $360.00 | 001-3900 | Personnel Training-2nd dollar |
| | | | | $180.00 | 001-3900 | Personnel Training-Non 2nd dollar |
| | | | | **$540.00** | | |
| **BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS** | | | | | | |
| | 03/19/2025 | 272131 | Computer | | | |
| | | | | $10.80 | 440-0200 | Waste disposal |
| | | | | **$10.80** | | |
| **BROWARD NELSON FOUNTAIN SERVICE** | | | | | | |
| | 03/19/2025 | 272127 | Computer | | | |
| | | | | $662.13 | 001-7532 | Supplies-Chemicals |
| | | | | **$662.13** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BROWARD VICTIMS RIGHTS COALITION INC** | | | | | | |
| | 03/19/2025 | 272128 | Computer | | | |
| | | | | $45.00 | 001-3900 | Personnel Training-Non 2nd dollar |
| | | | | **$45.00** | | |
| **BSN SPORTS, LLC** | | | | | | |
| | 03/19/2025 | 272132 | Computer | | | |
| | | | | $1,700.00 | 001-7502 | Supplies-Athletic programs |
| | | | | **$1,700.00** | | |
| **BURKHARD'S TRACTOR & EQUIPMENT INC** | | | | | | |
| | 03/19/2025 | 272133 | Computer | | | |
| | | | | $72.60 | 001-0000 | Inventory-Garage |
| | | | | $40.30 | 001-0000 | Inventory-Garage |
| | | | | $988.75 | 001-5500 | R/M-Equipment |
| | | | | $117.78 | 001-5500 | R/M-Vehicles |
| | | | | $174.68 | 001-5900 | R/M-Equipment |
| | | | | $278.62 | 001-5900 | R/M-Equipment |
| | | | | **$1,672.73** | | |
| **CATHERINE P. LOWIS** | | | | | | |
| | 03/19/2025 | 272191 | Computer | | | |
| | | | | $107.42 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$107.42** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **CENGAGE LEARNING INC** | | | | | | |
| | 03/19/2025 | 272135 | Computer | | | |
| | | | | $1,643.76 | 001-7100 | Capital Outlay: Books-reference |
| | | | | $225.67 | 108-0000 | Capital Outlay: Books-general |
| | | | | $173.94 | 108-0000 | Capital Outlay: Books-general |
| | | | | $89.97 | 108-0000 | Capital Outlay: Books-general |
| | | | | **$2,133.34** | | |
| **CINTAS CORPORATION NO 017** | | | | | | |
| | 03/19/2025 | 272137 | Computer | | | |
| | | | | $22.21 | 001-4300 | R/M-Vehicles |
| | | | | $292.89 | 001-7501 | Supplies-Uniforms/Protective gear |
| | | | | $161.23 | 440-0100 | Supplies-Uniforms/Protective gear |
| | | | | $39.43 | 440-0100 | Supplies-Uniforms/Protective gear |
| | | | | $161.22 | 440-0200 | Supplies-Uniforms/Protective gear |
| | | | | $80.68 | 440-0200 | Supplies-Uniforms/Protective gear |
| | | | | $68.54 | 449-4922 | Rentals |
| | | | | **$826.20** | | |
| **CLAUDIA RESTREPO** | | | | | | |
| | 03/19/2025 | 272223 | Computer | | | |
| | | | | $75.00 | 440-0200 | Memberships/Schools |
| | | | | **$75.00** | | |
| **COAST PUMP & WATER TECHNOLOGIES** | | | | | | |
| | 03/19/2025 | 272138 | Computer | | | |
| | | | | $494.75 | 001-7501 | R/M-Grounds |
| | | | | **$494.75** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| [redacted] | | | | | | |
| | 03/19/2025 | 272139 | Computer | | | |
| | | | | $662.77 | 001-7502 | Communications |
| | | | | **$662.77** | | |
| **COMMERCIAL ENERGY SPECIALISTS LLC** | | | | | | |
| | 03/19/2025 | 272140 | Computer | | | |
| | | | | $2,000.00 | 001-7532 | R/M-Pools |
| | | | | $1,751.34 | 001-7532 | R/M-Pools |
| | | | | $2,656.50 | 001-7532 | Supplies-Chemicals |
| | | | | **$6,407.84** | | |
| **CONTAINER SYSTEMS & EQUIPMENT CO INC** | | | | | | |
| | 03/19/2025 | 272142 | Computer | | | |
| | | | | $182.40 | 460-5200 | R/M-Vehicles |
| | | | | **$182.40** | | |
| **CORE & MAIN LP** | | | | | | |
| | 03/19/2025 | 272143 | Computer | | | |
| | | | | $144.48 | 440-0000 | Inventory-Materials & Supplies |
| | | | | **$144.48** | | |
| **CUSANO'S ITALIAN BAKERY INC** | | | | | | |
| | 03/19/2025 | 272145 | Computer | | | |
| | | | | $89.25 | 449-0000 | Inventory-Groceries |
| | | | | $89.34 | 449-0000 | Inventory-Groceries |
| | | | | $53.35 | 449-0000 | Inventory-Groceries |
| | | | | $145.74 | 449-0000 | Inventory-Groceries |
| | | | | $128.88 | 449-0000 | Inventory-Groceries |
| | | | | **$506.56** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **CY'S LINEN SERVICE LLC** | | | | | | |
| | 03/19/2025 | 272146 | Computer | | | |
| | | | | $140.08 | 449-4922 | Rentals |
| | | | | **$140.08** | | |
| **DAVIES CLAIMS NORTH AMERICA INC** | | | | | | |
| | 03/19/2025 | 272147 | Computer | | | |
| | | | | $4,453.00 | 001-8852 | Litigation services |
| | | | | **$4,453.00** | | |
| **DEPARTMENT OF ENVIRONMENTAL PROTECTION** | | | | | | |
| | 03/19/2025 | 272148 | Computer | | | |
| | | | | $75.00 | 440-0100 | Memberships/Schools |
| | | | | $2,921.00 | 460-5200 | NPDES Permitting Services |
| | | | | **$2,996.00** | | |
| **DR. STEVE T. BUSSA O.D. PLLC** | | | | | | |
| | 03/19/2025 | 272218 | Computer | | | |
| | | | | $270.00 | 001-0000 | Refunds-Accela System |
| | | | | **$270.00** | | |
| **EASTEC SAFETY, LLC** | | | | | | |
| | 03/19/2025 | 272150 | Computer | | | |
| | | | | $800.00 | 440-0100 | Memberships/Schools |
| | | | | $800.00 | 440-0200 | Memberships/Schools |
| | | | | **$1,600.00** | | |
| **ELPEX/MIAMI TIRESOLES** | | | | | | |
| | 03/19/2025 | 272238 | Computer | | | |
| | | | | $580.00 | 001-0000 | Inventory-Garage |
| | | | | **$580.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **Eric Knott** | | | | | | |
| | 03/19/2025 | 272186 | Computer | | | |
| | | | | $1,475.62 | 001-0000 | Refunds-Accela System |
| | | | | **$1,475.62** | | |
| **ERIN ELECTRICAL ENTERPRISES INC** | | | | | | |
| | 03/19/2025 | 272151 | Computer | | | |
| | | | | $675.00 | 440-0200 | R/M-Equipment |
| | | | | **$675.00** | | |
| **FBI-LEEDA INC** | | | | | | |
| | 03/19/2025 | 272153 | Computer | | | |
| | | | | $795.00 | 001-3900 | Personnel Training-2nd dollar |
| | | | | **$795.00** | | |
| **FBI-LEEDA INC** | | | | | | |
| | 03/19/2025 | 272265 | Computer | | | |
| | | | | $795.00 | 001-3900 | Personnel Training-2nd dollar |
| | | | | **$795.00** | | |
| **FISHER SCIENTIFIC COMPANY LLC** | | | | | | |
| | 03/19/2025 | 272154 | Computer | | | |
| | | | | $151.32 | 440-0100 | Supplies/Equipment-Laboratory |
| | | | | $68.78 | 440-0100 | Supplies/Equipment-Laboratory |
| | | | | $259.49 | 440-0100 | Supplies/Equipment-Laboratory |
| | | | | $68.78 | 440-0100 | Supplies/Equipment-Laboratory |
| | | | | $259.49 | 440-0100 | Supplies/Equipment-Laboratory |
| | | | | $151.31 | 440-0200 | Supplies/Equipment-Laboratory |
| | | | | $68.77 | 440-0200 | Supplies/Equipment-Laboratory |
| | | | | $259.48 | 440-0200 | Supplies/Equipment-Laboratory |
| | | | | $68.77 | 440-0200 | Supplies/Equipment-Laboratory |
| | | | | $259.48 | 440-0200 | Supplies/Equipment-Laboratory |
| | | | | **$1,615.67** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **FISHER SCIENTIFIC COMPANY LLC** | | | | | | |
| | 03/19/2025 | 9279952 | Credit | | | |
| | | | | ($328.26) | 440-0100 | Supplies/Equipment-Laboratory |
| | | | | ($328.26) | 440-0200 | Supplies/Equipment-Laboratory |
| | | | | **($656.52)** | | |
| **FLORIDA BULLET INC** | | | | | | |
| | 03/19/2025 | 272155 | Computer | | | |
| | | | | $33,340.70 | 001-3900 | Supplies/Materials-Expendable |
| | | | | **$33,340.70** | | |
| **FLORIDA SUPERIOR SAND INC** | | | | | | |
| | 03/19/2025 | 272156 | Computer | | | |
| | | | | $1,174.53 | 001-7501 | R/M-Grounds |
| | | | | **$1,174.53** | | |
| **FREIGHTLINER OF BROWARD** | | | | | | |
| | 03/19/2025 | 272190 | Computer | | | |
| | | | | $15.48 | 440-0200 | R/M-Vehicles |
| | | | | **$15.48** | | |
| **GARMIZO'S INC** | | | | | | |
| | 03/19/2025 | 272159 | Computer | | | |
| | | | | $210.00 | 460-5200 | R/M-Grounds |
| | | | | $210.00 | 460-5200 | R/M-Grounds |
| | | | | **$420.00** | | |
| **GENERATOR SUPERCENTER OF BROWARD** | | | | | | |
| | 03/19/2025 | 272160 | Computer | | | |
| | | | | $620.90 | 001-0000 | Refunds-Accela System |
| | | | | **$620.90** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **GFWC PLANTATION WOMAN'S CLUB INC** | | | | | | |
| | 03/19/2025 | 272161 | Computer | | | |
| | | | | $275.00 | 001-4300 | Community relations |
| | | | | **$275.00** | | |
| **GL DISTRIBUTORS INC** | | | | | | |
| | 03/19/2025 | 272162 | Computer | | | |
| | | | | $1,223.80 | 001-3900 | Supplies-Uniforms/Protective gear |
| | | | | $1,540.80 | 001-3900 | Supplies-Uniforms/Protective gear |
| | | | | **$2,764.60** | | |
| **GPS INDUSTRIES LLC** | | | | | | |
| | 03/19/2025 | 272163 | Computer | | | |
| | | | | $3,525.00 | 449-4923 | Rentals |
| | | | | **$3,525.00** | | |
| **GRAINGER** | | | | | | |
| | 03/19/2025 | 272164 | Computer | | | |
| | | | | $95.53 | 001-0000 | Inventory-Garage |
| | | | | $11.65 | 440-0100 | R/M-Grounds |
| | | | | $1,156.40 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $103.56 | 440-0100 | R/M-Vehicles |
| | | | | $62.22 | 440-0100 | R/M-Equipment |
| | | | | $82.43 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $11.65 | 440-0200 | R/M-Grounds |
| | | | | $62.22 | 440-0200 | R/M-Equipment |
| | | | | $1,156.40 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $82.43 | 440-0200 | Supplies/Materials-Expendable |
| | | | | **$2,824.49** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **GRAYBAR ELECTRIC CO** | | | | | | |
| | 03/19/2025 | 272165 | Computer | | | |
| | | | | $251.20 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $494.55 | 113-1300 | R/M-FDOT Street Lights Maintenance |
| | | | | $331.38 | 440-0200 | R/M-Structures |
| | | | | $32.05 | 440-0200 | R/M-Structures |
| | | | | **$1,109.18** | | |
| **GREATER PLANTATION CHAMBER OF COMMERCE** | | | | | | |
| | 03/19/2025 | 272166 | Computer | | | |
| | | | | $350.00 | 001-4300 | Community relations |
| | | | | **$350.00** | | |
| **GREEN THUMB LAWN & GARDEN** | | | | | | |
| | 03/19/2025 | 272167 | Computer | | | |
| | | | | $112.66 | 001-0000 | Inventory-Garage |
| | | | | $170.55 | 001-5500 | R/M-Equipment |
| | | | | $46.37 | 001-5500 | R/M-Equipment |
| | | | | $146.84 | 001-7501 | R/M-Equipment |
| | | | | $151.10 | 001-7501 | R/M-Equipment |
| | | | | $1.93 | 001-7501 | R/M-Equipment |
| | | | | $34.13 | 001-7501 | R/M-Equipment |
| | | | | **$663.58** | | |
| **GREEN THUMB LAWN & GARDEN** | | | | | | |
| | 03/19/2025 | P2397584CRS | Credit | | | |
| | | | | ($107.77) | 001-0000 | Inventory-Garage |
| | | | | **($107.77)** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **GUIDANT MANAGEMENT GROUP LLC** | | | | | | |
| | 03/19/2025 | 272219 | Computer | | | |
| | | | | $715.76 | 449-4920 | Outside service fees |
| | | | | $564.39 | 449-4922 | Outside service fees |
| | | | | $564.39 | 449-4923 | Outside service fees |
| | | | | $4,515.12 | 449-4924 | Outside service fees |
| | | | | **$6,359.66** | | |
| **HALL FOUNTAINS INC** | | | | | | |
| | 03/19/2025 | 272168 | Computer | | | |
| | | | | $4,867.00 | 001-6712 | R/M-Grounds |
| | | | | **$4,867.00** | | |
| **HARRELL'S, LLC** | | | | | | |
| | 03/19/2025 | 272169 | Computer | | | |
| | | | | $1,060.00 | 449-4924 | Supplies-Chemicals |
| | | | | $365.00 | 449-4924 | Supplies-Chemicals |
| | | | | $999.04 | 449-4924 | Supplies-Chemicals |
| | | | | $1,938.80 | 449-4924 | Supplies-Chemicals |
| | | | | **$4,362.84** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **HAZEN & SAWYER PC** | | | | | | |
| | 03/19/2025 | 272170 | Computer | | | |
| | | | | $68,205.40 | 440-0200 | Engineering |
| | | | | $11,990.60 | 443-0000 | CIP-RWWTP Prim Clarifier |
| | | | | $8,992.94 | 443-0000 | CIP-RWWTP Prim Clarifier |
| | | | | $11,990.60 | 443-0000 | CIP-RWWTP Prim Clarifier |
| | | | | $12,438.18 | 443-0000 | CIP-RWWTP MCC Switchgear |
| | | | | $28,665.47 | 443-0000 | CIP-RWWTP MCC Switchgear |
| | | | | $13,437.50 | 443-0000 | CIP-EWTP General Synchro Unit & |
| | | | | $45,179.00 | 443-0000 | CIP-EWTP General Synchro Unit & |
| | | | | $13,628.00 | 443-0000 | CIP-RWWTP Sodium Hypochlorite |
| | | | | $27,256.00 | 443-0000 | CIP-RWWTP Sodium Hypochlorite |
| | | | | $8,679.97 | 445-0000 | CIP-RWWTP Poly Tank & Pipe |
| | | | | $9,867.49 | 445-0000 | CIP-RWWTP Poly Tank & Pipe |
| | | | | **$260,331.15** | | |
| **HD Supply formerly Home Depot Pro** | | | | | | |
| | 03/19/2025 | 272172 | Computer | | | |
| | | | | $651.46 | 001-7501 | Supplies-Janitorial |
| | | | | $1,237.22 | 001-7501 | Supplies-Janitorial |
| | | | | $144.30 | 001-7501 | Supplies/Materials-Expendable |
| | | | | $34.16 | 001-7531 | Supplies-Janitorial |
| | | | | $83.74 | 440-0100 | Supplies-Janitorial |
| | | | | $83.74 | 440-0200 | Supplies-Janitorial |
| | | | | **$2,234.62** | | |
| **HOLIDAYGOO** | | | | | | |
| | 03/19/2025 | 272105 | Computer | | | |
| | | | | $1,000.00 | 001-0000 | Suspense |
| | | | | **$1,000.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **HOLIDAYGOO** | | | | | | |
| | 03/19/2025 | 272106 | Computer | | | |
| | | | | $2,000.00 | 001-0000 | Suspense |
| | | | | **$2,000.00** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 181736 | Credit | | | |
| | | | | ($17.49) | 440-0100 | Tools/Under threshold furn/equip |
| | | | | ($17.49) | 440-0200 | Tools/Under threshold furn/equip |
| | | | | **($34.98)** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 2192498 | Credit | | | |
| | | | | ($89.60) | 440-0200 | R/M-Grounds |
| | | | | **($89.60)** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 2201903 | Credit | | | |
| | | | | ($60.93) | 001-7501 | Supplies-Janitorial |
| | | | | **($60.93)** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 2201905 | Credit | | | |
| | | | | ($128.27) | 001-7501 | Supplies-Janitorial |
| | | | | **($128.27)** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 2273861 | Credit | | | |
| | | | | ($39.78) | 449-4924 | R/M-Structures |
| | | | | **($39.78)** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 272171 | Computer | | | |
| | | | | $286.10 | 001-2300 | Supplies/Materials-Expendable |
| | | | | $35.48 | 001-2300 | Supplies/Materials-Expendable |
| | | | | $11.85 | 001-3900 | R/M-Grounds |
| | | | | $41.92 | 001-3900 | Supplies/Materials-Expendable |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $7.98 | 001-3900 | Tools/Under threshold furn/equip |
| | | | | $112.41 | 001-3900 | Tools/Under threshold furn/equip |
| | | | | $362.00 | 001-3900 | R/M-Structures |
| | | | | $2.76 | 001-3900 | R/M-Structures |
| | | | | $6.66 | 001-3900 | R/M-Structures |
| | | | | $81.10 | 001-3900 | R/M-Structures |
| | | | | $29.96 | 001-3900 | R/M-Structures |
| | | | | $41.08 | 001-3900 | R/M-Structures |
| | | | | $57.71 | 001-3900 | R/M-Structures |
| | | | | $14.98 | 001-3900 | R/M-Structures |
| | | | | $7.97 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $34.39 | 001-4300 | Supplies/Materials-Expendable |
| | | | | $62.04 | 001-4300 | Supplies/Materials-Expendable |
| | | | | $34.98 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $79.00 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $70.21 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $72.00 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $73.40 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $198.00 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $86.88 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $130.81 | 001-4300 | Supplies-Janitorial |
| | | | | $113.82 | 001-4300 | Supplies-Janitorial |
| | | | | $16.23 | 001-4300 | R/M-Structures |
| | | | | $56.70 | 001-5500 | R/M-Grounds |
| | | | | $312.96 | 001-5500 | Supplies/Materials-Expendable |
| | | | | $39.77 | 001-5500 | R/M-Structures |
| | | | | $87.78 | 001-5500 | R/M-Grounds |
| | | | | $404.26 | 001-5500 | Tools/Under threshold furn/equip |
| | | | | $345.83 | 001-6712 | R/M-Structures |
| | | | | $25.36 | 001-6712 | R/M-Structures |
| | | | | $19.24 | 001-6712 | R/M-Structures |
| | | | | $39.97 | 001-6712 | R/M-Structures |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $62.37 | 001-6712 | Tools/Under threshold furn/equip |
| | | | | $214.83 | 001-6712 | Tools/Under threshold furn/equip |
| | | | | $6.28 | 001-6712 | R/M-Structures |
| | | | | $6.55 | 001-6712 | R/M-Structures |
| | | | | $6.97 | 001-6712 | R/M-Structures |
| | | | | $25.44 | 001-6712 | Supplies-Janitorial |
| | | | | $149.91 | 001-6712 | Supplies/Materials-Expendable |
| | | | | $127.92 | 001-6712 | Supplies/Materials-Expendable |
| | | | | $15.28 | 001-6712 | R/M-Structures |
| | | | | $21.75 | 001-7100 | R/M-Structures |
| | | | | $92.70 | 001-7300 | R/M-Structures |
| | | | | $66.01 | 001-7300 | R/M-Structures |
| | | | | $22.98 | 001-7300 | R/M-Structures |
| | | | | $182.93 | 001-7501 | Tools/Under threshold furn/equip |
| | | | | $63.91 | 001-7501 | Tools/Under threshold furn/equip |
| | | | | $25.35 | 001-7501 | Tools/Under threshold furn/equip |
| | | | | $11.28 | 001-7501 | R/M-Grounds |
| | | | | $314.82 | 001-7501 | R/M-Grounds |
| | | | | $400.00 | 001-7501 | R/M-Grounds |
| | | | | $223.44 | 001-7501 | R/M-Grounds |
| | | | | $175.26 | 001-7501 | R/M-Grounds |
| | | | | $482.96 | 001-7501 | R/M-Grounds |
| | | | | $534.00 | 001-7501 | R/M-Grounds |
| | | | | $22.92 | 001-7501 | R/M-Grounds |
| | | | | $73.96 | 001-7501 | Tools/Under threshold furn/equip |
| | | | | $13.96 | 001-7501 | R/M-Grounds |
| | | | | $163.88 | 001-7501 | Tools/Under threshold furn/equip |
| | | | | $149.98 | 001-7501 | Tools/Under threshold furn/equip |
| | | | | $16.64 | 001-7501 | R/M-Grounds |
| | | | | $34.97 | 001-7501 | Tools/Under threshold furn/equip |
| | | | | $9.98 | 001-7501 | R/M-Grounds |
| | | | | $34.94 | 001-7501 | Tools/Under threshold furn/equip |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $114.70 | 001-7501 | R/M-Structures |
| | | | | $113.70 | 001-7501 | Supplies/Materials-Expendable |
| | | | | $24.42 | 001-7501 | Supplies/Materials-Expendable |
| | | | | $119.88 | 001-7501 | Supplies-Janitorial |
| | | | | $159.84 | 001-7501 | Supplies-Janitorial |
| | | | | $26.60 | 001-7501 | R/M-Equipment |
| | | | | $20.26 | 001-7501 | R/M-Equipment |
| | | | | $8.96 | 001-7501 | Supplies/Materials-Expendable |
| | | | | $259.88 | 001-7502 | R/M-Structures |
| | | | | $31.08 | 001-7502 | R/M-Equipment |
| | | | | $96.85 | 001-7502 | Tools/Under threshold furn/equip |
| | | | | $44.94 | 001-7531 | Tools/Under threshold furn/equip |
| | | | | $19.97 | 001-7531 | R/M-Grounds |
| | | | | $42.29 | 001-7531 | R/M-Grounds |
| | | | | $322.85 | 001-7531 | Tools/Under threshold furn/equip |
| | | | | $199.92 | 001-7531 | Tools/Under threshold furn/equip |
| | | | | $14.79 | 001-7531 | Supplies-Office |
| | | | | $39.96 | 001-7531 | Tools/Under threshold furn/equip |
| | | | | $8.87 | 001-7531 | Supplies/Materials-Expendable |
| | | | | $9.98 | 001-7531 | Supplies/Materials-Expendable |
| | | | | $49.32 | 001-7532 | Tools/Under threshold furn/equip |
| | | | | $70.10 | 001-7532 | Supplies/Materials-Expendable |
| | | | | $56.45 | 001-7533 | Tools/Under threshold furn/equip |
| | | | | $43.70 | 001-7533 | Tools/Under threshold furn/equip |
| | | | | $159.96 | 001-7533 | R/M-Structures |
| | | | | $30.88 | 001-7533 | R/M-Structures |
| | | | | $26.02 | 001-7533 | R/M-Structures |
| | | | | $6.91 | 001-7533 | R/M-Structures |
| | | | | $58.59 | 001-7533 | R/M-Grounds |
| | | | | $111.54 | 113-1300 | R/M-Walkways |
| | | | | $65.94 | 113-1300 | Tools/Under threshold furn/equip |
| | | | | $59.97 | 127-4700 | Capital Outlay: Buildings |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $10.71 | 127-4700 | Capital Outlay: Buildings |
| | | | | $200.54 | 127-4700 | Capital Outlay: Buildings |
| | | | | $149.48 | 127-4700 | Capital Outlay: Buildings |
| | | | | $25.05 | 440-0000 | CIP-Customer Service Remodel |
| | | | | $185.00 | 440-0100 | R/M-Grounds |
| | | | | $107.92 | 440-0100 | R/M-Grounds |
| | | | | $71.30 | 440-0100 | R/M-Grounds |
| | | | | $13.85 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $124.50 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $104.94 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $24.99 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $29.98 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $139.00 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $64.50 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $24.99 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $26.18 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $104.93 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $174.90 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $19.85 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $609.76 | 440-0100 | R/M-Equipment |
| | | | | $62.96 | 440-0100 | R/M-Equipment |
| | | | | $30.98 | 440-0100 | R/M-Equipment |
| | | | | $50.48 | 440-0100 | R/M-Equipment |
| | | | | $5.99 | 440-0100 | R/M-Equipment |
| | | | | $13.30 | 440-0100 | R/M-Equipment |
| | | | | $99.12 | 440-0100 | R/M-Equipment |
| | | | | $58.59 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $35.94 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $40.64 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $28.29 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $14.98 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $48.93 | 440-0100 | Supplies/Materials-Expendable |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $185.00 | 440-0200 | R/M-Grounds |
| | | | | $38.34 | 440-0200 | R/M-Grounds |
| | | | | $625.84 | 440-0200 | R/M-Grounds |
| | | | | $138.20 | 440-0200 | R/M-Grounds |
| | | | | $107.91 | 440-0200 | R/M-Grounds |
| | | | | $71.30 | 440-0200 | R/M-Grounds |
| | | | | $609.76 | 440-0200 | R/M-Equipment |
| | | | | $62.95 | 440-0200 | R/M-Equipment |
| | | | | $30.98 | 440-0200 | R/M-Equipment |
| | | | | $50.47 | 440-0200 | R/M-Equipment |
| | | | | $5.98 | 440-0200 | R/M-Equipment |
| | | | | $13.30 | 440-0200 | R/M-Equipment |
| | | | | $13.85 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $124.50 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $104.94 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $169.00 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $58.00 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $64.50 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $24.98 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $26.17 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $104.93 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $174.90 | 440-0200 | Tools/Under threshold furn/equip |
| | | | | $58.59 | 440-0200 | Supplies/Materials-Expendable |
| | | | | $35.94 | 440-0200 | Supplies/Materials-Expendable |
| | | | | $40.64 | 440-0200 | Supplies/Materials-Expendable |
| | | | | $28.28 | 440-0200 | Supplies/Materials-Expendable |
| | | | | $14.98 | 440-0200 | Supplies/Materials-Expendable |
| | | | | $48.92 | 440-0200 | Supplies/Materials-Expendable |
| | | | | $9.94 | 449-4922 | Supplies/Materials-Expendable |
| | | | | $35.76 | 449-4922 | Tools/Under threshold furn/equip |
| | | | | $9.98 | 449-4923 | Supplies/Materials-Expendable |
| | | | | $15.98 | 449-4923 | Supplies/Materials-Expendable |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $10.48 | 449-4923 | Supplies/Materials-Expendable |
| | | | | $17.68 | 449-4923 | Supplies/Materials-Expendable |
| | | | | $31.95 | 449-4923 | R/M-Equipment |
| | | | | $637.00 | 449-4923 | Tools/Under threshold furn/equip |
| | | | | $274.97 | 449-4923 | Tools/Under threshold furn/equip |
| | | | | $19.97 | 449-4923 | R/M-Equipment |
| | | | | $37.34 | 449-4924 | R/M-Structures |
| | | | | $170.56 | 449-4924 | R/M-Structures |
| | | | | $62.72 | 449-4924 | R/M-Structures |
| | | | | $190.76 | 449-4924 | R/M-Structures |
| | | | | $443.88 | 449-4924 | R/M-Structures |
| | | | | $38.86 | 449-4924 | Supplies-Janitorial |
| | | | | $14.94 | 449-4924 | Supplies-Janitorial |
| | | | | $404.99 | 449-4924 | Tools/Under threshold furn/equip |
| | | | | $93.96 | 449-4924 | Tools/Under threshold furn/equip |
| | | | | $18.48 | 449-4924 | R/M-Equipment |
| | | | | $158.81 | 449-4924 | R/M-Equipment |
| | | | | $77.68 | 449-4924 | R/M-Equipment |
| | | | | $210.92 | 449-4924 | Tools/Under threshold furn/equip |
| | | | | $38.22 | 460-5200 | Tools/Under threshold furn/equip |
| | | | | $77.91 | 460-5200 | Supplies/Materials-Expendable |
| | | | | **$18,416.34** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 7091143 | Credit | | | |
| | | | | ($44.97) | 127-4700 | Capital Outlay: Buildings |
| | | | | **($44.97)** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 7173608 | Credit | | | |
| | | | | ($59.97) | 127-4700 | Capital Outlay: Buildings |
| | | | | **($59.97)** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 7902605 | Credit | | | |
| | | | | ($35.76) | 449-4922 | Tools/Under threshold furn/equip |
| | | | | **($35.76)** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 8124307 | Credit | | | |
| | | | | ($169.00) | 001-7531 | Tools/Under threshold furn/equip |
| | | | | **($169.00)** | | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | |
| | 03/19/2025 | 901327 | Credit | | | |
| | | | | ($189.00) | 127-4700 | Capital Outlay: Buildings |
| | | | | **($189.00)** | | |
| **IMPERIAL ELECTRIC INC** | | | | | | |
| | 03/19/2025 | 272175 | Computer | | | |
| | | | | $6,026.37 | 001-8852 | Capital Outlay: Improvements |
| | | | | $6,026.37 | 001-8852 | Capital Outlay: Improvements |
| | | | | **$12,052.74** | | |
| **IN REM SOLUTIONS INC** | | | | | | |
| | 03/19/2025 | 272177 | Computer | | | |
| | | | | $6,562.50 | 001-8852 | Consultants |
| | | | | **$6,562.50** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **IN UNISON SCHOOL APPAREL** | | | | | | |
| | 03/19/2025 | 272179 | Computer | | | |
| | | | | $270.00 | 001-3900 | Supplies-Uniforms/Protective gear |
| | | | | $150.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $239.60 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $1,800.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $100.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $100.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $693.25 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $163.00 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $3,459.93 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $83.25 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $79.75 | 001-4300 | Supplies-Uniforms/Protective gear |
| | | | | $100.00 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | $78.00 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | $927.22 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | $159.50 | 001-4400 | Supplies-Uniforms/Protective gear |
| | | | | **$8,403.50** | | |
| **INGRAM LIBRARY SERVICES** | | | | | | |
| | 03/19/2025 | 272176 | Computer | | | |
| | | | | $133.57 | 001-7100 | Capital Outlay: Books-general |
| | | | | $260.35 | 001-7100 | Capital Outlay: Books-general |
| | | | | $20.15 | 001-7100 | Capital Outlay: Books-general |
| | | | | **$414.07** | | |
| **INSTRUMART** | | | | | | |
| | 03/19/2025 | 272178 | Computer | | | |
| | | | | $112.40 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | $1,513.47 | 440-0100 | Tools/Under threshold furn/equip |
| | | | | **$1,625.87** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **Ironmongery Auto Paint and Collision LLC** | | | | | | |
| | 03/19/2025 | 272180 | Computer | | | |
| | | | | $1,850.45 | 001-8852 | Uninsured liability claims |
| | | | | **$1,850.45** | | |
| **Jacqueline Chehebar Valdes ,Ph.D.,P.A.** | | | | | | |
| | 03/19/2025 | 272182 | Computer | | | |
| | | | | $6,000.00 | 001-8852 | Uninsured liability claims |
| | | | | **$6,000.00** | | |
| **JOHN ROTUNNO** | | | | | | |
| | 03/19/2025 | 272227 | Computer | | | |
| | | | | $145.00 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$145.00** | | |
| **JORGE A FUENTES** | | | | | | |
| | 03/19/2025 | 272158 | Computer | | | |
| | | | | $101.63 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$101.63** | | |
| **KELLY TRACTOR CO** | | | | | | |
| | 03/19/2025 | 272184 | Computer | | | |
| | | | | $87.32 | 001-0000 | Inventory-Garage |
| | | | | $296.36 | 113-1300 | R/M-Equipment |
| | | | | $668.50 | 440-0100 | R/M-Vehicles |
| | | | | $668.50 | 440-0200 | R/M-Vehicles |
| | | | | $1,640.82 | 440-0200 | R/M-Vehicles |
| | | | | **$3,361.50** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **KIMLEY-HORN AND ASSOCIATES, INC** | | | | | | |
| | 03/19/2025 | 272185 | Computer | | | |
| | | | | $5,104.50 | 001-8852 | Capital Outlay: Improvements |
| | | | | **$5,104.50** | | |
| **KONICA MINOLTA BUSINESS SOLUTIONS** | | | | | | |
| | 03/19/2025 | 272187 | Computer | | | |
| | | | | $360.77 | 001-1100 | R/M-Maintenance contract |
| | | | | $343.73 | 001-1500 | R/M-Maintenance contract |
| | | | | $291.26 | 001-1903 | R/M-Maintenance contract |
| | | | | $301.85 | 001-1903 | R/M-Maintenance contract |
| | | | | $541.70 | 001-2700 | R/M-Maintenance contract |
| | | | | $135.04 | 001-3900 | R/M-Maintenance contract |
| | | | | $119.92 | 001-3900 | R/M-Maintenance contract |
| | | | | $85.57 | 001-3900 | R/M-Maintenance contract |
| | | | | $93.89 | 001-3900 | R/M-Maintenance contract |
| | | | | $94.36 | 001-3900 | R/M-Maintenance contract |
| | | | | $97.16 | 001-3900 | R/M-Maintenance contract |
| | | | | $173.67 | 001-3900 | R/M-Maintenance contract |
| | | | | $150.66 | 001-3900 | R/M-Maintenance contract |
| | | | | $245.05 | 001-3900 | R/M-Maintenance contract |
| | | | | $198.97 | 001-3900 | R/M-Maintenance contract |
| | | | | $256.49 | 001-3900 | R/M-Maintenance contract |
| | | | | $172.55 | 001-3900 | R/M-Maintenance contract |
| | | | | $245.58 | 001-3900 | R/M-Maintenance contract |
| | | | | $283.05 | 001-3900 | R/M-Maintenance contract |
| | | | | $147.73 | 001-3900 | R/M-Maintenance contract |
| | | | | $221.38 | 001-3900 | R/M-Maintenance contract |
| | | | | $199.01 | 001-3900 | R/M-Maintenance contract |
| | | | | $177.06 | 001-3900 | R/M-Maintenance contract |
| | | | | $316.78 | 001-4300 | R/M-Maintenance contract |
| | | | | $155.23 | 001-4300 | R/M-Maintenance contract |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $89.53 | 001-5500 | R/M-Maintenance contract |
| | | | | $187.62 | 001-7502 | R/M-Maintenance contract |
| | | | | $632.12 | 001-7502 | R/M-Maintenance contract |
| | | | | $147.35 | 001-7502 | R/M-Maintenance contract |
| | | | | $259.33 | 001-7502 | R/M-Maintenance contract |
| | | | | $213.78 | 440-0100 | R/M-Maintenance contract |
| | | | | $25.93 | 440-0100 | R/M-Maintenance contract |
| | | | | $143.20 | 440-0100 | R/M-Maintenance contract |
| | | | | $83.62 | 440-0100 | R/M-Maintenance contract |
| | | | | $246.04 | 440-0100 | R/M-Maintenance contract |
| | | | | $77.90 | 440-0100 | R/M-Maintenance contract |
| | | | | $213.78 | 440-0200 | R/M-Maintenance contract |
| | | | | $25.93 | 440-0200 | R/M-Maintenance contract |
| | | | | $143.20 | 440-0200 | R/M-Maintenance contract |
| | | | | $83.61 | 440-0200 | R/M-Maintenance contract |
| | | | | $32.39 | 440-0200 | R/M-Maintenance contract |
| | | | | $153.45 | 440-0200 | R/M-Maintenance contract |
| | | | | $77.89 | 440-0200 | R/M-Maintenance contract |
| | | | | **$8,245.13** | | |
| **KYLE JONES** | | | | | | |
| | 03/19/2025 | 272183 | Computer | | | |
| | | | | $25.00 | 440-0100 | Memberships/Schools |
| | | | | $25.00 | 440-0200 | Memberships/Schools |
| | | | | **$50.00** | | |
| **LINDER INDUSTRIAL MACHINERY COMPANY** | | | | | | |
| | 03/19/2025 | 272188 | Computer | | | |
| | | | | $1,033.56 | 113-1300 | R/M-Equipment |
| | | | | **$1,033.56** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **LINDER INDUSTRIAL MACHINERY COMPANY** | | | | | | |
| | 03/19/2025 | PSR042058-1 | Credit | | | |
| | | | | ($258.39) | 113-1300 | R/M-Equipment |
| | | | | **($258.39)** | | |
| **LION FIRST RESPONDER PPE INC** | | | | | | |
| | 03/19/2025 | 272189 | Computer | | | |
| | | | | $929.25 | 001-4300 | R/M-Equipment |
| | | | | **$929.25** | | |
| **MARATHON HEALTH LLC** | | | | | | |
| | 03/19/2025 | 272192 | Computer | | | |
| | | | | $81,970.97 | 001-5300 | Allocation Acct-Medical Administrative |
| | | | | **$81,970.97** | | |
| **MARCOS JR SERVICES INC** | | | | | | |
| | 03/19/2025 | 272193 | Computer | | | |
| | | | | $789.00 | 001-7501 | R/M-Grounds |
| | | | | **$789.00** | | |
| **MATHENY MOTOR TRUCK CO.** | | | | | | |
| | 03/19/2025 | 272194 | Computer | | | |
| | | | | $2,097.73 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | **$2,097.73** | | |
| **MAX CAR WASH, INC.** | | | | | | |
| | 03/19/2025 | 272195 | Computer | | | |
| | | | | $250.00 | 001-5500 | R/M-Vehicles |
| | | | | $36.00 | 127-4700 | R/M-Vehicles |
| | | | | $10.00 | 440-0100 | R/M-Vehicles |
| | | | | $10.00 | 440-0200 | R/M-Vehicles |
| | | | | **$306.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **MELISSA HURT- Petty Cash** | | | | | | |
| | 03/19/2025 | 272174 | Computer | | | |
| | | | | $122.50 | 127-4700 | Supplies/Materials-Expendable |
| | | | | **$122.50** | | |
| **MELROSE S ALLEN** | | | | | | |
| | 03/19/2025 | 272117 | Computer | | | |
| | | | | $34.27 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | $120.00 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$154.27** | | |
| **METROPOLITAN TRUCKING** | | | | | | |
| | 03/19/2025 | 272197 | Computer | | | |
| | | | | $1,095.00 | 001-5900 | Memberships/Schools |
| | | | | **$1,095.00** | | |
| **MICROMARKETING LLC** | | | | | | |
| | 03/19/2025 | 272198 | Computer | | | |
| | | | | $39.38 | 108-0000 | Capital Outlay: Visual aids |
| | | | | $174.21 | 108-0000 | Capital Outlay: Visual aids |
| | | | | **$213.59** | | |
| **MIRACLE RECREATION EQUIPMENT CO INC** | | | | | | |
| | 03/19/2025 | 272199 | Computer | | | |
| | | | | $1,352.49 | 001-7501 | R/M-Equipment |
| | | | | **$1,352.49** | | |
| **MOTION INDUSTRIES INC** | | | | | | |
| | 03/19/2025 | 272200 | Computer | | | |
| | | | | $67.80 | 440-0200 | R/M-Lift station-materials |
| | | | | **$67.80** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **MSC INDUSTRIAL SUPPLY CO INC** | | | | | | |
| | 03/19/2025 | 272201 | Computer | | | |
| | | | | $100.03 | 440-0100 | Supplies/Materials-Expendable |
| | | | | $100.03 | 440-0200 | Supplies/Materials-Expendable |
| | | | | **$200.06** | | |
| **NAFECO** | | | | | | |
| | 03/19/2025 | 272202 | Computer | | | |
| | | | | $814.93 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | **$814.93** | | |
| **NATIONAL BRICK PAVERS CORP** | | | | | | |
| | 03/19/2025 | 272203 | Computer | | | |
| | | | | $1,150.00 | 440-0200 | R/M-Grounds |
| | | | | **$1,150.00** | | |
| **NEXAIR LLC** | | | | | | |
| | 03/19/2025 | 272204 | Computer | | | |
| | | | | $236.17 | 440-0100 | Rentals |
| | | | | $236.16 | 440-0200 | Rentals |
| | | | | **$472.33** | | |
| **NICKHOLAS BUTLER** | | | | | | |
| | 03/19/2025 | 272134 | Computer | | | |
| | | | | $25.00 | 440-0100 | Memberships/Schools |
| | | | | $25.00 | 440-0200 | Memberships/Schools |
| | | | | **$50.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **Occupational Health Centers of the SW** | | | | | | |
| | 03/19/2025 | 272141 | Computer | | | |
| | | | | $28.00 | 001-2300 | Employment testing services |
| | | | | $91.00 | 001-5500 | Employment testing services |
| | | | | $126.00 | 001-7501 | Employment testing services |
| | | | | **$245.00** | | |
| **ON SCENE REPAIRS & MAINTENANCE** | | | | | | |
| | 03/19/2025 | 272205 | Computer | | | |
| | | | | $480.00 | 001-4300 | R/M-Vehicles |
| | | | | **$480.00** | | |
| **ON SITE ALIGNMENT LLC** | | | | | | |
| | 03/19/2025 | 272206 | Computer | | | |
| | | | | $200.00 | 001-4300 | R/M-Tires |
| | | | | $340.00 | 001-4400 | R/M-Tires |
| | | | | $340.00 | 001-4400 | R/M-Tires |
| | | | | **$880.00** | | |
| **O'REILLY AUTO PARTS** | | | | | | |
| | 03/19/2025 | 272207 | Computer | | | |
| | | | | $151.10 | 001-0000 | Inventory-Garage |
| | | | | $179.88 | 001-0000 | Inventory-Garage |
| | | | | $105.84 | 001-0000 | Inventory-Garage |
| | | | | $280.87 | 001-3900 | R/M-Vehicles |
| | | | | $755.10 | 001-4300 | R/M-Vehicles |
| | | | | $68.80 | 001-4300 | R/M-Vehicles |
| | | | | $110.35 | 001-5500 | R/M-Vehicles |
| | | | | $25.96 | 440-0100 | R/M-Vehicles |
| | | | | $25.96 | 440-0200 | R/M-Vehicles |
| | | | | **$1,703.86** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **O'REILLY AUTO PARTS** | | | | | | |
| | 03/19/2025 | 6316-272625 | Credit | | | |
| | | | | ($20.23) | 440-0100 | R/M-Vehicles |
| | | | | ($20.23) | 440-0200 | R/M-Vehicles |
| | | | | **($40.46)** | | |
| **OSMIN SURFACES INC** | | | | | | |
| | 03/19/2025 | 272208 | Computer | | | |
| | | | | $8,900.00 | 001-7501 | R/M-Grounds |
| | | | | **$8,900.00** | | |
| **PARTS AUTHORITY LLC** | | | | | | |
| | 03/19/2025 | 272210 | Computer | | | |
| | | | | $122.31 | 001-0000 | Inventory-Garage |
| | | | | $223.00 | 001-0000 | Inventory-Garage |
| | | | | $113.42 | 001-0000 | Inventory-Garage |
| | | | | $891.66 | 001-0000 | Inventory-Garage |
| | | | | **$1,350.39** | | |
| **PEPSI BEVERAGES COMPANY** | | | | | | |
| | 03/19/2025 | 272211 | Computer | | | |
| | | | | $427.70 | 001-0000 | Inventory-Tennis Merchandise |
| | | | | $608.50 | 449-0000 | Inventory-Groceries |
| | | | | **$1,036.20** | | |
| **PFM ASSET MANAGEMENT LLC** | | | | | | |
| | 03/19/2025 | 272212 | Computer | | | |
| | | | | $14,199.19 | 880-0000 | Investment management fees |
| | | | | **$14,199.19** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **PLANTATION ATHLETIC LEAGUE INC** | | | | | | |
| | 03/19/2025 | 272214 | Computer | | | |
| | | | | $7,744.00 | 001-0000 | Accounts Payable-Due PAL |
| | | | | **$7,744.00** | | |
| **PLANTATION FORD** | | | | | | |
| | 03/19/2025 | 272215 | Computer | | | |
| | | | | $387.37 | 440-0100 | R/M-Vehicles |
| | | | | $387.36 | 440-0200 | R/M-Vehicles |
| | | | | **$774.73** | | |
| **PORT CONSOLIDATED INC** | | | | | | |
| | 03/19/2025 | 272216 | Computer | | | |
| | | | | $558.64 | 001-4300 | R/M-Vehicles |
| | | | | **$558.64** | | |
| **PRECISION SMALL ENGINE CO INC** | | | | | | |
| | 03/19/2025 | 272217 | Computer | | | |
| | | | | $152.00 | 449-4924 | Supplies/Materials-Expendable |
| | | | | $101.85 | 449-4924 | Tools/Under threshold furn/equip |
| | | | | **$253.85** | | |
| **PROTOTYPE, INC** | | | | | | |
| | 03/19/2025 | 272220 | Computer | | | |
| | | | | $225.00 | 001-1500 | R/M-Maintenance contract |
| | | | | **$225.00** | | |
| **RECHTIEN INTERNATIONAL TRUCKS INC** | | | | | | |
| | 03/19/2025 | 272221 | Computer | | | |
| | | | | $150.53 | 001-4300 | R/M-Vehicles |
| | | | | $477.82 | 001-4400 | R/M-Vehicles |
| | | | | **$628.35** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **RELIANCE STANDARD LIFE INSURANCE CO** | | | | | | |
| | 03/19/2025 | 272222 | Computer | | | |
| | | | | $14,414.46 | 001-5300 | Allocation Acct-Long-Term Disability |
| | | | | $10,596.31 | 001-5300 | Allocation Acct-Life Insurance premium |
| | | | | **$25,010.77** | | |
| **REXEL USA INC** | | | | | | |
| | 03/19/2025 | 272224 | Computer | | | |
| | | | | $3,850.78 | 440-0100 | R/M-Wells |
| | | | | **$3,850.78** | | |
| **RICE PUMP & MOTOR REPAIR INC** | | | | | | |
| | 03/19/2025 | 272225 | Computer | | | |
| | | | | $4,590.00 | 001-7501 | R/M-Grounds |
| | | | | **$4,590.00** | | |
| **RICHARDO CHIN** | | | | | | |
| | 03/19/2025 | 272136 | Computer | | | |
| | | | | $25.00 | 440-0100 | Memberships/Schools |
| | | | | $25.00 | 440-0200 | Memberships/Schools |
| | | | | **$50.00** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **SAWGRASS FORD INC** | | | | | | |
| | 03/19/2025 | 272228 | Computer | | | |
| | | | | $2.80 | 001-3900 | R/M-Vehicles |
| | | | | $55.45 | 001-4300 | R/M-Vehicles |
| | | | | $209.01 | 001-5500 | R/M-Vehicles |
| | | | | $200.29 | 001-5500 | R/M-Vehicles |
| | | | | $68.21 | 001-5500 | R/M-Vehicles |
| | | | | $27.72 | 113-1300 | R/M-Vehicles |
| | | | | $90.53 | 113-1300 | R/M-Vehicles |
| | | | | $889.24 | 440-0100 | R/M-Vehicles |
| | | | | $93.38 | 440-0100 | R/M-Vehicles |
| | | | | $34.49 | 440-0100 | R/M-Vehicles |
| | | | | $889.23 | 440-0200 | R/M-Vehicles |
| | | | | $34.50 | 440-0200 | R/M-Vehicles |
| | | | | **$2,594.85** | | |
| **SAWGRASS FORD INC** | | | | | | |
| | 03/19/2025 | CM837790 | Credit | | | |
| | | | | ($360.00) | 440-0100 | R/M-Vehicles |
| | | | | ($360.00) | 440-0200 | R/M-Vehicles |
| | | | | **($720.00)** | | |
| **Scuba Steve, Inc. dba Force-E Scuba Centers** | | | | | | |
| | 03/19/2025 | 272157 | Computer | | | |
| | | | | $917.86 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | **$917.86** | | |
| **SEYMOUR COUNCIL III** | | | | | | |
| | 03/19/2025 | 272144 | Computer | | | |
| | | | | $1,984.50 | 001-2700 | Memberships/Schools |
| | | | | **$1,984.50** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **SHERIFF OF BROWARD COUNTY** | | | | | | |
| | 03/19/2025 | 272229 | Computer | | | |
| | | | | $41.89 | 001-4400 | Supplies-Medical |
| | | | | **$41.89** | | |
| **SIMPLY HEALTHCARE** | | | | | | |
| | 03/19/2025 | 272230 | Computer | | | |
| | | | | $137.96 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$137.96** | | |
| **SONNY PINDER** | | | | | | |
| | 03/19/2025 | 272213 | Computer | | | |
| | | | | $75.00 | 440-0200 | Memberships/Schools |
| | | | | **$75.00** | | |
| **SOUTHERN FLORIDA ICE CREAM COMPANY** | | | | | | |
| | 03/19/2025 | 272231 | Computer | | | |
| | | | | $252.00 | 001-0000 | Inventory-Tennis Merchandise |
| | | | | **$252.00** | | |
| **SRIXON/CLEVELAND GOLF/XXIO** | | | | | | |
| | 03/19/2025 | 272226 | Computer | | | |
| | | | | $320.00 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | $338.73 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | ($60.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | ($63.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **$535.73** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **STAPLES INC.** | | | | | | |
| | 03/19/2025 | 272232 | Computer | | | |
| | | | | $13.54 | 001-1903 | Supplies/Materials-Expendable |
| | | | | $272.61 | 001-1903 | Supplies-Office |
| | | | | $4.09 | 001-7100 | Tools/Under threshold furn/equip |
| | | | | $25.95 | 127-4700 | Supplies/Materials-Expendable |
| | | | | $104.24 | 127-4700 | Supplies-Office |
| | | | | $37.31 | 440-0200 | Supplies-Janitorial |
| | | | | $108.77 | 440-0200 | Supplies/Materials-Expendable |
| | | | | **$566.51** | | |
| **SUNBELT RENTALS INC** | | | | | | |
| | 03/19/2025 | 272233 | Computer | | | |
| | | | | $1,830.00 | 440-0200 | Rentals |
| | | | | **$1,830.00** | | |
| **SYSCO SOUTHEAST FLORIDA LLC** | | | | | | |
| | 03/19/2025 | 272234 | Computer | | | |
| | | | | $1,124.86 | 449-0000 | Inventory-Groceries |
| | | | | $82.60 | 449-4922 | Supplies/Materials-Expendable |
| | | | | $229.17 | 449-4922 | Supplies-Janitorial |
| | | | | **$1,436.63** | | |
| **TAVERNA CHRYSLER JEEP DODGE RAM** | | | | | | |
| | 03/19/2025 | 272235 | Computer | | | |
| | | | | $1,417.92 | 001-8852 | Uninsured liability claims |
| | | | | **$1,417.92** | | |
| **TAW POWER SYSTEMS INC** | | | | | | |
| | 03/19/2025 | 272236 | Computer | | | |
| | | | | $362.41 | 440-0200 | R/M-Lift station-materials |
| | | | | **$362.41** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **TAYLOR MADE GOLF COMPANY INC** | | | | | | |
| | 03/19/2025 | 272237 | Computer | | | |
| | | | | $1,029.43 | 449-0000 | Inventory-Pro Shop Merchandise |
| | | | | ($408.00) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | $3,625.00 | 449-4923 | Supplies/Materials-Expendable |
| | | | | **$4,246.43** | | |
| **TENACARVA MACHINERY CO LLC** | | | | | | |
| | 03/19/2025 | 272173 | Computer | | | |
| | | | | $6,533.00 | 440-0000 | Equipment and furniture |
| | | | | **$6,533.00** | | |
| **TPH HOLDINGS LLC dba THE PARTS HOUSE** | | | | | | |
| | 03/19/2025 | 272209 | Computer | | | |
| | | | | $25.18 | 001-0000 | Inventory-Garage |
| | | | | $33.00 | 001-0000 | Inventory-Garage |
| | | | | $86.99 | 001-3900 | R/M-Vehicles |
| | | | | $236.58 | 001-3900 | R/M-Vehicles |
| | | | | $96.66 | 001-5500 | R/M-Vehicles |
| | | | | $330.81 | 001-5500 | R/M-Vehicles |
| | | | | **$809.22** | | |
| **TrustMark** | | | | | | |
| | 03/19/2025 | 272239 | Computer | | | |
| | | | | $29,980.62 | 880-0000 | Accrued Trustmark Ins Pay |
| | | | | **$29,980.62** | | |
| **UNITED HEALTHCARE INSURANCE CO** | | | | | | |
| | 03/19/2025 | 272248 | Computer | | | |
| | | | | $109.92 | 001-0000 | Service charge-PS-Ambulance Fees |
| | | | | **$109.92** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **UNITEDHEALTHCARE INSURANCE CO** | | | | | | |
| | 03/19/2025 | 272247 | Computer | | | |
| | | | | $15,761.56 | 001-5300 | Allocation Acct-Medical Administrative |
| | | | | **$15,761.56** | | |
| **US Department of Justice-OCDETF** | | | | | | |
| | 03/19/2025 | 272249 | Computer | | | |
| | | | | $1,414.29 | 001-0000 | Accounts Payable-various |
| | | | | **$1,414.29** | | |
| **VCA INDIAN TRACE ANIMAL HOSPITAL** | | | | | | |
| | 03/19/2025 | 272250 | Computer | | | |
| | | | | $209.27 | 001-3900 | Supplies/Maintenance-K-9 unit |
| | | | | **$209.27** | | |
| **VERIZON WIRELESS** | | | | | | |
| | 03/19/2025 | 272253 | Computer | | | |
| | | | | $508.36 | 001-5500 | Communications |
| | | | | $40.40 | 001-5900 | Communications |
| | | | | $80.80 | 001-6712 | Communications |
| | | | | **$629.56** | | |
| **VERIZON WIRELESS** | | | | | | |
| | 03/19/2025 | 272251 | Computer | | | |
| | | | | $1,661.50 | 001-3900 | Communications |
| | | | | **$1,661.50** | | |
| **VERIZON WIRELESS** | | | | | | |
| | 03/19/2025 | 272252 | Computer | | | |
| | | | | $216.42 | 001-4300 | Communications |
| | | | | **$216.42** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **VERIZON WIRELESS** | | | | | | |
| | 03/19/2025 | 272255 | Computer | | | |
| | | | | $108.21 | 001-4300 | Communications |
| | | | | $252.49 | 001-4400 | Communications |
| | | | | **$360.70** | | |
| **VERIZON WIRELESS** | | | | | | |
| | 03/19/2025 | 272256 | Computer | | | |
| | | | | $283.08 | 001-5100 | Communications |
| | | | | **$283.08** | | |
| **VERIZON WIRELESS** | | | | | | |
| | 03/19/2025 | 272257 | Computer | | | |
| | | | | $80.88 | 460-5200 | Communications |
| | | | | **$80.88** | | |
| **VERIZON WIRELESS** | | | | | | |
| | 03/19/2025 | 272254 | Computer | | | |
| | | | | $87.76 | 001-2100 | Communications |
| | | | | **$87.76** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **WESCO TURF, INC. dba HECTOR TURF** | | | | | | |
| | 03/19/2025 | 272258 | Computer | | | |
| | | | | $289.60 | 449-4924 | R/M-Equipment |
| | | | | $585.16 | 449-4924 | R/M-Equipment |
| | | | | $181.15 | 449-4924 | R/M-Equipment |
| | | | | $120.14 | 449-4924 | R/M-Equipment |
| | | | | $150.96 | 449-4924 | R/M-Equipment |
| | | | | $84.78 | 449-4924 | Tools/Under threshold furn/equip |
| | | | | $744.43 | 449-4924 | R/M-Equipment |
| | | | | $138.50 | 449-4924 | R/M-Equipment |
| | | | | $456.20 | 449-4924 | R/M-Equipment |
| | | | | $446.41 | 449-4924 | R/M-Equipment |
| | | | | **$3,197.33** | | |
| **WESCO TURF, INC. dba HECTOR TURF** | | | | | | |
| | 03/19/2025 | 60056946 | Credit | | | |
| | | | | ($1,242.94) | 449-0000 | Misc-Other Misc revenue-Other |
| | | | | **($1,242.94)** | | |
| **WEX BANK** | | | | | | |
| | 03/19/2025 | 103190685 | Credit | | | |
| | | | | ($29.85) | 001-0000 | Misc-Other Misc revenue-Other |
| | | | | **($29.85)** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **WEX BANK** | | | | | | |
| | 03/19/2025 | 272259 | Computer | | | |
| | | | | $58.40 | 001-3900 | Transportation costs |
| | | | | $42.95 | 001-3900 | Transportation costs |
| | | | | $49.00 | 001-5500 | Supplies-Fuel |
| | | | | $45.92 | 001-5500 | Supplies-Fuel |
| | | | | $27.73 | 001-5500 | Supplies-Fuel |
| | | | | $48.89 | 001-5500 | Supplies-Fuel |
| | | | | $101.76 | 001-5500 | Supplies-Fuel |
| | | | | $93.92 | 001-5500 | Supplies-Fuel |
| | | | | $109.18 | 001-5500 | Supplies-Fuel |
| | | | | $94.52 | 001-5500 | Supplies-Fuel |
| | | | | $75.41 | 001-5500 | Supplies-Fuel |
| | | | | $115.52 | 001-5500 | Supplies-Fuel |
| | | | | $83.38 | 001-5500 | Supplies-Fuel |
| | | | | $106.68 | 001-5500 | Supplies-Fuel |
| | | | | $112.66 | 001-5500 | Supplies-Fuel |
| | | | | **$1,165.92** | | |
| **WEX BANK** | | | | | | |
| | 03/19/2025 | WEX-PD-CR-VIN 2/25 | Credit | | | |
| | | | | ($68.55) | 001-5500 | Supplies-Fuel |
| | | | | **($68.55)** | | |
| **WEX BANK** | | | | | | |
| | 03/19/2025 | WEX-PD-KS CR | Credit | | | |
| | | | | ($5.94) | 001-3900 | Transportation costs |
| | | | | **($5.94)** | | |
| **WILLIAM DORR** | | | | | | |
| | 03/19/2025 | 272149 | Computer | | | |
| | | | | $134.17 | 001-3900 | Community relations |
| | | | | **$134.17** | | |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **WILSON SPORTING GOODS CO** | | | | | | |
| | 03/19/2025 | 272260 | Computer | | | |
| | | | | $168.20 | 001-0000 | Inventory-Tennis Merchandise |
| | | | | **$168.20** | | |
| **WM RECYCLE AMERICA LLC** | | | | | | |
| | 03/19/2025 | 272261 | Computer | | | |
| | | | | $27,550.18 | 001-5600 | Recycling |
| | | | | **$27,550.18** | | |
| **WURTH USA INC** | | | | | | |
| | 03/19/2025 | 272262 | Computer | | | |
| | | | | $42.00 | 001-4300 | R/M-Vehicles |
| | | | | $27.40 | 001-4300 | R/M-Vehicles |
| | | | | $113.35 | 001-4300 | R/M-Vehicles |
| | | | | **$182.75** | | |
| **XEROX CORPORATION** | | | | | | |
| | 03/19/2025 | 272263 | Computer | | | |
| | | | | $166.12 | 108-0000 | Supplies-Office |
| | | | | **$166.12** | | |
| **XGLOSIVE LLC** | | | | | | |
| | 03/19/2025 | 272107 | Computer | | | |
| | | | | $3,900.00 | 001-0000 | Suspense |
| | | | | **$3,900.00** | | |
| **ALL FIRE SERVICES INC** | | | | | | |
| | 03/19/2025 | EPAY0002259 | EPay | | | |
| | | | | $75.00 | 001-4300 | R/M-Maintenance contract |
| | | | | $75.00 | 001-4300 | R/M-Maintenance contract |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $75.00 | 001-4300 | R/M-Maintenance contract |
| | | | | $75.00 | 001-6712 | R/M-Maintenance contract |
| | | | | **$300.00** | | |
| **AMERICAN PLUMBING INC** | | | | | | |
| | 03/19/2025 | EPAY0002260 | EPay | | | |
| | | | | $422.22 | 001-7501 | R/M-Grounds |
| | | | | $803.10 | 001-7531 | R/M-Grounds |
| | | | | **$1,225.32** | | |
| **CHENEY BROTHERS INC** | | | | | | |
| | 03/19/2025 | EPAY0002261 | EPay | | | |
| | | | | $988.57 | 449-0000 | Inventory-Groceries |
| | | | | $1,573.74 | 449-0000 | Inventory-Groceries |
| | | | | $1,802.86 | 449-0000 | Inventory-Groceries |
| | | | | $1,230.05 | 449-0000 | Inventory-Groceries |
| | | | | $61.92 | 449-4922 | Supplies-Fuel |
| | | | | $61.92 | 449-4922 | Supplies-Fuel |
| | | | | $285.35 | 449-4922 | Supplies/Materials-Expendable |
| | | | | $55.54 | 449-4922 | Supplies/Materials-Expendable |
| | | | | $174.32 | 449-4922 | Supplies/Materials-Expendable |
| | | | | $179.13 | 449-4922 | Supplies-Janitorial |
| | | | | $97.38 | 449-4922 | Supplies-Janitorial |
| | | | | $7.28 | 449-4922 | Supplies-Janitorial |
| | | | | **$6,518.06** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **EDJ TREE SERVICE LLC** | | | | | | |
| | 03/19/2025 | EPAY0002262 | EPay | | | |
| | | | | $1,525.00 | 001-5900 | Capital Outlay: Improvements |
| | | | | $1,675.00 | 001-5900 | Capital Outlay: Improvements |
| | | | | $1,675.00 | 001-5900 | Capital Outlay: Improvements |
| | | | | **$4,875.00** | | |
| **FERGUSON ENTERPRISES INC** | | | | | | |
| | 03/19/2025 | CMC280522 | Credit | | | |
| | | | | ($590.27) | 440-0100 | Supplies/Materials-Expendable |
| | | | | **($590.27)** | | |
| **FERGUSON ENTERPRISES INC** | | | | | | |
| | 03/19/2025 | EPAY0002263 | EPay | | | |
| | | | | $16.66 | 440-0100 | R/M-Equipment |
| | | | | $16.65 | 440-0200 | R/M-Equipment |
| | | | | **$33.31** | | |
| **M & H AUTOMOTIVE INC** | | | | | | |
| | 03/19/2025 | EPAY0002264 | EPay | | | |
| | | | | $115.42 | 001-0000 | Inventory-Garage |
| | | | | $86.00 | 001-0000 | Inventory-Garage |
| | | | | $559.60 | 001-0000 | Inventory-Garage |
| | | | | $17.37 | 001-0000 | Inventory-Garage |
| | | | | $74.25 | 001-0000 | Inventory-Garage |
| | | | | $189.24 | 001-0000 | Inventory-Garage |
| | | | | $150.99 | 001-3900 | R/M-Vehicles |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $64.99 | 001-3900 | R/M-Vehicles |
| | | | | $21.02 | 001-4300 | R/M-Vehicles |
| | | | | $715.06 | 001-4300 | Tools/Under threshold furn/equip |
| | | | | $17.10 | 001-4300 | R/M-Equipment |
| | | | | $26.34 | 001-4300 | Supplies/Materials-Expendable |
| | | | | $75.36 | 001-5500 | R/M-Vehicles |
| | | | | $30.98 | 001-5500 | R/M-Vehicles |
| | | | | $21.84 | 001-5500 | Supplies/Materials-Expendable |
| | | | | $9.21 | 440-0100 | R/M-Vehicles |
| | | | | $9.21 | 440-0200 | R/M-Vehicles |
| | | | | **$2,183.98** | | |
| **TOTAL TRUCK PARTS INC** | | | | | | |
| | 03/19/2025 | EPAY0002265 | EPay | | | |
| | | | | $68.00 | 001-4300 | R/M-Vehicles |
| | | | | **$68.00** | | |
| **BOARD OF COUNTY COMMISSIONERS** | | | | | | |
| | 03/18/2025 | 00000000000345773 | Manual | | | |
| | | | | $18.50 | 001-1903 | Advertising |
| | | | | **$18.50** | | |
| **Florida Department of Revenue Sales Tax** | | | | | | |
| | 03/18/2025 | W00000000000345772 | Manual | | | |
| | | | | $5,691.94 | 001-0000 | Accounts Payable-various |
| | | | | $14.32 | 113-0000 | Accounts Payable-various |
| | | | | $41,154.31 | 449-0000 | Accounts Payable-various |
| | | | | **$46,860.57** | | |

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 13, 2025 to March 19, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **PORT CONSOLIDATED INC** | | | | | | |
| | 03/18/2025 | 00000000000345774 | Manual | | | |
| | | | | $535.28 | 449-0000 | Inventory-Gasoline |
| | | | | $348.97 | 449-0000 | Inventory-Diese l(Dyed) |
| | | | | **$884.25** | | |
| **PORT CONSOLIDATED INC** | | | | | | |
| | 03/18/2025 | 00000000000345777 | Manual | | | |
| | | | | $22,433.85 | 001-0000 | Inventory-Gasoline |
| | | | | **$22,433.85** | | |
| **UNITED HEALTHCARE** | | | | | | |
| | 03/18/2025 | W00000000000345771 | Manual | | | |
| | | | | $218,552.03 | 001-5300 | Allocation Acct-Medical Claims |
| | | | | **$218,552.03** | | |
| **WHH SOLUTIONS LLC** | | | | | | |
| | 03/18/2025 | 00000000000345775 | Manual | | | |
| | | | | $8,800.79 | 001-3900 | Consultants |
| | | | | **$8,800.79** | | |

| | |
|---|---|
| **Computer Checks Total:** | **$751,545.87** |
| **Manual Checks Total:** | **$297,549.99** |
| **E-Payments Total:** | **$15,203.67** |
| **Credits:** | **($5,164.95)** |
| **Report Total:** | **$1,059,134.58** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

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# City of Plantation
## Check & Payment Register Fund Summary
## Check Dates: March 13, 2025 to March 19, 2025

| Fund | Fund Name | Computer Checks | Computer Credits | E-Payments | E-Pay Credits | Manual Checks | Total |
|---|---|---|---|---|---|---|---|
| 001 | General Fund | $353,295.42 | ($1,162.31) | $8,633.88 | $0.00 | $255,497.11 | $616,264.10 |
| 108 | Library Board | $869.29 | $0.00 | $0.00 | $0.00 | $0.00 | $869.29 |
| 113 | Road and Traffic Control | $2,120.20 | ($258.39) | $0.00 | $0.00 | $14.32 | $1,876.13 |
| 127 | Building | $709.39 | ($293.94) | $0.00 | $0.00 | $0.00 | $415.45 |
| 440 | Utility Operations | $117,736.18 | ($1,541.56) | $51.73 | ($590.27) | $0.00 | $115,656.08 |
| 443 | Utility Repair & Replacement | $173,578.29 | $0.00 | $0.00 | $0.00 | $0.00 | $173,578.29 |
| 445 | Utility Wastewater Capacity | $18,547.46 | $0.00 | $0.00 | $0.00 | $0.00 | $18,547.46 |
| 449 | Plantation Preserve | $30,882.02 | ($1,318.48) | $6,518.06 | $0.00 | $42,038.56 | $78,120.16 |
| 460 | Stormwater | $3,720.41 | $0.00 | $0.00 | $0.00 | $0.00 | $3,720.41 |
| 880 | Pooled Cash & Investments | $50,087.21 | $0.00 | $0.00 | $0.00 | $0.00 | $50,087.21 |
| | **Report Total:** | **$751,545.87** | **($4,574.68)** | **$15,203.67** | **($590.27)** | **$297,549.99** | **$1,059,134.58** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

Plantation
the grass is greener®

City of Plantation
City Council Chambers

**Subject:**

GENERAL LEGAL - A motion to approve and file the legal expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 20, 2025 through March 20, 2025 for the City of Plantation.

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

Linda Murray

**ATTACHMENTS:**
03-26 General Legal Cover & Week 2.pdf

A Motion to Approve and File the Legal Expenditures and Appropriations
Reflected in the Weekly Expenditure Report
For the Period March 20, 2025 through March 20, 2025

Be it Resolved by the City Council of the City of Plantation, Florida, that:

The expenditures reflected on the attached weekly Expenditure Reports from all City funds are herewith approved and ratified. The planned and actual appropriations and expenditure shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation.

Approved and Adopted by the City Council of the City of Plantation, Florida, this Wednesday, March 26, 2025.

# City of Plantation
## Computer Check Register
## Check Dates: March 20, 2025 to March 20, 2025

| Check | Vendor | Amount | Check Date |
|---|---|---|---|
| 272266 | BRYANT MILLER OLIVE P.A. | $360.00 | 03/20/2025 |
| 272271 | GOREN, CHEROF, DOODY & EZROL P.A. | $51,932.20 | 03/20/2025 |
| 272268 | JOHNSON, ANSELMO, MURDOCH, BURKE, | $11,166.48 | 03/20/2025 |
| | | **$63,458.68** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## Check & Credit Register Detail
## Check Dates: March 20, 2025 to March 20, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BRYANT MILLER OLIVE P.A.** | | | | | | |
| | 03/20/2025 | 272266 | Computer | | | |
| | | | | $360.00 | 001-2700 | Consultants-Labor |
| | | | | **$360.00** | | |
| **GOREN, CHEROF, DOODY & EZROL P.A.** | | | | | | |
| | 03/20/2025 | 272271 | Computer | | | |
| | | | | $330.00 | 001-0000 | Accounts Payable-various |
| | | | | $1,567.50 | 001-1100 | Consultative services |
| | | | | $275.00 | 001-1100 | Consultative services |
| | | | | $82.50 | 001-1100 | Consultative services |
| | | | | $55.00 | 001-1100 | Consultative services |
| | | | | $220.00 | 001-1100 | Consultative services |
| | | | | $2,645.25 | 001-1100 | Consultative services |
| | | | | $3,987.50 | 001-1100 | Consultative services |
| | | | | $13,016.95 | 001-1100 | Consultative services |
| | | | | $110.00 | 001-2100 | Consultative services |
| | | | | $522.50 | 001-3505 | Consultative services |
| | | | | $880.00 | 001-3505 | Consultative services |
| | | | | $4,097.50 | 001-3505 | Consultative services |
| | | | | $962.50 | 001-3900 | Consultative services |
| | | | | $220.00 | 001-3900 | Consultative services |
| | | | | $1,265.00 | 001-3900 | Consultative services |
| | | | | $852.50 | 001-3900 | Litigation fees |
| | | | | $137.50 | 001-7502 | Consultative services |
| | | | | $2,695.00 | 001-7502 | Consultative services |
| | | | | $605.00 | 001-8850 | Litigation fees |
| | | | | $357.50 | 001-8850 | Litigation fees |
| | | | | $1,457.50 | 001-8850 | Litigation fees |
| | | | | $412.50 | 001-8850 | Litigation fees |
| | | | | $495.00 | 001-8850 | Litigation fees |
| | | | | $495.00 | 001-8850 | Litigation fees |

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| | | | | $110.00 | 001-8850 | Litigation fees |
| | | | | $4,015.00 | 001-8852 | Consultative services |
| | | | | $82.50 | 001-8852 | Consultative services |
| | | | | $55.00 | 001-8852 | Consultative services |
| | | | | $357.50 | 001-8852 | Litigation fees |
| | | | | $1,402.50 | 113-1300 | Capital Outlay: Improvements |
| | | | | $2,337.50 | 115-6600 | Consultative services |
| | | | | $247.50 | 127-4700 | Litigation fees |
| | | | | $2,362.50 | 127-4700 | Litigation fees |
| | | | | $1,388.75 | 440-0100 | Consultative services |
| | | | | $178.75 | 440-0100 | Consultative services |
| | | | | $1,388.75 | 440-0200 | Consultative services |
| | | | | $178.75 | 440-0200 | Consultative services |
| | | | | $82.50 | 460-5200 | Consultative services |
| | | | | **$51,932.20** | | |
| **JOHNSON, ANSELMO, MURDOCH, BURKE,** | | | | | | |
| | 03/20/2025 | 272268 | Computer | | | |
| | | | | $5,289.00 | 001-2700 | Consultants-Labor |
| | | | | $5,877.48 | 001-8852 | Outside fees-Insuranc |
| | | | | **$11,166.48** | | |

| | |
|---|---|
| **Computer Checks Total:** | **$63,458.68** |
| **Manual Checks Total:** | **$0.00** |
| **E-Payments Total:** | **$0.00** |
| **Credits:** | **$0.00** |
| **Report Total:** | **$63,458.68** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation
## Check & Payment Register Fund Summary
## Check Dates: March 20, 2025 to March 20, 2025

| Fund | Fund Name | Computer Checks | Computer Credits | E-Payments | E-Pay Credits | Manual Checks | Total |
|---|---|---|---|---|---|---|---|
| 001 | General Fund | $53,891.18 | $0.00 | $0.00 | $0.00 | $0.00 | $53,891.18 |
| 113 | Road and Traffic Control | $1,402.50 | $0.00 | $0.00 | $0.00 | $0.00 | $1,402.50 |
| 115 | Community Dev Block Grant | $2,337.50 | $0.00 | $0.00 | $0.00 | $0.00 | $2,337.50 |
| 127 | Building | $2,610.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,610.00 |
| 440 | Utility Operations | $3,135.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,135.00 |
| 460 | Stormwater | $82.50 | $0.00 | $0.00 | $0.00 | $0.00 | $82.50 |
| | **Report Total:** | **$63,458.68** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$63,458.68** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

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City of Plantation
City Council Chambers

**Subject:**

GATEWAY - Motion to receive and file the expenditures and appropriations reflected in the Weekly Expenditure Report for the period March 07, 2025 through March 19, 2025 for the City of Plantation Gateway Development District.

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

Linda Murray

**ATTACHMENTS:**
03-26 Gateway Cover & Week 1.pdf

A Motion to Receive and File the Expenditures and Appropriations
Reflected in the Weekly Expenditure Report
For the Period March 7, 2025 through March 19, 2025

THE PLANTATION GATEWAY DEVELOPMENT DISTRICT

Be it resolved by the Board of Directors of the Plantation Gateway Development district, that:

The expenditures reflected on the attached weekly Expenditure Reports from the Plantation Gateway Development District's funds are herewith reviewed and accepted. The planned and actual appropriations and expenditure shown in said reports are hereby accepted and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation.

Reviewed and Accepted by the City Council sitting as the Board of Directors of the Plantation Gateway Development District this Wednesday, March 26, 2025.

# City of Plantation - Gateway Development District
## Computer Check Register
## Check Dates: March 7, 2025 to March 12, 2025

| Check | Vendor | Checks Voided | Amount | Check Date |
|---|---|---|---|---|
| 272031 | BROWARD CO WATER & WASTEWATER SERVICES | | $471.34 | 03/12/2025 |
| | | | **$471.34** | |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

# City of Plantation - Gateway Development District
## Check & Credit Register Detail
## Check Dates: March 7, 2025 to March 12, 2025

| Vendor | Check Date | Check Number | Check Type | | Fund/Dept | Description |
|---|---|---|---|---|---|---|
| **BROWARD CO WATER & WASTEWATER SERVICES** | | | | | | |
| | 03/12/2025 | 272031 | Computer | | | |
| | | | | $471.34 | 112-0000 | Water/wastewater |
| | | | | **$471.34** | | |

| | |
|---|---|
| **Computer Checks Total:** | **$471.34** |
| **Manual Checks Total:** | **$0.00** |
| **Credits Total:** | **$0.00** |
| **Report Total:** | **$471.34** |

Computer Check: Physical check sent to vendor. Manual Check: EPay, Wire or ACH transfer affecting cash.

# City of Plantation - Gateway Development District
## Check & Payment Register Fund Summary
## Check Dates: March 7, 2025 to March 12, 2025

| Fund | Fund Name | Computer Checks | Computer Credits | E-Payments | E-Pay Credits | Manual Checks | Total |
|---|---|---|---|---|---|---|---|
| 112 | Plantation Gateway Dev Dist | $471.34 | $0.00 | $0.00 | $0.00 | $0.00 | $471.34 |
| | **Report Total:** | **$471.34** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$471.34** |

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash. E-Payment: Virtual electronic payment for enrolled vendors.

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City of Plantation
City Council Chambers

**Subject:**

Selection your 2025-2026 Board Director, Alternate, and Second Alternate, Broward League of Cities

**Summary:**

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

April Beggerow

**ATTACHMENTS:**
25-26 Board Request Appointment.pdf

# MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 4, 2025
Re: 2025-26 Board of Director Appointments

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming city commission meeting. **It is imperative that each city be represented at every Board meeting by their Director, Alternate, or Second Alternate-see the attached attendance record for the 2024-2025 year to date.**

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.

- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

**The deadline for board appointments is April 30, 2025**. The term will begin on June 7, 2025, when members will be sworn in at the 68th Annual Gala at Margaritaville. The term will end in May of 2026.

Please forward the information below to scochrane@browardleague.org.

==========

**Municipality:** _____

**Commissioner/Councilmember Appointments:**

**Director:** _____

**Alternate:** _____


**2024-2025 OFFICERS**
**President Felicia Brunson**
*Mayor, West Park*
**1st Vice President Denise Horland**
*Councilmember, Plantation*
**2nd Vice President Joyce Davis**
*Mayor, Dania Beach*
**Treasurer Traci Callari**
*Commissioner, Hollywood*

**DIRECTORS**
**Immediate Past President Todd Drosky**
*Vice Mayor, Deerfield Beach*
**Past President Susan Starkey**
*Councilmember, Davie*
**Past President Joy Cooper**
*Mayor, Hallandale Beach*
**Jim Allbritton**
*Councilmember, Southwest Ranches*
**Pamela Beasley-Pittman**
*Commissioner, Fort Lauderdale*
**Samson Borgelin**
*Mayor, North Lauderdale*
**John Brodie**
*Commissioner, Coconut Creek*
**Anthony Caggiano**
*Commissioner, Margate*
**Tycie Causewell**
*Commissioner, Lauderdale Lakes*
**Kicia Daniel**
*Commissioner, Tamarac*
**Melissa Dunn**
*Commissioner, Lauderhill*
**Beam Furr**
*Mayor, Broward County*
**Aisha Gordon**
*Commissioner, Oakland Park*
**Jacqueline Guzman**
*Commissioner, Sunrise*
**William Hodgkins**
*Commissioner, Pembroke Park*
**Jeremy Katzman**
*Commissioner, Cooper City*
**Edmund Malkoon**
*Mayor, Lauderdale-by-the-Sea*
**Henry Mead**
*Vice Mayor, Weston*
**Wayne Messam**
*Mayor, Miramar*
**Nancy Metayer Bowen**
*Vice Mayor, Coral Springs*
**Patty Petrone**
*Commissioner, Lighthouse Point*
**Dave Ravanesi**
*Commissioner, Hillsboro Beach*
**Paul Rolli**
*Commissioner, Wilton Manors*
**Jay Schwartz**
*Commissioner, Pembroke Pines*
**Rhonda Sigerson-Eaton**
*Commissioner, Pompano Beach*
**Rich Walker**
*Mayor, Parkland*
**Christopher Weber**
*Councilmember, Sea Ranch Lakes*

**Samuel S. Goren, Esquire**
*Goren Cherof Doody & Ezrol, PA*
*Legal Counsel*

**Mary Lou Tighe**
*Executive Director*
**Sely Cochrane**
*Deputy Executive Director*



Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

# Board Meeting Attendance 2024-2025

| | 9/5/2024 | 11/7/2024 | 1/9/2025 | 2/6/2025 |
|---|---|---|---|---|
| Felicia Brunson | X | X | X | X |
| Denise Horland | X | X | X | (EXC.) |
| Traci Callari | X | X | X | (EXC.) |
| Joyce Davis | X | X | X | (ALT.) |
| Todd Drosky | X | X | (EXC.) | X |
| Susan Starkey | X | X | X | |
| Joy Cooper | | | | |
| Jim Allbritton | X | X | X | X |
| Pamela Beasley-Pittman | X | X | (EXC.) | X |
| Samson Borgelin | X | X | | |
| John Brodie | | | X | X |
| Anthony Caggiano | X | X | X | X |
| Kicia Daniel | X | X | X | X |
| Melissa Dunn | ~ | ~ | (ALT.) | X |
| Rhonda Eaton | | | X | X |
| Beam Furr | | | | (EXC.) |
| Aisha Gordon | ~ | ~ | | |
| Jacqueline Guzman | X | X | X | (ALT.) |
| William Hodgkins | | | (ALT.) | |
| Jeremy Katzman | X | X | X | (EXC.) |
| Edmund Malkoon | (EXC.) | (EXC.) | | |
| Henry Mead | X | X | (ALT.) | X |
| Wayne Messam | X | X | | |
| Nancy Metayer Bowen | ~ | ~ | (EXC.) | X |
| Patty Petrone | (ALT.) | X | (ALT.) | (EXC.) |
| Dave Ravanesi | X | | | |
| Paul Rolli | X | X | X | X |
| Jay Schwartz | | | | |
| Rich Walker | | | X | X |
| Christopher Weber | | | | |

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City of Plantation
City Council Chambers

**Subject:**

Advisory Board Report

**Summary:**

Action Minutes from various Advisory Board Liaisons.

**Background:**

**Funding:**

**Amount:**

**Finance Director/Budget Manager Recommendation:**

**Prepared By:**

April Beggerow

**ATTACHMENTS:**
2025-02-18 P&R Board Liaison Action Form.pdf
2025-03-03 EAB Action Minutes.pdf
2025-03-04 PZB Action Minutes.pdf
2025-03-06 AHAC Action Minutes.pdf
202503010 Board Liaison Action Form.pdf

# Parks & Recreation
City of Plantation

## I. MEETING DETAILS

Chairperson: Darin Lees
Staff Liaison: Joel Schick

Date: February 18, 2025
Time: Meeting called to order at 6:33 PM

## II. BOARD ABSENTEES.

Regular Members:
Maria Barth

Alternate Members:
Reuben Soto, Sandra Gracey-Sibble, Frank Carreras, Arnit Demesmin, Peter Stezewski

## III. ALSO PRESENT.

Regular Members:
Joellen Floyd, Mark Morganstern, Teresa Smith, Lizette Hampton, Darin Lees

Alternate Members:
Marcia Elliot

Joel Schick, Assistant Director of Parks & Recreation
Chris Cooksey, Superintendent of Aquatics and Racquet Sports

## IV. Election of Chair/Vice Chair

1) Election of Chair: Darin Lees
2) Election of Vice Chair: Teresa Smith

## V. APPROVAL OF MEETING MINUTES.

1) Approval of November 19th, 2024 Meeting Minutes

## VI. PUBLIC COMMENTS

1) None

## VII. NEW BUSINESS

1) **Discussion of 2025 Florida Department of Environmental Protection Land and Water Conservation Fund Program (LWCF) grant, Florida Recreation Development Assistance Program (FRDAP) grant, and a Florida Recreation Trails Program**

Joel Schick, gave an introduction to the current concept for the Volunteer Park/Equestrian Center trails, bridges, & piers. Volunteer Park to have the bridges repaired and the Equestrian Center to have bridges removed to make piers. He indicated this was on page 10 – 12 of the strategic report. Joel gave an overview of the grants that we are looking at for funding. The Department is seeking $350,000 in grants with matching funds from the City.

2) **Annual Report**

Joel Schick, highlighted a few sections of the Annual Report that was handed out to participants. Page 7 covers the awards that the Department won in 2024: FRPA Public Relations Campaign for "JoJo Wants to Know", FRPA Innovative Programming: Environmental Resiliency for the Community Garden, and the USTA Outstanding Facility of the Year for the Veltri Tennis Center. Page 22 covered the grants that were awarded, including a USTA grant for the wheelchair tennis program, a grant for adding tennis court lighting to the unlit courts at the Plantation Community Center, and an update on the grant for the inclusive playground at Liberty Tree Park.

3) **Strategic Plan Report**

Joel Schick, discussed the strategic plan report that was presented on February 6th. He gave an overview of our priorities and discussed updates on the PAL contract, Therapeutic Recreation opportunities with the YMCA and the installation of communication boards throughout the parks, the ADA playground at Liberty Tree Park, public art throughout the city, and a North Acres Park update. Joel also gave an update on Pine Island Park drainage, stating that we are working with engineering to find a solution. Joel ended by highlighting our survey results and some major event participation numbers.

4) **Aquatic & Racquet Sports Division Update**

Chris Cooksey, discussed an overview of the upcoming swim lesson program. Swim lesson registration will begin on Sunday, February 23rd with lessons beginning the following week. He gave an overview of the swim lesson registrations for the last two years and the goal for this fiscal year of 1,000 registrations and to introduce private lessons. Chris also gave an update on the mural project for the diving platforms and thanked the advisory board for their feedback. The last aquatic update was that Maggie O'Fee left for the FRPA Emerging Leaders Institute. Chris also discussed the stabilization of pickleball numbers from year to year. He also mentioned two upcoming events the Dink, Drink, & Dine Pickleball event on Friday, February 21st and a Glow Tennis Event on Friday, February 28th. Other topics discussed included the Orange Bowl Tennis Tournament moving to Fort Lauderdale, but that the city was given an

upgraded tournament in May. Chris concluded with highlighting the City's wheelchair tennis grant and plans for the program.

5) **Upcoming Events**
   Joel Schick, asked to confirm that everyone was receiving the Friday Flash with our weekly updates & events. All present confirmed they were. Joel discussed briefly large, upcoming events.

## VIII. OTHER BUSINESS/DISCUSSION

1) No topics presented by Parks and Recreation staff

## IV. ADJOURNED

The meeting was adjourned at approximately 7:45 PM

# Educational Advisory Board
City of Plantation

## I. MEETING DETAILS

Chair: Michael Taussig
Staff Liaison: Laura Karpaviciute

Board members present: Natlie Allen-Mondesir, Jessica Valenzuela, Gregg Goldstein, Kristina Reyer, and Nelson Rose.

Absent: Michael Taussig, Soni Krasky

Date: 3/3/2025
Time: 4:35 pm

## SCHOOL PRINCIPAL UPDATES

Mr. Alin Andre, Assistant Principal at Plantation High, shared information about the college and career fair, DECA students competing for the states, Mr. Kumi being named CTE Teacher of the Year, and Latino students in action.

Mr. Sheriffee Humphrey, Principal of Renaissance Charter School at Plantation, spoke about the events supporting the scholars, the day of service, the preparation for the upcoming assessment season and testing incentives, as well as the career day sponsored by the AVID program.

Ms. Suzan DeMeo, Assistant Principal at Plantation Park Elementary, shared updates about a student attending the Just Do It Awards, the Owl Walk, and the partnership/fundraiser that will provide books for family libraries. She also noted that the chorus will be traveling to perform at Universal Studios and that the school is preparing for testing, focused on getting their A back.

## APPROVAL OF MEETING MINUTES

February 3, 2025 Meeting Minutes were approved.

## NEW BUSINESS

Both agenda items (EAB event recognizing educators and BCPS update) were moved to the next meeting on April 7, because the presenters were unable to attend.

## OTHER BUSINESS/DISCUSSIONS

Mr. Rose spoke about Broward County School Board’s efforts to consolidate the district’s advisory boards in line with the model used by others.

Ms. Valenzuela shared that she facilitated a meeting with many local non-profits through one of the advisories. She spoke about the resource guide that is put together by the Children Services Council and sent to schools. Ms. Valenzuela challenged her fellow board members to reach out to their schools and discuss getting this guide to the parents, as well as offering to order more if schools need them.

Mr. Goldstein noted that this resource is unique to Broward and that the board should support this.

Ms. Valenzuela provided an update on construction projects at Peters Elementary, as well as the enhancements to the fire alarm system and audio enhancements for the deaf and hard of hearing community. She spoke of Mirror Lake Elementary's upcoming Dolphin Dash and the efforts to raise funding for the canopy over the playground.

Mr. Goldstein shared that Central Park Elementary is looking for new PTA leadership and encouraged the EAB to pay attention to the conversation about schools on Plantation Nation Facebook page.

**PUBLIC COMMENTS**

Mr. Roberto Fernandez III introduced himself as a former teacher of the year, who works at the school district, and expressed that it was great to see the principals share the updates about their schools.

Mr. Aston Bright spoke about his newsletter "Plantation Buzz" where he shares positive news about the City and said that he would be happy to write the good news about the schools.

Mr. Rose shared that Seminole Middle will be holding a spaghetti dinner fundraiser.

Mr. Goldstein congratulated the magnet schools.

**VI. ADJOURNED**

5:05 pm.

# PZB ACTION MINUTES
City of Plantation City Hall Council Chambers

## I. MEETING DETAILS

Chairperson: Robert Koreman
Staff Liaison: Michael Alpert, PZED Assistant Director
Date: March 4, 2025
Time: 6:00 PM
Start Time: 6:00 PM

## II. BOARD ABSENTEES
None

## III. ALSO PRESENT

Alternate Bill Stecker

Asst. City Attorney Quentin Morgan

Staff: Assistant Director Michael Alpert, Assistant City Engineer Leonard Dornevil, Planner III Lisa Zelch, Planner II Thalein Rainford, Planner I Shameka Butts

## IV. APPROVAL OF MEETING MINUTES

Approved February 4, 2025 minutes

## V. AGENDA ITEMS

*Public Hearing:*
*None*

*Quasi-Judicial:*

1. *PM24-0127: Practical Difficulty Waiver for 11401 SW 3rd Street –* **5-2, 6-1, 7-0, 6-1 *Approved****
2. *PM24-0100: Practical Difficulty Waiver for 1341 SW 55th Avenue –* ***7-0 Approved***
3. *PM25-0001: Practical Difficulty Waiver for 501 NW 103rd Avenue –* ***6-1 Approved***

**4 separate waiver issues*

## VI. NEW BUSINESS

None

## VII. ADJOURNED

7:41 PM

# AHAC ACTION MINUTES

City of Plantation City Hall Council Chambers

## I. MEETING DETAILS

Chairperson: Michael Dutko, Jr.
Staff Liaison: Michael Alpert, PZED Assistant Director
Date: March 6, 2025
Time: 4:30 PM
Start Time: 4:30 PM

## II. BOARD ABSENTEES

*Toshia Drummond*

## III. ALSO PRESENT

PZED Director Dan Holmes; Community Development Grants Administrator Edlyn Griffith; City Attorney Kerry Ezrol; Councilman Tim Fadgen; Residents Cheryl Gaston, Max Goldstein and Maude Bruce-King

## IV. APPROVAL OF MEETING MINUTES

Approved February 6, 2025 minutes

## V. AGENDA ITEMS

1. *Presentation:* Florida Housing Coalition (FHC) Virtual Legislative Update – Ryan McKinless, FHC, Policy Analyst

2. *Presentation:* Green Mills Local Government Area of Opportunity (LGAO) Award – Mitchell Rosenstein

3. Goals Assessment Overview – Chair Dutko/M. Alpert

## VI. NEW BUSINESS

1. Parking & Zoning Ordinance Update - M. Alpert

## VII. ADJOURNED

6:18 PM

# Sustainability & Resiliency Advisory Board
City of Plantation

**I. MEETING DETAILS**

Chairperson:  Joe Winn
Staff Liaison: Carole Morris

Date: March 11, 2025
Time: 6:30 PM

**II. BOARD ABSENTEES**.

All present

**III. ALSO PRESENT**.

Julio Tejeda, South Florida Water Management District

**IV. APPROVAL OF MEETING MINUTES**.

February 2025 minutes approved

**V. AGENDA ITEMS**.

Scoring of Earth Day contest video entries.

**VI. NEW BUSINESS**.

None.

**VII. ADJOURNED**

8:00 PM

Docusign Envelope ID: 149D187E-BDC4-4E17-8A5F-9C07D6B67AB8

KEITH
Engineering Inspired Design.

# WORK AUTHORIZATION PURSUANT TO THE CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF PLANTATION AND KEITH AND ASSOCIATES, INC. (KEITH)

March 13, 2025

WORK AUTHORIZATION NO. #5

PURCHASE ORDER NO. (City No. TBD) PROJECT NO.12183.05 (KEITH)

PROJECT NAME: Plantation Park Community - Survey

This project specific agreement is pursuant to the Agreement for Professional Surveying and Mapping Services between the City of Plantation and Keith and Associates, Inc. (KEITH) approved by the City pursuant to RFQ #027-20, passed and adopted on April 28, 2021.

## PROJECT

The City of Plantation (OWNER) has requested that KEITH (CONSULTANT) provide the following: 3d Topographic Surveying Services. It is KEITH's understanding that this data is to be used for a neighborhood improvement project consisting of pavement resurfacing, sidewalk repairs, ADA sidewalk and ramp improvements and drainage improvements including swale re-grading. The City will provide the described STONER survey and previously produced aerial LiDAR data for reference only. The City will also provide underground utility information (drainage, water, and sewer as-builts or atlas's) for reference into the deliverables.

## PROJECT SITE

Project Limits:

- Green highlighted roadways shown below - Approximately 32.7 scan miles.
- Includes ten (10) feet past the right of way/back of sidewalk on all interior roads.

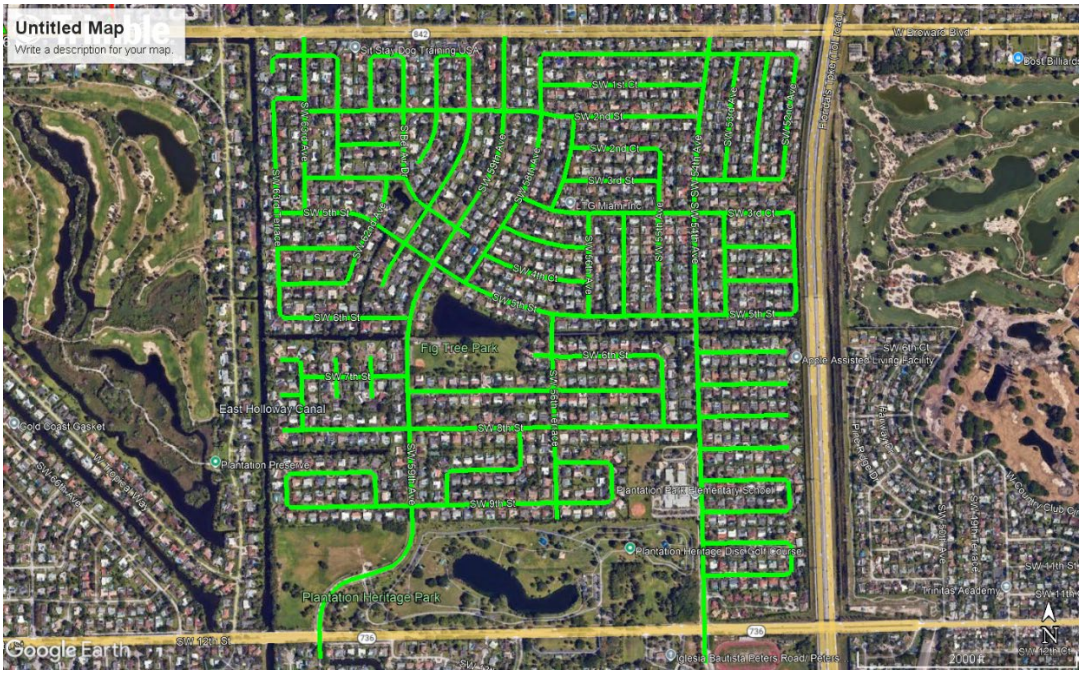

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## SCOPE OF SERVICES

**Task 101 Topographic Survey**
KEITH will prepare a Topographic Survey of the site. Survey will show the R/W lines from BCPA together with surface improvements such as roadways, pavement, sidewalks, traffic striping, walls, fences, mailboxes, surface utilities, etc. Landscaped areas falling within the project scope will be outlined only. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations/cross sections to be provided every 25 feet and at other significant grade break points, such as along driveway aprons and swale centerlines. Quality Level D and/or City GIS provided utility information as provided by the City will be referenced as no utility designating and/or locating (test holes) are included in this task.

KEITH proposes to gather the data for the survey using mobile LiDAR technology. Each roadway lane will be driven and scanned to the outside of the scoped area. It is anticipated that there will be some obscured areas due to parked cars and other roadside obstructions. These areas, once determined, will be surveyed using conventional methods.

**Deliverables:**
- 3D survey drawing showing all features and spot elevations every 25’
- 3D Digital Terrain Model
- Files to be provided in AutoCAD Civil 3D format.
- Signed and Sealed PDF

**Task 102 Tree Survey**
Per City GIS file, 2,110 tree locations are within the project limits. The City GIS file currently shows tree locations without any additional information. This task would include a tree survey for all trees over 3 inches in diameter at breast height (dbh) within the project limits, identifying said dbh and common name. The canopy spread, scientific name, and condition assessment (appraisal value) are not included. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and information collected under this task will be shown within the Topographic survey completed under Task 101.

**Deliverables:**
- Tree information included in the completed survey under Task 101.

**Task 103 Drainage Survey**
Per City GIS file, 255 drainage structure locations have been provided without invert information. This task would include selective verifications of size/type of pipes and the provided “measure down” information for these structures within the project limits. Structures would be included with annotated information to include rim, invert, size/type of pipe as provided. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Information collected under this task will be shown within the Topographic survey completed under Task 101.

**Deliverables:**
- Drainage Survey information included in the completed survey under Task 101.

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## PROJECT SCHEDULE

Subsequent to the issuance of a Purchase Order from the CITY, CONSULTANT shall commence work on the project. We anticipate commencing work within 10 business days from notice to proceed.

Table 1 Schedule Estimate

| TASK | Duration |
|---|---|
| Task 101 Topographic Survey | 12 weeks |
| Task 102 Tree Survey | 5 weeks |
| Task 103 Drainage Survey | 3 weeks |

## CITY'S RESPONSIBILITY

The CITY shall assist CONSULTANT with the following items to expedite the completion of the project in an effective manner.

A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
B. Provide access to and obtain permission for CONSULTANT to enter upon public lands as required at no additional cost to perform observations or other necessary services under this Agreement.
C. Make available to CONSULTANT all existing information which may in any way be pertinent to the project.
D. Assist in contacting all permitting agencies to facilitate expediting reviews and/or approvals.

## ADDITIONAL SERVICES

Consultant shall not perform any additional services without the written consent of the CITY Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the CITY as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.

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## COMPENSATION

Consultant shall invoice the City for services rendered under this Agreement on a lump sum basis and in accordance with the terms and conditions of the Continuing Services Agreement for Professional Surveying and Mapping Services between the City of Plantation and KEITH, dated April 28, 2021 and approved by the City pursuant to RFQ #027-20.

Table 2 Budget Estimate

| TASK | FEE |
|---|---|
| Task 101 Topographic Survey | $106,400.00 |
| Task 102 Tree Survey | $30,432.00 |
| Task 103 Drainage Survey | $9,056.00 |
| **TOTAL FEE** | **$145,888.00** |
| DIRECT EXPENSES | $0.00 |
| **TOTAL COMPENSATION** | **$145,888.00** |

"CITY":

CITY OF PLANTATION

By:_____

CONSULTANT:

KEITH

By: Signed by: Alex Lazowick 080BFD996331468...
ALEX LAZOWICK
President / CEO

Docusign Envelope ID: 149D187E-BDC4-4E17-8A5F-9C07D6B67AB8

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Our Project/Proposal Number** | | **12183.00 WO #5** | | | | | |
| **Proposal Date** | | **3/13/2025** | | | | | |
| **Tasks** | | | **Principal / Surveyor** | **Technician** | **(2) Person Survey Crew** | **(3) Person Survey Crew** | **Task Subtotals** |
| **No.** | **Description** | | **$187.00** | **$88.00** | **$156.00** | **$208.00** | |
| 101 | Topographic Survey | | 160.00 | 680.00 | | 80.00 | $ 106,400.00 |
| 102 | Tree Survey | | - | 48.00 | 168.00 | - | $ 30,432.00 |
| 103 | Drainage Survey | | | 32.00 | 40.00 | - | $ 9,056.00 |
| **Personnel Hours** | | | 160 | 760 | 208 | 80 | - |
| **Personnel Cost** | | | $ 29,920.00 | $ 66,880.00 | $ 32,448.00 | $ 16,640.00 | $ 145,888.00 |
| **Sub Totals** | | | | | | | |
| **Personnel Subtotal** | | $ 145,888.00 | | | | | |
| | | | | | | | |
| **Miscellaneous Expenses** | | $ - | | | | | |
| **Direct Expenses** | | $ - | | | | | |
| **GRAND TOTAL** | | **$ 145,888.00** | | | | | |